



**506 WEST BERCKMAN STREET
FRUITLAND PARK, FL 34731**

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

SPECIAL MASTER: Amanda Boggus, Atty	Others: Michael Rankin, LPG Anita Geraci-Carver, City Attorney Sharon Williams, Administrative Manager Emily Church, Administrative Assistant
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**AGENDA
Land Planning Agency (LPA) August 20, 2026
6:05 PM**

- I. CALL TO ORDER**
- II. MEETING NOTES FROM PREVIOUS MEETING:** Meeting notes from the May 21st meeting included for review/comment/approval.
- III. OLD BUSINESS:** None
- IV. NEW BUSINESS**
 - 1. Kensington Gardens – Large Scale Comp Plan, and Rezone/MDA - Alternate Keys 1284929, 1284937, 1285186, 1285267, 1285275, 1285305, 3645162 (alternate key 2856351-Fruitland Park parcel)**
 - a. Large Scale Comp Plan Amendment (LSCPA) - Ordinance 2026-012

The proposed large scale comp plan consists of eight (8) parcels totaling approximately 71.27 +/- acres. The applicant is proposing Single Family Medium Density (@ 4 units/acre) on 58.16 acres and Multi-Family Low Density (@8 units/acre) on 13.11 acres for a proposed density of 4.32 units/acre. The current/existing land use is Single Family Low Density (@2 units/acre), Regional Commercial (3.0 FAR) and Regional Office (3.0 FAR). The development will consist of 131 - 40' x 115' (4,600 sf) lots and 177 - 50' x 115' (5,750 sf) lots. The properties are located east of US Hwy 27/441 and south of S. Grays Airport Rd, a designated urban collector road
 - b. Rezoning Ordinance 2026-013

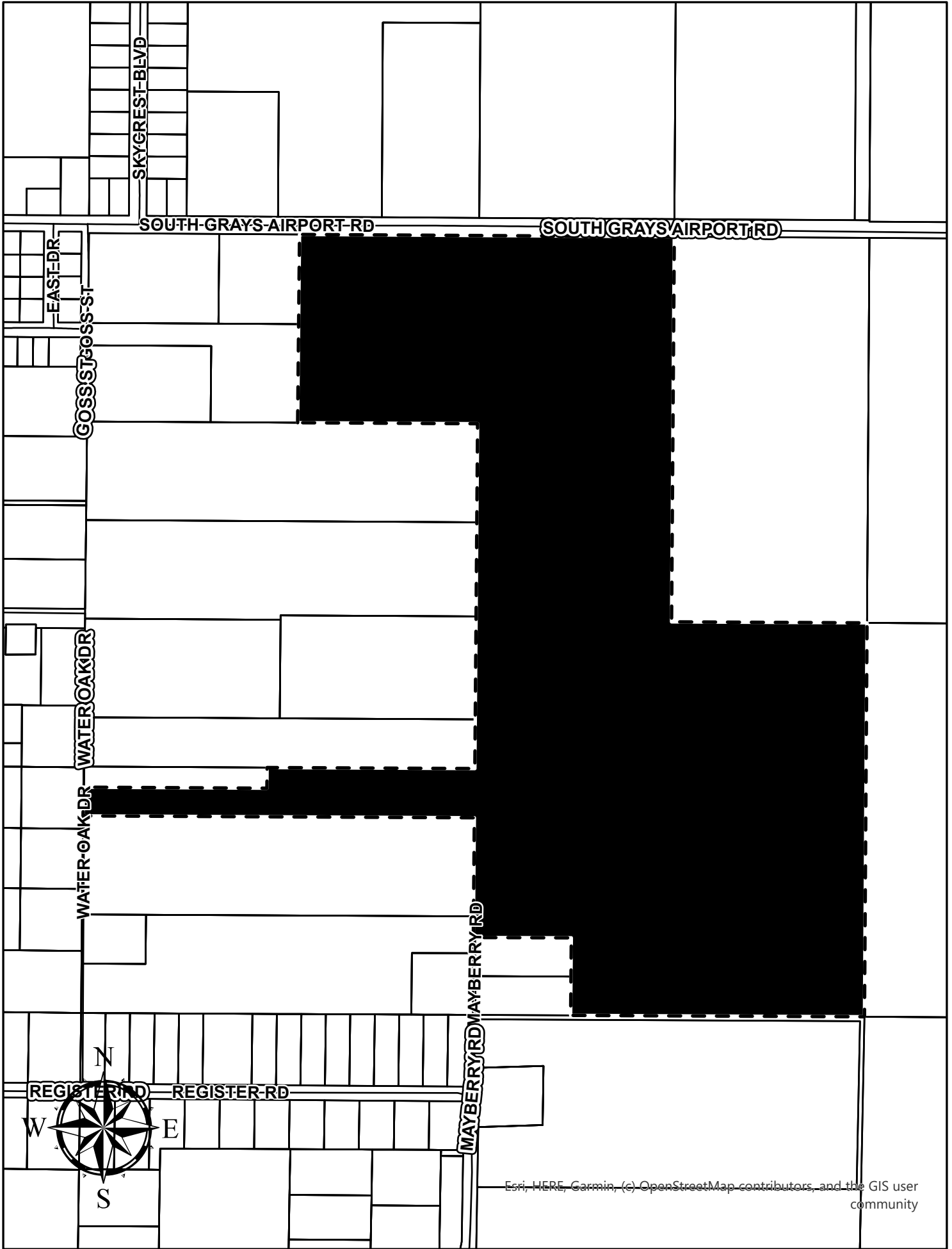
The current zoning for the mentioned 8 properties is Lake County Agriculture, R-1, R-2, C-2 and Residential PUD. It should be noted that the proposed zoning is Residential Planned Unit Development (PUD) with an overall density of 4.32 units/acre and a maximum total number of 308 units. Open space is required to be a minimum of 25% with some suitably improved areas for the recreational needs of the community. Although, based on the acreage, a minimum of 17.81 acres is required, the plan indicates an offering of 18.75 acres or 26.31%.

STAFF 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
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SPECIAL MASTER:

Amanda Boggus, Atty

Others:

Michael Rankin, LPG

Anita Geraci-Carver, City Attorney

Sharon Williams, Administrative Manager

Emily Church, Administrative Assistant

**LAND PLANNING AGENCY (LPA) MINUTES
Planning & Zoning (P&Z) MEETING – SPECIAL MASTER
May 21, 2026
6:10 PM**

-
1. **CALL TO ORDER - 6:10 p.m**
 2. **ROLL CALL – N/A**
 3. **APPROVAL OF MINUTES – N/A**

PUBLIC HEARING

4. **FPF Stephenson Lane – Large Scale Comp Plan, Ordinance 2026-008 -
Alternate Keys 1288738, 1288576, 3870774, 1772494**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT AND SITE SPECIFIC AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY MULTI-FAMILY LOW DENSITY OF 14.86 +/- ACRES OF PROPERTY GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF MYRTLE LAKE AVE.; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

The ordinance was read in by the City Attorney representative. The Special Master reserved public comment on the LPA Agenda to avoid repetition during the Planning & Zoning Meeting. The Special Master recommended approval from the Land Planning Agency to the Planning and Zoning Meeting.

5. Vita Serena – Large Scale Comp Plan, Ordinance 2025-026 – Alternate Keys: Unincorporated 3884327, 1288347, 1288053 and 1288339 (Fruitland Park)

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT PURSUANT TO 163.3184, FLORIDA STATUTES, BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY RURAL TO CITY OF FRUITLAND PARK SINGLE FAMILY MEDIUM DENSITY ON 95.35 +/- ACRES OF PROPERTY GENERALLY LOCATED NORTH OF CR 466A AND WEST OF MICRO RACETRACK ROAD; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

The ordinance was read in by the City Attorney representative. The Special Master reserved public comment on the LPA Agenda to avoid repetition during the Planning & Zoning Meeting. The Special Master recommended approval from the Land Planning Agency to the Planning and Zoning Meeting.

6. UNFINISHED BUSINESS – N/A

7. 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.

8. OTHER BUSINESS – N/A

9. ADJOURNMENT - 6:13 p.m.

Any person requiring a special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.) If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (§286.0105, F.S.)

ORDINANCE 2026-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM CITY OF FRUITLAND PARK SINGLE-FAMILY LOW DENSITY AND LAKE COUNTY REGIONAL OFFICE TO CITY OF FRUITLAND PARK SINGLE FAMILY MEDIUM DENSITY OF 58.16 +/- ACRES AND FROM LAKE COUNTY REGIONAL COMMERCIAL TO MULTI-FAMILY LOW DENSITY OF 13.11 +/- ACRES OF PROPERTY GENERALLY LOCATED EAST OF U.S. HWY 27/441, SOUTH OF SOUTH GRAYS AIRPORT ROAD AND NORTH OF REGISTER ROAD; DIRECTING THE CITY MANAGER OR DESIGNEE TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Fruitland Park Development V, LLC, a Florida limited liability company on behalf of Jim and Barbara Logan, Richard D. Gunter and the Living Trust of Agnes Berry requesting that real property within the city limits of the City of Fruitland Park be assigned a land use designation from Single-Family Low Density to "Single-Family Medium Density" on 58.16 +/- acres and Multi-Family Low Density on 13.11 +/- acres under the Comprehensive Plan for the City of Fruitland Park; and

WHEREAS, the required notice of the proposed large scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

WHEREAS, the Planning and Zoning Commission of the City of Fruitland Park and the Local Planning Agency for the City of Fruitland Park have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Commission of the City of Fruitland Park.

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

Section 1: The following described property consisting of approximately 71.27 ± acres generally located east of U.S. Hwy 27/441, south of South Grays Airport Road and north of Register Road as described and depicted as set forth on Exhibit "A" shall be assigned a land use designation of Single Family Medium Density and Multi-Family Low Density under the City of Fruitland Park Comprehensive Plan as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

Section 2: A copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Fruitland Park as a matter of permanent record of the City, matters

and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

Section 3. Direction to the City Manager.

Upon the Effective Date of this ordinance, the City Manager is hereby authorized to amend the comprehensive plan and future land-use map as identified herein after compliance with F.S. 163.3187 and F.S. 163.3184(11).

Section 4: 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 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6: 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 7. Adoption

After adoption, a copy hereof shall be forwarded to the Department of Commerce.

Section 8: This Ordinance shall become effective 31 days after its adoption by the City Commission. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND ORDAINED in regular session of the City Commission of the City of Fruitland Park, Lake County, Florida, this _____ day of _____, 2026.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST: (SEAL)

Ordinance 2026-012

Page 3

Gwen Johns, City Clerk

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

Passed First Reading _____
Passed Second Reading _____

Approved as to Form:

Anita Geraci-Carver, City Attorney

“EXHIBIT A”

SINGLE FAMILY MEDIUM DENSITY LAND USE

THE WEST 1/2 OF THE NORTH-EAST 1/4 OF THE SOUTHWEST 1/4, LESS ROAD ON THE NORTH, AND THE EAST 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, RUN SOUTH ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT THAT IS 70.00 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; FROM SAID POINT RUN EAST, PARALLEL WITH THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN WEST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENT TO FLORIDA POWER CORPORATION RECORDED NOVEMBER 21, 1990, AT O.R. BOOK 1084, PAGE 2 319, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. THE ABOVE DESCRIPTION IS 48.26 ACRES.

(BERRY PROPERTY)

THE WEST QUARTER (1/4) OF THE SOUTH EAST QUARTER (1/4) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 34, TWP. 18, SOUTH RANGE 24 EAST, LESS THE SOUTH 262.4 FT. THEREOF, CONTAINING 8.2 ACRES MORE OR LESS, FRUITLAND PARK, LAKE COUNTY, FLORIDA.

TOGETHER WITH:

SOUTH HALF (1/2) OF THE SOUTH HALF (1/2) OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 34, TOWNSHIP 18, SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; LESS AND EXCEPT – THE NORTH 70 FEET OF THE WEST 622 FEET THEREOF.

MULTI-FAMILY LOW DENSITY LAND USE

(GUNTER PROPERTY)

PARCEL 1:

THE EAST 396 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA AND RUN SOUTH ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT THAT IS 70.00 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; FROM SAID POINT RUN EAST, PARALLEL WITH THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS TO A POINT ON THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN WEST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENT TO FLORIDA POWER CORPORATION RECORDED NOVEMBER 21, 1990, IN OFFICIAL RECORDS BOOK 1084, PAGE 2319, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

THE WEST 924 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, RUN S.00°14'00"W. ALONG THE WEST LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 75.66 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE S.00°14'00"W. ALONG SAID WEST LINE 258.57 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE N.89°55'55"E. ALONG THE SOUTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 418.55 FEET; THENCE N.00°14'00"E. 258.4 FEET; THENCE S.89°57'17"W. 418.55 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THOSE LANDS AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1415, PAGE 1319, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 4:

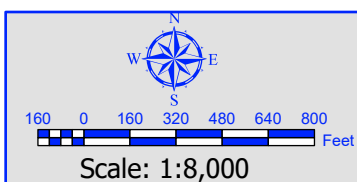
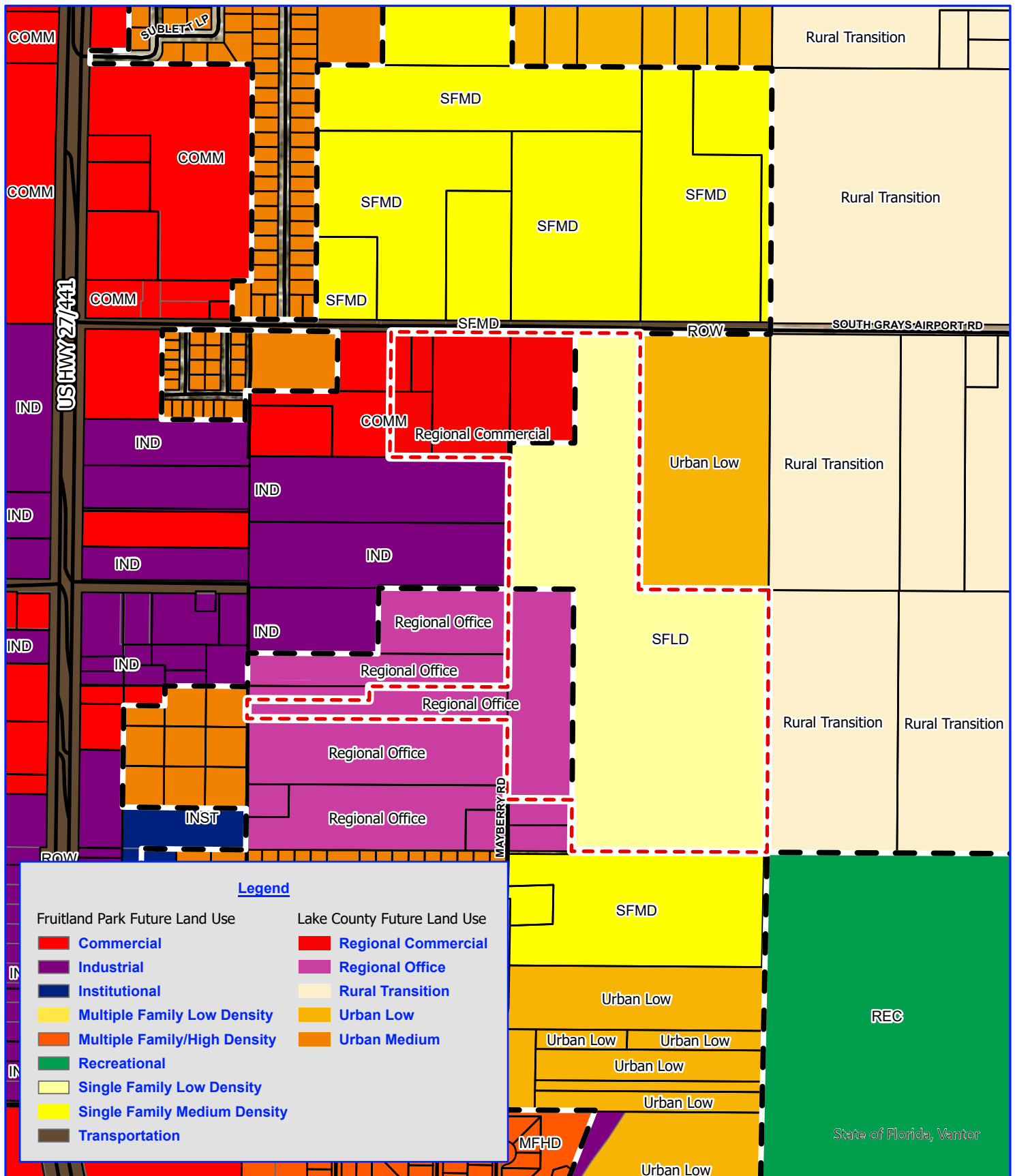
THE EAST 105.0 FEET OF THE WEST 819.0 FEET OF THE NORTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LESS: RIGHT-OF-WAY FOR COUNTY ROAD.

PARCEL 5:

THE EAST 105.0 FEET OF THE WEST 924.0 FEET OF THE NORTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LESS: RIGHT-OF-WAY FOR COUNTY ROAD.

EXHIBIT B

MAP



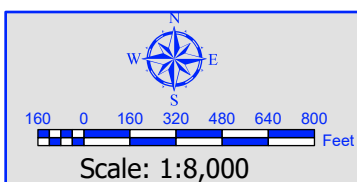
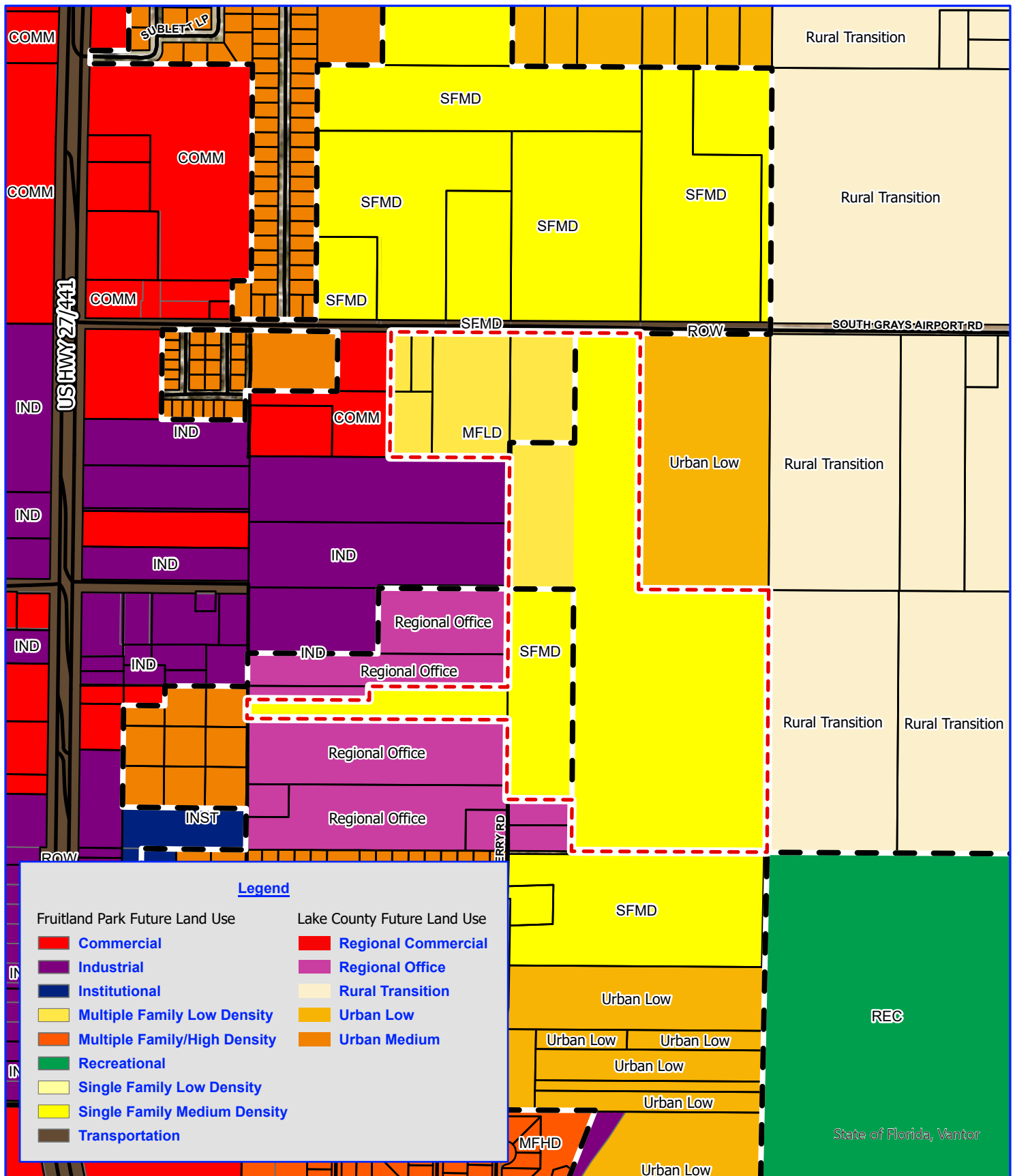
Kensington Gardens

Fruitland Park, Florida
Existing Future Land Use Map

Project: 398/24/13
File: Existing FLU
Name: Kensington Gardens
PM: S. Lindh
Date: April 6, 2026
Created By: T. Ramdass



LAND PLANNING GROUP
ENTITLEMENT • PLANNING • CONSULTING
URBAN AND REGIONAL PLANNERS

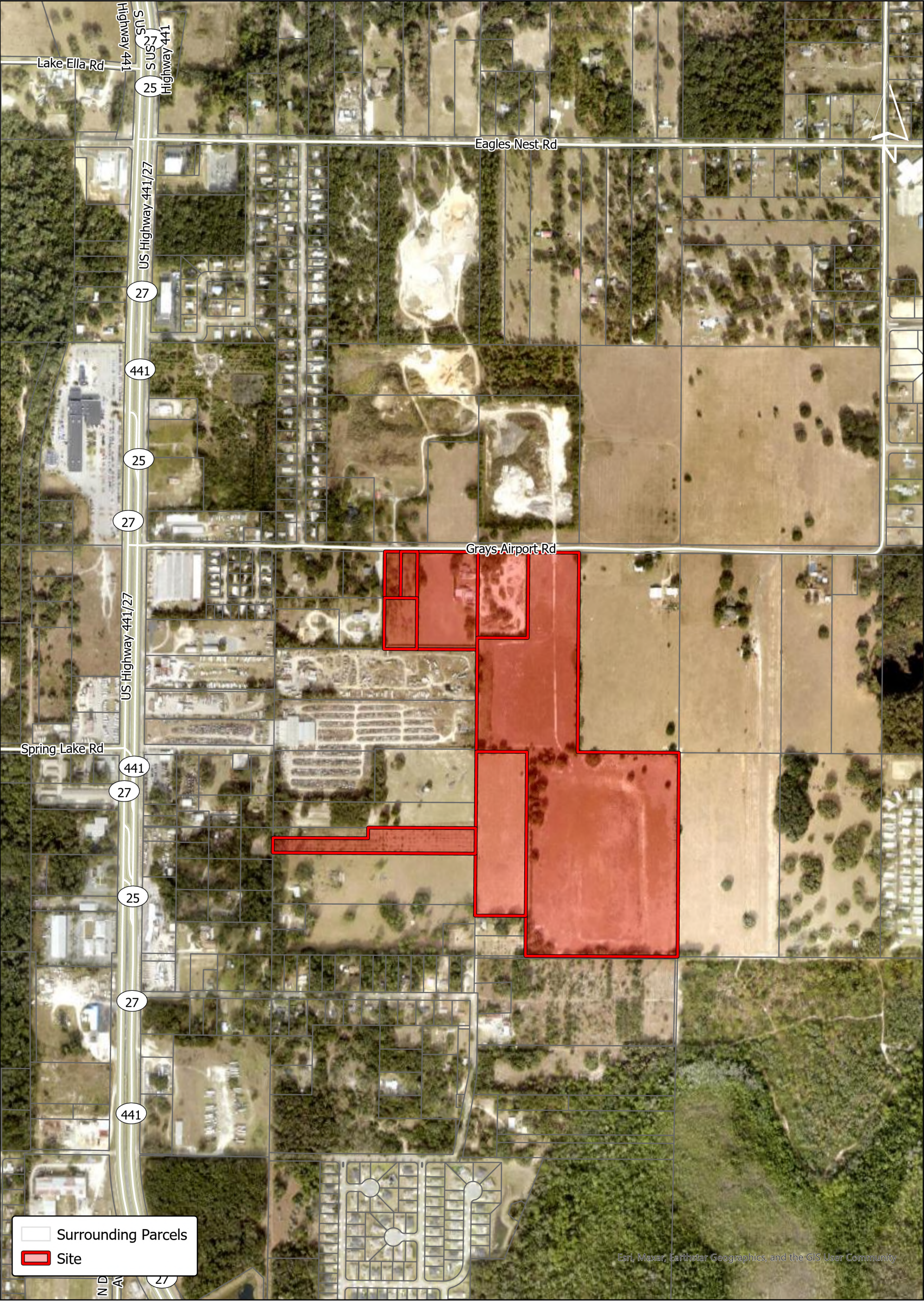


Kensington Gardens

Fruitland Park, Florida
Proposed Future Land Use Map

Project: 398/24/13
File: Proposed FLU
Name: Kensington Gardens
PM: S. Lindh
Date: April 6, 2026
Created By: T. Ramdass





Kensington Gardens

Surrounding Parcels

0 400 US Feet



ORDINANCE 2026-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 71.26 +/- ACRES OF PROPERTY FROM CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD), CITY OF FRUITLAND PARK SINGLE FAMILY LOW DENSITY RESIDENTIAL (R-2), LAKE COUNTY RURAL RESIDENTIAL (R-1), LAKE COUNTY AGRICULTURE (A), AND LAKE COUNTY COMMUNITY COMMERCIAL DISTRICT (C-2) TO CITY OF FRUITLAND PARK RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED EAST OF US HWY. 441/27 AND SOUTH OF GRAYS AIRPORT ROAD; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; 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 Wohlfarth Consultants, LLC. as applicant, on behalf of James and Barbara Logan, Richard D. Gunter, and Agnes S. Berry, Trustee as Owners, requesting that real property within the city limits of the City of Fruitland Park be rezoned from Planned Unit Development (PUD), Single Family Low Density Residential (R-2), Lake County Rural Residential (R-1), Lake County Agriculture (A), Lake County Community Commercial District (C-2) to Planned Unit Development (PUD) within the City limits of Fruitland Park; 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 71.26 ± acres generally located east of U.S. Highway 441/27 and south of Grays Airport Road as described as set forth on **Exhibit "A"** and depicted on the map attached hereto as **Exhibit "B"**. shall hereafter be designated as PUD "Planned Unit Development" as defined in the Fruitland Park Land Development Regulations. The Property shall hereafter be developed with a maximum of 308 residential units and according to the 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 _____, 2026.

Chris Cheshire, Mayor
City of Fruitland Park, Florida

ATTEST:

Approved as to Form:

Gwen Keough-Johns, BS, MMC, City Clerk

Anita Geraci-Carver, City Attorney

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)
Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Passed First Reading _____
Passed Second Reading _____
(SEAL)

“EXHIBIT A”

THE WEST 1/2 OF THE NORTH-EAST 1/4 OF THE SOUTHWEST 1/4, LESS ROAD ON THE NORTH, AND THE EAST 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, RUN SOUTH ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT THAT IS 70.00 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; FROM SAID POINT RUN EAST, PARALLEL WITH THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN WEST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENT TO FLORIDA POWER CORPORATION RECORDED NOVEMBER 21, 1990, AT O.R. BOOK 1084, PAGE 2 319, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. THE ABOVE DESCRIPTION IS 48.26 ACRES.

(GUNTER PROPERTY)

PARCEL 1:

THE EAST 396 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA AND RUN SOUTH ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT THAT IS 70.00 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; FROM SAID POINT RUN EAST, PARALLEL WITH THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS TO A POINT ON THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN WEST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENT TO FLORIDA POWER CORPORATION RECORDED NOVEMBER 21, 1990, IN OFFICIAL RECORDS BOOK 1084, PAGE 2319, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

THE WEST 924 FEET OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, RUN S.00°14'00"W. ALONG THE WEST LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 75.66 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE S.00°14'00"W. ALONG SAID WEST LINE 258.57 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE N.89°55'55"E. ALONG THE SOUTH LINE OF SAID SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 418.55 FEET; THENCE N.00°14'00"E. 258.4 FEET; THENCE S.89°57'17"W. 418.55 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THOSE LANDS AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1415, PAGE 1319, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 4:

THE EAST 105.0 FEET OF THE WEST 819.0 FEET OF THE NORTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LESS: RIGHT-OF-WAY FOR COUNTY ROAD.

PARCEL 5:

THE EAST 105.0 FEET OF THE WEST 924.0 FEET OF THE NORTH 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LESS: RIGHT-OF-WAY FOR COUNTY ROAD.

(BERRY PROPERTY)

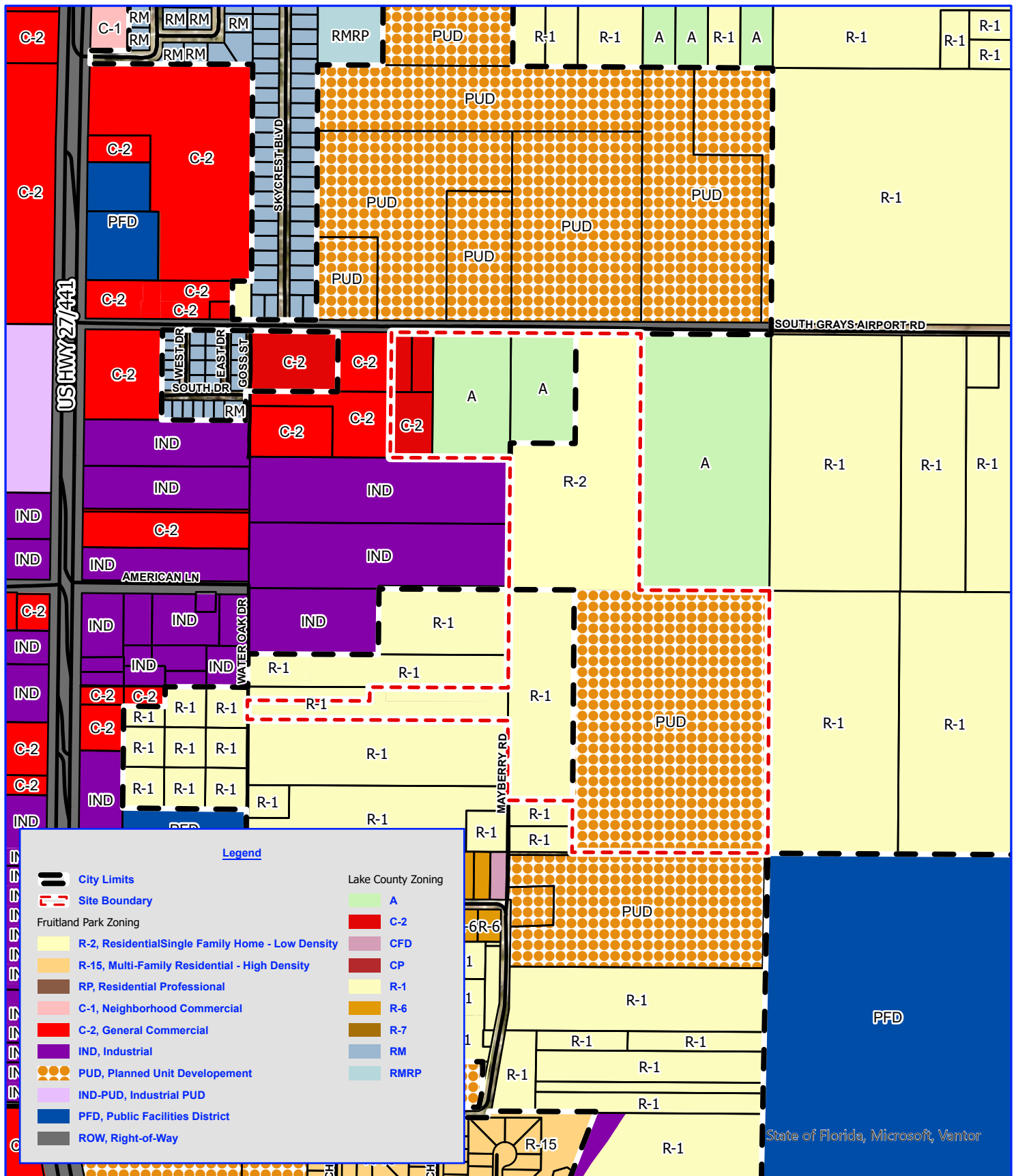
THE WEST QUARTER (1/4) OF THE SOUTH EAST QUARTER (1/4) OF THE SOUTH WEST QUARTER (1/4) OF SECTION 34, TWP. 18, SOUTH RANGE 24 EAST, LESS THE SOUTH 262.4 FT. THEREOF, CONTAINING 8.2 ACRES MORE OR LESS, FRUITLAND PARK, LAKE COUNTY, FLORIDA.

TOGETHER WITH:

SOUTH HALF (1/2) OF THE SOUTH HALF (1/2) OF THE NORTH HALF (1/2) OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 34, TOWNSHIP 18, SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; LESS AND EXCEPT – THE NORTH 70 FEET OF THE WEST 622 FEET THEREOF.

EXHIBIT “B”

**EXHIBIT “C”
MASTER DEVELOPMENT AGREEMENT**



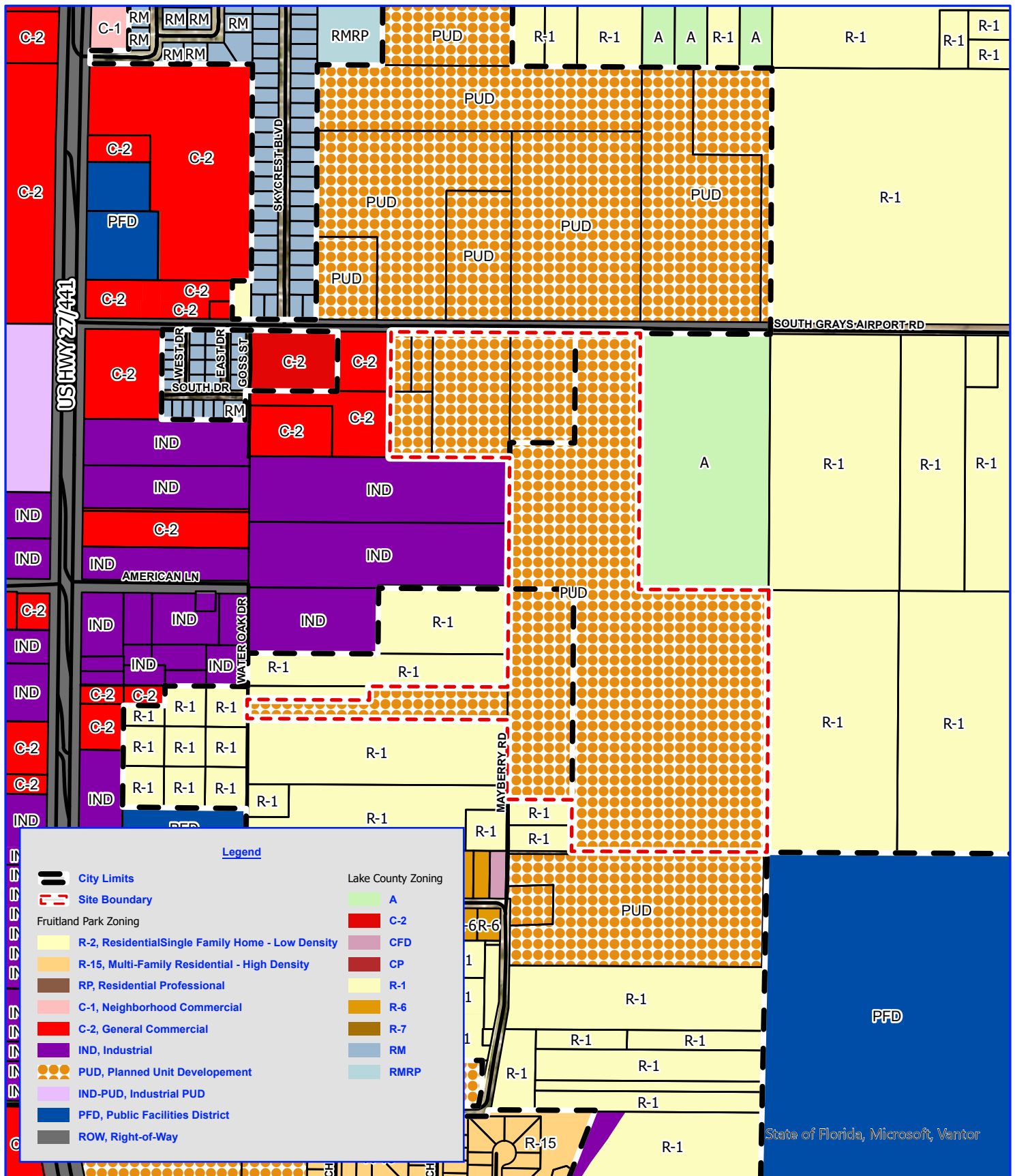
Kensington Gardens

Fruitland Park, Florida
Existing Zoning Map

Project: 398/24/13
File: Existing Zoning
Name: Kensington Gardens
PM: S. Lindh
Date: April 6, 2026
Created By: T. Ramdass



LAND PLANNING GROUP
ENTITLEMENT • PLANNING • CONSULTING
URBAN AND REGIONAL PLANNERS



Kensington Gardens

Fruitland Park, Florida
Proposed Zoning Map

Project: 398/24/13
File: Proposed Zoning
Name: Kensington Gardens
PM: S. Lindh
Date: April 6, 2026
Created By: T. Ramdass



LAND PLANNING GROUP
— ENTITLEMENT • PLANNING • CONSULTING —
URBAN AND REGIONAL PLANNERS

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

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 James and Barbara Logan, (hereinafter referred to as the "Owner").

RECITALS

1. The Owner owns 48.26 ± 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 rezone the Property as set forth herein.
3. The Property is currently located within the City of Fruitland Park with 48.26 +/- acres having a future land use designation of "Single Family Medium Density" on the City of Fruitland Park Future Land Use Map and zoned Planned Unit Development (PUD) and Single Family Low Density Residential (R-2).
4. Owner has filed applications rezoning from Planned Unit Development (PUD) and Single Family Low Density Residential (R-2) to City of Fruitland Park "Planned Unit Development" 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 rezoning 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 48.26 +/- 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 for a rezoning 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 Agreement, adopts an ordinance rezoning the Property and such rezoning becomes effective. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning. However, if the City denies the application for rezoning, this 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 Wohlfarth Consulting Group, LLC, dated _____ 2024, 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 193 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 4,600 square feet for the detached single-family homes on 40' x 115' and 5,750 square feet for the detached single-family homes on 50' x 115'.
- c. Minimum lot width for detached single-family shall be 40 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 feet (25')

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

Rear: Twenty feet (20')

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, but not limited to, walking trails, dog park, or open play fields.
- h. The maximum impervious surface ratio (ISR) per lot is sixty-five percent (65%).
- i. 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. 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 7. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by one primary access off of South Grays Airport 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 South Grays Airport Road, and conveyance of additional right-of-way for South Grays Airport 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 8. 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 9. 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 10. 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 11. 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 12. 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 twenty-five foot (25') landscape buffer type "C" 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 25. 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:	James and Barbara Logan P.O. Box 729 Fruitland Park, FL 34731-0729
Copy to:	Fruitland Park Development V, LLC 246 N. Westmonte Drive Altamonte Springs, FL 32714 407-350-9090 Telephone

Section 26. 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 27. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner, or the effective date of the annexation of the Property, whichever occurs later, and shall terminate three (3) years thereafter; provided, however, that the term of this Agreement may be extended for up to an additional two (2) years by mutual consent of the City and the Owner, subject to a public hearing.

Section 28. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 29. 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:**

Witness Signature

By: _____
James Logan

Print Name

Witness Signature

By: _____
Barbara Logan

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by [☐] physical presence or [☐] online notarization this ____ day of _____ by James and Barbara Logan who is 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: _____
Esther B. Coulson
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 _____ 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

THE WEST 1/2 OF THE NORTH-EAST 1/4 OF THE SOUTHWEST 1/4, LESS ROAD ON THE NORTH, AND THE EAST 3/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

BEGIN AT THE NORTHWEST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, RUN SOUTH ALONG THE WEST LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT THAT IS 70.00 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; FROM SAID POINT RUN EAST, PARALLEL WITH THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330.00 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 590.00 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE RUN WEST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 330 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENT TO FLORIDA POWER CORPORATION RECORDED NOVEMBER 21, 1990, AT O.R. BOOK 1084, PAGE 2 319, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
THE ABOVE DESCRIPTION IS 48.26 ACRES.

EXHIBIT "B"
THE PLAN

PHASE OUTLINE

Kensington Gardens							
Phasing Table							
	Infrastructure		Building		40' X 115'	50' X 115'	Total
	Start	Finish	Start	Finish			
Phase 1	11/1/2026	7/29/2027	7/29/2027	7/15/2028	47	35	82
Phase 2	7/29/2027	2/24/2028	2/24/2028	7/18/2028	84	0	84
Phase 3	1/3/2027	8/1/2027	8/1/2027	7/18/2028	0	32	32
Phase 4	9/3/2027	6/1/2028	6/1/2028	5/19/2028	0	60	60
Phase 5	3/27/2027	10/23/2027	10/23/2027	10/9/2028		50	50
					131	177	308

	Ownership			Maintenance		
	City	County	HOA	City	County	HOA
Internal Roads	X					X
External Roads						
S Grays Airport Road		X			X	
Sterm Drainage			X			X
Water Management			X			X
Infrastructure						
Potable Water	X			X		
Sanitary Sewer	X			X		
Non-Potable Water	X			X		

