506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352 360-6727
FAX: 352 360-6652

Board Members:	**Others:**
Al Goldberg, Chairman	Michael Rankin, LPG
Daniel Dicus, Vice Chair	Anita Geraci-Carver, City Attorney
Carlisle Burch	Sharon Williams, Administrative Manager
Shayna Grunewald	Emily Church, Office Assistant
Walter Birriel	

AGENDA
PLANNING & ZONING (P&Z) BOARD
AUGUST 21, 2025
6:00 PM

I. **INVOCATION AND PLEDGE OF ALLEGIANCE:**

II. **ROLL CALL:**

III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from June 19, 2025 included for review/comment.

IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. Coates Dixie ROW Vacate – Alternate Keys 1431859, 3922972 and 3936893

The applicant is requesting the road vacation of Dixie Blvd. adjacent to Lots 9, 10, 11, 12, and 13, Block D of First Addition to Dream Lake Subdivision. The road vacation request is approximately 600' lying south of Milow irrigation to where it intersects with South Dixie Ave. A boundary survey and sketch of description was provided.

The road is part of an existing plat known as First Addition Dream Lake (PB 3, Page 13). Review of available data indicates that the roadway has never been open/improved. The existing right of way is adjacent to existing vacant commercial property to the east, to the west is vacant commercial property and the abandoned CSX railroad right of way, Dixie Ave. right of way to the north has been previously vacated by the city (Resolution 2024-031), and to the south is undeveloped property owned by Trinity Assembly of God.

B. Griffin Preserve PUD Amendment – 1287146 & 1287201

The applicant is requesting an amendment to the Master Development Agreement to allow a maximum building coverage from 30% to 50% and a maximum Impervious Surface Ratio (ISR) of 55%. Section 5

(h) of the MDA states that "Any zoning standard not specifically listed in this Agreement shall be in compliance with the R-4 zoning district standards and other applicable sections of the Land Development Code." The R-4 zoning district standards (Chapter 154, Section 154.030(4)(d)(2)(E)(v) state that the maximum building coverage is 30%. The existing MDA allows development of a 67-unit single family subdivision located off of Register Road currently known as Griffin Preserve.

Pursuant to Chapter 151, Definitions, building coverage is that portion of the lot which is occupied by principal and accessory structures. The applicant is also requesting a 55% maximum impervious surface ratio.

BOARD MEMBERS' COMMENTS:

PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the Planning and Zoning Board. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

ADJOURNMENT:

506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731

PHONE: 352 360-6727
FAX: 352 360-6652

Board Members:	Others:
Al Goldberg, Chairman	Michael Rankin, LPG
Daniel Dicus, Vice Chair	Anita Geraci-Carver, City Attorney
Carlisle Burch	Sharon Williams, Administrative Manager
Shayna Grunewald	Emily Church, Administrative Assistant
Walter Birriel	

MINUTES
PLANNING & ZONING (P&Z) BOARD
JUNE 19, 2025
6:00 PM

I. **INVOCATION AND PLEDGE OF ALLEGIANCE:** Led by Emily Church.

II. **ROLL CALL:** All present except Mr. Birriel, who requested an excused absence.

III. **MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from May 15, 2025 included for review/comment. Motion made by Mr. Dicus, seconded by Ms. Grunewald, and approved unanimously.

IV. **OLD BUSINESS:** NONE

NEW BUSINESS:

A. Floodplain Management Review

The Florida Building Commission has adopted the 8th Edition of the 2023 Building Code. It is necessary to update the City's ordinance to reference the most up to date version of the Florida Building Code, make administrative amendments to the Florida Building Code to implement the National Flood Insurance Program, and modify the City's Code to bring the regulations into agreement with the most current Model Floodplain Management Ordinance approved by FEMA for Florida communities.

Chapter 151 definitions were deleted that are no longer needed, or modified to better align with the Florida Building Code. Additionally, Chapter 161 numbering was corrected and revisions were made to comply with the 2023 Florida Building Code, National Flood Insurance Program, and Model Floodplain Management Ordinance approved by FEMA.

Michael Rankin introduced the project, and the Board had no questions or concerns; there were no public comments.

Motion to approve Ordinance 2025-017 was made by Mr. Dicus, seconded by Mr. Burch, and approved unanimously.

B. AdventHealth Site Plan – Alternate Key 1288088

The applicant is requesting site plan approval of a 13,451 square feet emergency department to include twelve (12) beds, a helipad and an 888 square feet mechanical room for a total of 14,339 square feet for Phase 1 of the current proposed development. A total of 40 employees is projected.

There are plans for Phase 2, anticipated in 2030, to consist of the following: 90,000 sf of medical office space and a 206,850sf hospital. The property is approximately 27.72 +/ acres and is generally located north of CR 466A and west of Oliver Lane. This property was annexed via Ordinance 2020-005 with an approved Rezoning and Commercial Planned Unit Development/Master Development Agreement (Ordinance 2020-007). Primary access to the subject site is from CR 466A with secondary access to Oliver Lane to the east.

Michael Rankin introduced the project. Mr. Dicus inquired who will be funding the Oliver Lane cross access. Mr. Rankin responded that challenges related to access via Oliver Lane were resolved through coordination with Lake County, ensuring shared improvements will be funded by AdventHealth, Evolve, and the future Burke property developer—no taxpayer funding is involved. The project is expected to bring 40 jobs and will stimulate additional commercial growth in the area.

Mr. Rankin noted the site plan meets all code and landscaping requirements and clearing and utility staking may begin in advance at the owner's risk. Mr. Dicus raised concern regarding helipad safety near transmission lines to which Mr. Rankin responded that the FAA and Leesburg Airport are managing those requirements.

Chairman Goldberg inquired if they had resolved all outstanding issues and Mr. Rankin responded a signage variance may be required and will be submitted separately and confirmed all outstanding issues had been addressed.

Theodore Martel, 200 S Orange Ave Suite 600, Orlando noted the applicant is just waiting on their St Johns Water Management District Permit and they'll be ready to break ground upon council approval and permit issuance.

Motion was made to Approve Resolution 2025-039 by Ms. Grunewald, seconded by Mr. Dicus, and unanimously approved.

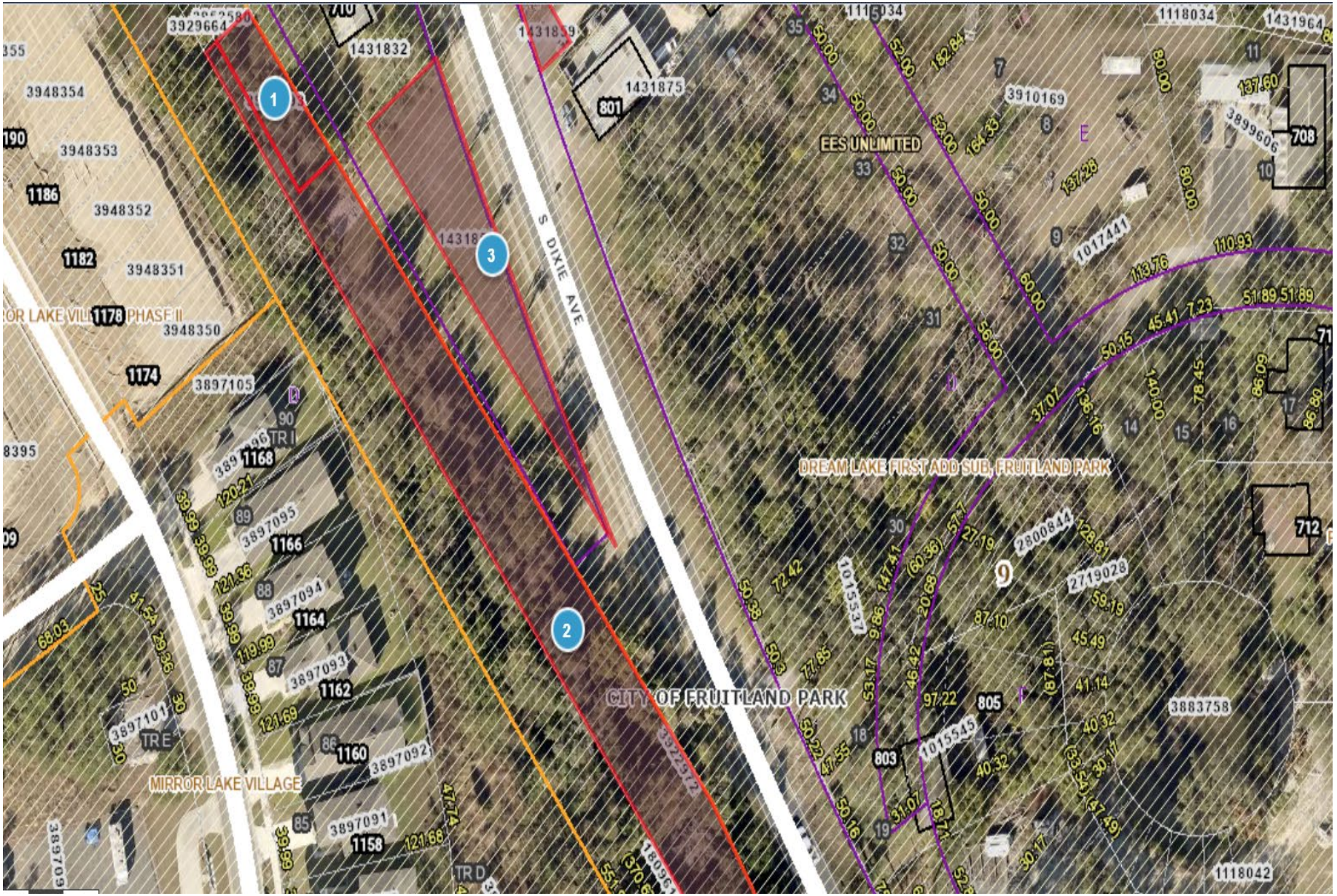
BOARD MEMBERS' COMMENTS: Chairman Goldberg offered an apology for missing the last meeting due to travel.

PUBLIC COMMENTS: None

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the Planning and Zoning Board. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

ADJOURNMENT: 6:18 PM

COATES ROW VACATE (DIXIE BLVD) - ALT KEYS 1431859, 3922972 & 3936893



RESOLUTION 2025-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, VACATING CERTAIN RIGHTS OF WAY SHOWN ON THE PLAT OF 1ST ADDITION TO DREAM LAKE SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 13, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, WITHIN THE CITY OF FRUITLAND PARK; VESTING OF TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is empowered pursuant to §166.042, *Florida Statutes,* and Sec. 157.060 of the Land Development Code to vacate public rights of ways within its municipal boundaries; and

WHEREAS, Section 157.050 h) of the City Land Development Code provides that right-of-way vacation requests are to be considered by the Planning and Zoning Board and City Commission in accordance with F.S. ch. 336, which governs right-of-way vacations; and

WHEREAS, a platted right of way known as Dixie Boulevard (unimproved) exists adjacent to Lots 9 through and including 14, Block "D" of the Plat of First Addition to Dream Lake Subdivision, recorded in Plat Book 3, Page 13, Public Records of Lake County, Florida; and

WHEREAS, the platted right of way is not needed by other properties for access; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida, has determined that the right-of-way described herein below, is not needed for public access use and convenience, now or in the future, and it is in the public interest to abandon the same as a right-of-way so that the right-of-way can be utilized for other purposes; and

WHEREAS, the Planning and Zoning Board considered the petition to vacate right of way at a public hearing and made a recommendation to City Commission; and

WHEREAS, this resolution has been properly noticed.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA:

Section 1: Vacation.
The right-of-way as described and depicted in **Exhibit A** attached hereto is hereby closed and vacated as a public right-of-way.

Section 2: Vesting of title.
Title to said vacated rights-of-way shall vest in accordance with law.

Section 3: Severability.
If any provision or portion of this resolution is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this resolution shall remain in full force and effect.

Section 4: Conflict.
All resolutions or parts of resolutions or ordinances in conflict herewith are hereby repealed.

Section 5: Scrivener's Errors. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original resolution or a certified copy of the resolution and attaching the correct legal description.

Section 6: Effective Date.
This resolution shall become effective immediately upon its approval and adoption by the City Commission of the City of Fruitland Park.

PASSED AND RESOLVED this _____ day of _____, 2025, by the City Commission of the City of Fruitland Park, Florida.

CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

_____
CHRIS CHESHIRE, MAYOR

SEAL

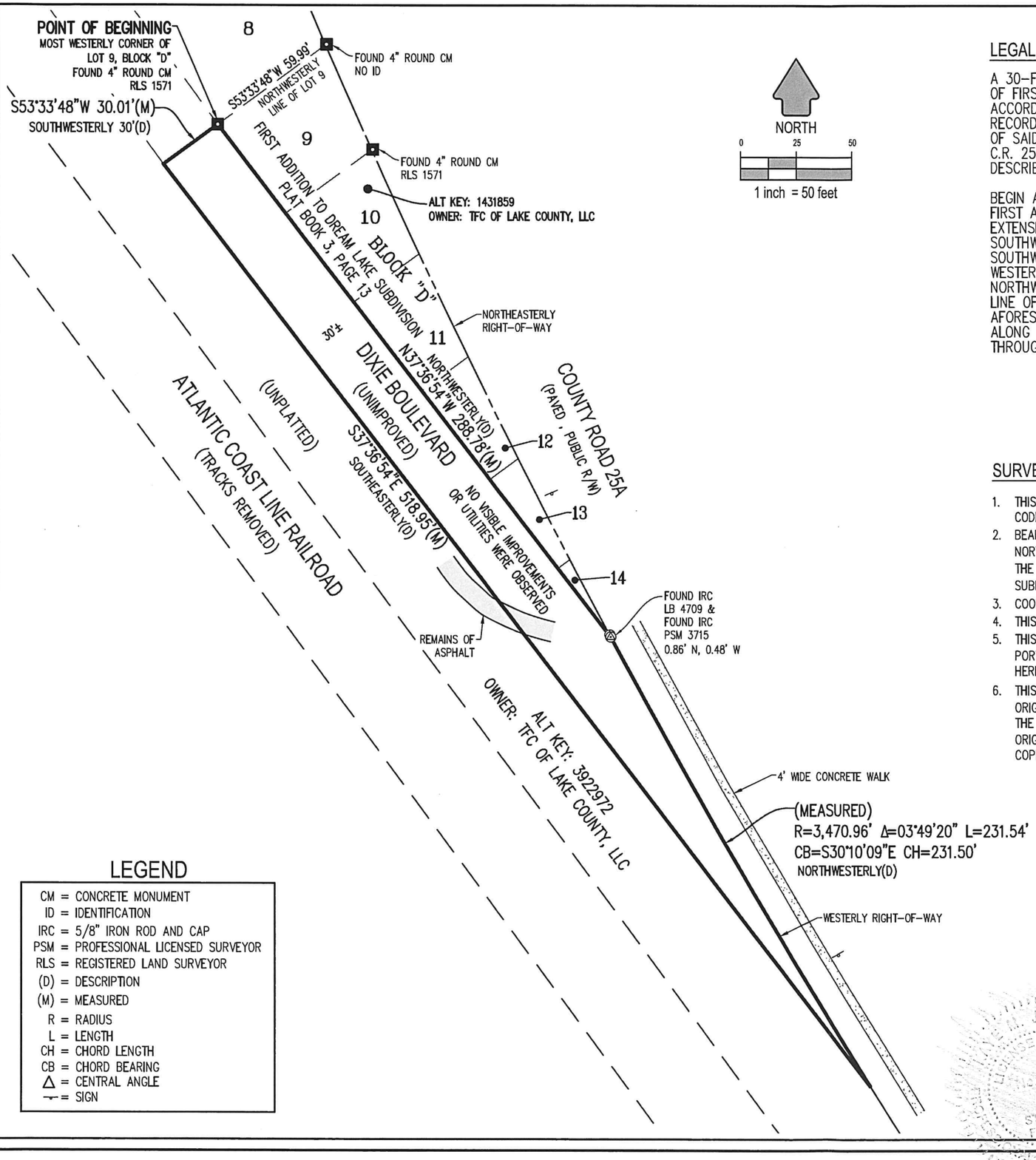
ATTEST:

_____
Gwen Johns, CITY CLERK

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor DeGrave _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Cosenza_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Reysin ____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Williams_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form:

_____
Anita Geraci-Carver, City Attorney



LEGAL DESCRIPTION

A 30-FOOT WIDE STRIP OF LAND BEING A PORTION OF DIXIE BOULEVARD WITHIN THE PLAT OF FIRST ADDITION TO DREAM LAKE SUBDIVISION, IN THE CITY OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 13, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING ADJACENT TO LOTS 9 THROUGH 14, BLOCK "D" OF SAID PLAT AS WELL AS ADJACENT TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF C.R. 25-A (FORMER U.S. HIGHWAY NO. 441); SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST WESTERLY CORNER OF LOT 9, BLOCK "D" OF AFORESAID PLAT OF FIRST ADDITION TO DREAM LAKE SUBDIVISION; THENCE RUN SOUTHWESTERLY ALONG THE EXTENSION OF THE NORTHWESTERLY LINE OF LOT 9 A DISTANCE OF 30 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF DIXIE BOULEVARD; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF DIXIE BOULEVARD RUN SOUTHEASTERLY TO THE WESTERLY RIGHT-OF-WAY LINE OF C.R. 25-A (FORMER U.S. HIGHWAY 441); THENCE RUN NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DIXIE BOULEVARD (ALSO BEING THE SOUTHWESTERLY LINE OF LOT 14 OF AFORESAID BLOCK "D" OF FIRST ADDITION TO DREAM LAKE); THENCE RUN NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTHWESTERLY LINE OF LOTS 14 THROUGH 9, RESPECTIVELY, OF BLOCK "D" TO THE POINT OF BEGINNING.

SURVEY NOTES:

1. THIS IS A BOUNDARY SURVEY SURVEY AS DEFINED IN CHAPTER 5J-17.050 (11) FLORIDA ADMINISTRATIVE CODE.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT.. AS A REFERENCE FOR THIS SURVEY, THE NORTHWESTERLY LINE OF LOT 9, BLOCK "D" OF THE PLAT OF FIRST ADDITION TO DREAM LAKE SUBDIVISION HAS A BEARING OF S53°33'48"W.
3. COORDINATES
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. THIS SURVEY WAS PREPARED FOR THE PURPOSE OF SUPPORTING A ROAD VACATION REQUEST FOR THAT PORTION OF DIXIE BOULEVARD ADJACENT TO CLIENT'S OWNERSHIP. ONLY THOSE CORNERS SHOWN HEREON WERE FOUND OR SET.
6. THIS SURVEY MAP AND REPORT (IF APPLICABLE) OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.

LEGEND

CM	= CONCRETE MONUMENT
ID	= IDENTIFICATION
IRC	= 5/8" IRON ROD AND CAP
PSM	= PROFESSIONAL LICENSED SURVEYOR
RLS	= REGISTERED LAND SURVEYOR
(D)	= DESCRIPTION
(M)	= MEASURED
R	= RADIUS
L	= LENGTH
CH	= CHORD LENGTH
CB	= CHORD BEARING
Δ	= CENTRAL ANGLE
-•-	= SIGN

CERTIFIED TO:
TIM COATES

KAYE M. JAMESON
LICENSE NUMBER
No. 5912
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER

Kaye M. Jameson 6/13/25

KAYE M. JAMESON – PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5912

JOB NO. SP2024.02981 SURVEY DATE: 4/28/2025
DRAWN BY: JH BOOK/PAGE V25-19/12

REVISIONS	DATE

BOUNDARY SURVEY FOR TIM COATES

CFB | CLYMER FARNER BARLEY SURVEYING
7413 ALFORD AVENUE - MIDDLETON, FL 34762
(352) 748-3126 LB8498

SHEET
1 OF 1

DRAWING NAME: S:\SURVEY NEW\SURVEY\LAKE\NON-VILLAGES PROJECTS\SUBDIVISIONS\DREAM LAKE\COATES - FRUITLAND PARK\BNDY\TOPO\DWG\COATES DIXIE STRIP BNDY.DWG 1:1 11X17 6/13/2025 8:55 AM BY: KHURST

VIA EMAIL

echurch@fruitlandpark.org

July 3, 2025

Emily Church
Office Assistant
Community Development Department
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731

RE: COATES DIXIE ROW VACATE (HALFF AVO 043866.158)
REVIEW #4

Dear Ms. Church:

Per your email request dated July 3, 2025, I have reviewed the attached documents for the above referenced project. Based on my review, I believe all comments have been satisfied.

Should you have any questions, please feel free to contact our office at 352-343-8481.

Sincerely,
HALFF

Brett Tobias, P.E., Team Leader
btobias@Halff.com

BJT:eb

CITY OF FRUITLAND PARK
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC

STREET VACATION REQUEST

Owner: **TFC of Lake County, LLC, Timothy Coates**

Applicant: **Timothy Coates**

General Location: **S Dixie Blvd.**

Number of Acres: **1.50 ± acres**

Existing Zoning: **C-1**

Existing Land Use: **General Commercial (70% ISR/0.50 FAR)**

Date: **March 4, 2025**

Description of Project

The applicant is requesting the road vacation of Dixie Blvd. adjacent to Lots 9, 10, 11, 12, and 13, Block D of First Addition to Dream Lake Subdivision. The road vacation request is approximately 600' lying south of Milow irrigation to where it intersects with South Dixie Ave.

	Surrounding Zoning	Surrounding Land Use
North	C-1	Commercial (70% ISR/0.50 FAR)
South	C-1	Commercial (70% ISR/0.50 FAR)
East	C-1 and ROW	Commercial (70% ISR/0.50 FAR)
West	ROW	N/A

Assessment

The road is part of an existing plat known as First Addition Dream Lake (PB 3, Page 13). Review of available data indicates that the roadway has never been open/improved. The existing right of way is adjacent to existing vacant commercial property to the east, to the west is vacant commercial property and the abandoned CSX railroad right of way, Dixie Ave. right of way to the north has been previously vacated by the city (Resolution 2024-031), and to the south is undeveloped property owned by Trinity Assembly of God.

DRAFT

Applications –Please submit an owner's affidavit signed by TFC of Lake County, LLC, Timothy F. Coates as manager, and owner's affidavit signed by Timothy F. Coates.

Please be advised that a boundary survey or sketch of description is required pursuant to Chapter 152, Section 152.040(a)(5). The proposed right of way vacation requires a legal description and a survey or sketch of description of that portion of the roadway being vacated. Please submit legal description in a word format.

The standards for review of the right of vacation request that should be considered are as follows:

1. Is the roadway to be vacated currently being used for the provision of public utilities, or do current or future plans call for utilities to be constructed in the vicinity of the property which is encumbered by the roadway and will vacation of such roadway in any way interfere with such utilities or utility plans.

   The applicant needs to submit evidence that any existing utility providers (i.e., water, sewer, cable, gas, electric, etc.) have no objection to the proposed roadway vacation.

2. Does the roadway to be vacated affect the ownership or right of access of persons owning other parts of the subdivision.

   The proposed partial roadway to be vacated does provide right of access to others owning other parts of the subdivision; however, the roadway has never been open. The adjacent lots have direct access to S. Dixie Avenue which provides access to the subject property and adjacent properties.

3. Has any affected property owner objected to the vacation petition.

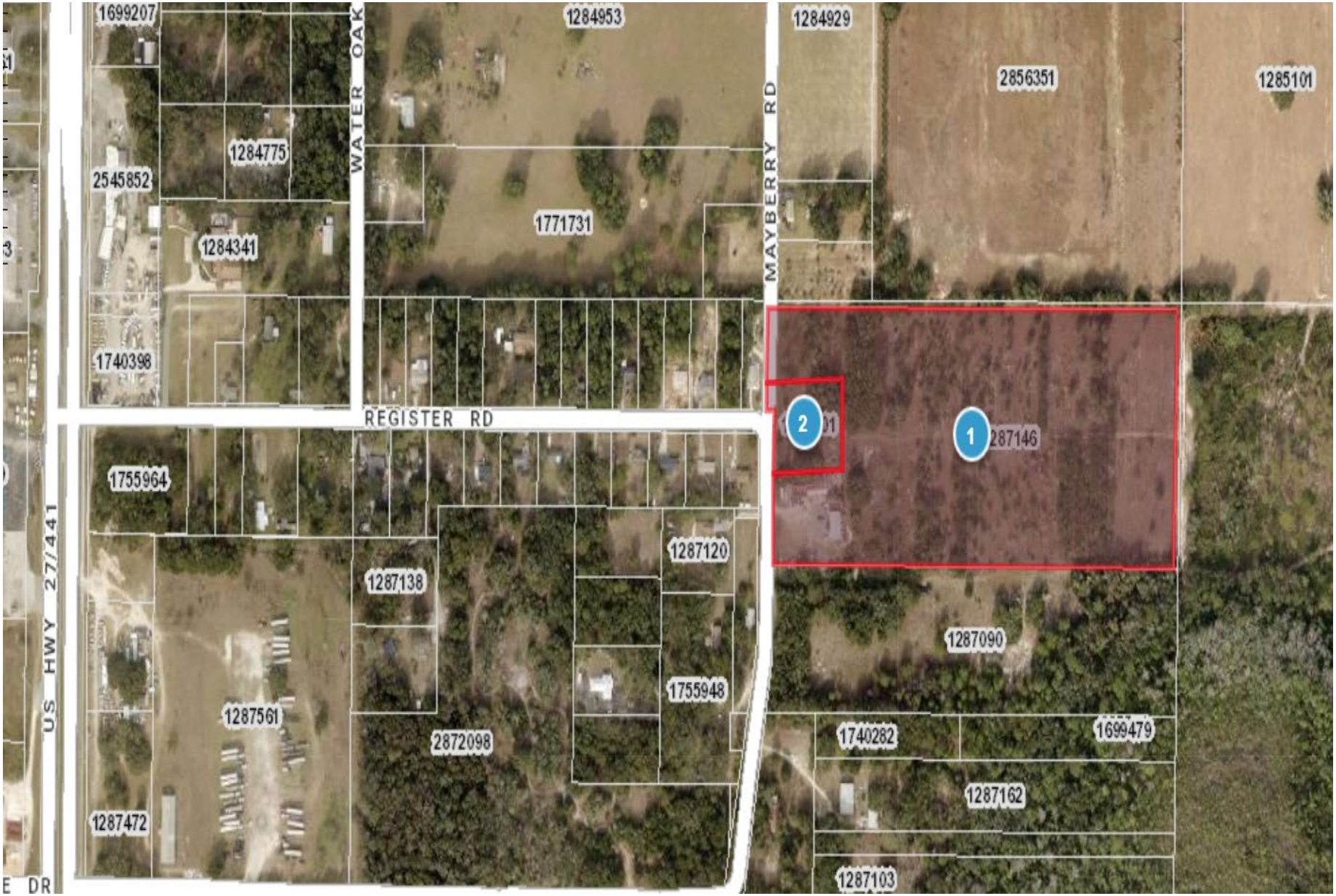
   The applicant has not submitted any evidence that the other effected property owners (John Connell) would not object to the proposed vacation request. Please submit the requested evidence.

Recommendation

Please revise the application as indicated above, submit boundary survey or sketch of description, and legal description (word format) of proposed roadway vacation, submit evidence that any existing utility providers (i.e., water, sewer, cable, gas, electric, etc.) or effected property owners have no objection to the proposed roadway vacation.

DRAFT

GRIFFIN PRESERVE PRELIMINARY PLAN – ALTERNATE KEYS: 1287146 & 1287201



ORDINANCE 2025-019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A PUD ZONING AMENDMENT TO PROVIDE FOR MAXIMUM BUILDING COVERAGE AND MAXIMUM IMPERVIOUS SURFACE RATIO PER LOT AND ADOPTING AN AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Griffin Preserve, LLC as owner and applicant requesting that real property within the city limits of the City of Fruitland Park zoned Planned Unit Development (PUD) pursuant to Ordinance 2023-017 be amended to include a maximum building coverage percentage per lot and a maximum impervious surface ratio per lot, and amend the MDA accordingly; and

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, the required notice of the proposed zoning has been properly published; and

WHEREAS, the City Commission reviewed said petition, the recommendations of the Planning and Zoning Board, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF FRUITLAND PARK, FLORIDA, AS FOLLOWS:

Section 1: The following described property consisting of approximately 16.67 $\pm$ acres generally located east of U.S. Highway 441/27 and east of Register Road as described as set forth on **Exhibit "A"** and depicted on the map attached hereto as **Exhibit "B"** shall continue to be zoned PUD "Planned Unit Development" as defined in the Fruitland Park Land Development Regulations. The Property shall hereafter be developed with a maximum of 67 residential units and according to the Amended and Restated Master Development Agreement attached hereto as **Exhibit "C"**, which includes, but is not limited to, the concept plan attached to the Master Development Agreement.

Section 2: That the City Manager, or designee, is hereby directed to have amended, altered, and implemented the official zoning maps of the City of Fruitland Park, Florida to include said designation consistent with this Ordinance.

Section 3. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. Scrivener's Errors. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5. Conflict. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This Ordinance shall become effective immediately upon passage by the City Commission of the City of Fruitland Park.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2025.

_____
Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

_____
Gwen Johns, CMC, City Clerk

Approved as to Form:

_____
Anita Geraci-Carver, City Attorney

Mayor Cheshire	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Vice-Mayor DeGrave	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Cosenza	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Raysin	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)
Commissioner Williams	_____ (Yes),	_____ (No),	_____ (Abstained),	_____ (Absent)

Passed First Reading _____

Passed Second Reading_____

(SEAL)

“EXHIBIT A”

That part of the Northeast ¼ of the Northwest ¼ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Northeast ¼ of the Northwest ¼ of Section 3; thence run N89°46'23"W along the North line of said Northeast ¼ of the Northwest ¼, a distance of 1327.38 feet to the Northwest corner of said Northeast ¼ of the Northwest ¼; thence run S00°53'13"W along the West line of said Northeast ¼ of the Northwest ¼, a distance of 15.00 feet for the Point of Beginning; thence continue S00°53'13"W along said West line, a distance of 225.75 feet; thence run S89°46'23"E along the South line of the North 240.74 feet of said Northeast ¼ of the Northwest ¼, a distance of 25.00 feet; thence run S00°53'13"W along a line 25.00 feet East of and parallel to said West line of the Northeast ¼ of the Northwest ¼, a distance of 337.27 feet; thence run S89°46'23"E along a line parallel with said North line of the Northeast ¼ of the Northwest ¼, a distance of 1285.45 feet; thence run N01°04'39"E along a line 15.00 feet West of and parallel to the East line of said Northeast ¼ of the Northwest ¼, a distance of 563.05 feet; thence run N89°46'23"W along a line 15.00 feet South of and parallel to said North line of the Northeast ¼ of the Northwest ¼, a distance of 1312.33 feet to the Point of Beginning.
Contains 729,865 square feet or 16.755 acres, more or less.

EXHIBIT "B"

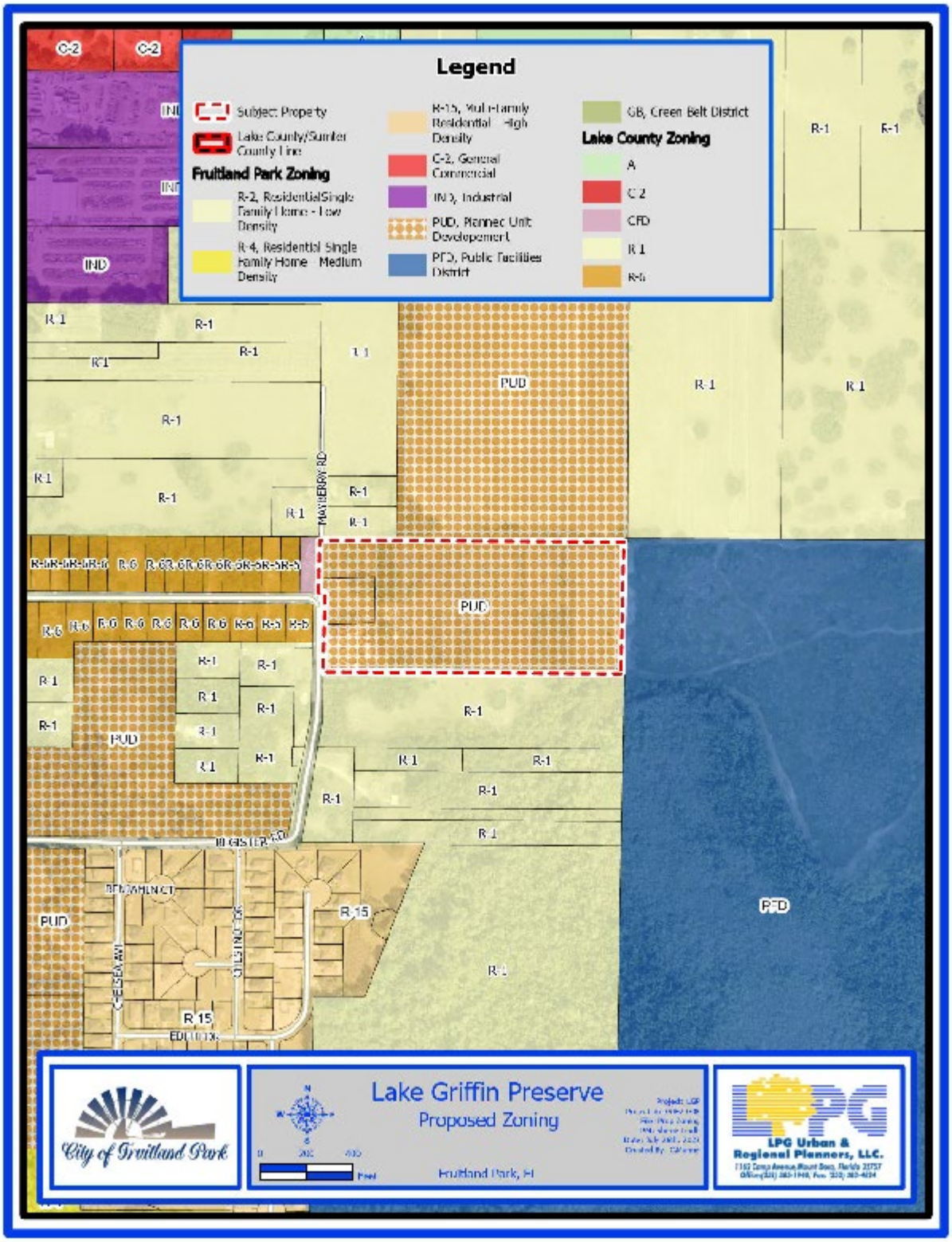

Legend
Subject Property
Lake County/Sumter County Line
Fruitland Park Zoning
R-2, Residential Single Family Home - Low Density
R-4, Residential Single Family Home - Medium Density
R-15, Multi-Family Residential - High Density
C-2, General Commercial
IND, Industrial
PUD, Planned Unit Developement
PFD, Public Facilities District
GB, Green Belt District
Lake County Zoning
A
C-2
CFD
R-1
R-6
Lake Griffin Preserve
Proposed Zoning
Fruitland Park, FL
City of Fruitland Park
LPG Urban & Regional Planners, LLC.
MAYBERRY RD
BRIGHTLINE CT
CHELSEA AVE
CRESTVIEW DR

EXHIBIT "C"
AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

Record and Return to:
City of Fruitland Park
Attn: City Clerk
506 W. Berckman Street
Fruitland Park, Florida 34731

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into and made as of the _____ day of _____, 2024, between the **CITY OF FRUITLAND PARK, FLORIDA, a Florida municipal corporation,** (hereinafter referred to as the "City"), and Griffin Preserve, LLC, a Florida limited liability company, (hereinafter referred to as the "Owner").

RECITALS

1. The Owner owns 16.67 ± acres of property within the City of Fruitland Park, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property".

2. The Owner desires to amend the PUD zoning of the Property to include a maximum building coverage percentage per lot of 50% and a maximum impervious surface ratio per lot of 55% as set forth herein which verbiage is underlined.

3. The Property is currently located within the City of Fruitland Park with 16.67 +/- acres having a future land use designation of "Single Family Medium Density" on the City of Fruitland Park Future Land Use Map and zoned PUD pursuant to Ordinance 2023-017.

4. Owner has filed an application to amend the PUD zoning and MDA for the Property.

5. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

6. The City of Fruitland Park has determined that the amendment to the PUD zoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

7. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.

8. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

9. This Agreement will address development of the 16.67 +/- acres to be developed for residential use.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. **Conditions Precedent**. Owner has filed an application to amend the PUD zoning and MDA for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Amended and Restated Agreement, adopts an ordinance with an amendment to the PUD zoning of the Property and such rezoning becomes effective. The parties hereto understand and acknowledge that the City is in no way bound to approve the amendment. The City shall have the full and complete right to approve or deny the application for the amendment. However, if the City denies the application for an amendment this Amended and Restated Agreement shall be void and shall be of no further force and effect.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Plan" prepared by Sloan Engineering Group, Inc.., dated 8-28-23[AGC1], and attached as **Exhibit "B"** (the "Plan"). The project shall be developed as a residential subdivision. All development shall be consistent with City's "PUD" (Planned Unit Development-) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

Section 4. Permitted Uses for Permitted Uses shall include:

a. Single family detached residential dwelling units..
b. Passive and Active Recreation Facilities.
c. Residential units shall not exceed 67 single family dwelling units.
d. Temporary modular office uses shall be allowed during construction.
e. Up to six (6) model homes prior to platting, after approval of the preliminary plan, provided that the model homes shall not be eligible to receive certificates of occupancy for residential use until final plat approval. All off-street parking for model homes shall comply with the requirements in the City's Land Development Code.

Section 5. Development Standards. Development Standards shall be as follows:

a. The minimum living area shall be 1,200 square feet for the single-family detached homes
b. The minimum lot size shall be 5,750 square feet for the detached single-family homes.
c. Minimum lot width for detached single-family shall be 50 feet with a minimum lot depth of 115 feet.
d. Minimum Setback requirements for detached residential units shall be:

Front: Twenty feet (20')
Garage – Twenty-five feet (25')

Side: Five feet (5')
Corner Lot – Fifteen feet (15')

Rear: Fifteen feet (15')

Accessories Setback: All accessory structures shall be located no closer to the property line than five feet (5').

e. Maximum building height shall be limited to thirty-five feet (35') for single family.
f. For clarity and avoidance of doubt, the open space requirement associated with the development of the Property shall be 25% of the total developable acreage of the Property.
g. In order to utilize the stormwater ponds as common open space they shall provide a recreational component such as walking trails, dog park, or open play fields.
h. Maximum building coverage per lot: 50%.
i. Maximum Impervious Surface Ratio per lot: 55%.
j. Any zoning standard not specifically listed in this Agreement shall be in compliance with the R-4 zoning district standards and other applicable sections of the Land Development Code.

Section 6. **Residential Standards.** There must be at least five (5) elevations with at least two (2) variations in material treatments for each elevation. Duplicative elevations adjacent to each other or across the street from each other are prohibited.

Section 7. **Changes to the Development Plan.** Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

Section 8. **Site Access and Transportation Improvements**. Vehicular access to the project site shall be provided by one primary access off of Register Road, unless otherwise approved by Lake County. Actual location and design of the boulevard shall be determined during the Preliminary Subdivision Plan review. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Fruitland Park, including off-site road improvements on Register Road, and conveyance of additional right-of-way for Register Road.
b. All roads within the development shall be designed and constructed by the developer to meet the City of Fruitland Park requirements including curb and gutter.
c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Fruitland Park Codes.
d. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Fruitland Park; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Fruitland Park requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time
e. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access improvements if required by Lake County. Said improvements will be the responsibility of the Permittee.

Section 9. **Lighting.** All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way. Lighting shall comply with the residential design requirements of the Fruitland Park Land Development Regulations.

Section 10. **Water, Wastewater, and Reuse Water.** Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 11. **Impact Fees.** Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate at the time the building permit is issued.

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of site plan and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 12. **Easements.** Owner shall provide the City such public easements or right of way in form acceptable to the City Attorney, as the City deems necessary for utility services, including but not limited to sewer, water, drainage and reclaimed water services.

Section 13. **Landscaping/Buffers.** Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall install and maintain a ten-foot (10') landscape buffer type "B" along the PUD perimeter property boundary. All landscaping and tree protection shall comply with Chapter 164 of the City of Fruitland Park Land Development Regulations.

Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all applicable City of Fruitland Park Land Development Regulations pertaining to tree removal and replacement.

Section 14. **Stormwater Management.** Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance

with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 15. **Other Municipal Facilities/Services.** The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

Section 16. **Environmental Considerations**. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 17. **Signage**. Owner shall submit a master sign plan as a component of the preliminary plan application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Fruitland Park Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations. Alternatively, the Owner, in the Owner's discretion, may apply to amend the PUD to incorporate a Master Signage Plan at the time that the Owner desires to install signage at the development.

Section 18. **Title Opinion.** Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record. Title opinion or certification shall have an effective date of no more than 30 days prior to submittal. A copy of all back up documents referenced in the title opinion or certification must be provided.

Section 19. **Compliance with City Laws and Regulations.** Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 20. **Due Diligence**.
The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 21. **Enforcement/Effectiveness.** A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 22. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 23. **Binding Effect; Assignability.** This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 24. **Waiver; Remedies.** No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 25. **Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 26. **Notice.** Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone
Copy to:	Chris Cheshire, City Mayor City of Fruitland Park 506 W. Berckman Street Fruitland Park, Florida 34731 352-360-6727 Telephone Anita Geraci-Carver Law Office of Anita Geraci-Carver, P.A. 1560 Bloxam Avenue Clermont, Florida 34711 352-243-2801 Telephone 352-243-2768 Facsimile
As to Owner:	Beryl N. Stokes, III 1035 W Dixie Avenue Leesburg, Florida 34748 352-678-6078 Telephone
Copy to:	

Section 27. **Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular

permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 28. **Term of Agreement.** The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, and shall terminate five (5) years from January 11, 2024, the date Ordinance 2023-017 was approved.

Section 29. **Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 30. **Severability.** If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

Signature pages to follow

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF: **GRIFFIN PRESERVE, LLC, a Florida limited liability company,**

_____ By:_____
Witness Signature Christopher DiMillo

_____
Print Name
Address: _____
_____

By:_____
Carol DiMillo

_____
Witness Signature

_____
Print Name
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization this ____ day of _____, 2025 by Christopher DiMillo and Carol DiMillo, as Managers of Griffin Preserve, LLC, a Florida limited liability company on behalf of the company, who are personally known to me or who have produced _____ as identification.

_____
Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

ACCEPTED BY THE CITY OF FRUITLAND PARK

Approved as to form and
Legality for use and reliance
by the City of Fruitland Park

By:_____
Chris Cheshire, Mayor

Date:_____

_____
Anita Geraci-Carver
City Attorney

ATTEST:_____
Gwen Johns
City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by [X] physical present or [ ] online notarization this _____ day of _____, 2025 by Chris Cheshire, Mayor of the City of Fruitland Park, a Florida municipal corporation on behalf of the corporation and Esther B. Coulson, City Clerk of the City of Fruitland Park, Florida, on behalf of the corporation, who are [X] personally known to be me or produced _____ as identification.

_____
Notary Public
Notary Public - State of Florida
Commission No _____
My Commission Expires _____

EXHIBIT “A”
LEGAL DESCRIPTION

That part of the Northeast ¼ of the Northwest ¼ of Section 3, Township 19 South, Range 24 East, in Lake County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Northeast ¼ of the Northwest ¼ of Section 3; thence run N89°46'23"W along the North line of said Northeast ¼ of the Northwest ¼, a distance of 1327.38 feet to the Northwest corner of said Northeast ¼ of the Northwest ¼; thence run S00°53'13"W along the West line of said Northeast ¼ of the Northwest ¼, a distance of 15.00 feet for the Point of Beginning; thence continue S00°53'13"W along said West line, a distance of 225.75 feet; thence run S89°46'23"E along the South line of the North 240.74 feet of said Northeast ¼ of the Northwest ¼, a distance of 25.00 feet; thence run S00°53'13"W along a line 25.00 feet East of and parallel to said West line of the Northeast ¼ of the Northwest ¼, a distance of 337.27 feet; thence run S89°46'23"E along a line parallel with said North line of the Northeast ¼ of the Northwest ¼, a distance of 1285.45 feet; thence run N01°04'39"E along a line 15.00 feet West of and parallel to the East line of said Northeast ¼ of the Northwest ¼, a distance of 563.05 feet; thence run N89°46'23"W along a line 15.00 feet South of and parallel to said North line of the Northeast ¼ of the Northwest ¼, a distance of 1312.33 feet to the Point of Beginning.
Contains 729,865 square feet or 16.755 acres, more or less.

EXHIBIT “B”
THE PLAN

CITY OF FRUITLAND PARK
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC

PUD AMENDMENT

Owner: **Griffin Preserve LLC**

Applicant: **Sloan Engineering Group, Inc., Mike Flora**

General Location: **East of US 27/441 and East of Register Road**

Number of Acres: **16.75 ± acres**

Existing Zoning: **PUD**

Existing Land Use: **Single-Family Medium Density (4 units/acre)**

Date: **May 16, 2025**

Description of Project

The applicant is requesting an amendment to the Master Development Agreement to allow a maximum building coverage from 30% to 50% and a maximum Impervious Surface Ratio (ISR) of 60%. Section 5 (h) of the MDA states that "Any zoning standard no specifically listed in this Agreement shall be in compliance with the R-4 zoning district standards and other applicable sections of the Land Development Code." The R-4 zoning district standards (Chapter 154, Section 154.030(4)(d)(2)(E)(v) state that the maximum building coverage is 30%. The existing MDA allows development of a 67-unit single family subdivision located off of Register Road currently known as Griffin Preserve.

	Surrounding Zoning	**Surrounding Land Use**
North	R-1 (Lake County) & City PUD	Regional Office (3.0 FAR) (Lake County) & SF Medium Density (4 units/acre)
South	R-1 (Lake County	Urban Low (4 units/acre) (Lake County)
East	PFD	Recreation (0.30 FAR)
West	CFD and R-6	Urban Medium Density (7 units/acre)

Assessment

The minimum lot size is 5,750 square feet and a 30% maximum building coverage equates to 1,725 square feet whereas the applicant is requesting a 50% maximum building coverage

equates to 2,875 square feet. Pursuant to Chapter 151, Definitions, building coverage is that portion of the lot which is occupied by principal and accessory structures.

The applicant is also requesting a 60% maximum impervious surface ratio which equates to 3,450 square feet based on the minimum lot size of 5,750 square feet.

The elevations submitted by the applicant during the preliminary plan review indicate home sizes of 2,115 square feet, 2,145 square feet, 2,654 square feet, and 3,504 square feet which include 2-car garages.

The drainage report submitted by the applicant indicates a maximum impervious area per lot of 3,000 square feet. Please verify that the maximum ISR requested within the MDA does not exceed the proposed ISR requested by the SJRWMD permit.

Conclusions

Please provide a Lot Maximum Building Coverage and Maximum ISR summary. Please assure that the maximum ISR per lot does not exceed the proposed ISR requested by the SJRWMD permit.

VIA EMAIL echurch@fruitlandpark.org

May 15, 2025

Emily Church
Office Assistant
City of Fruitland Park
506 W. Berckman St.
Fruitland Park, FL 34731

RE: GRIFFIN PRESERVE PUD AMENDMENT (AVO 043866.154)
REVIEW #1

Dear Ms. Church:

Per your email request dated May 14, 2025, I have reviewed the documents which were included in the drop box for the above referenced project. Based on my review, I offer no objection to the proposed PUD amendment.

Should you have any questions, please feel free to contact our office at 352-343-8481.

Sincerely,
HALFF

Brett J. Tobias, P.E.
Team Leader
btobias@halff.com

BJT:ab