

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

June 12, 2025

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, Florida 34731
6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Pastor **George Mulford**, Grace Bible Baptist Church

Pledge of Allegiance – Interim Police Chief **Henry Rains**

2. ROLL CALL

3. PRESENTATIONS

4. CONSENT AGENDA

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the items from the Consent Agenda; (2) Vote on remaining items; and (3) Discuss each pulled item separately and vote.

(a) Approval of Minutes (city manager/city clerk)

May 22, 2025, Regular Meeting

(b) Resolution 2025-035, Approving Highway Maintenance Memorandum of Agreement Contract #AT360, between the Florida Department of Transportation and the City of Fruitland Park. (city manager/city attorney/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT CONTRACT #AT360, BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF FRUITLAND PARK FOR THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- (c) Resolution 2025-042, Approving First Amendment (Change Order #1) to EJCDC Standard Form of Agreement between Owner and Contractor on the Basis of Stipulated Price Re: Spring Lake Water Main Project Changing the Retainage from 10% to 5%. (city manager/city attorney/public works director)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING FIRST AMENDMENT TO EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE RE: SPRING LAKE WATER MAIN PROJECT THAT CHANGES THE RETAINAGE FROM 10 PERCENT TO 5 PERCENT AS PROVIDED BY FLORIDA LAW; AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE.

- (d) Resolution 2025-044, Permanent Utility and Ingress/Egress Easements in the Vicinity of 35421 Micro Racetrack Road (Thiele Property). (city manager/city attorney/ community development director)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING TWO PERMANENT UTILITY AND INGRESS-EGRESS EASEMENTS IN FAVOR OF THE CITY OF FRUITLAND PARK, FLORIDA, FROM FRUITLAND PARK COMMONS II, LLC, ALONG MICRO RACETRACK ROAD; AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

5. REGULAR AGENDA

- (a) Resolution 2025-031, Arbor Park Phase I Subdivision Final Plat for approximately 160.35± Acres Generally Located West of US Hwy 27/441, East of County Road 468, North of Griffin Road and South of Urick Street. Petitioner: Halff Engineering on behalf of the owners, Garden Street Communities Southeast, LLC and Aggarwal & Gupta Family Foundation, Inc. (city attorney, city manager, community development)**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING FINAL PLAT APPROVAL OF ARBOR PARK PHASE 1 GENERALLY LOCATED WEST OF U.S. HWY 27/441, EAST OF COUNTY ROAD 468, NORTH OF GRIFFIN ROAD AND SOUTH OF URICK STREET, FRUITLAND PARK, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

- (b) Resolution 2025-028, Variance Requested by Contractor Tool Supply for Approximately 4.83± Acres Generally Located East of US Hwy 27/441 and North of South Grays Airport Road. Petitioner: Vera Holdings & Investments, Inc. (Owner).** (city attorney, city manager, community development)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, GRANTING A VARIANCE TO THE LAND DEVELOPMENT REGULATION (LDR) REQUIREMENTS PERTAINING TO LANDSCAPE BUFFER TREE PLANTINGS ON THE SUBJECT PROPERTY LOCATED EAST OF US HIGHWAY 441/27 AND NORTH OF SOUTH GRAYS AIRPORT ROAD OWNED BY VERA HOLDINGS & INVESTMENTS, INC., PROVIDING FOR AN EXPIRATION DATE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

- (c) Resolution 2025-029, Major Site Plan Requested by Contractor Tool Supply for Approximately 4.83± Acres Generally Located East of US Hwy 27/441 and North of South Grays Airport Road. Petitioner: Vera Holdings & Investments, Inc. (owner).** (city attorney, city manager, community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF A 53,710 SQUARE FOOT – TWO STORY BUILDING FOR RETAIL SALES OF CONTRACTOR TOOLS, OFFICE AND ATTACHED WAREHOUSES/STORAGE INCLUSIVE OF ASSOCIATED PARKING AND STORMWATER; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

- (d) Resolution 2025-040, Deferred Parking Agreement. Petitioner: Catalyst Design Group on behalf of the owner, Birch Enterprises LLC (Urick and Wilder).** (city manager/city attorney/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE DEFERRED PARKING AGREEMENT CONSISTENT WITH SECTION 162.040(D), CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE BETWEEN THE CITY AND BIRCH ENTERPRISES, LLC FOR THE URICK AND WILDER APARTMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- (e) Resolution 2025-030, Proportionate Share Mitigation Agreement (School Concurrency – Urick and Wilder).** (city manager/city attorney/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PROPORTIONATE SHARE MITIGATION AGREEMENT FOR THE PROJECT URICK AND WILDER STREET MULTIFAMILY RESIDENTIAL SCHOOL CONCURRENCY CASE #2024-29; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- (f) Resolution 2025-022, Major Site Plan for Approximately 10.42± Acres Generally Located South of Urick Street and East of Wilder Street. Petitioner: Catalyst Design Group on behalf of the owner, Birch Enterprises LLC.** (city manager/city attorney/community development director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW CONSTRUCTION OF MULTI-FAMILY APARTMENT BUILDINGS AND A CLUBHOUSE INCLUSIVE OF ASSOCIATED PARKING AND STORMWATER; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

- (g) Resolution 2025-041, Utility Easement. Petitioner: Catalyst Design Group on behalf of the owner, Birch Enterprises LLC (Urick and Wilder).** (city manager/city attorney/community development director/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A PERMANENT UTILITY AND INGRESS-EGRESS EASEMENT IN FAVOR OF THE CITY OF FRUITLAND PARK, FLORIDA, FROM BIRCH ENTERPRISES, LLC FOR THE URICK AND WILDER APARTMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

(h) Resolution 2025-037, Appointment of City Commissioner to Fill Seat for District 2. (city manager/city clerk/city commission)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A DISTRICT 2 TO FILL THE COMMISSION VACANCY IN DISTRICT 2 TO SERVE UNTIL THE NEXT CITY ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

(i) Resolution 2025-038, Appointment of City Commissioner to Fill Seat for District 5. (city manager/city clerk/city commission)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A RESIDENT OF DISTRICT 5 TO FILL THE COMMISSION VACANCY IN DISTRICT 5 TO SERVE UNTIL THE NEXT CITY ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

6. PUBLIC HEARING

END OF PUBLIC HEARING

7. QUASI-JUDICIAL PUBLIC HEARING

END OF QUASI-JUDICIAL PUBLIC HEARING

8. (a) City Manager

- i. Development Update**
- ii. Parks Impact Fee Discussion**
- iii. Wastewater Treatment Update**
- iv. Master Plan Update – Date to discuss Water Master Plan**
- v. Lake100 Study**

(b) City Attorney

- i. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628**
- ii. Linda Herald v. City of Fruitland Park, Lake County Case No. 2025-CA-000116**

9. UNFINISHED BUSINESS

10. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

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 City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

11. COMMISSIONER COMMENTS

(a) Commissioner Cosenza III

(d) Vice Mayor DeGrave

12. MAYOR'S COMMENTS

13. ADJOURNMENT

DATES TO REMEMBER

June 2nd – 24th

Collection of NEW Children's Shoes and Sneakers at the Library for the 4th Annual Back to School Bash

Thursday, June 26th

City Commission Meeting

For additional events, please visit [Calendar | City of Fruitland Park Florida](#).

Please note that in addition to the city commission meetings, more than one city commissioner may be present at the above-mentioned events.

Any person requiring 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.)

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: **4a – 4d**

ITEM TITLE: **Consent Agenda**

MEETING DATE: Thursday, June 12, 2025

DATE SUBMITTED: Friday, June 5, 2025

SUBMITTED BY: (See below)

BRIEF NARRATIVE: Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s), and (3) Discuss each pulled item separately and vote.

- (a) **Regular Minutes** dated May 22, 2025 (city clerk)
- (b) **Resolution 2025-035, Approval of Highway Maintenance Memorandum of Agreement Contract #AT360, between the Florida Department of Transportation and the City of Fruitland Park** (city manager/city attorney/public works director)
- (c) **Resolution 2025-042, Approval of First Amendment (Change Order #1) to EJCDC Standard Form of Agreement between Owner and Contractor on the Basis of Stipulated Price Re: Spring Lake Water Main Project Changing the Retainage from 10% to 5%.** (city manager/city attorney/public works director)
- (d) **Resolution 2025-044, Permanent Utility and Ingress/Egress Easements in the Vicinity of 35421 Micro Racetrack Road (Thiele Property).** (city manager/city attorney/community development director/public works director)

FUNDS BUDGETED: None

ATTACHMENTS: May 22, 2025, Regular City Commission Minutes
Agenda Summary for Resolution 2025-035
Resolution 2025-035 & Supporting Documents
Agenda Summary for Resolution 2025-042
Resolution 2025-042 & Supporting Documents
Agenda Summary for Resolution 2025-044
Resolution 2025-044 & Supporting Documents

RECOMMENDATION: Approve the Consent Agenda
ACTION: Approve

**FRUITLAND PARK CITY COMMISSION REGULAR
MEETING MINUTES
May 22, 2025**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida 34731, on Thursday, May 22, 2025, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, and Commissioner Joseph “Joey” Cosenza

Members Absent: Seats for Districts 2 and 5 are currently vacant.

Also Present: City Attorney Anita Geraci-Carver, City Manager Karen Manila, Human Resources Director John Klein; City Treasurer Gary Bachmann; Finance Deputy Director Kimberly Gehrke; Public Works Director Robb Dicus; Lieutenant David Cox; Interim Community Development Director Michael Rankin; Administrative Manager Sharon Williams and City Clerk Gwen Johns

Total Attendance:

1. CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order Melvin Davison of Heritage Community Church gave the Invocation and Police Lieutenant David Cox led the Pledge of Allegiance to the Flag.

2. ROLL CALL

After the Invocation and Pledge of Allegiance, Mayor Cheshire called the meeting to order and announced the decorum for this evening’s meeting. He then requested that Ms. Johns call the roll where a quorum was declared present.

3. CONSENT AGENDA

(a) Approval of Minutes – May 8, 2025, Regular Meeting.

(b) Resolution 2025-036, Approving an Agreement for Employment and Labor Law Legal Services Between the City of Fruitland Park and Allen, Norton & Blue, P.A.

ACTION: A motion was made by Commissioner Cosenza and seconded by Vice Mayor DeGrave to approve the consent agenda, as presented. The motion carried by a unanimous vote.

4. REGULAR AGENDA

There were no regular agenda items.

5. PUBLIC HEARING

- (a) **Final Reading of Ordinance No. 2025-011, Annexation, CR 468 Subdivision for Approximately 32.03± Acres Generally Located West of CR 468 and South of Myrtle Lake Ave., Petitioner: Burgland Capital, LLC on behalf of the owner, William Kent Stokes Trust**

Ms. Geraci-Carver read into the record the title of proposed Ordinance 2025-011, the substance of which is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF FRUITLAND PARK FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 32.03± ACRES OF LAND GENERALLY LOCATED WEST OF CR468 AND SOUTH OF MYRTLE LAKE AVE.; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE DEPARTMENT OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SCRIVENER'S ERRORS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Geraci-Carver noted no changes to this ordinance since first reading.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve Ordinance 2025-011, on final reading and as previously cited.

Mayor Cheshire called for interested parties to be heard. There being none, the public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

- (b) **Final Reading and Public Hearing of Ordinance 2025-012, Small Scale Comprehensive Plan Amendment – CR 468 Subdivision for Approximately 32.03± Acres Generally Located West of CR 468 and South of Myrtle Lake Ave., Petitioner: Burgland Capital, LLC, on behalf of the owner, William Kent Stokes Trust.**

Ms. Geraci-Carver read into the record the title of proposed Ordinance 2025-012, the substance of which is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, PROVIDING FOR A SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT BY AMENDING THE FUTURE LAND USE PLAN DESIGNATION FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY SINGLE-FAMILY MEDIUM DENSITY OF 32.03± ACRES OF PROPERTY GENERALLY LOCATED WEST OF CR 468 AND SOUTH OF LAKE MYRTLE 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.

Ms. Geraci-Carver reviewed the requested changes that were made to Ordinance No. 2025-012, since the first reading.

ACTION: A motion was made by Vice Mayor DeGrave and seconded by Commissioner Cosenza to approve Ordinance 2025-012, on final reading and as previously cited.

Mayor Cheshire called for interested parties to be heard. There being none, the public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

6. QUASI-JUDICIAL PUBLIC HEARING

(a) Final Reading and Public Hearing of Ordinance 2025-013, Rezoning to PUD – CR 468 Subdivision for Approximately 32.03± Acres Generally Located West of CR 468 and South of Myrtle Lake Ave., Petitioner: Burgland Capital, LLC, on behalf of the owner, William Kent Stokes Trust.

Ms. Geraci-Carver read into the record the title of proposed Ordinance 2025-013, the substance of which is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING APPROXIMATELY 32.03± ACRES OF PROPERTY LOCATED ON CR 468 SOUTH OF LAKE MYRTLE AVE.; FRUITLAND PARK, FLORIDA FROM LAKE COUNTY AGRICULTURE AND RESIDENTIAL PROFESSIONAL ZONING TO THE CITY OF FRUITLAND PARK DESIGNATION OF PUD, PLANNED UNIT DEVELOPMENT, WITHIN THE CITY LIMITS OF FRUITLAND PARK; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY, REPEALING ALL ORDINANCES

IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Geraci-Carver, reviewed the requested changes that were made to Ordinance No. 2025-013, since the first reading.

ACTION: A motion was made by Commissioner Cosenza and seconded by Vice Mayor DeGrave to approve Ordinance 2025-013, on final reading and as previously cited.

Mayor Cheshire called for interested parties to be heard. There being none, the public hearing was closed.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

7. (a) City Manager
i. Development Update

Mike Rankin, Interim Community Development Director, provided an overview of development projects in the City. He noted that the final plans with Advent Health were moving quickly and noted that this was tied to the J.C. Burke property and the contiguous connection over to the old Hawthorne property. He stated that he had been working with a developer regarding property located just off of Pine Ridge Dairy Road to the north between Miller and their property for continuous ingress/egress to that parcel of property.

Vice Mayor DeGrave asked when the Evolve apartments would be occupied. Mr. Rankin responded approximately 6-7 weeks.

ii. Commission Vacancies

Ms. Manila gave an update on applications received for District 2 and District 5 commission seats. She outlined the process for the interview and appointment of two new commissioners. She stated once appointed the new commissioners would receive an orientation to prepare them for the June 26th City Commission meeting.

iii. Wastewater update

Ms. Manila stated that The Town of Lady Lake held a workshop last Thursday, and there was a consensus to participate with the City of Fruitland Park on a new wastewater treatment plant where the City of Fruitland Park would own a share of the plant. A special workshop will be scheduled with the city commission in the near future to discuss this further. Subsequently, the rate study will be completed and should reflect necessary impact fee or utility rate adjustments.

Ms. Manila announced the Finance System is scheduled to be down for maintenance from June 4-6, 2025. During that time, no online payments will be received.

Vice Mayor DeGrave asked about sewer impact fees. He noted that an impact fee payment is triggered when a building permit is issued, and he wondered if projects that end up on hold for a while would be subject to any implemented increase in impact fees. He noted that the new partnership would require a significant increase in impact fees. He thought the financial benefits related to this project would be critical, noting that the City would need to have financial support for the partnership.

(b) City Attorney

- i. **Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628** – Ms. Geraci-Carver stated discovery is ongoing.
- ii. **Linda Harold v. City of Fruitland Park, Lake County Case No. 2025-CA-000116** – Ms. Geraci-Carver stated this is also continuing the discovery process.

Ms. Geraci-Carver announced that electronic Form 1 Financial Disclosure Form notifications had been sent out and those forms must be completed by July 1, 2025.

8. UNFINISHED BUSINESS

There were unfinished business items.

9. PUBLIC COMMENTS

Carl Yauk, 1123 Ritter Road, agreed with Vice Mayor DeGrave about the wastewater treatment plant. He said that Villages residents already pay for the system that serves them.

Mr. Yauk asked about the status of completing work on CR 466A.

Mr. Yauk stated that he was aware of references to a City of Fruitland Park Residential Needs Analysis that indicated Fruitland Park would need 5,460 additional dwelling units to meet the projected financial needs through 2035. He asked when the analysis was completed, where the City currently stood, and whether the needs analysis included the Villages residents. He also wondered what other geographical areas may have been included in the analysis.

Mr. Yauk asked if the City excluded non-buildable properties from the calculations of land that is available for development within the City of Fruitland Park.

William Bear, 705 South Dixie, expressed concern about chemicals in the City's drinking water. He also mentioned concern regarding traffic on Dixie Avenue, particularly with the new school. He encouraged stronger traffic enforcement in that area.

Donna Masentenio, 2047 Myrtle Lake Ave, spoke about her concerns regarding crowding, traffic and congestion. Mayor Cheshire responded that the City of Fruitland Park works hard to maintain smart growth. He said that traffic analyses that have been conducted have indicated that the roadways can manage the impacts.

10. COMMISSIONERS' COMMENTS

(a) Commissioner Cosenza

ACTION: Nothing to report.

(b) Vice Mayor DeGrave

ACTION: Nothing to report.

11. MAYOR'S COMMENTS

Mayor Cheshire brought up the need for park impact fees to support growth. He stated that with the influx of development, residents are going to need amenities. Vice Mayor DeGrave said Fruitland Park is a place where people want to live, and he felt that impact fees was a topic that needed to be discussed in the near future. Ms. Geraci-Carver advised that the discussion of park impact fees could be placed on an upcoming agenda where the City Commission would provide direction to staff. This would allow for a proposal to be prepared and a consultant to study impact fees.

Mayor Cheshire noted that smart growth is important to the City of Fruitland Park. He said the City Commission is diligent in overseeing and maintaining smart growth. He said the City is aware of the traffic impacts due to growth. He mentioned Palm Avenue and Dixie Avenue are county roads. He acknowledged the dangerous intersection. He also mentioned the area of Urick and CR 468. Mayor Cheshire stated that a recent change has been adopted and implemented which will limit building heights in the City of Fruitland Park.

a. Dates to Remember

May 1 st – 30 th	Food for Fines at Fruitland Park Library
May 5 th – 9 th	Teacher Appreciation Week
Thursday, May 22 nd	City Commission Meeting

13. ADJOURNMENT

The meeting adjourned at 6:28 p.m.

Gwen Keough-Johns, City Clerk

Chris Cheshire, Mayor

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
ITEM NUMBER: 4b

ITEM TITLE: Resolution 2025-035 Approving Highway Maintenance Memorandum of Agreement Contract #AT360 Between Florida Department of Transportation and City of Fruitland Park.

MEETING DATE: June 12, 2025

DATE SUBMITTED: May 14, 2025

SUBMITTED BY: city manager/public works director

BRIEF NARRATIVE: Resolution 2025-035 approves a highway maintenance agreement between Florida Department of Transportation (FDOT) and the City of Fruitland Park for the city to maintain rights-of-way along Hwy 441/27 within the city limits.

In 2018 the City of Fruitland Park entered into a contract with FDOT for the city to maintain the rights-of-way along Hwy 441/27 within the city limits. The contract commenced in April 2019 for an initial three (3) year period and was extended in 2022 for an additional three (3) years. The initial contract and extension provided \$33,057 annually as reimbursement to the city for performing the maintenance.

Staff and FDOT are interested in entering a new contract for the city to continue maintaining the rights-of-way of Hwy 441/27 from the southern city limit adjacent to Leesburg to the northern city limit adjacent to Lady Lake. The maintenance activities include mowing, edging, sweeping, litter removal, tree trimming, etc. of the rights-of-way, as well as mowing and trimming of three retention ponds. FDOT would reimburse the city \$40,275 per year. The initial contract period would be June 8, 2025, through June 7, 2028, with the option to renew the contract for an additional 3-year term at the same reimbursement value of \$40,275 per year.

FUNDS BUDGETED: None

ATTACHMENTS: Resolution 2025-035, Contract #AT360

RECOMMENDATION: Approval

ACTION TO BE TAKEN: Approve Resolution 2025-035

RESOLUTION NO. 2025-035

**A RESOLUTION OF THE CITY COMMISSION OF CITY OF
FRUITLAND PARK, FLORIDA, APPROVING THE FLORIDA
DEPARTMENT OF TRANSPORTATION HIGHWAY
MAINTENANCE MEMORANDUM OF AGREEMENT CONTRACT
#AT360, BETWEEN THE FLORIDA DEPARTMENT OF
TRANSPORTATION AND THE CITY OF FRUITLAND PARK FOR
THE MAINTENANCE OF STATE ROAD RIGHTS-OF-WAY BY
THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THE
AGREEMENT; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, in 2018, the City Commission of the City of Fruitland Park, Florida entered into the Highway Maintenance Memorandum of Agreement, Contract #AT360 with the State of Florida Department of Transportation which provided for the City to perform sidewalk improvements and maintenance, as well as slope mowing, large and small machine mowing, tree trimming and removal, chemical grass and weed control, roadside litter removal, road sweeping (mechanical) and edging and sweeping along US 441 from the southern city limits to the north city limits; and

WHEREAS, in 2022 FDOT determined it would be in its best interest for the City to continue performing such maintenance for an additional three (3) year period; and

WHEREAS, FDOT has determined it would be in its interest and most practical, expeditious and economical for the City and FDOT to enter into a new Memorandum of Agreement to continue performing such maintenance for a three (3) year period; and

WHEREAS, FDOT agrees to reimburse the City of Fruitland Park \$40,275 annually, in quarterly installments, for a total of \$120,824; and

WHEREAS, the City of Fruitland Park finds it in the public interest to enter into the Highway Maintenance Memorandum of Agreement, Contract #AT360; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Highway Maintenance Memorandum of Agreement, Contract #AT360 with the State of Florida Department of Transportation.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. Department of Transportation Highway Maintenance Memorandum of Agreement Contract #AT360 between the State of Florida Department of Transportation and the City of Fruitland Park, **a copy of which is attached hereto**, is approved.

SECTION 2. The Commission authorizes the Mayor to execute the Agreement.

SECTION 3. This resolution shall take effect immediately upon its final adoption by the City of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this the 12th day of June 2025, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park

Chris Cheshire, Mayor

Attest:

Gwen Johns, MMC, City Clerk

June 12, 2025

Date

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Cosenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
District 2 Vacant	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
District 5 Vacant	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 07/21/2021

CONTRACT NO.: AT360

FINANCIAL PROJECT NO.: 425458-1-78-04

This AGREEMENT, entered this 12th day of June, 2025, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and The City of Fruitland Park, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT**.

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to;

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party;

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution No. 2025-035 dated the 12th day of June 2025 attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) The **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT's** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT "C"**, or as defined by amended definitions agreed upon in writing by both parties.
- 2) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT "C"** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.

- b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 3) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic (“MOT”) throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series.
- 4) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT “C”** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT’s** point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
- a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 5) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT’s** right of way described in **EXHIBIT “B”** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT “C”**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT’s** right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.
- 6) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT’s** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's discretion**. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of three (3) years from the effective date on the Notice to Proceed. This Agreement may be renewed for a period that may not exceed one three (3) year term.
- 2) A renewal may be made at the discretion of the **DEPARTMENT** and will be subject to the same terms and conditions set forth in this Agreement. A renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Renewals must be mutually agreed upon by both parties and in writing and must be executed prior to the expiration date of its preceding term.
- 3) In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal year that begins July 1 of each year and ends June 30 of each succeeding year, the **LOCAL GOVERNMENT** and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this contract is contingent upon and annual appropriation by the Legislature. In addition, Section 339.135(6)(a), Florida Statutes, is incorporated by reference, and is set forth herein below as follows:

F.S. "339.135(6)(a)"- The Department, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves any expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid under such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such Contract or any other binding commitment of funds. Nothing herein shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the Department which are for an amount in excess of \$25,000 and having a term for a period of more than one year.

COMPENSATION

- 1) The **DEPARTMENT** agrees to pay the **LOCAL GOVERNMENT**, following a Notice to Proceed, compensation for the cost of maintenance as described in the Provisions Section of this Agreement. The payment will be for the amount of \$10,068.75 per quarter, equating to \$40,275.00 per year for the duration of the term.
- 2) Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes. Detailed quarterly invoices and any associated documents, including Maintenance Management Systems (MMS) breakdown of all activities, shall be submitted to the **DEPARTMENT's** Project Administrator: Ellen Wheeler. Delivery shall be effective upon receipt of a proper quarterly invoice and any required associated documents.
 - a) Upon receipt, the **DEPARTMENT** has seven (7) working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has twenty (20) days to

deliver a request for payment (voucher) to the Department of Finance. The twenty (20) days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods and services are received, inspected and approved.

- b) Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes. Section 215.422(5), Florida Statutes, provides that all purchasing Agreements between a State agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the State's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.
- c) If payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **LOCAL GOVERNMENT**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **LOCAL GOVERNMENT** requests payment. Invoices, which have been returned to the **LOCAL GOVERNMENT** because of **LOCAL GOVERNMENT** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is received by the **DEPARTMENT**.
- d) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline, 1-800-342-2762.

- 3) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 4) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
 - a) In the event the Legislature fails to make an annual appropriation to pay for the **LOCAL GOVERNMENT's** services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein, or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.
- 2) Either party may terminate this Agreement in writing with thirty (30) days' notice.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Maintenance Manager-Contracts & Permits

Name: Ellen Wheeler

Address: 1405 Thomas St. Leesburg, FL

Telephone: 352-326-7742

Email: ellen.wheeler@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: Mayor

Name: Chris Cheshire

Address: 506 West Berkman Street Fruitland Park, FL 34731

Telephone: 352-360-6727

Email: chris.cheshire@fruitlandpark.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT**'s right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

- 11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.”

- 12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

- 13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

- 14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

- 15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

- 16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Printed Name & Title

Attest: _____

Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Ron Meade, P.E. District Maintenance Engineer_____

Printed Name & Title

Attest: _____

Victor A. LoPiccolo, Maintenance Project Manager_____

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
11040-0000	25/500	From Southern City limits (MP 5.851) to Northern City limits (MP 9.026) FDOT Ponds are also included within this section 11040 as part of the FDOT R/W Limits	3.175

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
☐	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
☐	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☒	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
☐	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
☒	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☒	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☒	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☐	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☒	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

☐	498	Storm Water Management: To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
☐	527	Fence Repair: To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
☒	541	Roadside Litter Removal: Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
☐	542	Road Sweeping (Manual): To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
☒	543	Road Sweeping (mechanical): Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
☒	545	Edging & Sweeping: Removal of vegetation and debris from the curb, gutter and sidewalk.
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CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: **4c**

ITEM TITLE: Resolution 2025-042, Change Order #1 to the Construction Contract between DB Civil Construction and the City of Fruitland Park Changing the Retainage From 10% to 5% as Approved by Florida Law, for the Spring Lake Water Main Project

MEETING DATE: June 12, 2025

DATE SUBMITTED: June 4, 2025

SUBMITTED BY: city attorney/city manager/public works director

BRIEF NARRATIVE: Resolution 2025-042 revises the contract between DB Civil Construction and the City of Fruitland Park to reduce the contractual retainage from 10% to 5%.

At the March 27, 2025, City Commission meeting, a contract with DB Civil Construction was awarded for water main improvements to extend a 16-inch water main from its current termination point on Cooke St. north to an existing 16-inch water main on Spring Lake Road. The approved contract included retainage at 10%. The attached change order reduces retainage to 5% to comply with Florida Statutes relating to retainage.

FUNDS BUDGETED: None

ATTACHMENTS: Resolution 2025-042, Change Order #1

RECOMMENDATION: Approval

ACTION TO BE TAKEN: Approve Resolution 2025-042

RESOLUTION 2025-042

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING FIRST AMENDMENT TO EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE RE: SPRING LAKE WATER MAIN PROJECT THAT CHANGES THE RETAINAGE FROM 10 PERCENT TO 5 PERCENT AS PROVIDED BY FLORIDA LAW; AUTHORIZING THE MAYOR TO SIGN THE FIRST AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Fruitland Park issued Invitation to Bid No. 2025-01 for construction of water main improvements at The Reserve at Spring Lake; and

WHEREAS, the City of Fruitland Park awarded the bid to DB Civil Construction, LLC and the parties entered into that certain EJCDC Standard Form of Agreement between Owner and Contractor on the Basis of a Stipulated Sum dated February 10, 2025 (“Agreement”); and

WHEREAS, the Agreement may be modified by the parties pursuant to a written amendment signed by all parties; and

WHEREAS, the parties have agreed to amend the Agreement to comply with Florida Statutes relating to retainage; and

WHEREAS, the City Commission is authorized by Florida law to enter into contracts for construction of public improvements, and amend such contracts as desired or required by law.

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

Section 1. The City Commission approves the First Amendment to EJCDC Standard Form of Agreement between Owner and Contractor on the Basis of a Stipulated Price Re: Spring Lake Water Main Project between the City of Fruitland Park and DB Civil Construction, LLC reducing retainage from 10% to 5% as provided in Sec. 255.078, Florida Statutes. A copy of the Agreement is attached hereto.

Section 2. The mayor is authorized to sign the First Amendment.

Section 3. This resolution shall take effect immediately upon its adoption by the City Commission of the City of Fruitland Park, Florida.

Chris Cheshire, Mayor

Attest:

Gwen Keough-Johns, MMC, City Clerk

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

First Reading June 12, 2025

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

**FIRST AMENDMENT TO EJCDC STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE RE:
SPRING LAKE WATER MAIN PROJECT**

This FIRST AMENDMENT TO AGREEMENT (the "Agreement") is made and entered into this ____ of _____, 2025, by and between the **CITY OF FRUITLAND PARK, FLORIDA** ("City"), and the **DB CIVIL CONSTRUCTION, LLC** ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered into that certain EJCDC Standard Form of Agreement between Owner and Contractor on the Basis of a Stipulated Sum dated February 10, 2025 between the City of Fruitland Park, Florida and DB Civil Construction, LLC ("Agreement"); and

WHEREAS, the Agreement may be modified by the parties pursuant to a written amendment signed by all parties; and

WHEREAS, the parties have agreed to amend the Agreement to comply with Florida Statutes relating to retainage; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the City and Contractor agrees as follows:

1. **Recitals**. The foregoing recitals are true and correct in all respects and are expressly incorporated herein by this reference.

2. **Article 5. Payment Procedures.**

- a. In Article 5 of the Agreement, retainage is changed from 10% to 5%.
- b. 5.1.1 – 90% of Work completed is changed to 95% of Work completed.
- c. 5.1.2 – 90% of the Contract Price is changed to 95% of the Contract Price.

3. Except to the extent modified herein, all other terms and conditions of the Agreement remain in full force and effect and unchanged.

4. **Effective Date**. This First Amendment to Agreement shall be effective as of the effective date of the Agreement.

Signature pages to follow

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Agreement to be executed in form and manner sufficient to bind them.

D B CIVIL CONSTRUCTION, LLC,
a Florida limited liability company,

CITY OF FRUITLAND PARK
FLORIDA, a Florida municipal
corporation,

Print Name: _____

Chris Cheshire, Mayor

Date: _____

Date: _____

ATTEST:

Gwen Johns, MMC, City Clerk



CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4d

ITEM TITLE: Resolution 2025-044, Permanent Utility
and Ingress-Egress Easements

MEETING DATE: June 12, 2025

DATE SUBMITTED: May 30, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development
Director/Public Works Director

BRIEF NARRATIVE: This Resolution grants permanent easements in favor of the city for utility and ingress/egress of property located along the vicinity of 35421 Micro Racetrack Road. The property, located at this address was previously approved via Resolution 2024-007, for site plan approval/construction of a 24,000 sf garage which is now in process of being constructed. The sole purpose of this garage is to store the property owners' personally-owned vehicles.

FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2025-044, owner-signed documentation granting an easement along with the sketch of description and aerial map for each.

RECOMMENDATION: Recommended to consider approval of Resolution 2025-044

ACTION:

RESOLUTION 2025-044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING TWO PERMANENT UTILITY AND INGRESS-EGRESS EASEMENTS IN FAVOR OF THE CITY OF FRUITLAND PARK, FLORIDA FROM FRUITLAND PARK COMMONS II LLC ALONG MICRO RACETRACK ROAD; AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Major Site Plan Approval was granted to allow for construction of a private garage on real property located 35421 Micro Racetrack Road, Fruitland Park, Florida (the Property); and

WHEREAS, utility easements are needed in order to serve the Property with utilities; and

WHEREAS, property owners along Micro Racetrack Road are willing to grant the City of Fruitland Park utility easements that benefit the City, the Property and the property owners providing the easements; and

WHEREAS, the City Commission finds it to be in the public interest to accept the Permanent Utility and Ingress-Egress Easements from Fruitland Park Commons II LLC.

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

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Commission authorizes the Mayor to execute both Permanent Utility and Ingress-Egress Easement from Fruitland Park Commons II LLC., copies of which are attached hereto, to memorialize the City's acceptance of the easements.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

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

SEAL

**CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA**

CHRIS CHESHIRE, MAYOR

ATTEST:

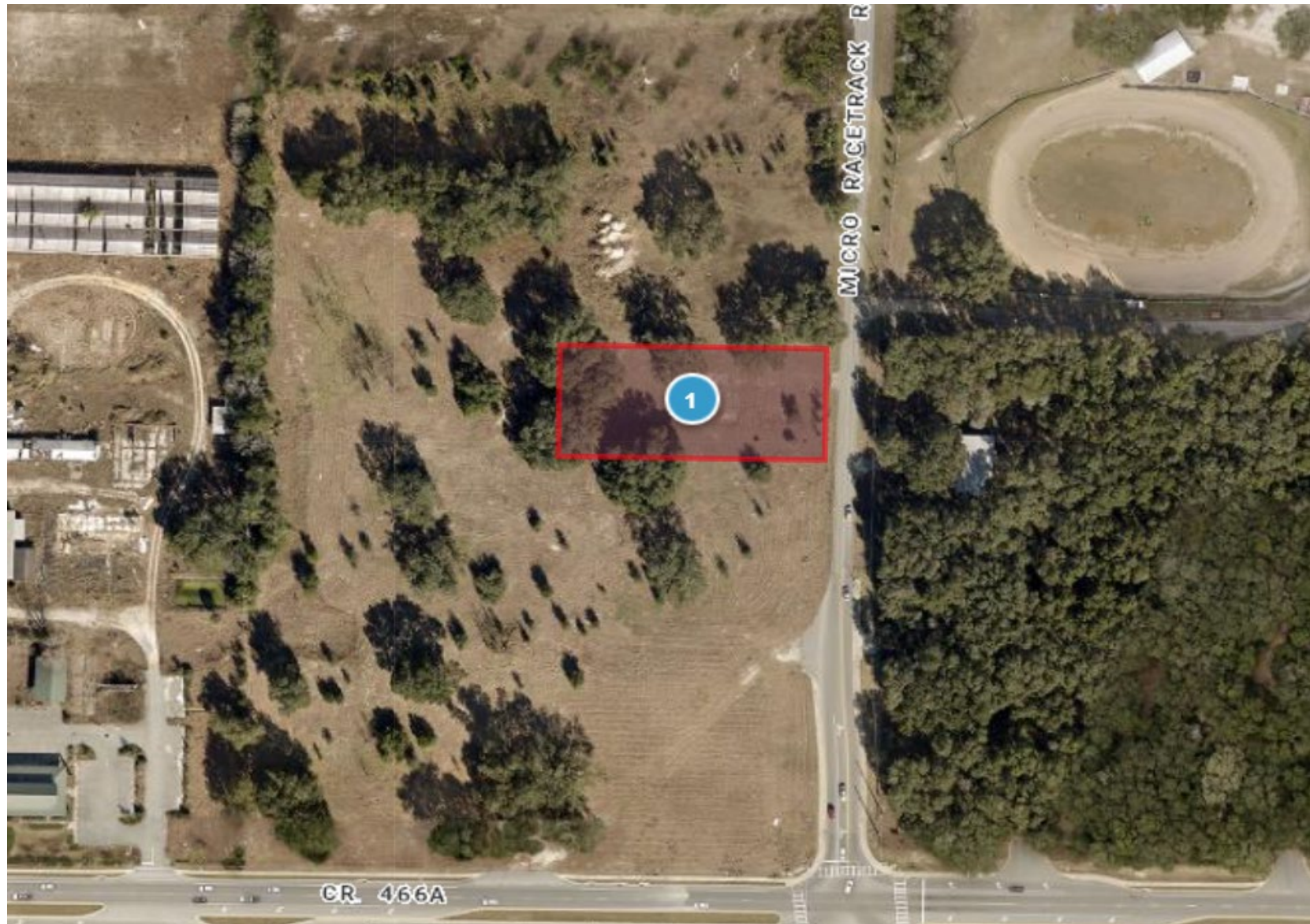
Gwen Keough-Johns, City Clerk

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

Approved as to form:

Anita Geraci-Carver, City Attorney

Utility Easement for Property Alternate Key #1288266 (Parcel ID 06-19-24-0003-000-01508)



Record and Return to:
Anita Geraci-Carver, Esq.
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, FL 34711

**PERMANENT UTILITY AND INGRESS-EGRESS EASEMENT
FROM FRUITLAND PARK COMMONS II LLC**

THIS GRANT OF A PERMANENT EASEMENT, made this 29th day of MAY, 2025, by **FRUITLAND PARK COMMONS II LLC**, a Florida limited liability company, hereinafter called the Grantor, to and in favor of the **CITY OF FRUITLAND PARK, FLORIDA**, a Florida municipal corporation, created under the laws of the State of Florida, 506 W. Berckman St., Fruitland Park, FL 34731, hereinafter called the Grantee.

1. **Background.** Grantor is the owner of certain real property situate in Lake County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property").

Grantee desires to obtain a perpetual, non-exclusive easement under, over and across a portion of the Property which is more particularly described and depicted in **Exhibit "B"** attached hereto and made a part hereof by this reference (the "Easement Property") for purposes of utilities and ingress and egress with full authority to enter upon construct, operate, repair, replace and maintain underground potable water, sewer, reclaimed water and underground electrical lines, and all other related and appurtenant underground facilities over, under, through and across the Easement Property. Grantor is willing to grant Grantee easements for said purposes, subject to the terms and conditions set forth below. The Easement Property includes the easement descriptions in **Exhibit "B"**.

2. **Grant of Easement.** In consideration of the covenants and obligations set forth herein and other good and valuable consideration in the sum of Ten and No/100 Dollars (\$10.00) paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants, conveys and declares unto Grantee, its successors and assigns, a perpetual, non-exclusive easement under, over, through and across the Easement Property, for the purpose of ingress and egress and the construction, operation, repair and maintenance of underground potable water, sewer, reclaimed water and underground electrical lines and all other related and appurtenant underground facilities (the "Facilities"). This easement does not include the right to construct any above-ground improvements.

3. **Use by Grantor.** Grantor retains the right to use the Easement Property, so long as such rights do not unreasonably interfere with Grantee's rights hereunder. Such retained rights include the right to install paving crossing the Easement Property in a perpendicular fashion for purposes of vehicular and pedestrian ingress and egress from Micro Racetrack Road to the Property, and to maintain and repair such paved area, so long as such improvements do not unreasonably interfere with the use and operation of the Facilities. However, such retained rights do not include landscaping, fencing or other improvements

within the Easement Property. The Property is subject to all matters of record, the retained rights of Grantor and whatever other easements, rights, licenses, or grants that contemporaneously herewith or subsequent hereto, may be granted, or otherwise created by Grantor, provided that any subsequently created interest does not prevent Grantee from utilizing this Easement for its intended purposes. The Easement Property shall revert to Grantor upon release.

4. **Maintenance; Construction.** Grantee shall maintain, repair and replace the Facilities in good order, condition and state of repair, and in compliance with all applicable laws, codes and regulations. Grantee shall perform all construction of the Facilities in compliance with applicable laws, codes and regulations. Grantee shall provide Grantor with at least ten (10) business days advance notice of Grantee's intention to perform construction or repairs on the Easement Property that will restrict the Grantor's access to the Property, or create an inordinate burden on the Property, such as a planned open cut removal of access driveway for utility work, (except that in the case of an emergency, Grantee shall provide such notice as is practical under the circumstances). Except as provided herein notice is not required. Grantee shall restore any surface areas affected by Grantee's installation and use of the Facilities to their prior condition following the performance of any work by Grantee, including by repairing any paved areas. Grantee shall pay all costs of constructing and operating the Facilities (including any taxes thereon) and shall indemnify, defend and hold Grantor harmless against all losses, costs, damages, liens, and claims arising from any work performed by Grantee or its agents, licensees, invitees, or contractors with respect to the Facilities and with respect to the use and operation of the Facilities. Grantee shall, within fifteen (15) days of such lien being filed, discharge or bond over (in a manner satisfactory to Grantor) any mechanic's liens filed against the Property to the extent arising from work performed by or at the direction or request of Grantee, or by its agents, licensees, invitees, or contractors.

5. **Covenants with the Land.** All rights, privileges, benefits and burdens created herein are covenants running with the land, binding upon and inuring to the benefit of Grantor, Grantee and their respective assigns and successors in title. Notwithstanding the foregoing, Grantee may not assign its rights in this easement except to the public utility company providing water, sewer or electrical service to the Property and other property adjacent to the Property.

6. **Title.** Grantor does hereby covenant that Grantor is lawfully seized and possessed of the Easement Property subject to no mortgages or encumbrances, and that it has good and lawful right to convey said easements without the joinder and consent of any third party.

7. **Incidental Rights.** Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily included incidental thereto.

8. **Captions.** The captions included herein are for reference only and should not be used in construing any of the terms hereof. This Easement shall be construed and enforced in accordance with the laws of the State of Florida.

9. **Attorneys Fees.** In the event that Grantor or Grantee or either of their successors in title institutes legal proceedings against the other party to enforce any term of this Easement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and court costs incurred incidental thereto, including, without limitation, fees and costs incurred in appellate proceeding and in bankruptcy.

IN WITNESS WHEREOF, the said first has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of:

COMMONS II

Grantor: **FRUITLAND PARK
COMMONS LLC**, a Florida limited
liability company,

By: Benchmark Properties
Management Corp., a foreign
corporation, Manager,



Witness Signature

John Behak Jr.

Print Name

Address of Witness:

4053 maple Road

Amherst NY 14226

4053 maple Road

Amherst NY 14226



Witness Signature

John DellaBovi

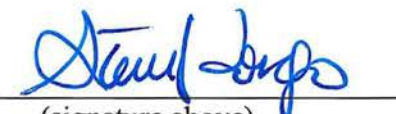
Print Name

Address of Witness

4053 maple Road

Amherst NY 14226

Amherst NY 14226

By: 

(signature above)
Print Name (below):

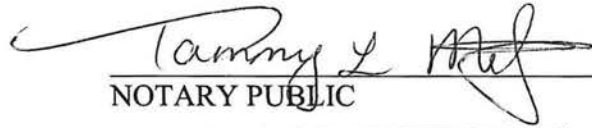
4053 Maple Road, Suite 200
Amherst, NY 14226

Steven J. Longo
Vice President

STATE OF *New York*
COUNTY OF *Erie*

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this *29th* day of *May*, 2025 by

Steven J. Longo, V.P. (title), of Benchmark Properties, Management Corp., a foreign corporation, as manager of Fruitland Park Commons, LLC, a Florida limited liability company. He/she is personally known to me or has produced _____ as identification.


NOTARY PUBLIC

TAMMY L METZGER NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01ME6134700 Qualified in Niagara County Commission Expires October 3, 20 <u>25</u>
--

ACCEPTED BY CITY OF FRUITLAND PARK (Grantee).

Witness Signature

Print Name

By: _____
Chris Cheshire, Mayor

Witness Signature

Attest: _____
City Clerk

Print Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence 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. He is ☒ personally known to me or has produced _____ as identification.

NOTARY PUBLIC

EXHIBIT "A"
(the Property)

Legal Description: 06-19-24-0003-000-01508

South 132.0 feet of the North 792.0 feet of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 6, Township 19 South, Range 24 East, LESS AND EXCEPT Public Road Right of Way as recorded in O. R. Book 356, Page 495, Public Records of Lake County, Florida.

EXHIBIT "B"
(the Easement Property)

See Attached

SKETCH OF DESCRIPTION

SHEET 1 OF 2

LEGAL DESCRIPTION:

WATER MAIN UTILITY EASEMENT:

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4967, PAGE 1105, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE N89°11'06"W, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF MICRO RACETRACK ROAD PER OFFICIAL RECORDS BOOK 1638, PAGE 163, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE S00°50'10"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 129.07 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4391, PAGE 1214, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N89°06'39"W, ALONG SAID NORTH LINE, A DISTANCE OF 4.00 FEET; THENCE N00°50'10"E A DISTANCE OF 129.06 FEET TO SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6; THENCE S89°11'06"E, ALONG SAID SOUTH LINE, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 516 SQUARE FEET OR 0.0118 ACRES MORE OR LESS.



JOB # 906589

CF # LAK-35421 MICRO RACETRACK RD-SOD UE

DATE: 10/29/2024

SCALE: 1" = 100'

DRAWN BY: GLT

CERTIFIED TO:

BROOKLINE DEVELOPMENT & ASSOCIATES, LLC

LEGEND

E	- CENTERLINE
CM	- CONCRETE MONUMENT
A	- CENTRAL ANGLE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
ESMT	- EASEMENT
FND	- FOUND
INST	- INSTRUMENT NUMBER
L	- ARC LENGTH
(M)	- MEASURED
N&D	- NAIL AND DISK
ORB	- OFFICIAL RECORDS BOOK
(P)	- PLAT
PB	- PLAT BOOK
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
R	- RADIUS
TYP	- TYPICAL
UE	- UTILITY EASEMENT
#	- NUMBER

REVISIONS

GENERAL NOTES:

1. Bearing structure is based on the monumented West R/W line of Micro Racetrack Road, being S00°50'10"W assumed.
2. This surveyor has not made a search of the public records for any dedications, limitations, restrictions or easements other than shown hereon.
3. This Sketch of Description has been made for the exclusive use of the entities prepared for hereon and does not extend to any unnamed parties.
4. This Sketch of Description is not a Survey.
5. This Sketch of Description is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by signing Professional Surveyor and Mapper on the Date of the electronic signature.

Altamax Surveying

910 Belle Avenue, Suite 1100

Casselberry, FL 32708

Phone: 407-677-0200

Licensed Business No. 7833

www.altamaxsurveying.com

James@altamaxsurveying.com

Digitally signed by James D Bray
DN: cn=James D Bray c=US
o=Unaffiliated
Reason: I am the author of this document
Location:
Date: 2024-11-06 10:53-05:00

James D. Bray PSM 6507

SITE ADDRESS:

35421 Micro Racetrack Rd
Fruitland Park, FL 34731

SKETCH OF DESCRIPTION

SHEET 2 OF 2

PARCEL I
NOT PLATTED
OWNER: RALPH W THIELE 2021 REVOCABLE TRUST
PARCEL#: 06-19-24-0003-000-04100
ORB 6031, PG 93

PARCEL II
NOT PLATTED
OWNER: RALPH W THIELE 2021 REVOCABLE TRUST
PARCEL#: 06-19-24-0003-000-01500
ORB 6031, PG 93

NOT PLATTED
OWNER: RBW PROPERTIES
PARCEL#: 06-19-24-0003-000-07200
ORB 4605, PG 526

SOUTH LINE OF THE
NORTHEAST 1/4 OF THE
NORTHEAST 1/4 OF THE
SOUTHWEST 1/4
SECTION 6-19-24

NOT PLATTED
OWNER: DEGMA INVESTING LLC
PARCEL#: 06-19-24-0003-000-01508
ORB 4967, PG 1105

NORTH LINE ORB 4391, PG 1214

LINE	BEARING	DISTANCE
L1	N89°11'06"W	33.00'
L2	N89°06'39"W	4.00'
L3	S89°11'06"E	4.00'

NOT PLATTED
OWNER: GMA INDUSTRIAL CORP
PARCEL#: 06-19-24-0003-000-01506
ORB 4391, PG 1214

NOT PLATTED
OWNER: GMA INDUSTRIAL CORP
PARCEL#: 06-19-24-0003-000-01507
ORB 4391, PG 1214

LESS R/W PER
ORB 4520, PG 1692

25' R/W
ORB 356, PG 495
POB
L3
L1
MICRO RACETRACK ROAD (R/W VARIES)

POC
SOUTHEAST CORNER OF THE
NORTHEAST 1/4 OF THE
NORTHEAST 1/4 OF THE
SOUTHWEST 1/4
SECTION 6-19-24

NOT PLATTED
OWNER: FRUITLAND GRIVE LLC
PARCEL#06-19-24-0004-000-02703
ORB 5774, PG 1387

WEST R/W LINE
ORB 1638, PG 163

8' R/W
ORB 1638, PG 163

N00°50'10"E 129.06'
S00°50'10"W 129.07'

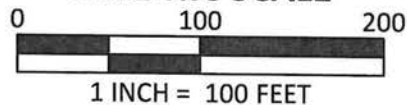
L2

Altamax Surveying

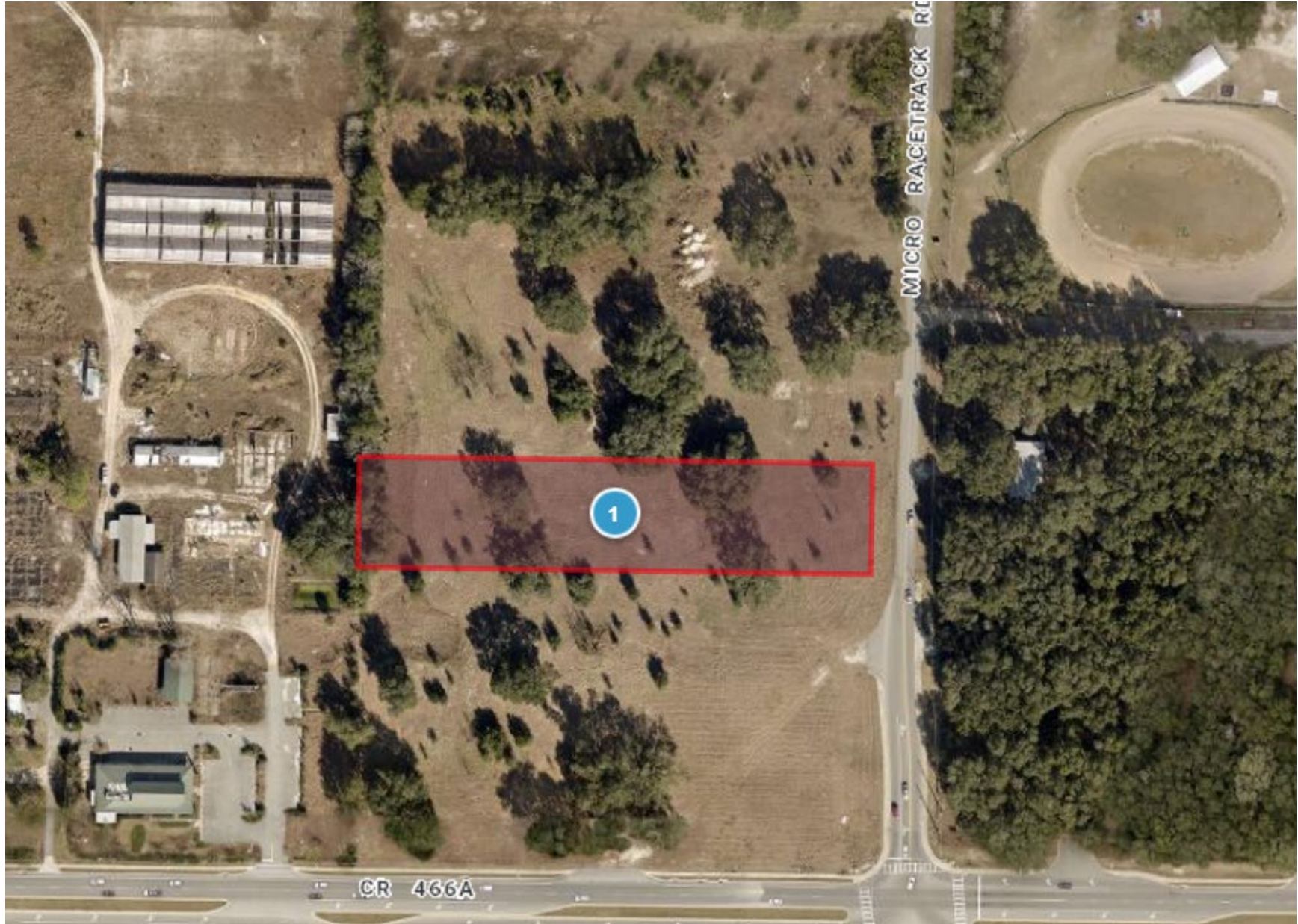
910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com



GRAPHIC SCALE



Utility Easement for Property Alternate Key #1288240 (Parcel ID 06-19-24-0003-000-01506)



Record and Return to:
Anita Geraci-Carver, Esq.
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, FL 34711

**PERMANENT UTILITY AND INGRESS-EGRESS EASEMENT
FROM FRUITLAND PARK COMMONS II LLC**

THIS GRANT OF A PERMANENT EASEMENT, made this 29th day of MAY, 2025, by **FRUITLAND PARK COMMONS II LLC**, a Florida limited liability company, hereinafter called the Grantor, to and in favor of the **CITY OF FRUITLAND PARK, FLORIDA**, a Florida municipal corporation, created under the laws of the State of Florida, 506 W. Berckman St., Fruitland Park, FL 34731, hereinafter called the Grantee.

1. **Background.** Grantor is the owner of certain real property situate in Lake County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property").

Grantee desires to obtain a perpetual, non-exclusive easement under, over and across a portion of the Property which is more particularly described and depicted in **Exhibit "B"** attached hereto and made a part hereof by this reference (the "Easement Property") for purposes of utilities and ingress and egress with full authority to enter upon construct, operate, repair, replace and maintain underground potable water, sewer, reclaimed water and underground electrical lines, and all other related and appurtenant underground facilities over, under, through and across the Easement Property. Grantor is willing to grant Grantee easements for said purposes, subject to the terms and conditions set forth below. The Easement Property includes the easement descriptions in **Exhibit "B"**.

2. **Grant of Easement.** In consideration of the covenants and obligations set forth herein and other good and valuable consideration in the sum of Ten and No/100 Dollars (\$10.00) paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor hereby grants, conveys and declares unto Grantee, its successors and assigns, a perpetual, non-exclusive easement under, over, through and across the Easement Property, for the purpose of ingress and egress and the construction, operation, repair and maintenance of underground potable water, sewer, reclaimed water and underground electrical lines and all other related and appurtenant underground facilities (the "Facilities"). This easement does not include the right to construct any above-ground improvements.

3. **Use by Grantor.** Grantor retains the right to use the Easement Property, so long as such rights do not unreasonably interfere with Grantee's rights hereunder. Such retained rights include the right to install paving crossing the Easement Property in a perpendicular fashion for purposes of vehicular and pedestrian ingress and egress from Micro Racetrack Road to the Property, and to maintain and repair such paved area, so long as such improvements do not unreasonably interfere with the use and operation of the Facilities. However, such retained rights do not include landscaping, fencing or other improvements

within the Easement Property. The Property is subject to all matters of record, the retained rights of Grantor and whatever other easements, rights, licenses, or grants that contemporaneously herewith or subsequent hereto, may be granted, or otherwise created by Grantor, provided that any subsequently created interest does not prevent Grantee from utilizing this Easement for its intended purposes. The Easement Property shall revert to Grantor upon release.

4. **Maintenance; Construction.** Grantee shall maintain, repair and replace the Facilities in good order, condition and state of repair, and in compliance with all applicable laws, codes and regulations. Grantee shall perform all construction of the Facilities in compliance with applicable laws, codes and regulations. Grantee shall provide Grantor with at least ten (10) business days advance notice of Grantee's intention to perform construction or repairs on the Easement Property that will restrict the Grantor's access to the Property, or create an inordinate burden on the Property, such as a planned open cut removal of access driveway for utility work, (except that in the case of an emergency, Grantee shall provide such notice as is practical under the circumstances). Except as provided herein notice is not required. Grantee shall restore any surface areas affected by Grantee's installation and use of the Facilities to their prior condition following the performance of any work by Grantee, including by repairing any paved areas. Grantee shall pay all costs of constructing and operating the Facilities (including any taxes thereon) and shall indemnify, defend and hold Grantor harmless against all losses, costs, damages, liens, and claims arising from any work performed by Grantee or its agents, licensees, invitees, or contractors with respect to the Facilities and with respect to the use and operation of the Facilities. Grantee shall, within fifteen (15) days of such lien being filed, discharge or bond over (in a manner satisfactory to Grantor) any mechanic's liens filed against the Property to the extent arising from work performed by or at the direction or request of Grantee, or by its agents, licensees, invitees, or contractors.

5. **Covenants with the Land.** All rights, privileges, benefits and burdens created herein are covenants running with the land, binding upon and inuring to the benefit of Grantor, Grantee and their respective assigns and successors in title. Notwithstanding the foregoing, Grantee may not assign its rights in this easement except to the public utility company providing water, sewer or electrical service to the Property and other property adjacent to the Property.

6. **Title.** Grantor does hereby covenant that Grantor is lawfully seized and possessed of the Easement Property subject to no mortgages or encumbrances, and that it has good and lawful right to convey said easements without the joinder and consent of any third party.

7. **Incidental Rights.** Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily included incidental thereto.

8. **Captions.** The captions included herein are for reference only and should not be used in construing any of the terms hereof. This Easement shall be construed and enforced in accordance with the laws of the State of Florida.

9. **Attorneys Fees.** In the event that Grantor or Grantee or either of their successors in title institutes legal proceedings against the other party to enforce any term of this Easement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and court costs incurred incidental thereto, including, without limitation, fees and costs incurred in appellate proceeding and in bankruptcy.

IN WITNESS WHEREOF, the said first has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of:

Grantor: **FRUITLAND PARK COMMONS II LLC**, a Florida limited liability company,

By: Benchmark Properties
Management Corp., a foreign
corporation, Manager,


Witness Signature

John Rehak Jr.
Print Name

Address of Witness:
4053 Maple Road
Amherst NY 14226


Witness Signature

John Dellaboi
Print Name

Address of Witness
4053 Maple Road
Amherst NY 14226

STATE OF New York
COUNTY OF Erie

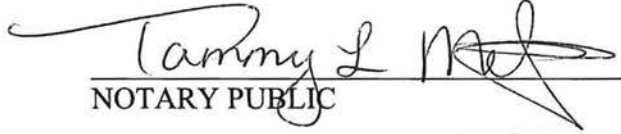
By: 
(signature above)
Print Name (below):

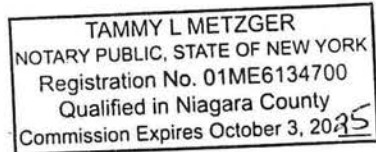
4053 Maple Road, Suite 200
Amherst, NY 14226

Steven J. Longo
Vice President

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of May, 2025 by

Steven J. Longo, V.P. (title), of Benchmark Properties,
Management Corp., a foreign corporation, as manager of Fruitland Park Commons, LLC,
a Florida limited liability company. He/she is personally known to me or has produced
_____ as identification.


NOTARY PUBLIC



ACCEPTED BY CITY OF FRUITLAND PARK (Grantee).

Witness Signature

Print Name

By: _____
Chris Cheshire, Mayor

Witness Signature

Attest: _____
City Clerk

Print Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence 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. He is ☒ personally known to me or has produced _____ as identification.

NOTARY PUBLIC

EXHIBIT "A"
(the Property)

Legal Description: 06-19-24-0003-000-01506

See attached legal description (Exhibit "A")

EXHIBIT "A"

That part of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 6, Township 19 South, Range 24 East, Lake County, Florida, lying North of the 80 feet wide Right-of-Way of County Road No. 466-A (formerly State Road 466-A, according to Florida Department of Transportation State Road Department Right of Way Map Section No. 1153-250, dated January 15, 1953) and West of the Right-of-Way of Micro-Racetrack Road (C.R. 1 -5603) as recorded in Official Records Book 356, Page 495, being more particularly described as follows:

Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 6, Township 19 South, Range 24 East, Lake County, Florida, run thence North $89^{\circ}06'58''$ West (said bearing related to Florida Grid East Zone) a distance of 663.62 feet to the Southwest corner of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 6; thence North $00^{\circ}50'34''$ East along the West boundary of said East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 42.95 feet, more or less, to a point on the Northerly Right-of-Way line of County Road No. 466-A, currently an 80 feet wide Right-of-Way as shown on Florida Department of Transportation State Road Department Right of Way Map Section No. 1153-250, dated January 15, 1953, said point being the Point of Beginning of this description. From said Point of Beginning, departing said Right-of-Way, continue North $00^{\circ}50'34''$ East along said West boundary of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 491.54 feet, more or less, to a point on the South boundary of the North 792.00 feet of the said East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; From said point, run thence South $89^{\circ}05'55''$ East along the said South boundary of the North 792.00 feet of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 638.68 feet, more or less, to a point on the West Right-of-Way line of a 25 feet wide Right-of-Way as recorded in Official Records Book 356, Page 495, said Right-of-Way currently known as Micro-Racetrack Road District No. 1-5603; From said point, departing said South boundary, run thence South $00^{\circ}50'54''$ West along the said West Right-of-Way line a distance of 281.22 feet, more or less, to a point that is 208.72 feet North of the Northerly Right-of-Way line of said County Road No. 466-A; From said Point, departing said West Right-of-Way line, run thence North $89^{\circ}14'40''$ West parallel with the said Northerly Right-of-Way line a distance of 185.73 feet, more or less, to a point on the East boundary of the West 134.00 feet of the East 344.73 feet of the said East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; From said Point, run thence South $00^{\circ}50'54''$ West along said East boundary of the West 134.00 feet of the East 344.73 feet of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ a distance of 208.72 feet, more or less, to a point on the Northerly Right-of-Way line of said County Road No. 466-A; From said Point, run thence North $89^{\circ}14'40''$ West along the Northerly Right-of-Way line of said County Road No. 466-A a distance of 452.91 feet, more or less, to the Point of Beginning of this description. Containing 6.30 acres, more or less.

EXHIBIT "B"
(the Easement Property)

See Attached

SKETCH OF DESCRIPTION

SHEET 1 OF 2

LEGAL DESCRIPTION:

WATER MAIN UTILITY EASEMENT:

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4391, PAGE 1214, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; RUN THENCE N89°11'06"W, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, A DISTANCE OF 25.00 FEET TO THE WEST RIGHT-OF-WAY LINE MICRO RACETRACK ROAD PER OFFICIAL RECORDS BOOK 356, PAGE 495, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S00°50'10"W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 129.08 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S00°50'10"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 116.99 FEET TO THE NORTHEAST CORNER OF THE RIGHT-OF-WAY DESCRIBED IN OFFICIAL RECORDS BOOK 4520, PAGE 1692, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N88°59'27"W, ALONG THE NORTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 12.00 FEET; THENCE N00°50'10"E A DISTANCE OF 116.96 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4967, PAGE 1105, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°06'39"E ALONG SAID SOUTH LINE A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,404 SQUARE FEET OR 0.0322 ACRES MORE OR LESS.



JOB # 906589

CF # LAK-35421 MICRO RACETRACK RD-SOD UE

DATE: 10/29/2024

SCALE: 1" = 100'

DRAWN BY: GLT

CERTIFIED TO:

BROOKLINE DEVELOPMENT & ASSOCIATES, LLC

LEGEND

	- CENTERLINE
CM	- CONCRETE MONUMENT
Δ	- CENTRAL ANGLE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
ESMT	- EASEMENT
FND	- FOUND
INST	- INSTRUMENT NUMBER
L	- ARC LENGTH
(M)	- MEASURED
N&D	- NAIL AND DISK
ORB	- OFFICIAL RECORDS BOOK
(P)	- PLAT
PB	- PLAT BOOK
PG	- PAGE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
R	- RADIUS
TYP	- TYPICAL
UE	- UTILITY EASEMENT
#	- NUMBER

REVISIONS

GENERAL NOTES:

- Bearing structure is based on the monumented West R/W line of Micro Racetrack Road, being S00°50'10"W assumed.
- This surveyor has not made a search of the public records for any dedications, limitations, restrictions or easements other than shown hereon.
- This Sketch of Description has been made for the exclusive use of the entities prepared for hereon and does not extend to any unnamed parties.
- This Sketch of Description is not a Survey.
- This Sketch of Description is "Not Valid" without the original signature and seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature. The seal appearing on this document was authorized by signing Professional Surveyor and Mapper on the Date of the electronic signature.

Altamax Surveying

910 Belle Avenue, Suite 1100

Casselberry, FL 32708

Phone: 407-677-0200

Licensed Business No. 7833

www.altamaxsurveying.com

James@altamaxsurveying.com

Digitally signed by James D Bray
DN: cn=James D Bray c=US
o=Unaffiliated
Reason: I am the author of this document
Location:
Date: 2024-11-06 10:54:05:00

James D. Bray PSM 6507

SITE ADDRESS:

35421 Micro Racetrack Rd
Fruitland Park, FL 34731

SKETCH OF DESCRIPTION

SHEET 2 OF 2

PARCEL#: 06-19-24-0003-000-01500
ORB 6031, PG 93

NOT PLATTED
OWNER: RBW PROPERTIES
PARCEL#: 06-19-24-0003-000-07200
ORB 4605, PG 526

SOUTH LINE OF THE
NORTHEAST 1/4 OF THE
NORTHEAST 1/4 OF THE
SOUTHWEST 1/4
SECTION 6-19-24

NOT PLATTED
OWNER: DEGMA INVESTING LLC
PARCEL#: 06-19-24-0003-000-01508
ORB 4967, PG 1105

SOUTH LINE ORB 4967, PG 1105

NOT PLATTED
OWNER: GMA INDUSTRIAL CORP
PARCEL#: 06-19-24-0003-000-01506
ORB 4391, PG 1214

LINE	BEARING	DISTANCE
L1	N89°11'06"W	25.00'
L2	N88°59'27"W	12.00'
L3	S89°06'39"E	12.00'

NOT PLATTED
OWNER: GMA INDUSTRIAL CORP
PARCEL#: 06-19-24-0003-000-01507
ORB 4391, PG 1214
LESS R/W PER ORB 4520, PG 1692

NOT PLATTED
OWNER: GMA INDUSTRIAL CORP
PARCEL#: 06-19-24-0003-000-01504
ORB 4645, PG 767

25' R/W
ORB 356, PG 495

8' R/W
ORB 1638, PG 163

POB

L3

L2

N LINE OF R/W PER
ORB 4520, PG 1692
NE CORNER OF R/W PER
ORB 4520, PG 1692

LESS R/W PER
ORB 4520, PG 1708

POC
SOUTHEAST CORNER OF THE
NORTHEAST 1/4 OF THE
NORTHEAST 1/4 OF THE
SOUTHWEST 1/4
SECTION 6-19-24

NOT PLATTED
OWNER: FRUITLAND GRIVE LLC
PARCEL#06-19-24-0004-000-02703
ORB 5774, PG 1387

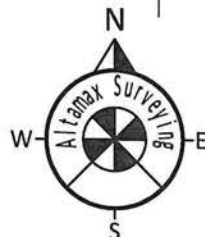
NOT PLATTED
OWNER: FRUITLAND GRIVE LLC
PARCEL#06-19-24-0004-000-02700
ORB 5774, PG 1387

LESS R/W PER
ORB 4515, PG 1619

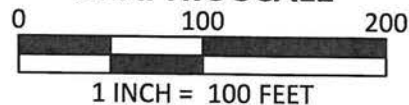
MICRO RACETRACK ROAD (R/W VARIES)

Altamax Surveying

910 Belle Avenue, Suite 1100
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com



GRAPHIC SCALE



CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5a

ITEM TITLE: Resolution 2025-031 – Arbor Park Phase I Subdivision Final Plat for approximately 160.35 ± acres generally located west of US Hwy 27/441, east of County Road 468, north of Griffin Road and South of Urick Street. Petitioner: Halff Engineering on behalf of the owners, Garden Street Communities Southeast, LLC and Aggarwal & Gupta Family Foundation, Inc.

MEETING DATE: June 12, 2025

DATE SUBMITTED: May 28, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development Director

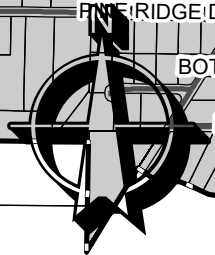
BRIEF NARRATIVE: Applicant is seeking final plat approval for the Arbor Park Phase I Subdivision consisting of 163 single family homes. The final plat was reviewed by the city's conflict engineer and has satisfied compliance with the City's Land Development Regulations (LDRs). Also submitted for review and recording with the final plat is the development's fully executed Declaration of Covenants, Conditions, Easements and Restrictions along with the Title Opinion, all of which are available upon review, if necessary.

FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2025-031, location map, staff comments, advertising affidavit

RECOMMENDATION: Recommended to consider approval of Resolution 2025-031. During the P&Z Board meeting held May 15th, 2025, members voted in a 3-(approved) to 1-(nay) vote for recommended approval consideration by City Commission.

ACTION:



RESOLUTION 2025-031

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING FINAL PLAT APPROVAL OF ARBOR PARK PHASE 1 GENERALLY LOCATED WEST OF U.S. HWY 27/441, EAST OF COUNTY ROAD 468, NORTH OF GRIFFIN ROAD AND SOUTH OF URICK STREET, FRUITLAND PARK, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant has petitioned for final plat approval of Arbor Park Phase 1 consisting of 163 single family residential lots and tracts for future development; and

WHEREAS, the subject property consisting of 160.35 +/- acres is zoned Mixed Community PUD and has a future land use of Mixed Use; and

WHEREAS, the Planning and Zoning Board and the City Commission have considered the application in accordance with Sec. 157.060(d) of the City of Fruitland Park Land Development Code and made recommendation to the City Commission; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the application in accordance with the procedures for granting preliminary plan approval set forth in Sec. 157.060(d) of the City of Fruitland Park Land Development Code; and

WHEREAS, the City Commission finds that the Final Plat for Arbor Park Phase 1 is in compliance with the City's land development regulations.

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

Section 1. Final Plat.

Approval of the Final Plat for Arbor Park Phase 1, a copy of which is attached hereto, is **GRANTED**.

Section 2. Effective Date.

This resolution shall become effective immediately upon its passage.

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

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

Gwen Johns, City Clerk

Mayor Cheshire	____(Yes),	____(No),	____(Abstained),	____(Absent)
Vice Mayor DeGrave	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner Consenza	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner VACANT	____(Yes),	____(No),	____(Abstained),	____(Absent)
Commissioner VACANT	____(Yes),	____(No),	____(Abstained),	____(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

From: [Walter Nickel](#)
To: [Sharon Williams](#); ["Anita Geraci"](#); dannybassco@hotmail.com; [Karen Manila](#); ["Michael Rankin"](#); [Michael Rankin](#); [Robb Dicus](#); ["Sherie Lindh"](#)
Cc: [Emily Church](#); ["Michael Rankin"](#)
Subject: RE: Arbor Park Phase i - Final Plat Submittal
Date: Tuesday, January 21, 2025 1:52:11 PM

Sharon,

Our previous comments have been addressed, and we have no further comments.

Walter A. Nickel, PE

Wright-Pierce | Senior Project Manager
direct 407.794.1734 | cell 352.870.9591



From: Sharon Williams <swilliams@fruitlandpark.org>
Sent: Friday, January 17, 2025 2:55 PM
To: 'Anita Geraci' <anita@agclaw.net>; dannybassco@hotmail.com; Karen Manila <kmanila@fruitlandpark.org>; 'Michael Rankin' <michaelr@lpgurp.com>; Michael Rankin <mrarkin@fruitlandpark.org>; Robb Dicus <rdicus@fruitlandpark.org>; Sharon Williams <swilliams@fruitlandpark.org>; 'Sherie Lindh' <Sherie@lpgurp.com>; Walter Nickel <walter.nickel@wright-pierce.com>
Cc: Emily Church <echurch@fruitlandpark.org>; 'Michael Rankin' <michaelr@lpgurp.com>
Subject: Arbor Park Phase i - Final Plat Submittal

Good afternoon TRC members,

Please see the Dropbox link below for the applicant's response to the subject attachment. We respectfully request your comments as soon as possible but, no later than January 31, even if "no comment".

<https://www.dropbox.com/scl/fo/9l6p8vzv6s8uzd9aeybwk/AFsec6W8qCR4wvgCbu0hhf0?rlkey=3db7fsxmtw7fay8ceig2jwiiz&st=3wbqpogn&dl=0>

Should you have any questions in this regard, please feel free to contact me or Emily Church at the email address and/or phone number contained within.

Respectfully,



Sharon Williams

Administrative Manager

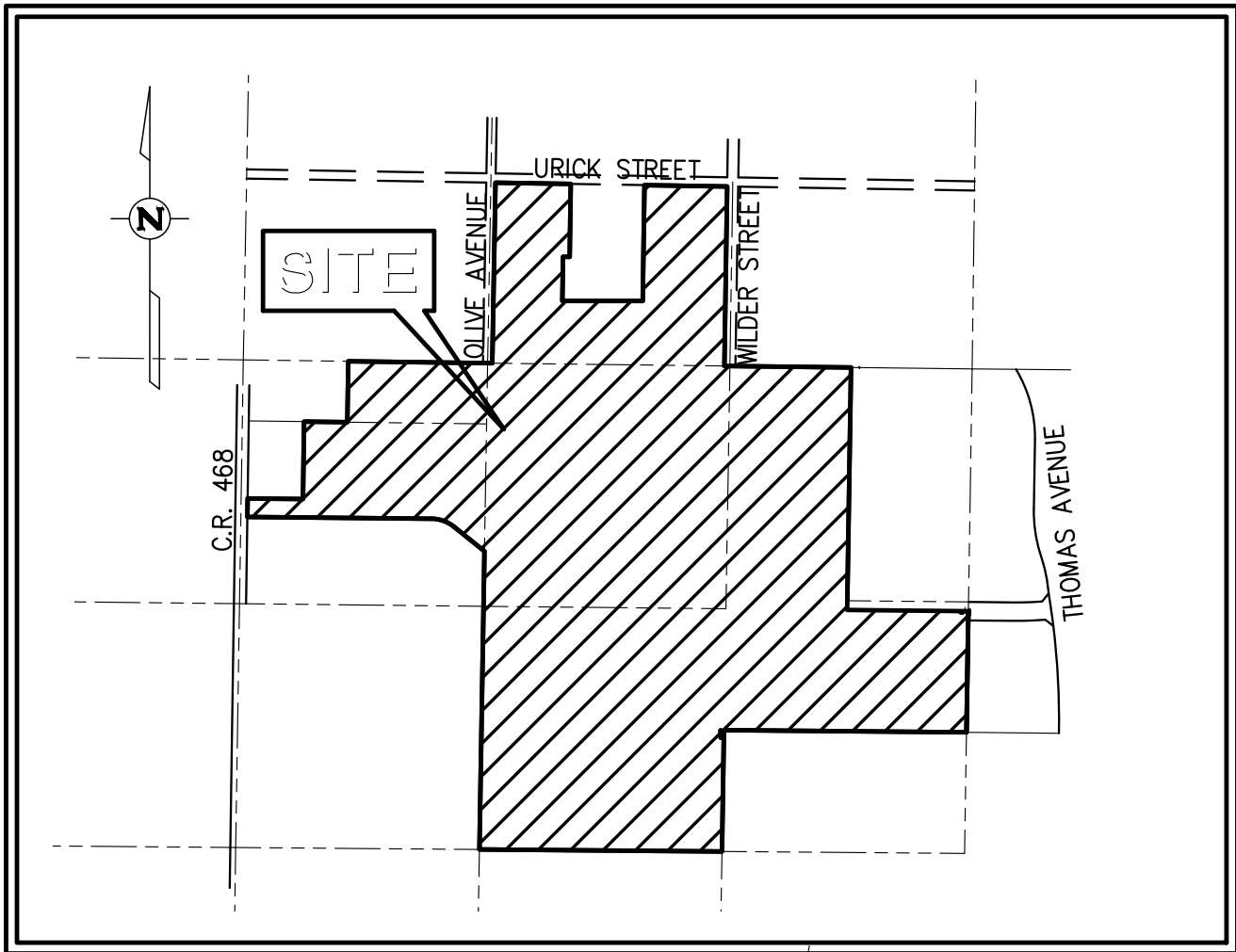
COMMUNITY DEVELOPMENT DEPARTMENT

CITY OF FRUITLAND PARK

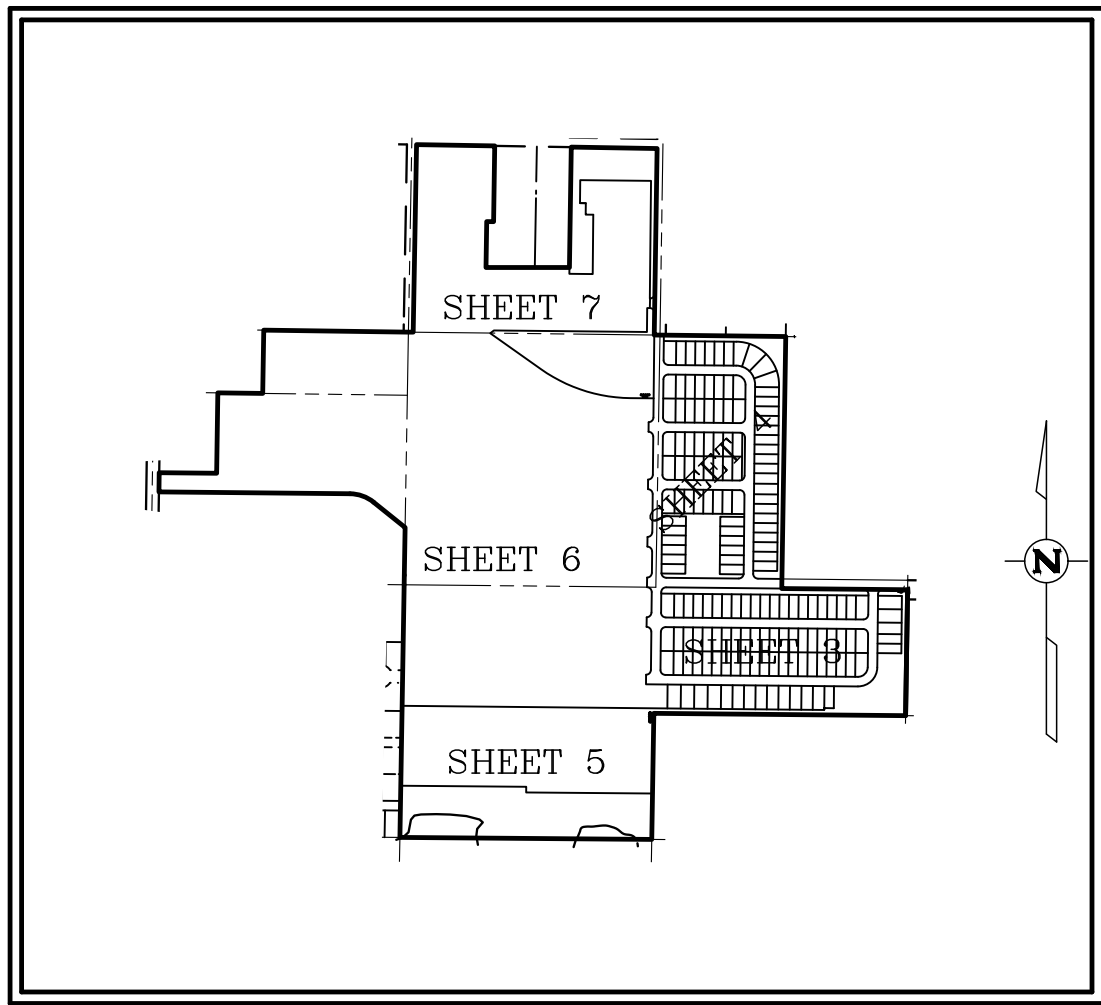
506 W BERCKMAN ST, FRUITLAND PARK, FL 34731 P: (352) 360-6727 | F: (352) 360-6652

swilliams@fruitlandpark.org | www.fruitlandpark.org

NOTE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



VICINITY MAP
NOT TO SCALE



KEY MAP
NOT TO SCALE

- LEGEND**
- FOUND 4"x 4" CONCRETE MONUMENT AS NOTED
 - PERMANENT REFERENCE MONUMENT – SET 4"x 4" CONCRETE MONUMENT WITH DISC STAMPED 'HALFF PRM LB#8348' UNLESS OTHERWISE NOTED
 - PERMANENT CONTROL POINT – SET NAIL & DISK STAMPED 'HALFF PCP LB#8348' UNLESS OTHERWISE NOTED
 - P.O.B. POINT OF BEGINNING
 - LB LICENSED BUSINESS
 - Δ CENTRAL ANGLE (DELTA ANGLE)
 - CH CHORD DISTANCE
 - CB CHORD BEARING
 - PC POINT OF CURVATURE
 - PI POINT OF INTERSECTION
 - PT POINT OF TANGENCY
 - CENTERLINE
 - R RADIUS
 - L ARC LENGTH
 - DE DRAINAGE EASEMENT
 - UE UTILITY EASEMENT
 - C3 REFERENCE TO CURVE TABLE
 - L2 REFERENCE TO LINE TABLE
 - PRM PERMANENT REFERENCE MONUMENT
 - PCP PERMANENT CONTROL POINT
 - LAT LATITUDE
 - LONG LONGITUDE
 - CONV CONVERGENCE
 - NO ID NO IDENTIFICATION
 - SPCS STATE PLANE COORDINATE SYSTEM
- SECTION 16–19–24=SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST



ARBOR PARK PHASE 1

A PLANNED UNIT DEVELOPMENT

PART OF SECTIONS 9 AND 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST, CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA

COVENANTS, RESTRICTIONS OR RESERVATIONS AFFECTING THE OWNERSHIP OR USE OF THE PROPERTY SHOWN IN THIS PLAT ARE FILED IN OFFICIAL RECORDS BOOK _____, PAGE _____

DESCRIPTION

THAT PART OF BLOCK 46, PLAN OF FRUITLAND PARK, AS RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, AND THAT PART OF THE NORTH 1/2 OF SECTION 16, ALL BEING IN TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, N89°19'17"W ALONG THE NORTH LINE OF SAID SECTION 16 FOR 657.37 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16 AND THE POINT OF BEGINNING; THENCE S00°55'00"W ALONG SAID EAST LINE FOR 1316.62 FEET TO THE SOUTH LINE OF THE SOUTH 50.00 FEET OF THE EAST 1/2 OF THE SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S89°25'38"E ALONG SAID SOUTH LINE FOR 657.78 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE S00°53'57"W ALONG SAID EAST LINE FOR 657.70 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SAID NORTHEAST 1/4 OF SECTION 16; THENCE N89°28'49"W ALONG SAID SOUTH LINE FOR 1315.97 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SAID NORTHEAST 1/4 OF SECTION 16; THENCE S00°56'03"W ALONG SAID EAST LINE FOR 658.92 FEET TO THE EAST–WEST CENTER SECTION LINE FOR SAID SECTION 16; THENCE N89°32'00"W ALONG SAID EAST–WEST CENTER SECTION LINE FOR 1316.38 FEET TO THE NORTH–SOUTH CENTER SECTION LINE FOR SAID SECTION 16; THENCE N00°58'09"E ALONG SAID NORTH–SOUTH CENTER SECTION LINE FOR 1619.40 FEET; THENCE DEPARTING SAID NORTH–SOUTH CENTER SECTION LINE, N51°13'51"W FOR 211.21 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°11'51" FOR A DISTANCE OF 133.33 FEET TO THE POINT OF TANGENCY; THENCE N89°25'43"W FOR 998.71 FEET TO THE EASTERLY RIGHT OF WAY LINE FOR COUNTY ROAD 468 AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11650–2150 FOR S–468 DATED AUGUST 25, 1958, AS RECORDED IN RIGHT OF WAY MAINTENANCE MAP BOOK 6, PAGES 148 THROUGH 151 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N00°51'09"E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 100.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, S89°25'43"E FOR 300.00 FEET; THENCE N00°51'09"E FOR 420.52 FEET TO THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE S89°15'46"E ALONG SAID SOUTH LINE FOR 234.61 FEET TO THE WEST LINE OF THE EAST 756.00 FEET OF SAID NORTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16; THENCE N00°58'09"E ALONG SAID WEST LINE FOR 330.58 FEET TO THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16; THENCE S89°13'27"E ALONG SAID NORTH LINE FOR 756.00 FEET TO THE SOUTH 1/4 CORNER OF AFORESAID SECTION 9; THENCE S89°19'17"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9 FOR 25.00 FEET TO THE EASTERLY RIGHT OF WAY LINE FOR OLIVE AVENUE AS SHOWN ON AFORESAID PLAN OF FRUITLAND PARK; THENCE N01°01'25"E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR 980.19 FEET TO THE NORTHERLY LINE OF SAID BLOCK 46, PLAN OF FRUITLAND PARK AND THE SOUTHERLY RIGHT OF WAY LINE FOR URICK STREET (SAID LINE ALSO BEING AS DESCRIBED ON THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 737, PAGE 1771, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA); THENCE S89°03'40"E, ALONG SAID NORTHERLY LINE OF BLOCK 46, SOUTHERLY RIGHT OF WAY LINE FOR URICK STREET AND NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 737, PAGE 1771, FOR 408.64 FEET; THENCE DEPARTING SAID NORTHERLY LINE OF BLOCK 46 AND SOUTHERLY RIGHT OF WAY LINE, RUN ALONG THE BOUNDARY OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 737, PAGE 1771, THE FOLLOWING THREE (3) COURSES: S00°52'41"W FOR 396.09 FEET; THENCE N89°15'02"W FOR 35.95 FEET; THENCE S00°54'23"W FOR 239.91 FEET TO THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 5598, PAGE 2322, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID LANDS THE FOLLOWING FOUR (4) COURSES: S89°59'11"E FOR 436.03 FEET; THENCE N00°53'09"E FOR 629.08 FEET TO THE SAID NORTHERLY LINE OF BLOCK 46 AND SOUTHERLY RIGHT OF WAY LINE FOR URICK STREET; THENCE S89°03'40"E ALONG SAID BOUNDARY, SAID NORTHERLY LINE OF BLOCK 46 AND SOUTHERLY RIGHT OF WAY LINE FOR 448.76 FEET TO THE EASTERLY LINE OF SAID BLOCK 46 AND WESTERLY RIGHT OF WAY LINE FOR WILDER STREET; THENCE S00°53'14"W ALONG SAID BOUNDARY, EASTERLY LINE OF BLOCK 46 AND WESTERLY RIGHT OF WAY LINE FOR 974.47 FEET TO THE SOUTHERLY LINE OF SAID PLAN OF FRUITLAND PARK AND THE SAID NORTH LINE OF SAID SECTION 16; THENCE S89°19'17"E ALONG SAID SOUTHERLY LINE OF PLAN OF FRUITLAND PARK AND NORTH LINE OF SAID SECTION 16 FOR 687.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 160.35 ACRES, MORE OR LESS.

NOTICE:

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LAKE COUNTY.

NOTICE:

NO CONSTRUCTION, TREES OR SHRUBS WILL BE PLACED IN EASEMENTS OR RIGHTS OF WAY WITHOUT THE CITY OF FRUITLAND PARK APPROVAL.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF TITLES HAVE BEEN PROVIDED UNDER SEPARATE COVER AS FOLLOWS:

- FOR GARDEN STREET COMMUNITIES SOUTHEAST, LLC – PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FATC FILE NO. 2037–6264094 DATED AUGUST 11, 2024 AT 8:00 A.M.
- FOR AGGARWAL & GUPTA FAMILY FOUNDATION, INC. – PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FATC FILE NO. 2037–6264094 DATED AUGUST 11, 2024 AT 8:00 A.M.

DEDICATION

ARBOR PARK PHASE 1 A PLANNED UNIT DEVELOPMENT

AS TO AGGARWAL & GUPTA FAMILY FOUNDATION, INC.

KNOW ALL MEN BY THESE PRESENTS, THAT AGGARWAL & GUPTA FAMILY FOUNDATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FEE SIMPLE OWNER OF THE LANDS DESCRIBED AS TRACTS "H", "J", "L" AND "M" PLATTED HEREIN, AS PART OF ARBOR PARK PHASE 1, A PLANNED UNIT DEVELOPMENT, BEING IN THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES NOT HEREBY DEDICATE ANY STREETS OR EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC.

- TO THE CITY OF FRUITLAND PARK: TRACT "M" IS AN ADDITIONAL RIGHT OF WAY, STORMWATER AND UTILITIES TRACTS TO BE DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR THE USES AND PURPOSES THEREIN EXPRESSED.
- TRACT "L" IS AN ADDITIONAL RIGHT OF WAY, STORMWATER AND UTILITY TRACT THAT SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS; PROVIDED HOWEVER, THE OWNER RESERVES THE RIGHT TO CONVEY TITLE TO SAID TRACT TO AN ENTITY, INCLUDING WITHOUT LIMITATION, A PROPERTY OWNERS' ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR SUCH ENTITY AS WILL ASSUME ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER(S) HAS/HAVE EXECUTED THIS DEDICATION IN THE MANNER PROVIDED BY LAW ON _____, 2025. SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

OWNER:
AGGARWAL & GUPTA FAMILY FOUNDATION,
INC., A FLORIDA NOT FOR PROFIT
CORPORATION

1. _____
SIGNATURE

PRINTED NAME SURESH GUPTA, TREASURER

2. _____
SIGNATURE

PRINTED NAME

STATE OF _____ COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF () PHYSICAL PRESENCE OR () ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY SURESH GUPTA, AS TREASURER OF AGGARWAL & GUPTA FAMILY FOUNDATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ON BEHALF OF THE CORPORATION, WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF ACKNOWLEDGER _____

PRINTED NAME OF ACKNOWLEDGER _____

MY COMMISSION EXPIRES: _____ (SEAL OR STAMP)

CERTIFICATE OF CLERK

STATE OF FLORIDA
COUNTY OF LAKE

I, CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF ARBOR PARK PHASE 1 AND THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE LAWS OF FLORIDA. THIS PLAT FILED FOR RECORD THIS _____ DAY OF _____, 2025, AND RECORDED ON PAGE _____ OF PLAT BOOK _____ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF LAKE COUNTY, FLORIDA.

BY: CLERK OF CIRCUIT COURT
LAKE COUNTY, FLORIDA

CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING BOARD

EXAMINED AND APPROVED _____ DATE _____

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

DATE _____

PROFESSIONAL SURVEYOR AND MAPPER No. _____

DEDICATION

ARBOR PARK PHASE 1 A PLANNED UNIT DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS, THAT GARDEN STREET COMMUNITIES SOUTHEAST, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FEE SIMPLE OWNER OF THE LANDS DESCRIBED AND PLATTED HEREIN, LESS TRACTS "H", "J", "L" AND "M", AS ARBOR PARK PHASE 1, A PLANNED UNIT DEVELOPMENT, BEING IN THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE ALL EASEMENTS SHOWN HEREON TO THE PERPETUAL USE OF THE PUBLIC FOR THE USES AND PURPOSES THEREON EXPRESSED.

- TRACTS "A", "B", "C", "D", "F" AND "G" AND ALL STREETS AND RIGHTS OF WAY DESIGNATED HEREON SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, PROVIDED HOWEVER, THE OWNER RESERVES THE RIGHT TO CONVEY TITLE TO SAID TRACTS TO AN ENTITY, INCLUDING WITHOUT LIMITATION, A PROPERTY OWNERS' ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR SUCH ENTITY AS WILL ASSUME ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF. DRAINAGE AND UTILITY EASEMENTS ARE HEREBY GRANTED OVER THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN OR NOTED HEREON.

- TO THE CITY OF FRUITLAND PARK: TRACT "E" (LEFT STATION) IS HEREBY CONVEYED BY FEE SIMPLE TITLE. A UTILITY EASEMENT IS GRANTED OVER, ACROSS AND UPON THOSE AREAS DESIGNATED AS UTILITY EASEMENTS SHOWN HEREON, INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSES OF ACCESSING SAID UTILITY EASEMENTS. TRACTS "K", "L" AND "M" ARE ADDITIONAL RIGHT OF WAY, STORMWATER AND UTILITIES TRACTS TO BE DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR THE USES AND PURPOSES THEREIN EXPRESSED.

- TO THE DEVELOPER: TRACT "I" IS OWNED BY GARDEN STREET COMMUNITIES SOUTHEAST, LLC, FOR CONSERVATION. DEVELOPER SHALL CONVEY SAID TRACT TO LEEBSBURG FRUIT COMPANY, INC., A FLORIDA CORPORATION, BY QUIT CLAIM DEED WHO SHALL BE RESPONSIBLE FOR MAINTENANCE.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER(S) HAS/HAVE EXECUTED THIS DEDICATION IN THE MANNER PROVIDED BY LAW ON _____, 2025. SIGNED, SEALED AND DELIVERED IN OUR PRESENCE AS WITNESSES:

OWNER:
GARDEN STREET COMMUNITIES
SOUTHEAST, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

1. _____
SIGNATURE

WILLIAM BRYAN ADAMS, MANAGER

PRINTED NAME

2. _____
SIGNATURE

PRINTED NAME

STATE OF _____ COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF () PHYSICAL PRESENCE OR () ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2025, BY WILLIAM BRYAN ADAMS, AS MANAGER, GARDEN STREET COMMUNITIES SOUTHEAST, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF ACKNOWLEDGER _____

PRINTED NAME OF ACKNOWLEDGER _____

MY COMMISSION EXPIRES: _____ (SEAL OR STAMP)

CERTIFICATE OF APPROVAL BY CITY COMMISSION

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, A.D., 2025, THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSION OF FRUITLAND PARK, LAKE COUNTY, FLORIDA.

MAYOR _____ APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

ATTEST:

CITY CLERK _____ CITY ATTORNEY _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT A SURVEY OF SAID LANDS WAS COMPLETED ON 12–22–21 AND THAT THIS PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES. HALFF, INC. – 902 NORTH SINCLAIR AVENUE TAVARES, FL 32778 LICENSED BUSINESS NO. 8348

DATED _____

JENNINGS E. GRIFFIN
PROFESSIONAL LAND SURVEYOR NO. 4486

ARBOR PARK PHASE 1
A PLANNED UNIT DEVELOPMENT
PART OF SECTIONS 9 AND 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, BASED ON FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (SPCS'83-2011). BASED ON SAID COORDINATE REFERENCE THE BASIS OF BEARINGS IS THE NORTH LINE OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST AS BEING SOUTH 89°19'17" EAST. ALL DISTANCES ARE ON GROUND.
2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
3. LOT CORNERS WILL BE SET IN ACCORDANCE WITH CHAPTER 177.091 (9) FLORIDA STATUTES.
4. LOT LINES ARE NON-RADIAL UNLESS NOTED. RADIAL LINES ARE NOTED BY (R).
5. THERE IS A 5.00 FOOT UTILITY EASEMENT ALONG SIDE LOT LINES AND ALONG THE REAR OF LOTS.
6. COVENANTS, RESTRICTIONS, OR RESERVATIONS AFFECTING THE OWNERSHIP OR USE OF THE PROPERTY SHOWN IN THIS PLAT ARE FILED IN OFFICIAL RECORDS BOOK _____, PAGE _____. AT RECORDING THE BOOK AND PAGE NUMBERS MUST BE INSERTED.
7. THE UTILITY EASEMENTS SHOWN ARE DEDICATED IN PERPETUITY TO THE CITY OF FRUITLAND PARK FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF UTILITIES BY ANY UTILITY PROVIDER, INCLUDING CABLE TELEVISION SERVICES, IN COMPLIANCE WITH SUCH ORDINANCES AND REGULATIONS AS MAY BE ADOPTED FROM TIME TO TIME BY THE CITY COMMISSION OF FRUITLAND PARK.
8. ALL MEASUREMENTS SHOWN HEREON REFER TO THE HORIZONTAL PLANE AND IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
9. A MORTGAGEE'S JOINDER AND CONSENT TO DEDICATION WILL BE FILED BY SEPARATE INSTRUMENT IN THE PUBLIC RECORDS OF LAKE COUNTY. NO MORTGAGES FOUND FOR GARDEN STREET COMMUNITIES SOUTHEAST, LLC.
10. TRACTS "A" AND "C" ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION/COMMUNITY DEVELOPMENT DISTRICT FOR THE PURPOSE OF OPEN SPACE, AND UTILITIES.
11. TRACT "B" IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION/COMMUNITY DEVELOPMENT DISTRICT FOR THE PURPOSE OF OPEN SPACE, DRY RETENTION AND UTILITIES.
12. TRACT "D" IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION/COMMUNITY DEVELOPMENT DISTRICT FOR THE PURPOSE OF OPEN SPACE, LANDSCAPE, TRAIL AND UTILITIES.
13. TRACT "E" IS TO BE OWNED AND MAINTAINED BY THE CITY OF FRUITLAND PARK, FOR THE PURPOSE OF LIFT STATION.

NOTES:

14. TRACT "F" IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION/COMMUNITY DEVELOPMENT DISTRICT FOR THE PURPOSE OF OPEN SPACE, LANDSCAPE, TRAIL, DRY RETENTION AND UTILITIES.
15. TRACT "H" IS TO BE OWNED AND MAINTAINED BY AGGARWAL & GUPTA FAMILY FOUNDATION, INC. FOR THE PURPOSE OF OPEN SPACE, LANDSCAPE, TRAIL, DRY RETENTION AND UTILITIES.
16. TRACT "G" IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION/COMMUNITY DEVELOPMENT DISTRICT FOR THE PURPOSE OF RECREATION, TRAIL AND UTILITIES.
17. TRACT "I" IS A CONSERVATION AREA TO BE OWNED BY GARDEN STREET COMMUNITIES SOUTHEAST, LLC, WHO SHALL CONVEY SAID TRACT TO LEESBURG FRUIT COMPANY, INC., FOR THE PRESERVATION OF ENVIRONMENTALLY SENSITIVE AREAS IN PERPETUITY AND WHO SHALL BE RESPONSIBLE FOR MAINTENANCE OF SAID TRACT "I".
18. TRACT "J" IS TO BE OWNED AND MAINTAINED BY AGGARWAL & GUPTA FAMILY FOUNDATION, INC. FOR THE PURPOSE OF FUTURE DEVELOPMENT.
19. TRACTS "K", "L" AND "M" ARE TO BE CONVEYED TO THE CITY OF FRUITLAND PARK FOR THE PURPOSE OF ADDITIONAL RIGHT OF WAY, STORMWATER AND UTILITIES.
20. THE DRAINAGE EASEMENTS AND STORMWATER MANAGEMENT TRACTS OR EASEMENTS AS SHOWN ARE DEDICATED IN PERPETUITY FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS' ASSOCIATION/COMMUNITY DEVELOPMENT DISTRICT. FRONT YARD DRAINAGE EASEMENTS ARE SUBJECT TO THE RIGHT OF EACH LOT TO HAVE A DRIVEWAY FOR INGRESS/EGRESS AS APPROVED BY THE CITY.
21. THE PARK AND RECREATION AREAS INCLUDING TRAILS AS SHOWN ARE DEDICATED IN PERPETUITY FOR THE EXCLUSIVE USE AND ENJOYMENT OF THE PUBLIC AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE HOMEOWNERS' ASSOCIATION/COMMUNITY DEVELOPMENT DISTRICT.
22. ALL ROADWAYS, CURBS AND SIDEWALKS ARE TO BE OWNED AND MAINTAINED BY THE COMMUNITY DEVELOPMENT DISTRICT.
23. LANDS DESCRIBED HEREON ARE SUBJECT TO AND/OR ARE THE BENEFACTOR OF THE FOLLOWING LISTED INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:
 - A. MATTERS SHOWN ON THE PLAT OF THE TOWN OF FRUITLAND PARK AS RECORDED IN PLAT BOOK 3, PAGE 8, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 - B. ACCESS AND UTILITIES EASEMENT AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 6301, PAGE 2102 (NOT PLOTTABLE).
 - C. ORDINANCE 2019-003, MASTER DEVELOPMENT AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 5357, PAGE 705 (NOT PLOTTABLE).
 - D. MEMORANDUM OF AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 5873, PAGE 458 (AFFECTS - NOT PLOTTABLE).
 - E. RESOLUTION 2022-013, RECORDED IN OFFICIAL RECORDS BOOK 5928, PAGE 767 (NOT PLOTTABLE).
 - F. RESOLUTION 2023-006, RECORDED IN OFFICIAL RECORDS BOOK 6092, PAGE 2149 (NOT PLOTTABLE).
 - G. EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6196, PAGE 175 (AFFECTS - EXHIBIT "D" SHOWN).
 - H. TEMPORARY ACCESS AND CONSTRUCTION EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6301, PAGE 2117 AND OFFICIAL RECORDS BOOK 6301, PAGE 2145 (AFFECTS - NOT PLOTTABLE).
 - I. MEMORANDUM OF AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6301, PAGE 2165 (AFFECTS - NOT PLOTTABLE).
 - J. ACCESS AND UTILITIES EASEMENT AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 6004, PAGE 751 (AFFECTS - NOT PLOTTABLE).
 - K. CITY OF LEESBURG RESOLUTION NO. 11.012, RECORDED IN OFFICIAL RECORDS BOOK 5924, PAGE 1383 (AFFECTS - NOT PLOTTABLE).

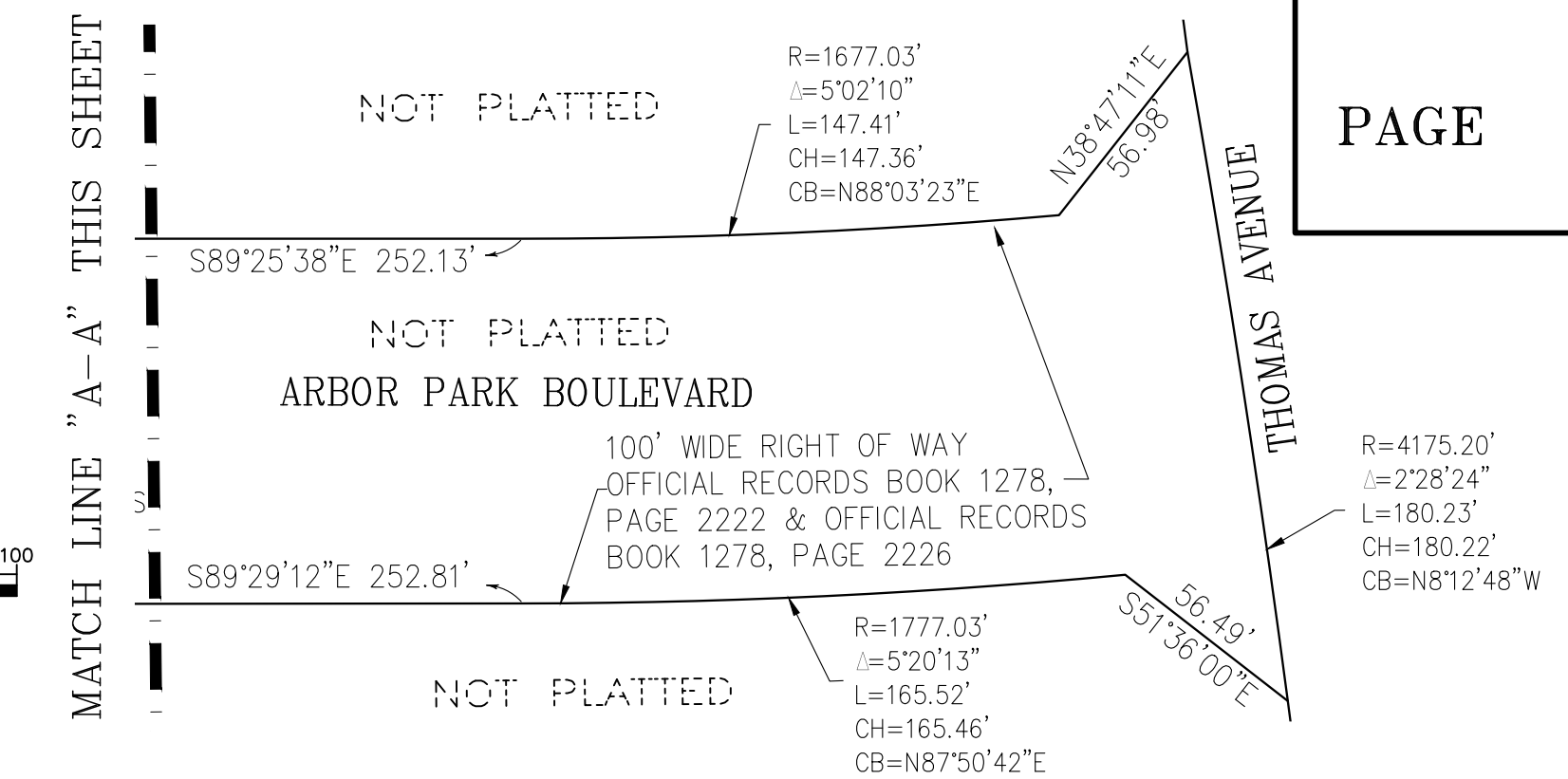
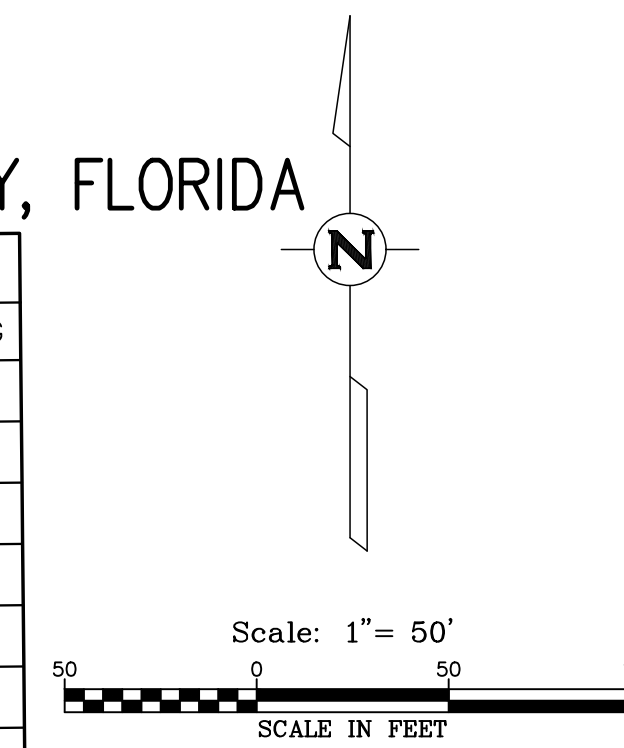
A PLANNED UNIT DEVELOPMENT

SHEET 3 OF 7

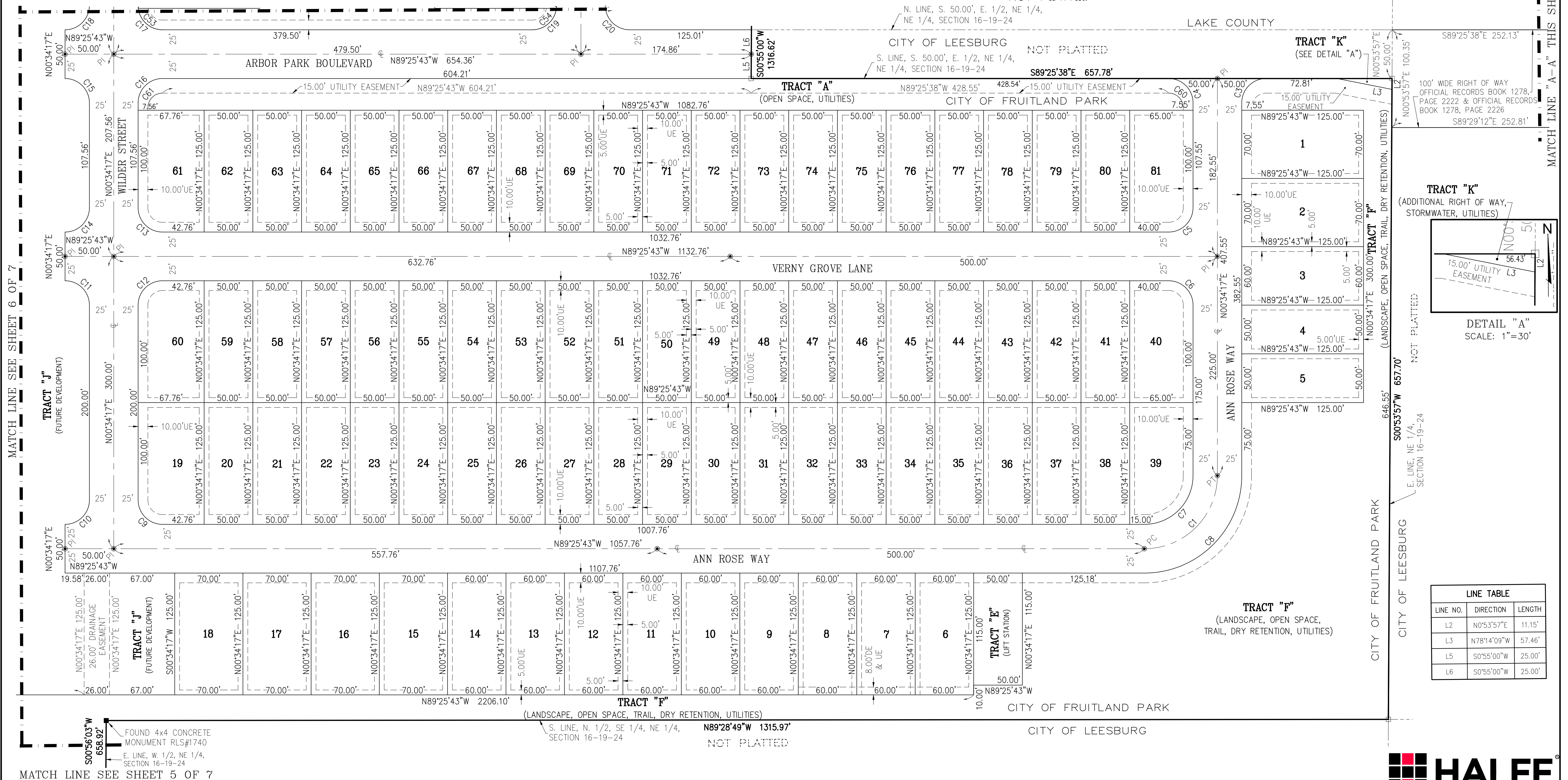
PLAT BOOK

PAGE

CURVE TABLE					
CURVE NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C18	90°00'00"	25.00'	39.27'	35.36'	N45°34'17"E
C19	90°00'00"	25.00'	39.27'	35.36'	N45°34'17"E
C20	90°00'00"	25.00'	39.27'	35.36'	S44°25'43"E
C53	83°07'48"	25.00'	36.27'	33.17'	S47°51'48"E
C54	83°07'48"	25.00'	36.27'	33.17'	N49°00'23"E
C60	89°59'56"	15.00'	23.56'	21.21'	N44°25'41"W
C61	90°00'00"	15.00'	23.56'	21.21'	S45°34'17"W



MATCH LINE SEE SHEET 4 OF 7



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L2	N0°53'57"E	11.15'
L3	N78°14'09"W	57.46'
L5	S0°55'00"W	25.00'
L6	S0°55'00"W	25.00'

ARBOR PARK PHASE 1
A PLANNED UNIT DEVELOPMENT
PART OF SECTIONS 9 AND 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA

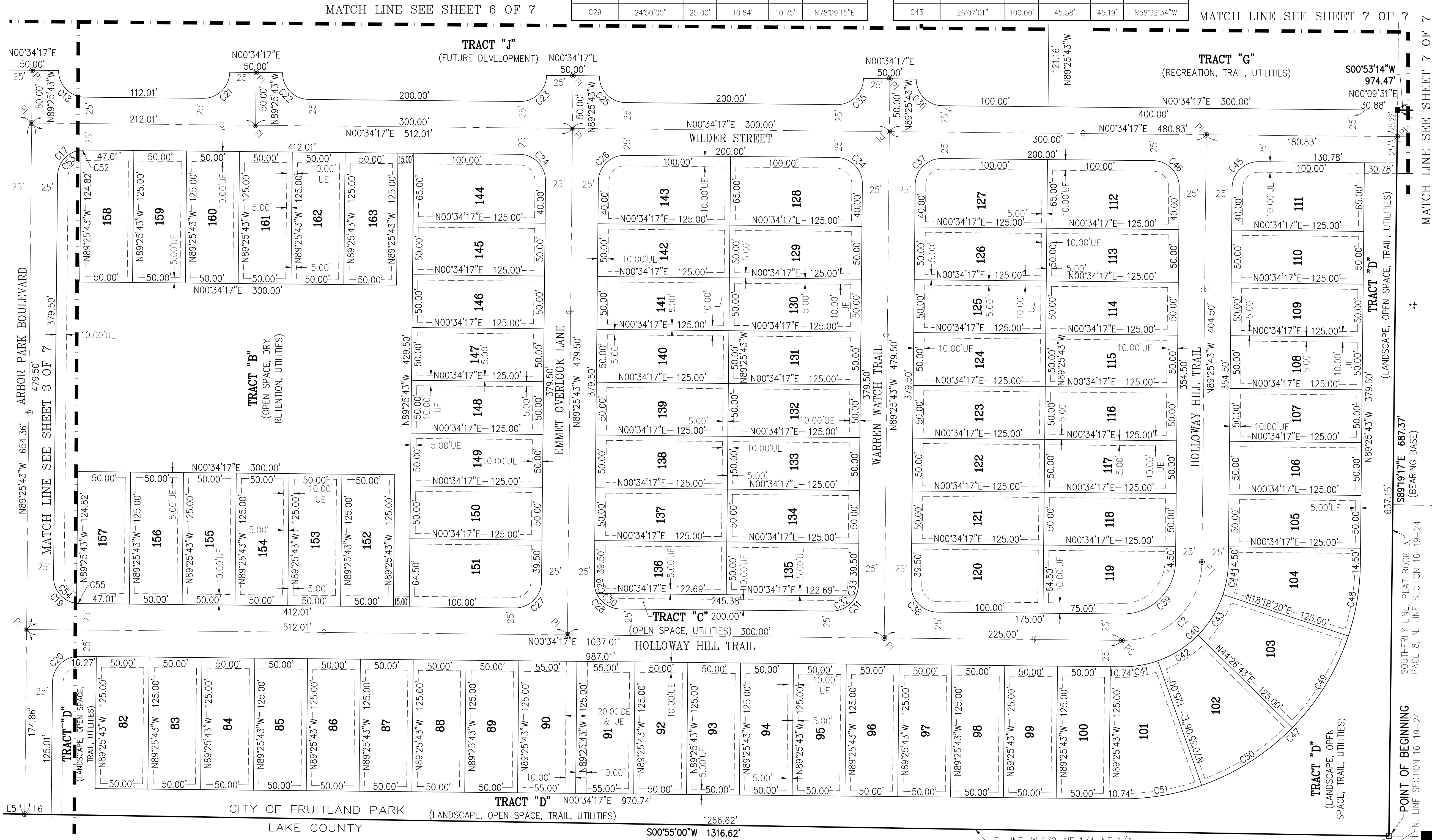
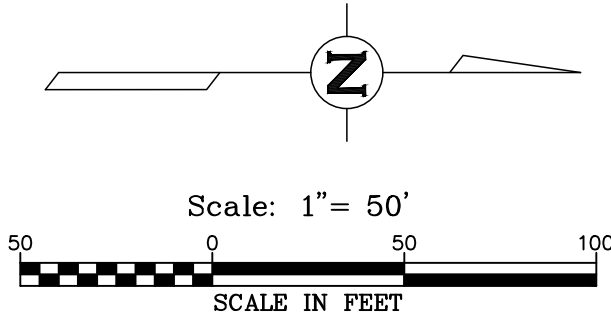
CURVE TABLE					
CURVE NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C44	17°49'38"	100.00'	31.11'	30.99'	N80°30'54"W
C45	90°00'00"	25.00'	39.27'	35.36'	S44°25'43"E
C46	90°00'00"	25.00'	39.27'	35.36'	S45°34'17"W
C47	90°00'00"	225.00'	353.43'	318.20'	N44°25'43"W
C48	17°46'31"	225.00'	69.80'	69.52'	N80°32'27"W
C49	26°07'47"	225.00'	102.61'	101.72'	N58°35'18"W

CURVE TABLE					
CURVE NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C50	26°07'24"	225.00'	102.59'	101.70'	N32°27'42"W
C51	19°58'18"	225.00'	78.43'	78.03'	N9°24'52"W
C52	6°52'12"	25.00'	3.00'	3.00'	S2°51'48"E
C53	83°07'48"	25.00'	36.27'	33.17'	S47°51'48"E
C54	83°07'48"	25.00'	36.27'	33.17'	N49°00'23"E
C55	6°52'12"	25.00'	3.00'	3.00'	N4°00'23"E

CURVE TABLE					
CURVE NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C2	90°00'00"	75.00'	117.81'	106.07'	N44°25'43"W
C17	90°00'00"	25.00'	39.27'	35.36'	S44°25'43"E
C18	90°00'00"	25.00'	39.27'	35.36'	N45°34'17"E
C19	90°00'00"	25.00'	39.27'	35.36'	N45°34'17"E
C20	90°00'00"	25.00'	39.27'	35.36'	S44°25'43"E
C21	90°00'00"	25.00'	39.27'	35.36'	N44°25'43"W
C22	90°00'00"	25.00'	39.27'	35.36'	N45°34'17"E
C23	90°00'00"	25.00'	39.27'	35.36'	N44°25'43"W
C24	90°00'00"	25.00'	39.27'	35.36'	S45°34'17"W
C25	90°00'00"	25.00'	39.27'	35.36'	N45°34'17"E
C26	90°00'00"	25.00'	39.27'	35.36'	S44°25'43"E
C27	90°00'00"	25.00'	39.27'	35.36'	N44°25'43"W
C28	90°00'00"	25.00'	39.27'	35.36'	N45°34'17"E
C29	24°50'05"	25.00'	10.84'	10.75'	N78°09'15"E

CURVE TABLE					
CURVE NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C30	65°09'55"	25.00'	28.43'	26.93'	N33°09'15"E
C31	90°00'00"	25.00'	39.27'	35.36'	N44°25'43"W
C32	65°09'55"	25.00'	28.43'	26.93'	N32°00'40"W
C33	24°50'05"	25.00'	10.84'	10.75'	N77°00'40"W
C34	90°00'00"	25.00'	39.27'	35.36'	S45°34'17"W
C35	90°00'00"	25.00'	39.27'	35.36'	N44°25'43"W
C36	90°00'00"	25.00'	39.27'	35.36'	N45°34'17"E
C37	90°00'00"	25.00'	39.27'	35.36'	S44°25'43"E
C38	90°00'00"	25.00'	39.27'	35.36'	N45°34'17"E
C39	90°00'00"	50.00'	78.54'	70.71'	N44°25'43"W
C40	90°00'00"	100.00'	157.08'	141.42'	N44°25'43"W
C41	19°57'11"	100.00'	34.82'	34.65'	N9°24'18"W
C42	26°06'10"	100.00'	45.56'	45.16'	N32°25'58"W
C43	26°07'01"	100.00'	45.58'	45.19'	N58°32'34"W

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L5	S0°55'00"W	25.00'
L6	S0°55'00"W	25.00'



PLAT BOOK
PAGE

PLAN OF FRUITLAND PARK
PLAT BOOK 3, PAGE 8
BLOCK 45



902 NORTH SINGLAR AVE.
TAVARES, FLORIDA 32780
OFFICE: 352.343.8481
FAX: 352.343.8495
LICENSED BUSINESS NUMBER: 8348

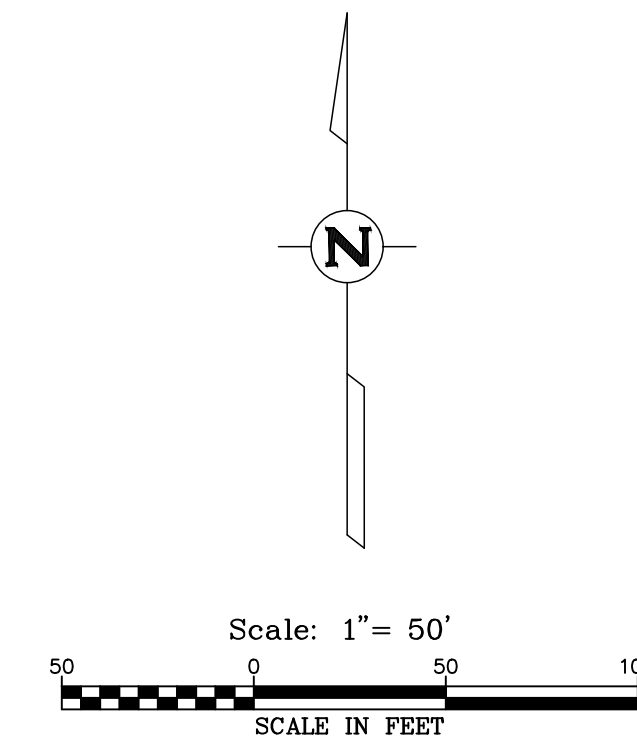
ARBOR PARK PHASE 1
A PLANNED UNIT DEVELOPMENT
PART OF SECTIONS 9 AND 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA

SHEET 5 OF 7

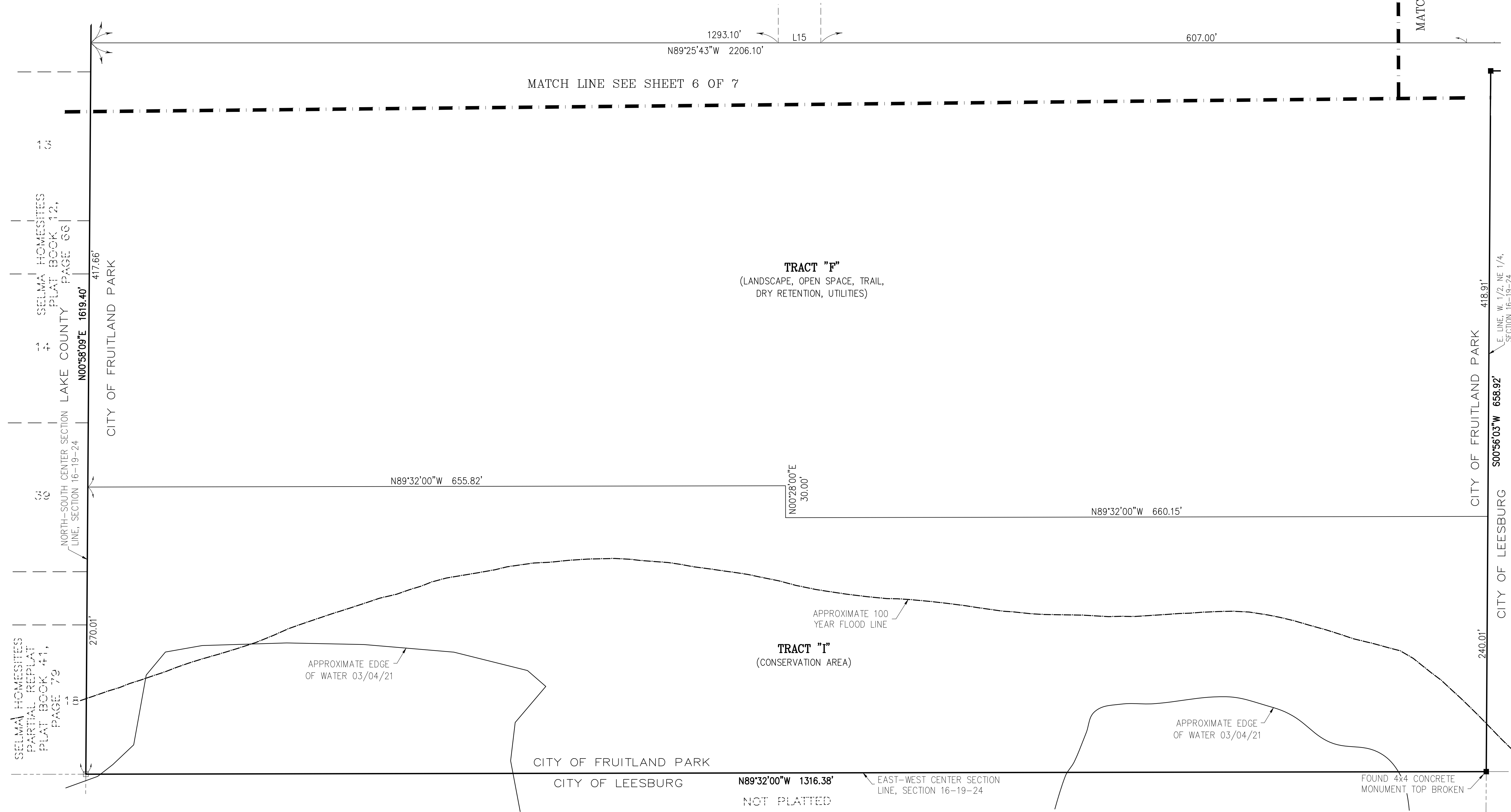
PLAT BOOK

PAGE

LINE TABLE		
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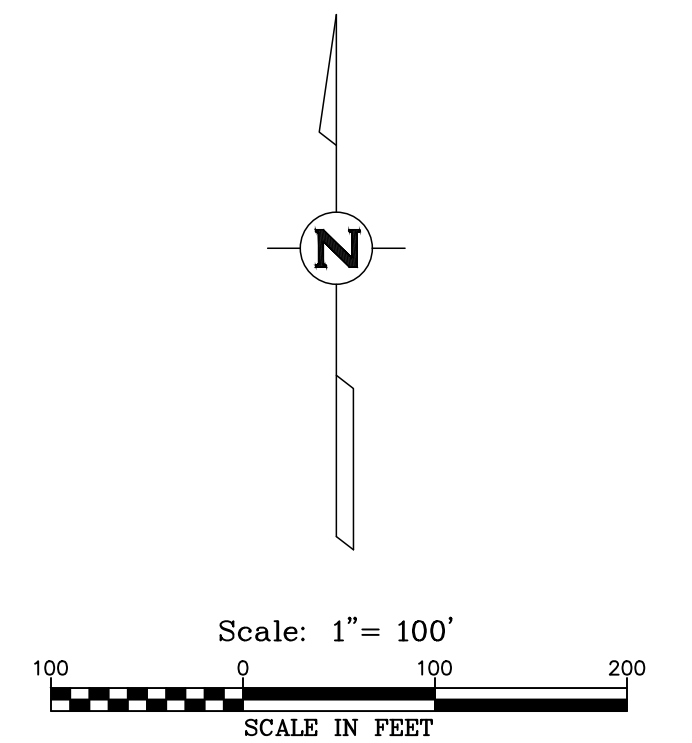


MATCH LINE SEE SHEET 3 OF 7



PLAT BOOK

PAGE



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L12	N0°34'17"E	125.00'
L13	S89°25'43"E	40.00'
L14	N0°34'17"E	125.00'
L15	S89°25'43"E	40.01'

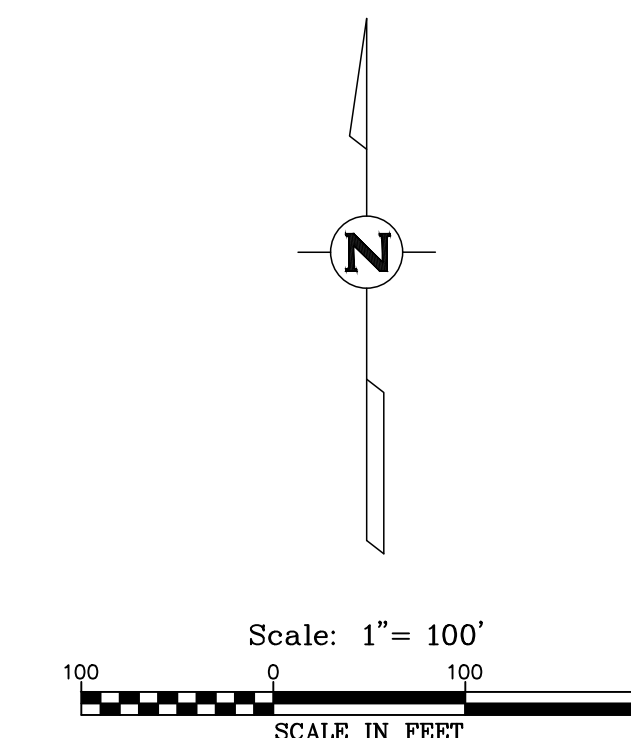
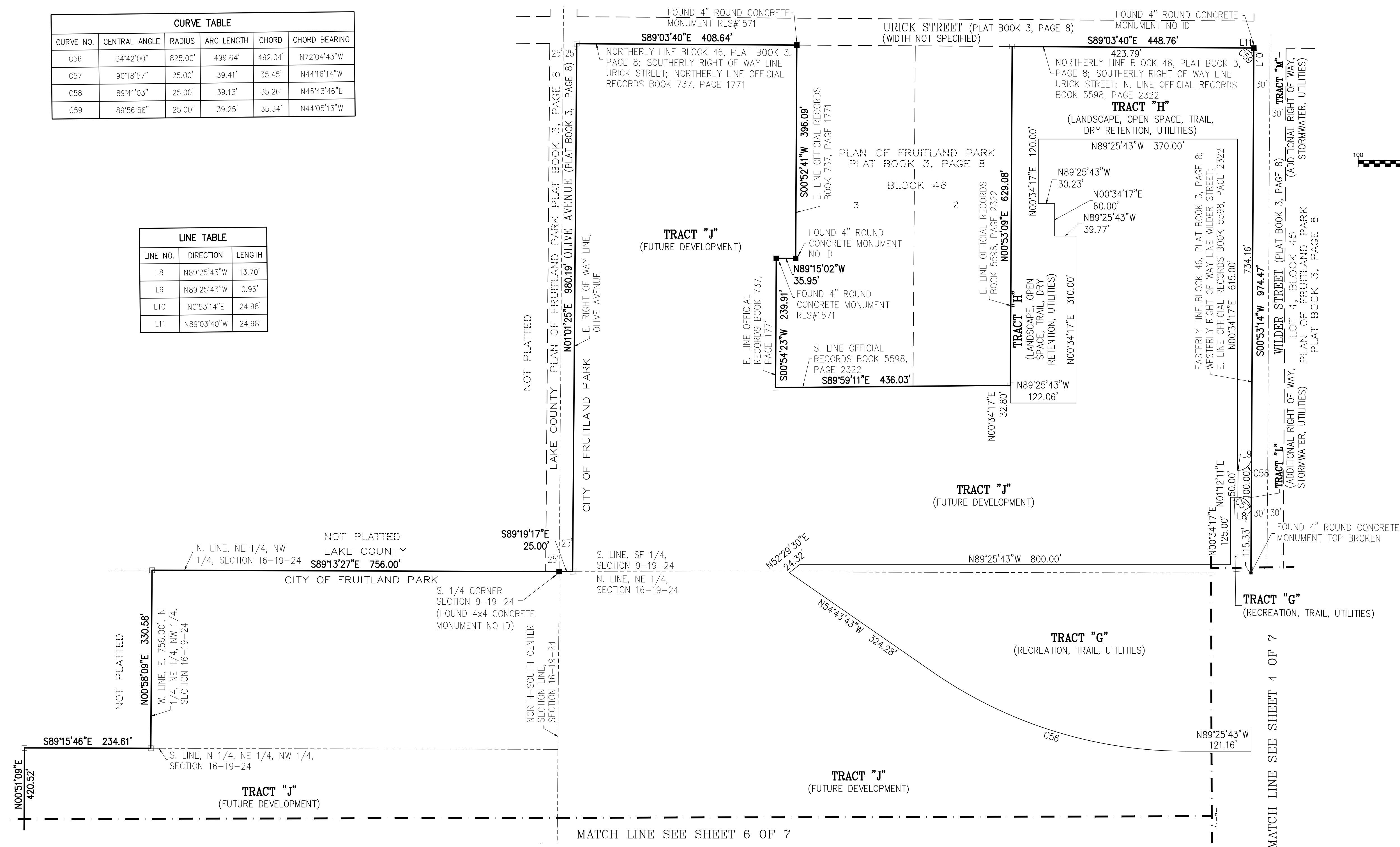


A PLANNED UNIT DEVELOPMENT
PART OF SECTIONS 9 AND 16, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA

PLAT BOOK

CURVE TABLE					
CURVE NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING
C56	34°42'00"	825.00'	499.64'	492.04'	N72°04'43"W
C57	90°18'57"	25.00'	39.41'	35.45'	N44°16'14"W
C58	89°41'03"	25.00'	39.13'	35.26'	N45°43'46"E
C59	89°56'56"	25.00'	39.25'	35.34'	N40°05'13"W

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L8	N89°25'43"W	13.70'
L9	N89°25'43"W	0.96'
L10	N0°53'14"E	24.98'
L11	N89°03'40"W	24.98'



CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5b

ITEM TITLE: Resolution 2025-028 – Variance, Contractor Tool Supply for approximately 4.83 $\pm$ acres generally located east of US Hwy 27/441 and north of S. Grays Airport Road. Petitioner: Vera Holdings & Investments, Inc. (owner)

MEETING DATE: June 12, 2025

DATE SUBMITTED: May 30, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development Director

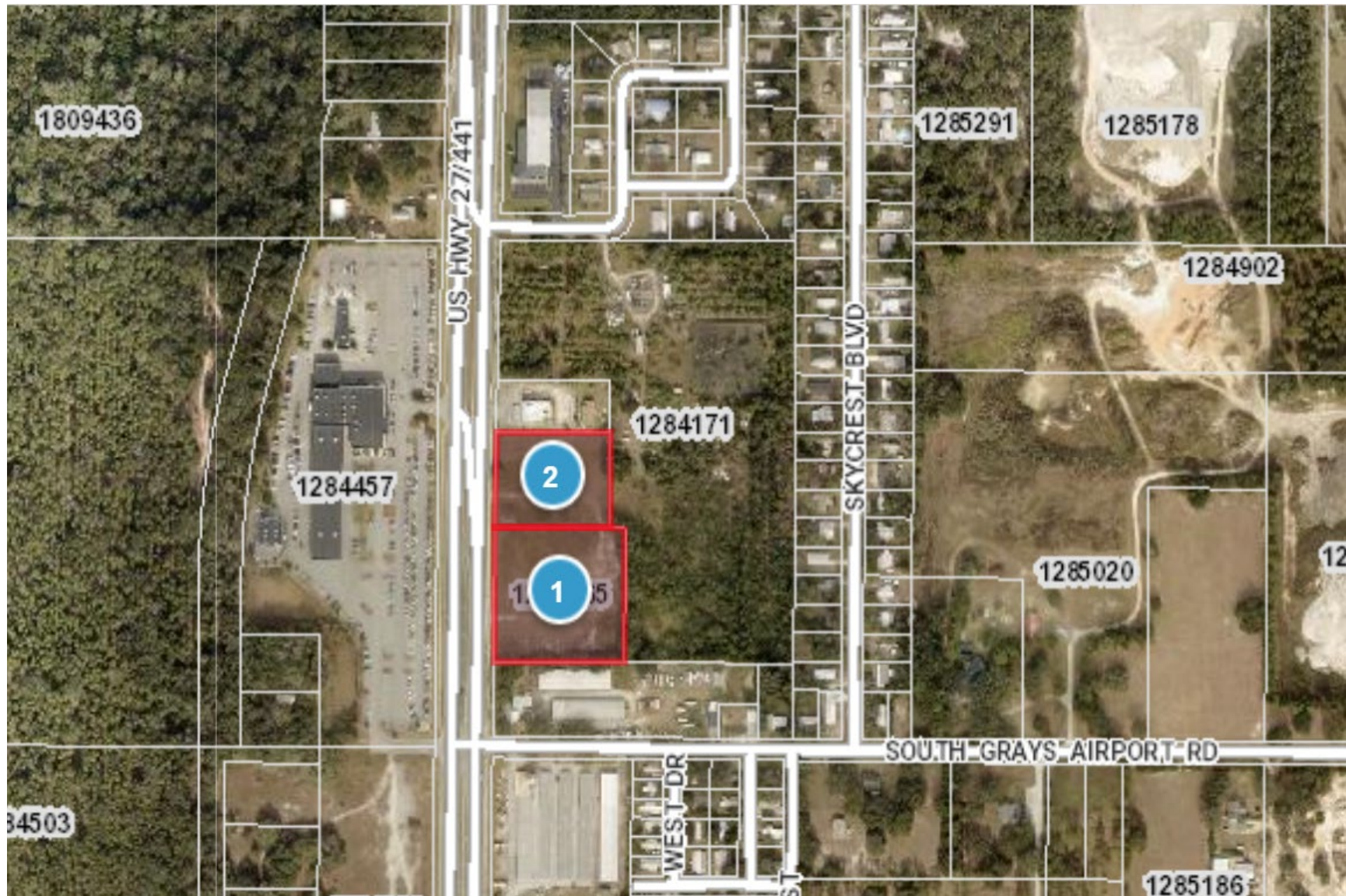
BRIEF NARRATIVE: The applicant is requesting a variance in accordance with the requirements of Chapter 168, Section 168.010(C)(3) and (f) of the city's Land Development Regulations; proposing to replace canopy trees with understory trees where there is an existence of utilities - power lines and a power easement. The staff report recommends a 2:1 replacement of 56 understory trees in lieu of 28 canopy trees.

FUNDS REQUIRED: None

ATTACHMENTS: Location map, Resolution 2025-028, Justification for variance, staff comments, landscape and irrigation plan, and advertising affidavit.

RECOMMENDATION: Recommended to consider approval of Resolution 2025-028. During the P&Z Board meeting held May 15th, 2025, members voted unanimously to recommend approval consideration.

ACTION:



Contractor Tool Supply Alternate Keys: 1284651 & 1284465

RESOLUTION 2025-028

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A VARIANCE TO THE LAND DEVELOPMENT REGULATION (LDR) REQUIREMENTS PERTAINING TO LANDSCAPE BUFFER TREE PLANTINGS ON THE SUBJECT PROPERTY LOCATED EAST OF US HWY. 441/27 AND NORTH OF SOUTH GRAYS AIRPORT ROAD OWNED BY VERA HOLDINGS & INVESTMENTS, INC., PROVIDING FOR AN EXPIRATION DATE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Vera Holdings & Investments, Inc., owner has petitioned for a variance for property located east of US Hwy. 441/27 and north of South Grays Airport Road, in the City of Fruitland Park, Florida; and

WHEREAS, the owner requests a variance to the following LDR requirement which requires the planting of canopy trees:

- Chapter 164, Section 164.030(b) Type "C" buffer = 25' minimum, 5 canopy trees, 4 understory trees, and 30 shrubs per 100';

WHEREAS, the proposed buffer area is within an existing power line easement with overhead power lines and the electric company does not allow for the planting of canopy trees and the canopy trees will be replaced with understory trees; and

WHEREAS, this request has met the public notice requirements set forth in Chapter 168 of the City of Fruitland Park Land Development Regulations; and

WHEREAS, the City Commission has considered the petition in accordance with standards for the granting of variances contained in Chapter 168, City of Fruitland Park Land Development Regulations and

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

1. The City Commission has determined that providing understory trees in lieu of canopy trees is not detrimental to the character of the area or inconsistent with the trends of development in the area.
2. The City Commission has determined that providing understory trees in lieu of canopy trees will not have an unduly adverse effect on surrounding property.
3. Special conditions and circumstances exist which are peculiar to the Property which are not applicable to other land and structures.
4. A variance from the existing code for the provision of a Type "C" landscape buffer is the minimum variance to accommodate the Owner's request.

5. The City Commission has further determined that the variance is consistent with the Comprehensive Plan for the City of Fruitland Park and Code, and will not adversely affect the public interest.

6. The variance will not adversely affect the public health, safety and general welfare of the citizens of the City of Fruitland Park.

7. The petition for variance filed by Vera Holdings & Investments, Inc for property located east of US Hwy. 441/27, and north of South Grays Airport Road in the City of Fruitland Park, Florida, more particularly described as:

LEGAL DESCRIPTION: PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4, RUN SOUTH 89°48'20" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 834 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 441, THENCE RUN SOUTH 0°32'40" WEST ALONG THE EASTERLY LINE OF THE SAID RIGHT OF WAY 365.07 FEET FOR A POINT OF BEGINNING, RUN NORTH 89°48'20" EAST 318.2 FEET, THENCE SOUTH 0°13'30" EAST 385.75 FEET TO THE NORTH LINE OF LAND CONVEYED TO ED BRAWNER BY DEED RECORDED IN O.R. BOOK 317, PAGE 134, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE SOUTH 89°49'40" WEST ALONG THE NORTH LINE OF SAID LAND CONVEYED TO ED BRAWNER, 373 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 441, THENCE NORTH 0°32'40" EAST ALONG SAID RIGHT OF WAY 385.75 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS THE NORTH 136.87 FEET THEREOF.

PARCEL 2:

BEGIN AT A POINT LOCATED 226 FEET NORTH AND 475.2 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUTY, FLORIDA, RUN THENCE NORTH 350 FEET, WEST 373 FEET, MORE OR LESS, TO THE EAST BOUNDARY OF RIGHT OF WAY OF U.S. HIGHWAY NO. 441, THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID HIGHWAY 350 FEET, THENCE EAST 373 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

is GRANTED as follows:

1. Variance to Chapter 164, Section 164.030(b) Type "C" Buffer allowing understory trees to be planted in lieu of canopy trees.
2. 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.
3. This variance shall become effective immediately on its approval and adoption by the City Commission of the City of Fruitland Park, Florida.

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:
Approved as to Form:

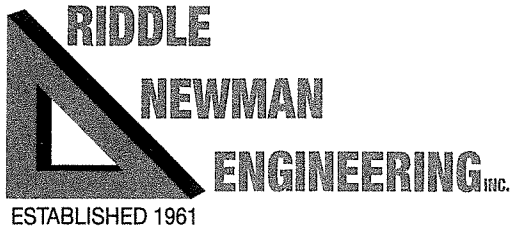
Gwen Johns, City Clerk

Anita Geraci-Carver, City Attorney

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

Passed First Reading _____

(SEAL)



Keith E. Riddle, P.E.

April 2, 2025

Sharon Williams, Administrative Manager
City of Fruitland Park
Community Development Department
506 West Berckman Street
Fruitland Park, FL 34731

Civil
Engineering

Structural
Engineering

Land
Development

Drinking
Water

Wastewater

Stormwater
Management

Environmental
Permitting

**Re: Contractor Tool Supply
Project Resubmittal**

Enclosed please find the following items:

- Revised Application Form – Revised to include Variance
- Copy of Revised Site Plan
- Copy of Revised Landscape Plan
- \$1,050.00 Variance Application Review Fee
- CD with Electronic Documents

In response to the comments from staff dated 3/24/2025 we offer the following:

Anita Geraci-Carver (City Attorney)

1. The approval of the Unity of Title is noted.
2. We acknowledge that the Tree Removal Permit will indicate that all replacement trees must be installed prior to Certificate of Occupancy.
3. The application form is being herewith amended to include the required Variance for the Canopy trees in the front Landscape Buffer. See LPG comment / response below.

HALFF Engineering Review

1. The plans have been revised to correct the Required Fire Flow on Sheet C1.1. The number previously shown was a typo. The previously submitted fire flow results indicate sufficient capacity exists at the existing fire hydrants.
2. The sanitary sewer pump station will be a privately owned and maintained system. The plans now call for the Contractor to verify the existing tie-in pressure prior to installation of the pump for the lift station.

LPG Urban & Regional Planners

- The Site Plan Application form has been revised to reflect the need for the Variance for the front landscape buffer. The Variance justification is attached to the application. The buffer requirements for the City require Canopy trees, however the power company does not allow canopy trees to be planted underneath or in close proximity to the overhead power lines. We are also submitting herewith the additional fees to cover the Variance review process.

Sharon Williams
March 4, 2025
Page No. 2

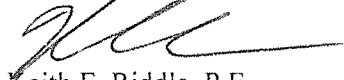
Fruitland Park Public Works

- A new comment was presented at the DRC meeting held on 4/1/2025. Mr. Dicus requested that we shift the trees in the Front Landscape Buffer to be out of the existing Landscape Buffer. The revised Landscape Plan submitted herewith shows that revision.

Should you have any questions, please do not hesitate to call.

Respectfully submitted,

RIDDLE-NEWMAN ENGINEERING, INC.



Keith E. Riddle, P.E.

cc: Matt King

File: K24.05-06

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

SITE PLAN & VARIANCE

Owner: Vera Holdings & Investments, Inc.

Engineer: Keith Riddle, P.E., Riddle-Newman Engineering, Inc.

General Location: East of US Hwy. 27/441 and North of S Grays Airport Road

Number of Acres: 4.83 ± acres

Existing Zoning: C-2

Existing Land Use: Commercial High Intensity (Max. ISR 70%, Max. FAR 0.5)

Date: April 7, 2025

Description of Project

The applicant is requesting approval of the site plan for Contractor Tool Supply consisting of a 53,710 SF – 2 story building. The proposed use consists of retail sales of contractor tools, office and attached warehouse/storage. It is anticipated that the use will generate approximately 25 employees.

	Surrounding Zoning	Surrounding Land Use
North	C-2	Commercial
South	C-2	Commercial
East	C-2	Commercial
West	C-2	Commercial

Assessment

Pursuant to Chapter 154, Section 154.060(a) the site plan has been revised to include a 25' landscape buffer along US Highway 27/441. The applicant indicates on the landscape plan a variance request to allow planting of understory trees instead of canopy trees due to the existing power easement and power lines. The required landscaping buffer requires the planting of 28 canopy trees. The applicant is offering a 1:1 ratio of 28 understory trees.

Chapter 168, Section 168.010(f) indicates the Planning and Zoning Board and the City Commission shall consider the following requirements and criteria:

- 1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

There is an existing utility (electric) easement with overhead power lines along the frontage of the property adjacent to US 27/441 and the utility company does not allow for the planting of canopy trees underneath or in close proximity to the overhead power lines.

- 2) The special conditions and circumstances are not the results of actions of the applicant and/or registered property owner;

The special conditions and circumstances are not the results of actions of the applicant/property owner.

- 3) Literal interpretation and enforcement of the Land Development Code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Land Development Code, and would work unnecessary undue hardship on the applicant;

The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure.

- 4) Granting of the variance request will not confer on the applicant any special privilege that is denied by the Land Development Code to other lands, buildings or structures in the same zoning district; and

Granting of the variance will not confer on the applicant any special privilege.

- 5) The granting of the variance will be in harmony with the general intent and purpose of the Land Development Code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Chapter 164, Section 164.010 indicates that the intent of the landscaping and buffers are to improve the appearance of the community, provide shade, buffer adjacent land uses, and screen vehicular movement from pedestrian and public view. The planting of understory trees in lieu of canopy trees will be in harmony and the general intent and purpose of the Land Development Code.

The building elevations submitted appear to meet Chapter 154, Section 154.070.

The ground sign rendering submitted appears to meet Chapter 163, Section 163.070. Please be advised that a separate sign permit will be required. In addition, a minimum landscape area of 2 sq ft. for each linear foot of sign face width shall be provided. Review of the demolition plan (Sheet C1.3) indicates that the existing billboard sign will be removed.

Review of the landscape plans indicate that there are 87 existing trees with 25 trees to be removed leaving 62 trees. Replacement trees equates to 10 trees. Replacement trees may be used to meet the requirements of the landscape code.

Recommendation

Staff recommends approval of the site plan subject to engineering approval. Staff recommends approval of the variance; however, staff recommends replacement of a 2:1 ratio resulting in the planting of 56 understory trees in lieu of 28 canopy trees.

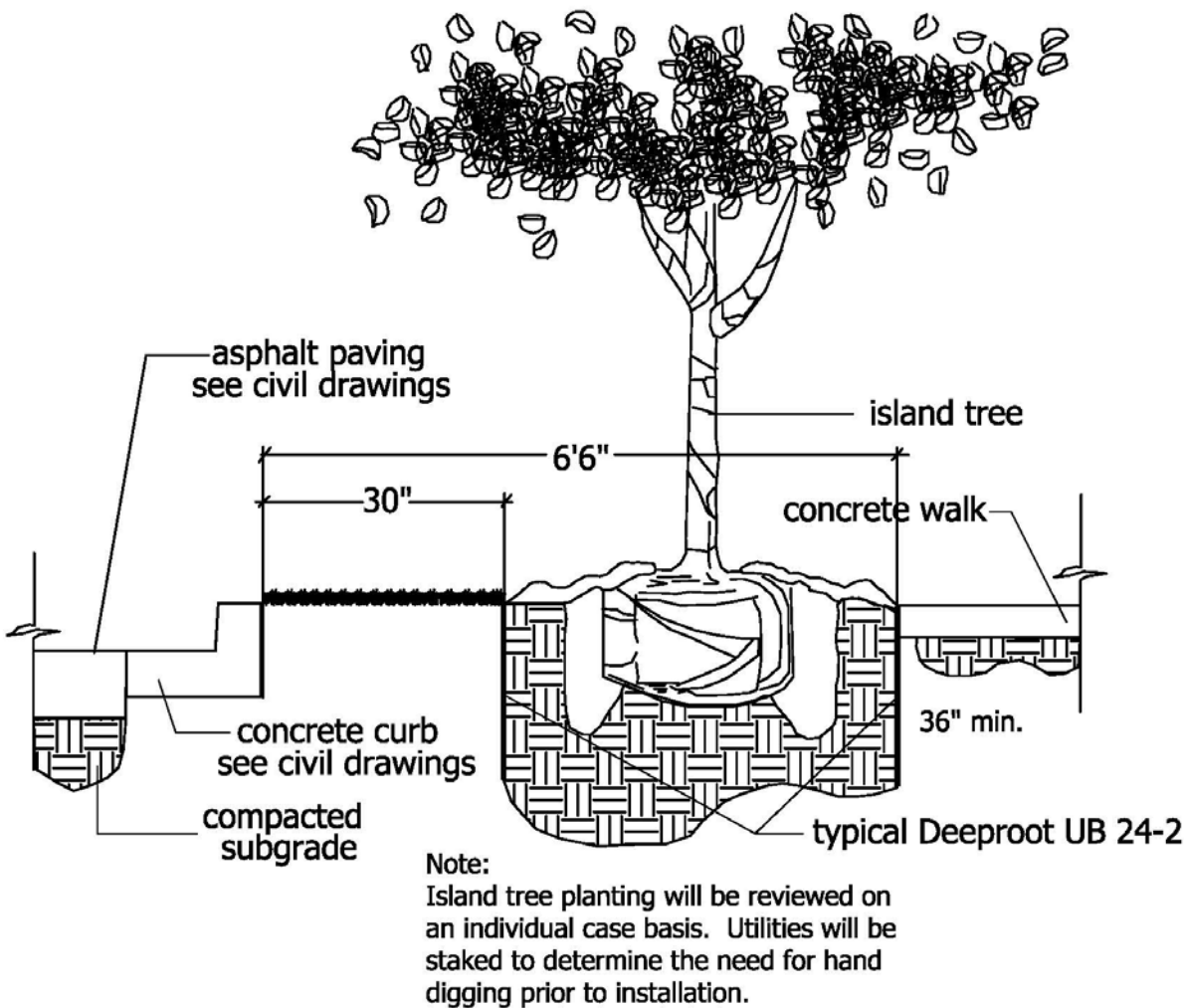
Quantity	Common Name	Scientific Name	Soil Moisture Range	Native	Spacing	Notes
TREES						
2	Bald Cypress	<i>Taxodium distichum</i>	Moist - dry	Yes	as shown	1.5" DBH., 12'
6	Southern Live Oak	<i>Quercus virginiana</i>	Moist - dry	Yes	as shown	1.5" DBH., 12'
13	Muscogee Crape Myrtle	<i>Lagerstroemia indica</i>	Moist - dry	No	as shown	0.5" DBH., 6'
12	Natchez Crape Myrtle	<i>Lagerstroemia indica</i>	Moist - dry	No	as shown	0.5" DBH., 6'
14	Eagleston Holly	<i>Ilex attenuata</i> 'eagleston'	Moist - dry	Yes	as shown	0.5" DBH., 6'
16	Japanese Blueberry	<i>Elaeocarpus decipens</i>	Moist - dry	No	as shown	0.5" DBH., 6'
4	DD Blanchard Magnolia	<i>Magnolia grandiflora</i>	Moist - dry	Yes	as shown	1.5" DBH., 12'
SHRUBS						
184	Simpson's Stopper	<i>Myrcianthes fragrans</i>	Moist - dry	Yes	3' oc	3G, 30"
44	Ocala Anise	<i>Illicium parviflorum</i>	Moist - dry	Yes	3' oc	3G, 30"
82	Shillings Holly	<i>Ilex vomitoria</i> 'Shillings'	Moist - dry	Yes	3' oc	3G, 30"
207	Dwarf Walter's Viburnum	<i>Viburnum obovatum</i> 'Densa'	Moist - dry	Yes	3' oc	3G, 30"
SOD						
as required	Bahia Grass	<i>Paspalum notatum</i>	Dry - moist	No	sod/seed	Pensacola Bahia

[illegible]

1. This work consists of the complete plant material installation as shown on the drawings and as herein specified. This work shall include, but is not limited to, the supplying of all plant material specified, the furnishing of all labor, equipment, appliances and materials called for, and in performing all operations in connection with the landscape specifications as shown on this plan. Further, the work shall include the maintaining of all plants and planting areas until phase acceptance by the owner, and fulfilling of all guarantee provisions as herein specified.
2. Adjustments to planter beds as shown on plans may be necessary due to walk locations, berming, relationship to roadways, etc. Plant material may need to be added or subtracted in the field. The contractor shall be responsible for the final plant count upon completion of the job. The final plant count will be submitted to the owner prior to final payment.
3. The contractor shall fully acquaint themselves with the related site grading, water supply, electrical supply, and other utilities to preclude any misunderstanding and facilitate a trouble free installation.
4. No substitution shall be made without written permission of the owner.
5. In the event of a variation between the plant list and the number of plants shown on the plans, contact the Project Landscape Architect immediately.
6. Plant materials will be inspected at the job site by the owner. When inspected work does not comply with the specified requirements, the contractor shall replace rejected work and continue specified maintenance until the work is reinspected and found acceptable and remove rejected plants and materials from the job site within 48 hours.
7. All materials shall be installed in a neat and workmanlike manner. The owner or his landscape architect reserves the right to direct the removal and replacement of any items which, in his opinion, do not present an orderly and attractive neat or workmanlike appearance, provided such items can be installed in an orderly way by the usual method of such work.
8. All plant material shall be Florida No. 1 grade or better as defined in "Grades and Standards for Nursery Plants", Parts 1 and 2, as published by the Florida Department of Agriculture and Consumer Services, and shall conform to ANN standards for nursery stock (ansi 260, 1-1980).
9. All planting beds shall be mulched with 3" of pine bark nuggets, 100% organic, of the highest grade.
10. All trees 8' or larger shall be staked or guyed. Staking materials and methods shall be submitted to the Owner for approval prior to installation.
11. Planting soil shall consist of the existing soil amended if required.
12. Fertilizer shall be quick release, water soluble and shall conform to the applicable state of Florida fertilizer laws. The contractor shall submit to the owner or landscape architect a fertilization certification.
13. All plants shall be watered thoroughly when planted.
14. Sod shall be well matted with grass roots. The sod shall be taken up in rectangles preferably 12" by 24", a minimum of 2" in thickness, and shall be reasonably free of weeds and other grasses and shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. The sod shall be shaded and kept moist until it is planted. Damaged sod will be rejected. Replanting shall be done within 48 hours after time of harvesting or kept damp until planted.
15. Sodding schedule:
 - A. All lawn areas shall be planted with a species specified by the Owner (limits determined by Owner).
 - B. Soft spots and inequalities in grade shall be corrected before starting work.
 - C. Lay sod without voids. Thoroughly water after planting. The surface shall be true to finish grade lines and even and firm at all points.
 - D. Place sod with staggered joints closely butted, tamped or rolled to an even surface. Erosion control measures are mandatory in swales, rights of ways, or any other areas subject to erosion.
 - E. Fertilize with 16-4-8 fertilizer at the rate of 8 lbs./1000 sq. ft.
16. All shrub areas and areas to be sodded will be automatically irrigated. Verify areas to be irrigated with owner prior to commencing work.
17. Contractor shall clean up and remove from the premises all surplus materials and rubbish.
18. All shrubs and sod shall be guaranteed for one hundred eighty (180) days after final acceptance of the final phase by owner. All trees shall be guaranteed for one (1) year after final acceptance of the final phase.
19. Protective barricades shall be placed around all protected trees to be saved and shall remain in place until construction is complete. Barricades shall be a minimum of 10' from the edge of the tree. Barricade shall be constructed of wood and be a minimum of 3' in height.
20. Final inspection will not take place until all materials have been planted/installed properly.
21. Contractor will be notified by letter of the final acceptance of each phase within ten (10) days after final phase inspection or ten (10) days after reinspection should that be necessary.
22. Upon final notice of final acceptance of each phase, the owner will assume maintenance.
23. If trees are wrapped in burlap and wire, remove wire and burlap from the surface of the root ball.

Existing Tree To Remain

1	<i>Quercus virginiana</i> Live Oak
1	<i>Magnolia grandiflora</i> DD Blanchard Magnolia
1	<i>Taxodium distichum</i> Bald Cypress
1	<i>Ilex attenuata</i> 'Eagleston' Eagleston Holly
1	<i>Lagerstroemia indica</i> Muscogee Crape Myrtle
1	<i>Lagerstroemia indica</i> Natchez Crape Myrtle
1	<i>Elaeocarpus decipens</i> Japanese Blueberry

[illegible]

All plant material to be Florida #1 or better as defined in the Florida Grades and Standards for Nursery Plants, most current edition.

Required canopy trees shall have a single straight trunk to a minimum of four feet (4'), be a minimum of one and one half inches (1.5") DBH, and be a minimum of eight feet (12') tall at the time of planting.

Required understory trees may be single stemmed or multi-stemmed, be a minimum of one half inch (0.5") DBH, and be a minimum of eight feet (6') tall at the time of planting.

Required shrubs and hedges shall have a container size of 3 gallon minimum, have a minimum height of thirty inches (30") at the time of planting and shall reach an average height of three feet (3') within 1 year of planting. When a continuous hedge is required, the plants shall be planted at a maximum spacing of thirty inches (36") on center.

Landscape plants and features that are not required by code shall be optional to install at owner's discretion without plan revision.

All Landscape trees to be from preferred tree list or approved alternatives.

All landscape shrubs to be from preferred shrub list or approved alternatives.

Installation of trees and shrubs shall comply with standard nursery practice.

Landscaping to meet all applicable Florida Friendly and City requirements

Root barriers as detailed to be used when Canopy trees are planted adjacent to underground utilities

See engineering plans for details and dimensions.

All landscaped areas will be 100% irrigated by an automatic system.

A variance is requested from Fruitland Park LDR Section 164.030 (b) to allow substitution of understory trees for canopy trees in the required roadside buffer because of overhead power lines. Substitution would be on a 1 for 1 basis.

Figure 1 shows a vertical scale bar. The scale is marked from 0 to 160 feet. The bottom portion of the scale, from 0 to 40 feet, is marked with a checkered pattern. The text "Scale 1"=20"" is written vertically next to the checkered pattern.

scale: 1"=20'

when plotted on
24" x 36" sheet

sheet: 1

of: 4

revisions:

date:	description:
03-04-2025	staff comments
04-02-2025	staff comments

drawing date: 09-12-2024

L.R. HUFFSTETTLER, INC.
Landscape Architecture & Planning
36955 Lake Yale Drive
Grand Island, FL 32735
(352) 516-5254

L.R. Huffstetler III - Lic. # 0000744

HUFFSTETTLER
Landscape Architecture & Planning
36955 Lake Yale Drive
Grand Island, FL 32735
(352) 516-5254
lic. # 0000744
boohuff@aol.com

Landscape and Irrigation Plan

Contractor Tool Supply

Fruitland Park, Florida

revisions:

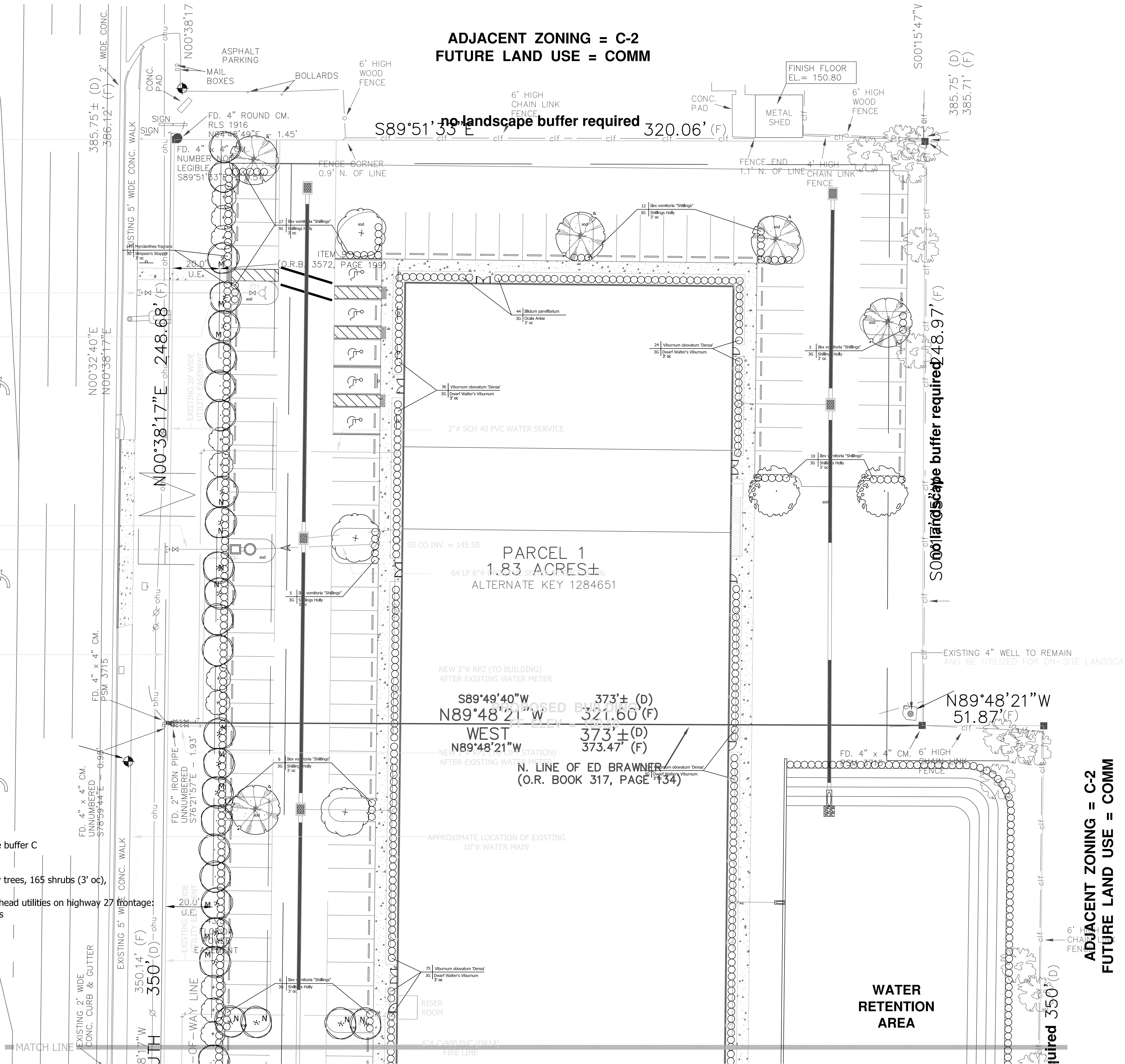
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04-02-2025	tail comments



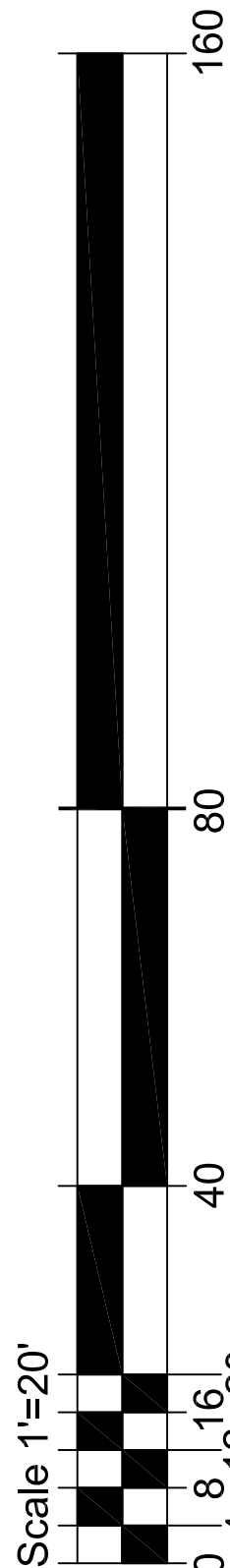
drawing date: 09-12-2024

WAY 27 / 441 STATE ROAD NO. 500
(166' WIDE RIGHT OF WAY)

West Landscape Buffer
549 linear feet of 25' landscape buffer C
(599 less 2 - 25' driveways)
buffer plant material by code:
28 canopy trees, 22 understory trees, 165 shrubs (3' oc),
plant material considering overhead utilities on highway 2
50 understory trees, 177 shrubs



ADJACENT ZONING = C-2
FUTURE LAND USE = COMM



scale: 1"=20'
when plotted on
24" x 36" sheet

sheet: 2
of: 4

Contractor Tool Supply

Landscape and Irrigation Plan



L.R. HUFFSTETLER, INC.
Landscape Architecture & Planning
36955 Lake Yale Drive
Grand Island, FL 32735
(352) 516-5254

L.R. Huffmaster III - Lic. # 00007944

HUFFMASTER

Landscapes Architecture & Planning

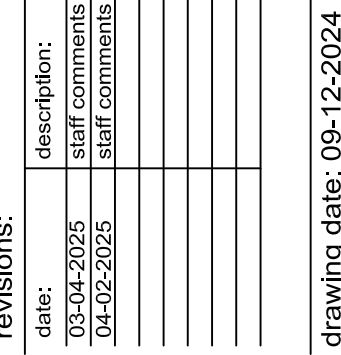
36955 Lake Yale Drive
Grand Island, FL 32735

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Lic. # 00007944
bobhuff3@yahoo.com



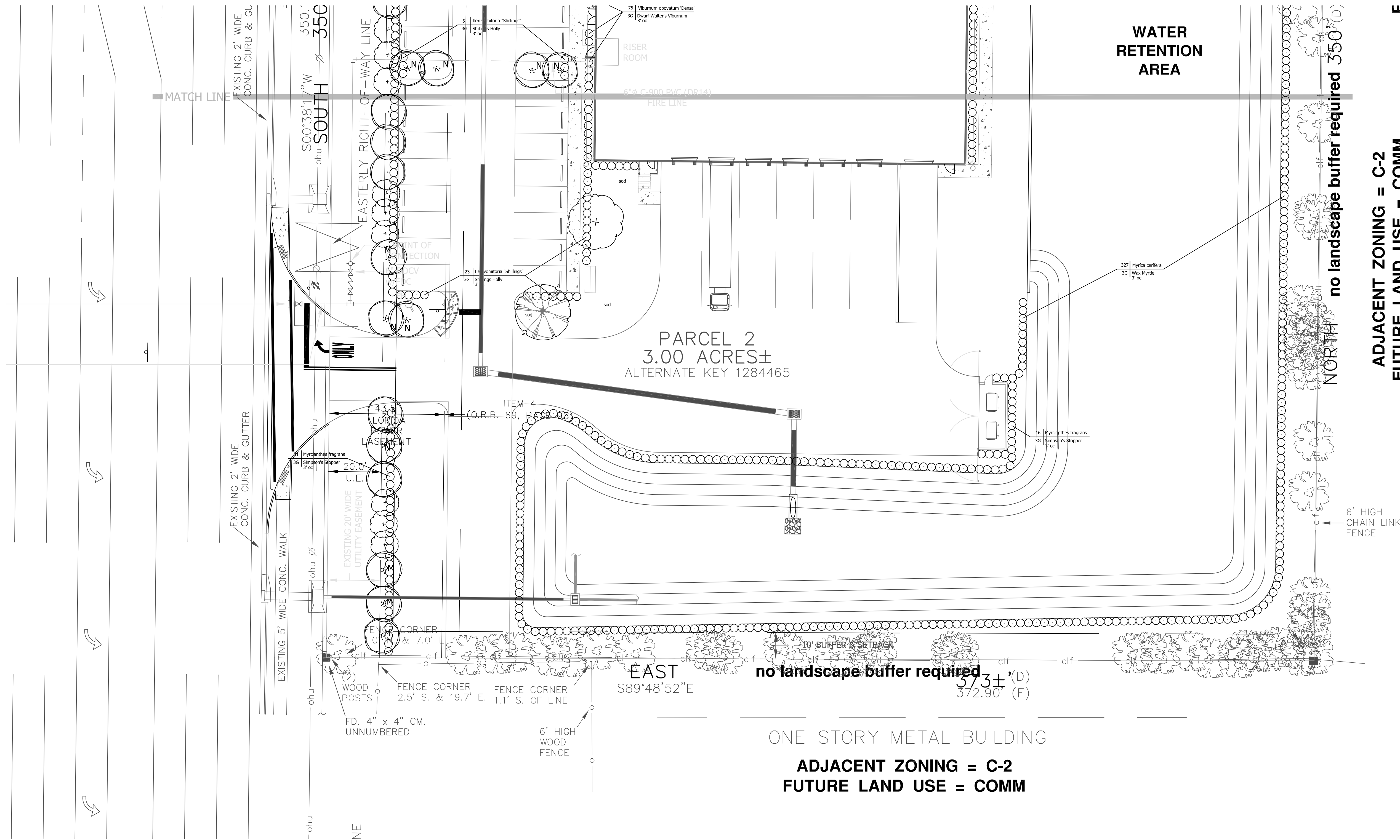
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of: 4



Contractor Tool Supply

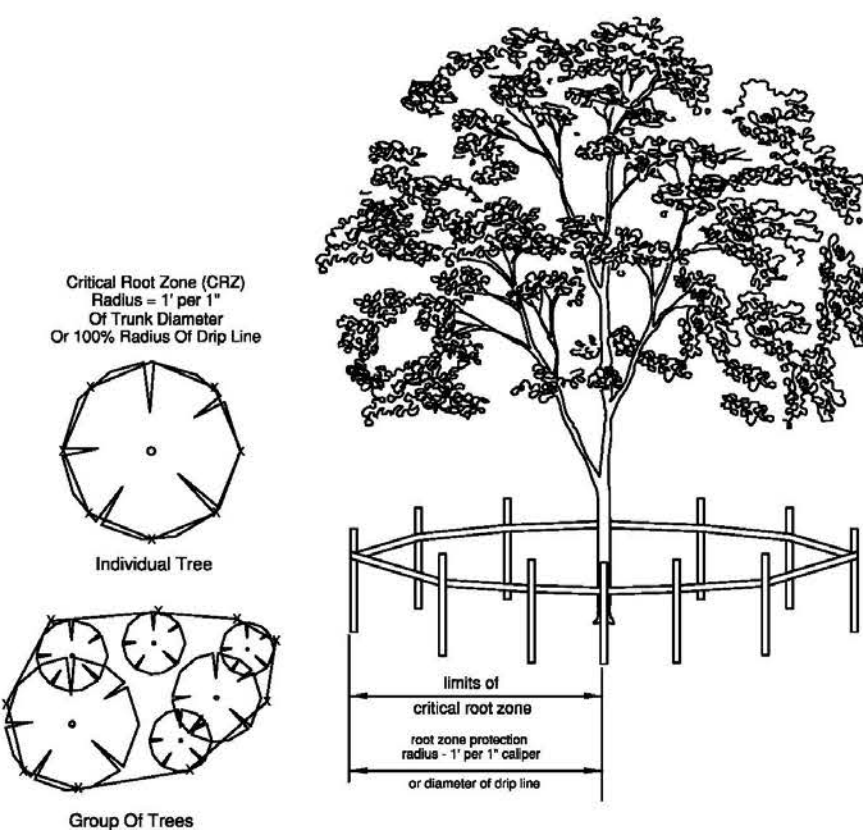
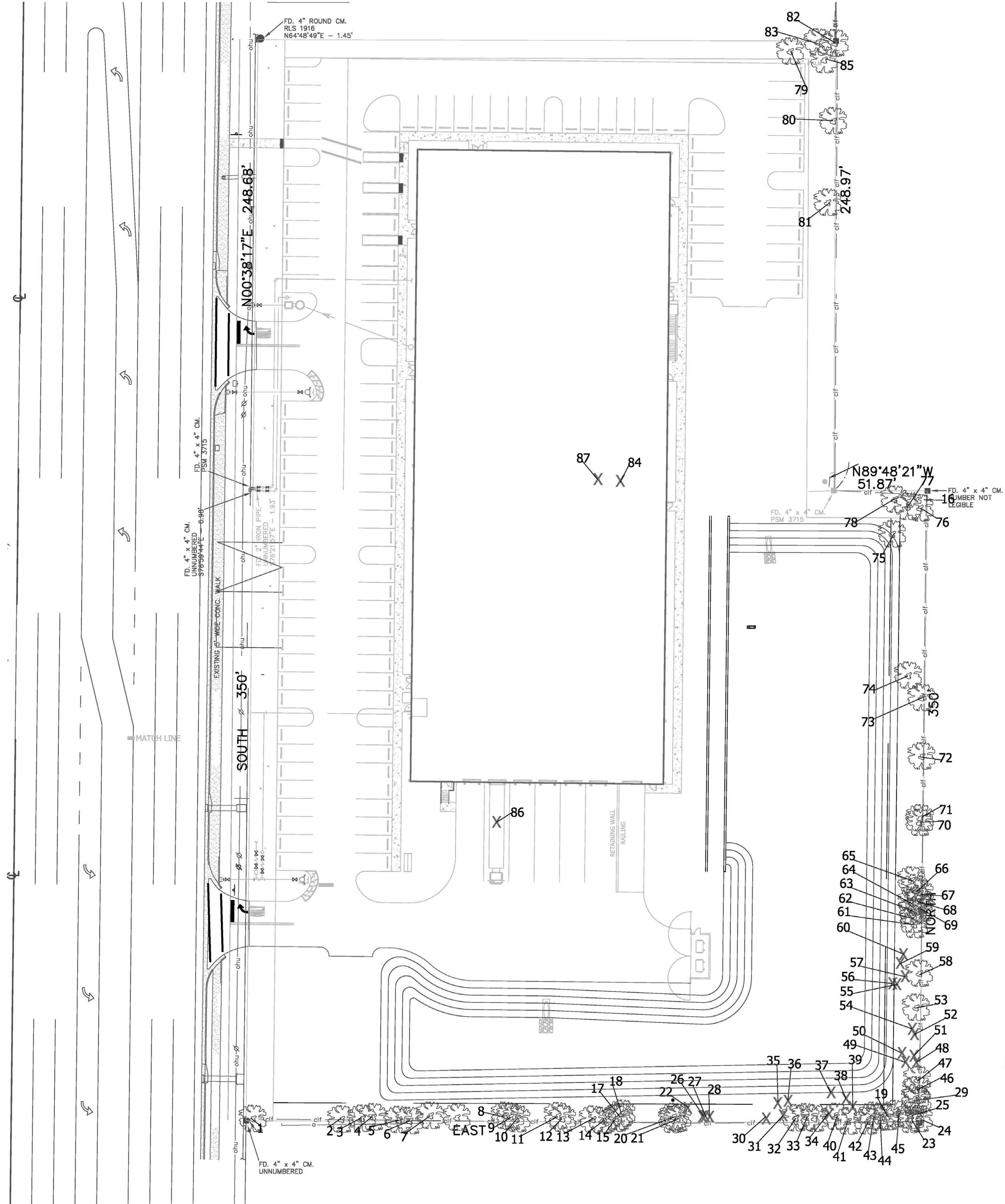
Landscape Plan

HUFFSTETLER
Landscape Architecture & Planning
36955 Lake Yale Drive
Grand Island, FL 32735
(352) 516-5254
Lic. # 0000744
bobhuff3@yahoo.com



ADJACENT ZONING = C-2
FUTURE LAND USE = COMM

L



Tree Protection Barrier Detail
not to scale

tree conservation and mitigation matrix:

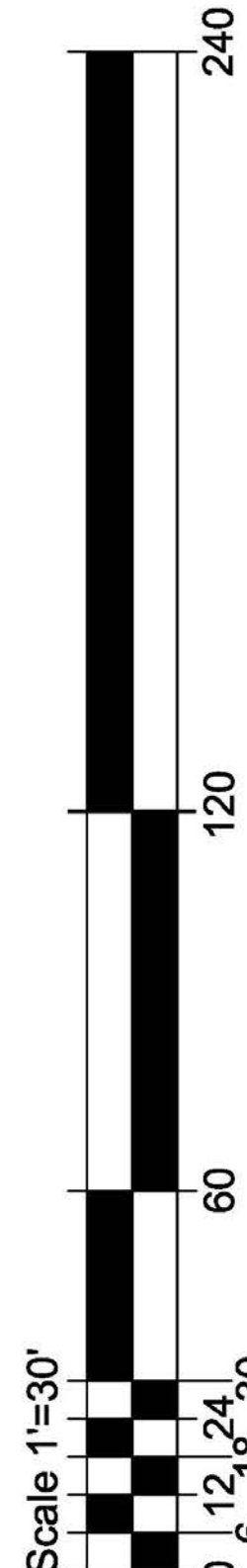
Ref Number	Common Name	Botanical Name	DBH Inches	Count	Trees To Remain To Remain	Trees To Be Removed
1	Sabal Palm	Sabal palmetto	24	1	1	
2	Oak	Quercus spp.	16	1	1	
3	Sabal Palm	Sabal palmetto	16	1	1	
4	Oak	Quercus spp.	8	1	1	
5	Sabal Palm	Sabal palmetto	12	1	1	
6	Oak	Quercus spp.	8	1	1	
7	Sabal Palm	Sabal palmetto	10	1	1	
8	Sabal Palm	Sabal palmetto	10	1	1	
9	Sabal Palm	Sabal palmetto	10	1	1	
10	Sabal Palm	Sabal palmetto	10	1	1	
11	Sabal Palm	Sabal palmetto	16	1	1	
12	Sabal Palm	Sabal palmetto	11	1	1	
13	Sabal Palm	Sabal palmetto	16	1	1	
14	Oak	Quercus spp.	9	1	1	
15	Sabal Palm	Sabal palmetto	11	1	1	
16	Oak	Quercus spp.	7	1	1	
17	Oak	Quercus spp.	8	1	1	
18	Oak	Quercus spp.	10	1	1	
19	Sabal Palm	Sabal palmetto	18	1	1	
20	Oak	Quercus spp.	12	1	1	1
21	Sabal Palm	Sabal palmetto	16	1	1	
22	Sabal Palm	Sabal palmetto	8	1	1	
23	Sabal Palm	Sabal palmetto	8	1	1	
24	Sabal Palm	Sabal palmetto	18	1	1	
25	Sabal Palm	Sabal palmetto	8	1	1	
26	Oak	Quercus spp.	12	1	1	1
27	Oak	Quercus spp.	12	1	1	1
28	Sabal Palm	Sabal palmetto	8	1	1	1
29	Sabal Palm	Sabal palmetto	18	1	1	
30	Oak	Quercus spp.	14	1	1	1
31	Sabal Palm	Sabal palmetto	10	1	1	1
32	Sabal Palm	Sabal palmetto	8	1	1	
33	Sabal Palm	Sabal palmetto	16	1	1	
34	Sabal Palm	Sabal palmetto	16	1	1	1
35	Sabal Palm	Sabal palmetto	8	1	1	1
36	Sabal Palm	Sabal palmetto	14	1	1	1
37	Elm	Ulmus spp.	6	1	1	
38	Sabal Palm	Sabal palmetto	12	1	1	1
39	Sabal Palm	Sabal palmetto	12	1	1	1
40	Oak	Quercus spp.	10	1	1	
41	Oak	Quercus spp.	12	1	1	
42	Sabal Palm	Sabal palmetto	8	1	1	
43	Sabal Palm	Sabal palmetto	8	1	1	
44	Sabal Palm	Sabal palmetto	8	1	1	
45	Sabal Palm	Sabal palmetto	18	1	1	
46	Sabal Palm	Sabal palmetto	16	1	1	
47	Sabal Palm	Sabal palmetto	16	1	1	
48	Sabal Palm	Sabal palmetto	16	1	1	1
49	Sabal Palm	Sabal palmetto	16	1	1	1
50	Sabal Palm	Sabal palmetto	16	1	1	1
51	Sabal Palm	Sabal palmetto	16	1	1	1
52	Sabal Palm	Sabal palmetto	12	1	1	1
53	Sabal Palm	Sabal palmetto	12	1	1	
54	Sabal Palm	Sabal palmetto	12	1	1	1
55	Sabal Palm	Sabal palmetto	12	1	1	1
56	Sabal Palm	Sabal palmetto	12	1	1	1
57	Oak	Quercus spp.	14	1	1	1
58	Sabal Palm	Sabal palmetto	14	1	1	
59	Sabal Palm	Sabal palmetto	12	1	1	1
60	Sabal Palm	Sabal palmetto	12	1	1	1
61	Sabal Palm	Sabal palmetto	12	1	1	
62	Oak	Quercus spp.	10	1	1	
63	Oak	Quercus spp.	12	1	1	
64	Oak	Quercus spp.	10	1	1	
65	Sabal Palm	Sabal palmetto	10	1	1	
66	Sabal Palm	Sabal palmetto	10	1	1	
67	Oak	Quercus spp.	12	1	1	
68	Oak	Quercus spp.	8	1	1	
69	Oak	Quercus spp.	8	1	1	
70	Oak	Quercus spp.	6	1	1	
71	Sabal Palm	Sabal palmetto	12	1	1	
72	Sabal Palm	Sabal palmetto	17	1	1	
73	Oak	Quercus spp.	12	1	1	
74	Sabal Palm	Sabal palmetto	12	1	1	
75	Sabal Palm	Sabal palmetto	18	1	1	
76	Oak	Quercus spp.	18	1	1	
77	Sabal Palm	Sabal palmetto	18	1	1	
78	Oak	Quercus spp.	18	1	1	
79	Sabal Palm	Sabal palmetto	18	1	1	
80	Cherry	Prunus spp.	6	1	1	
81	Oak	Quercus spp.	10	1	1	
82	Cherry	Prunus spp.	12	1	1	
83	Sabal Palm	Sabal palmetto	24	1	1	
84	Cherry	Prunus spp.	14	1	1	1
85	Sabal Palm	Sabal palmetto	24	1	1	1
86	Sabal Palm	Sabal palmetto	12	1	1	1
87	Cherry	Prunus spp.	8	1	1	1

Total number of existing trees 87
Total number of trees to be removed 25
Total number of trees to remain 62
Total number of replacement trees required (40% of 25 trees removed) 10

Off site trees are not listed in this matrix
Invasive exotics are not shown or calculated

Map Legend:
tree to be removed
tree to remain

Matrix Legend:
tree to be removed
tree to remain



scale: 1"=30'

date: 09-12-2024

description: staff comments

drawing date: 09-12-2024

sheet: 4 of: 4

Contractor Tool
Supply
Fruitland Park, Florida

Landscape and
Irrigation Plan

L.R. HUFFSTETLER, INC.
Landscape Architecture & Planning
36955 Lake Yale Drive
Grand Island, FL 32735
(352) 516-5254
lic. # 0000744

L.R. HUFFSTETLER
Landscape Architecture & Planning
36955 Lake Yale Drive
Grand Island, FL 32735
(352) 516-5254
lic. # 0000744

The Villages[®] DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01250825** in the matter of

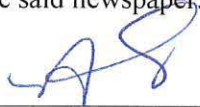
NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

MAY 9, 2025

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously

published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.



(Signature Of Affiant)

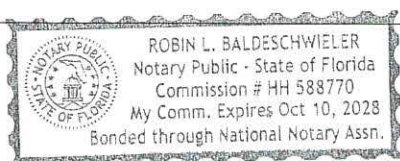
Sworn to and subscribed before me this 9

day of May 2025.



Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____



NOTICE OF PUBLIC HEARING RESOLUTION 2025-028

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A VARIANCE TO THE LAND DEVELOPMENT REGULATION (LDR) REQUIREMENTS PERTAINING TO LANDSCAPE BUFFER TREE PLANTINGS ON THE SUBJECT PROPERTY LOCATED EAST OF US HWY. 441/27 AND NORTH OF SOUTH GRAYS AIRPORT ROAD OWNED BY VERA HOLDINGS & INVESTMENTS, INC., PROVIDING FOR AN EXPIRATION DATE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2025-029

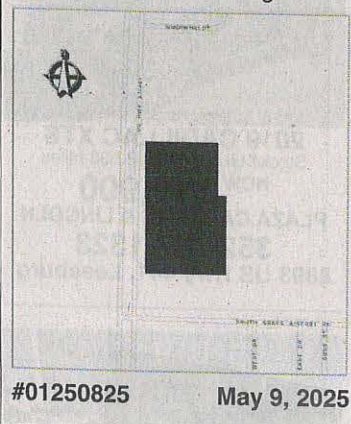
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF A 53,710 SQUARE FOOT - TWO STORY BUILDING FOR RETAIL SALES OF CONTRACTOR TOOLS, OFFICE AND ATTACHED WAREHOUSE/STORAGE INCLUSIVE OF ASSOCIATED PARKING AND STORMWATER; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

The proposed Resolutions will be considered at the following public meetings:

Planning & Zoning Board
Thursday, May 15, 2025
@ 6:00 p.m.
City Commission Reading
Thursday, June 12, 2025
@ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Resolutions and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed Resolutions.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Gwen Johns, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



CITY OF FRUITLAND PARK

AGENDA ITEM SUMMARY

SHEET Item Number: 5c

ITEM TITLE: Resolution 2025-029 – Major Site Plan for approximately 4.83 ± acres generally located east of US Hwy 27/441 and north of S. Grays Airport Road. Petitioner: Vera Holdings & Investments, Inc. (owner)

MEETING DATE: June 12, 2025

DATE SUBMITTED: May 30, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development Director

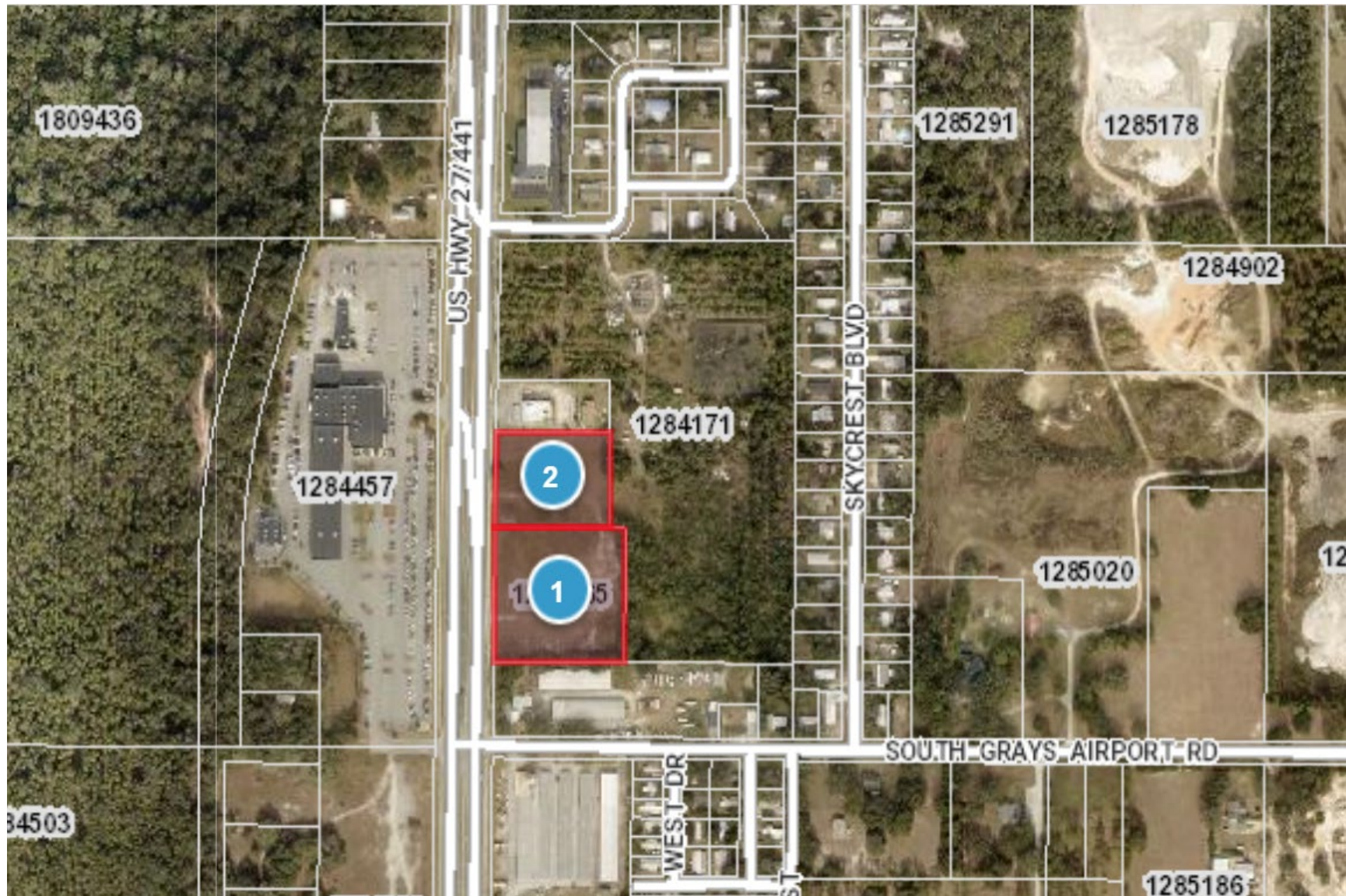
BRIEF NARRATIVE: The applicant is seeking approval of a major site plan to construct a 53,710 overall square foot - 2 story building to use for retail sales of contractor tools and office with an attached warehouse/storage space, with associated parking, along US Hwy 27/441. Total space will be divided as indicated: 34,300 square feet of warehouse space; 9,800 square feet of retail space; and office space totaling 9,610 square feet (1st floor - 4,900 square feet and 2nd floor - 4,710 square feet). The applicant has been advised that a separate sign permit will be required. A unity of title to unite alternate key numbers 1284651 and 1284465 has been submitted and is anticipated to be approved administratively in accordance with the City's Land Development Regulations (LDRs).

FUNDS REQUIRED: None

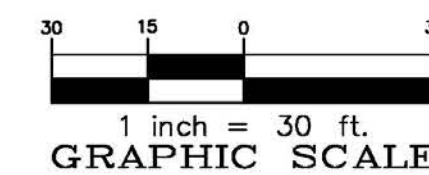
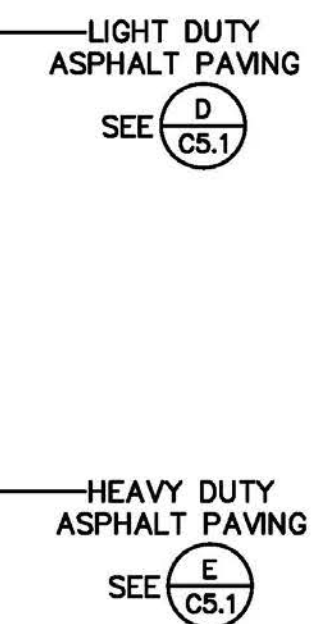
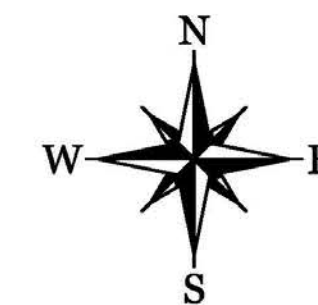
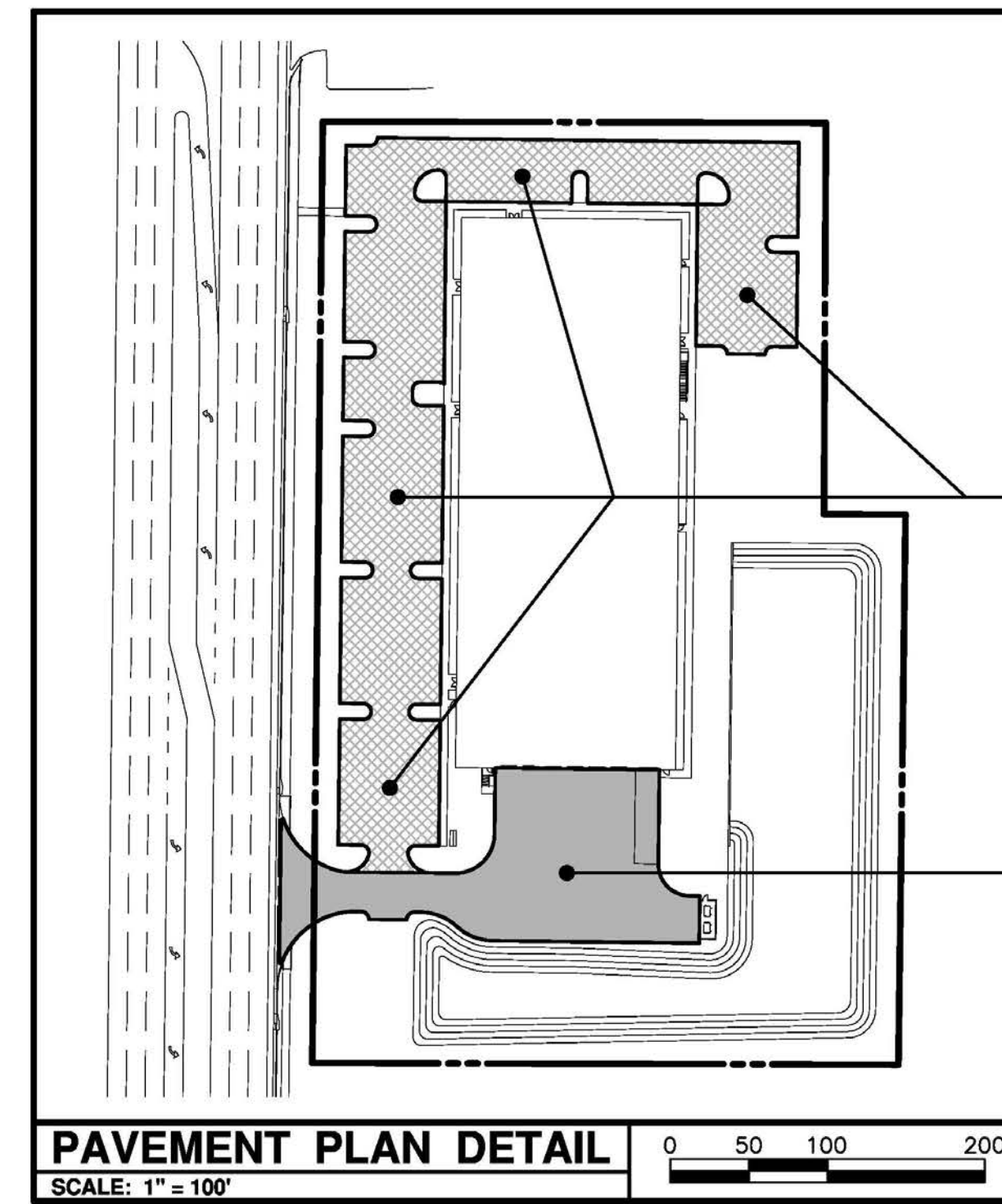
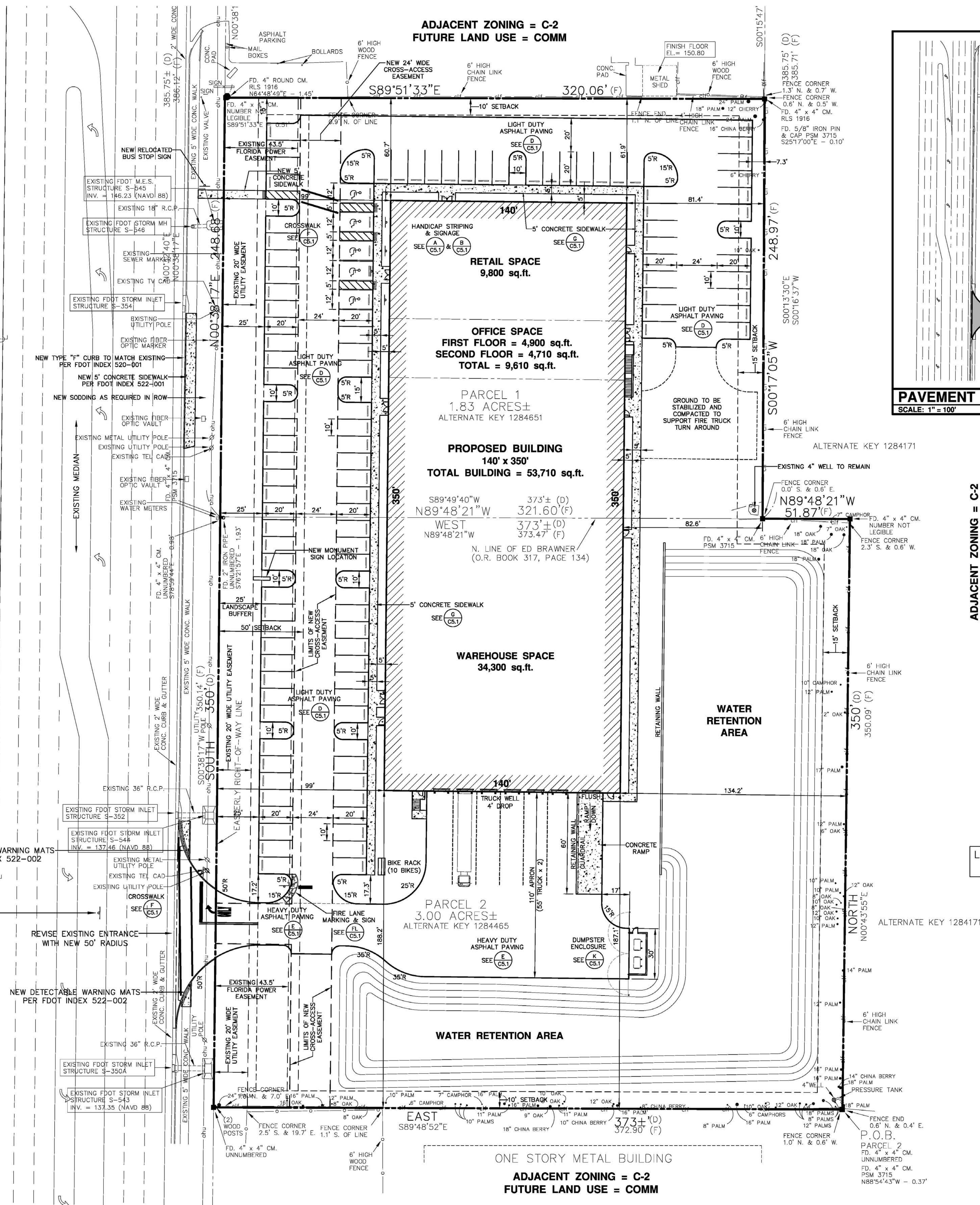
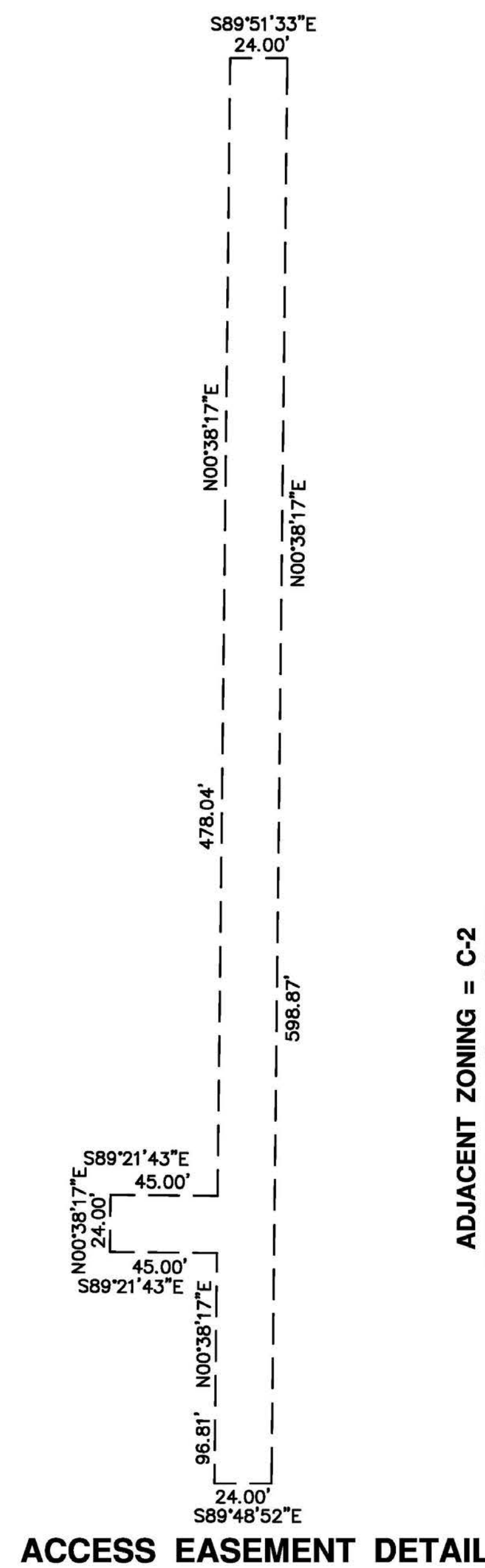
ATTACHMENTS: Resolution 2025-029 location map, see staff comments contained in Resolution 2025-028 (Variance), site plan, advertising affidavit

RECOMMENDATION: Recommended to consider approval of Resolution 2025-029. During the P&Z Board meeting held May 15th, 2025, members voted unanimously to recommend approval consideration.

ACTION:



Contractor Tool Supply Alternate Keys: 1284651 & 1284465



RESOLUTION 2025-029

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF A 53,710 SQUARE FOOT – TWO STORY BUILDING FOR RETAIL SALES OF CONTRACTOR TOOLS, OFFICE AND ATTACHED WAREHOUSE/STORAGE INCLUSIVE OF ASSOCIATED PARKING AND STORMWATER; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Vera Holdings & Investments Inc., Owner, filed an application for Major Site Plan Approval to allow for construction of a commercial building on real property located 2221 U.S. Hwy 27/441, Fruitland Park, Florida (the "Property"); and

WHEREAS, the Planning and Zoning Board of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations, subject to conditions;

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

Section 1. Granting Major Site Plan Approval.

The application filed by Vera Holdings & Investments Inc (hereafter referred to as "Applicant"), to allow for construction of a 53,710 square foot – two story building, inclusive of associated parking, and stormwater on real property having an address of U.S. Hwy 27/441, Fruitland Park, Florida is hereby GRANTED, with conditions, for the following described properties:

Alt. Key Numbers: **1284651 and 1284465**

Parcel Id. Numbers: 33-18-24-0001-000-01901 and 33-18-24-0001-000-01801
(The Property)

LEGAL DESCRIPTION/SITE PLAN: See attached Exhibit A.

Section 2. Conditions of Approval.

- (1) The Applicant shall resolve, to the satisfaction of the City Manager or designee, the following matters:
 - (a) There are no outstanding conditions per TRC
- (2) Site plan approval shall terminate and become null and void automatically without notice if construction has not commenced within twelve (12) months from the date of this conditioned approval.
- (3) The Site Plan is attached hereto and incorporated herein.
- (4) The City Manager is authorized to issue and record a Notice of Site Plan Approval in the public records of Lake County, Florida, **once conditions, if any, have been met.**

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED and ADOPTED at a regular meeting of the City Commission of the City of Fruitland Park, Lake County, Florida this _____ day of _____, 2025.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

GWEN KEOUGH-JOHNS, MMC, CITY CLERK

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

Approved as to form:

Anita Geraci-Carver, City Attorney

EXHIBIT A
Legal Description/Approved Site Plan

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

SITE PLAN

Owner: Vera Holdings & Investments, Inc.

Engineer: Keith Riddle, P.E., Riddle-Newman Engineering, Inc.

General Location: East of US Hwy. 27/441 and North of S Grays Airport Road

Number of Acres: 4.83 ± acres

Existing Zoning: C-2

Existing Land Use: Commercial High Intensity (Max. ISR 70%, Max. FAR 0.5)

Date: March 12, 2025

Description of Project

The applicant is requesting approval of the site plan for Contractor Tool Supply consisting of a 53,710 SF – 2 story building. The proposed use consists of retail sales of contractor tools, office and attached warehouse/storage. It is anticipated that the use will generate approximately 25 employees.

	Surrounding Zoning	Surrounding Land Use
North	C-2	Commercial
South	C-2	Commercial
East	C-2	Commercial
West	C-2	Commercial

Assessment

Pursuant to Chapter 154, Section 154.060(a) the site plan has been revised to include a 25' landscape buffer along US Highway 27/441. The applicant indicates on the landscape plan a variance request to allow planting of understory trees instead of canopy trees due to the existing power easement and power lines. The applicant will need to modify the application to include the variance along with the appropriate filing fee and submit additional information to meet the requirements of Chapter 168, Section 168.010(C)(3) and (f).

The building elevations submitted appear to meet Chapter 154, Section 154.070.

The ground sign rendering submitted appears to meet Chapter 163, Section 163.070. Please be advised that a separate sign permit will be required. In addition, a minimum landscape area of 2 sq ft. for each linear foot of sign face width shall be provided. Review of the demolition plan (Sheet C1.3) indicates that the existing billboard sign will be removed.

Review of the landscape plans indicate that there are 87 existing trees with 25 trees to be removed leaving 62 trees. Replacement trees equates to 10 trees. Replacement trees may be used to meet the requirements of the landscape code.

Recommendation

Please modify the application to include the variance along with the appropriate filing fee and submit additional information to meet the requirements of Chapter 168, Section 168.010(C)(3) and (f).

The Villages® DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01250825** in the matter of

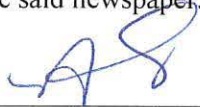
NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

MAY 9, 2025

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously

published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.



(Signature Of Affiant)

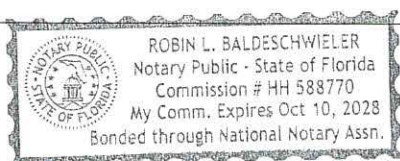
Sworn to and subscribed before me this 9

day of May 2025.



Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____



NOTICE OF PUBLIC HEARING RESOLUTION 2025-028

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING A VARIANCE TO THE LAND DEVELOPMENT REGULATION (LDR) REQUIREMENTS PERTAINING TO LANDSCAPE BUFFER TREE PLANTINGS ON THE SUBJECT PROPERTY LOCATED EAST OF US HWY. 441/27 AND NORTH OF SOUTH GRAYS AIRPORT ROAD OWNED BY VERA HOLDINGS & INVESTMENTS, INC., PROVIDING FOR AN EXPIRATION DATE; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2025-029

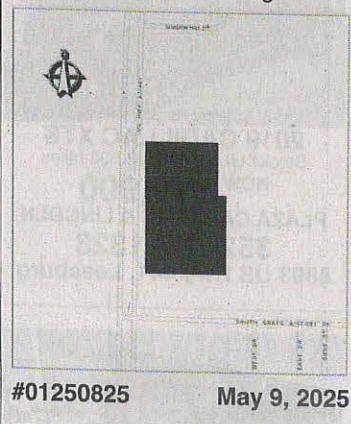
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW FOR CONSTRUCTION OF A 53,710 SQUARE FOOT - TWO STORY BUILDING FOR RETAIL SALES OF CONTRACTOR TOOLS, OFFICE AND ATTACHED WAREHOUSE/STORAGE INCLUSIVE OF ASSOCIATED PARKING AND STORMWATER; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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Planning & Zoning Board
Thursday, May 15, 2025
@ 6:00 p.m.
City Commission Reading
Thursday, June 12, 2025
@ 6:00 p.m.

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CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5d

ITEM TITLE: Resolution 2025-040– Deferred Parking Agreement.
Petitioner: Catalyst Design Group on behalf of the owner,
Birch Enterprises, LLC.

MEETING DATE: June 12, 2025

DATE SUBMITTED: May 28, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development
Director

BRIEF NARRATIVE: Applicant is seeking approval of a major site plan to construct a multi-family apartment complex consisting of 150 units within 5 buildings (2 and 3 story. A total of 324 parking spaces is required; however, a parking deferral agreement is requested to approve 250 [211 standard parking spaces, 31 compact and 8 ADA compliant parking spaces (74 less spaces from required). The city's code does not allow for a deferred parking plan Chapter 162, Section 162.040(d)(1) and provides for an agreement between the parties that contemplates additional parking being constructed, if needed.

FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2025-040, Deferred Parking Plan

RECOMMENDATION: Recommendation to consider approval of Resolution 2025-040.

ACTION: **Approve or Deny Resolution 2025-040.**

RESOLUTION 2025-040

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE DEFERRED PARKING AGREEMENT CONSISTENT WITH SECTION 162.040(D), CITY OF FRUITLAND PARK LAND DEVELOPMENT CODE BETWEEN THE CITY AND BIRCH ENTERPRISES, LLC FOR THE URICK WILDER APARTMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Catalyst Design Group as applicant on behalf of Birch Enterprises, LLC, Owner, filed an application for Major Site Plan Approval to allow for construction of a multi-family apartment complex with a clubhouse, associated parking and stormwater on real property located south on Urick Street and east of Wilder Street, Fruitland Park, Florida (the "Property");

WHEREAS, the applicant desires to defer a portion of the required parking spaces pursuant to Chapter 162, Section 162.040(d) of the LDRs ; and

WHEREAS, the City is amenable to such deferral provided that the Owner enters into a Parking Deferral Agreement with the terms required by the LDRs; and

WHEREAS, the City Commission finds deferral of the parking spaces acceptable provided the parking deferral agreement is executed by Birch Enterprises, LLC.

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

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Commission approves the Deferred Parking Agreement, a copy of which is attached hereto, and further authorizes the Mayor to execute the Agreement between the City of Fruitland Park, Florida and Birch Enterprise LLC.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

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

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

_ Gwen Keough-Johns, City Clerk

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

Approved as to form:

Anita Geraci-Carver, City Attorney

DEFERRED PARKING AGREEMENT

This Deferred Parking Agreement (the "Agreement") is made this ____ day of _____, ~~2024~~2025, by and between the **CITY OF FRUITLAND PARK, a Florida municipal corporation** ("City"), whose address is 506 West Berkman Street, Fruitland Park, Florida 34731, and **BIRCH ENTERPRISES, LLC, a Florida limited liability company**, ("Owner"), whose address is P.O. Box 7878, Gainesville, Georgia 30504, hereinafter referred to collectively as the "Parties."

RECITALS

WHEREAS, Owner is developing property located at the south side of Urick Street, and east of Wilder Street, more particularly described on attached Exhibit "A" ("the Property") within the City of Fruitland Park, Florida; and

WHEREAS, Owner has filed a site plan application with the City for the 150-unit multi-family development on the Property (the "Project"); and

WHEREAS, the City Land Development Regulations (the "LDRs") contain certain parking requirements applicable to site plans; and

WHEREAS, the Owner desires to defer a portion of the required parking spaces pursuant to Chapter 162, Section 162.040(d) of the LDRs; and

WHEREAS, the City is amenable to such deferral provided that the Owner enters into this Agreement and complies with the terms herein; and

WHEREAS, the parties have reached an agreement as to these terms and desire to memorialize the terms in this Agreement.

NOW, THEREFORE, in consideration of mutual covenants and representations set forth herein and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Deferred Parking.** The total number of parking spaces required pursuant to the LDRs is three hundred twenty-four (324) spaces (the "Full Parking Requirement"). Pursuant to the City's Vehicle Parking Deferral provisions in Chapter 162, Section 162.040(d) of the LDRs, Developer desires to defer the provision of seventy-four (74) of such required off-street parking spaces (the "Deferred Spaces") based on information supplied by Developer that the required number of spaces may not be necessary. Developer has submitted a deferred parking plan pursuant to Chapter 162, Section 162.040(d)(1)(B)(i) and the Deferred Spaces may be deferred as provided in Chapter 162, Section 162.040(d) of the LDRs.

3. **City's Reassessment One (1) Year Following Certificate of Occupancy Issuance.**

A. One year from the date of City's issuance of the certificate of occupancy for the Project, the City may assess whether the Deferred Spaces are necessary within City's sole discretion. The Owner may at any time request that the City approve a revised development plan to allow converting the deferred spaces to operable parking spaces.

B. In the event City determines that a parking study is needed within City's sole discretion, Owner shall at Owner's sole expense conduct a parking study by a registered transportation engineer to determine the advisability of providing the Full Parking Requirement within thirty (30) days of City's written request to do so.

C. City shall, within its sole discretion, determine based on the parking study if one was provided and upon any and all other relevant factors whether the Deferred Spaces shall be converted to operable parking spaces by Developer. In the event City determines that the Deferred Spaces shall be converted to operable parking spaces, Developer shall comply with the following:

i. Owner shall, within fifteen (15) days of City's written request to do so, submit a site plan application for the provision of seventy-four (74) of such required parking spaces within the grassed areas located on the Property shown on the attached Exhibit "B." Upon City's approval of a site plan for the parking spaces, Owner shall construct parking in conformity with City requirements. Owner shall delineate the parking spaces by use of wheel stops as required by Chapter 162 and shall install stop signs, directional, and identification signs as are reasonably necessary and approved by City to ensure safe and efficient ingress and egress to and from the parking area.

ii. Owner shall provide ~~one (1)~~ entrances into the parking area as shown on Exhibit "B," and such entrances shall be a continuation of the existing parking aisles and improved to meet all applicable LDR and City Code of Ordinances requirements and all requirements of all applicable regulatory and governmental agencies.

4. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties relating to this Agreement.

5. **Development Approvals.** This Agreement shall in no manner constitute a development approval regarding the Property. Developer must comply with all City Land Development Regulations regarding development of the Property. As part of any development approvals, Developer shall grant City such easements and appropriate approvals necessary to carry out the terms and intent of this Agreement.

6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Waiver; Modification.** The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit which is contained herein. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed.

8. **Default.** A default by either party under this Agreement shall entitle the other party to all remedies available at law, including, but not limited to, injunctive relief. City may, upon Owner's default, revoke the certificate of occupancy for the Property. Remedies provided to the parties by this Agreement, by law and by any instrument or document executed pursuant to this Agreement, are cumulative. No remedy shall be exclusive of any other remedies allowed to the parties by this Agreement, in equity, by law, or by any other source. A party's exercise of any particular remedy shall not preclude that party from exercising one or more additional or alternative remedies. Further, the terms of this Agreement may be enforced by practical measures including, but not limited to, municipal code enforcement procedures pursuant to F.S. Ch. 162.

9. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida and venue for any dispute arising out of this Agreement is the appropriate court in Lake County, Florida.

10. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted by facsimile, or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with an overnight delivery service from which a receipt must be obtained, and addressed as follows:

TO CITY: Karen Manila, City Manager
City of Fruitland Park
506 West Berkman
Fruitland Park, Florida 34731
Telephone: (352) 360-6727

With a copy to: Anita Geraci-Carver, Esquire
Law Office of Anita Geraci-Caver, P.A.
1560 Bloxam Ave.
Clermont, FL 34711
Telephone: (352) 243-2801

TO DEVELOPER: Birch Enterprises, LLC
P.O. Box 7878
Gainesville, Georgia 30504
Telephone: (615) 490-6713

11. **Attorney's Fees.** In the event of any dispute hereunder for any action to interpret or enforce this Agreement, any provision hereof or any matter arising ~~herefrom~~here from, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2025.

WITNESSES:

CITY OF FRUITLAND PARK, FLORIDA

Printed Name: _____
Address: _____

By: _____
Mayor Chris Cheshire

Printed Name: _____
Address: _____

ATTEST:

Gwen Johns, CMC
City Clerk

BIRCH ENTERPRISES, LLC

Printed Name: _____

By: _____
Printed Name: _____

Deferred Parking Agreement
Page 4

Address: _____
:

As its: _____

Printed Name: _____
Address: _____

EXHIBIT 'A'

DESCRIPTION:

THE WEST 466.70 FEET OF BLOCK 45 IN THE TOWN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 8, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALSO BEING DESCRIBED AS:

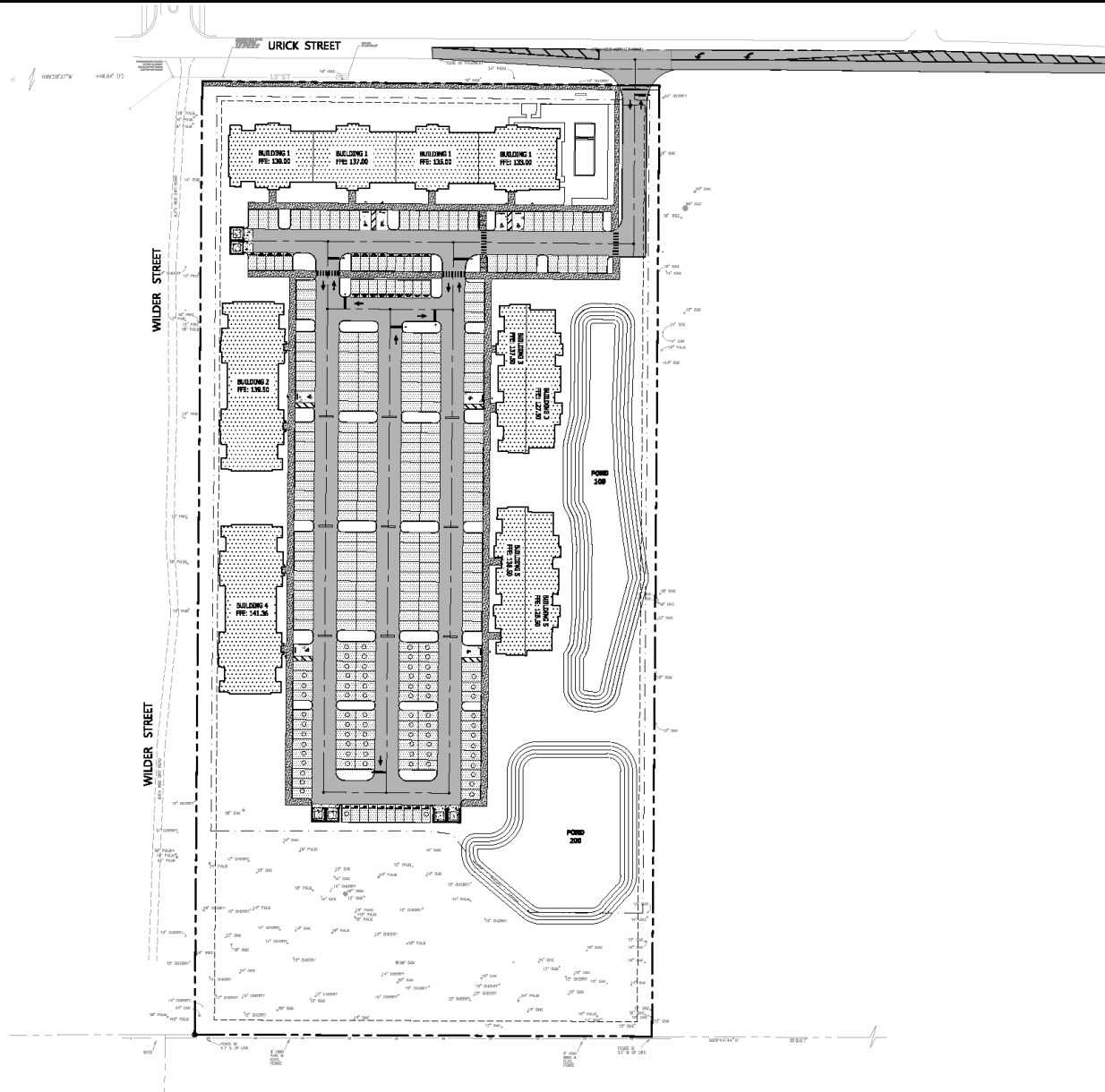
DESCRIPTION:

THE WEST 466.70 FEET OF BLOCK 45 IN THE TOWN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 8, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF BLOCK 45 AS PER THE PLAT OF THE TOWN OF FRUITLAND PARK, RECORDED IN PLAT BOOK 3, PAGE 8, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: THENCE N. $00^{\circ}27'25''$ E., ALONG THE WEST BOUNDARY OF SAID BLOCK 45, A DISTANCE OF 974.13 FEET TO THE N.W. CORNER OF SAID BLOCK 45 AND THE SOUTH RIGHT-OF-WAY LINE OF URICK STREET (BEING 50.00 FEET WIDE); THENCE S. $89^{\circ}28'05''$ E., A DISTANCE OF 466.70 FEET TO THE EAST LINE OF THE 466.70 FEET OF SAID BLOCK 45; THENCE S. $00^{\circ}27'25''$ W., DEPARTING FROM SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF THE WEST 466.70 FEET OF SAID BLOCK 45, A DISTANCE OF 971.87 FEET TO THE SOUTH LINE OF SAID BLOCK 45; THENCE N. $89^{\circ}44'44''$ W., ALONG THE SOUTH LINE OF SAID BLOCK 45, A DISTANCE OF 466.70 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 10.42 ACRES, MORE OR LESS.

P:\2024\20240807_2025 Fruitland Park Multifamily\2024-11-15_Drafting\20240807_2025 Fruitland Park Multifamily 2.dwg - 11/15/2024 jperrell



LEGEND	
EXISTING TREES TO REMAIN	See PLAN

LEGEND	
BUILDING	
CONCRETE PAVEMENT	
CONCRETE SIDEWALK	
HEAVY DUTY PAVEMENT	
LIGHT DUTY PAVEMENT	
PAVED DRIVE	
CONCRETE CURB	
DEFERRED PARKING STALLS	

PARKING CALCULATIONS PER FRUITLAND PARK LDC			
	UNIT	TOTAL	
MULTIFAMILY - (1 BED UNIT)	1.5 SPACES / UNIT	28	42
MULTIFAMILY - (2+ BED UNIT)	2.0 SPACES / UNIT	122	244
MULTIFAMILY - (VISITOR)	0.25 SPACES / TOTAL UNITS	150	37.5
TOTAL		300	

BICYCLE PARKING	0.1 Spaces / Required Parking Stalls	33
-----------------	--------------------------------------	----

DEFERRED PARKING PLAN			
	STANDARD	ADA	TOTAL
PREDICTED PARKING	280	0	280
STANDARD	23	0	23
COMPACT (PKU)	915	8	923
TOTAL			100.00%

PARKING SPACES / UNIT	2.15
-----------------------	------



10000 N. WILDER STREET, SUITE 100, FRUITLAND PARK, FL 33448
(888) 234-0000 | WWW.CATALYSTGROUP.COM
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URICK & WILDER ST.
FRUITLAND PARK MULTIFAMILY

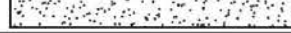
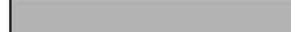
NO.	DATE	DESCRIPTION
1	11/15/2024	PARKING PLAN

PROJECT NUMBER: 20240807
DRAWN BY: JPERRELL

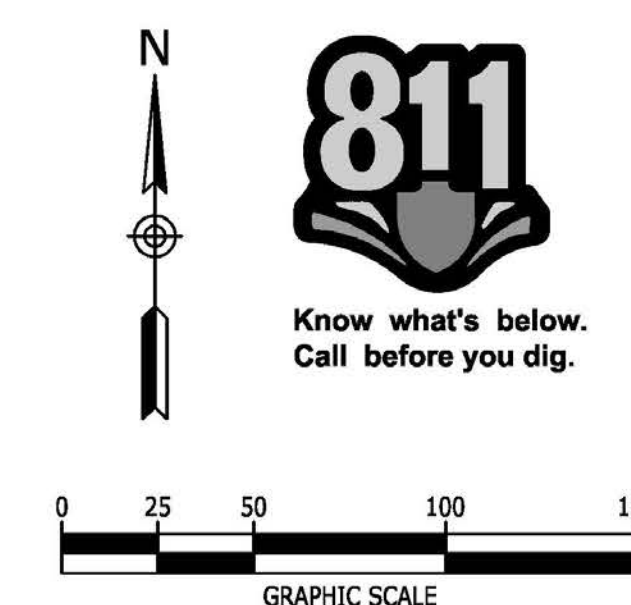
811
Know what's below.
Call before you dig.

PROJECT NUMBER: 20240807
DRAWN BY: JPERRELL

PARKING - 2

LEGEND	
BUILDING	
CONCRETE PAVEMENT	
CONCRETE SIDEWALK	
HEAVY DUTY PAVEMENT	
LIGHT DUTY PAVEMENT	
PAINTED STRIPE	
CONCRETE CURB	
CENTERLINE	

PARKING CALCULATIONS PER FRUITLAND PARK LDC				
			UNIT	TOTAL
MULTIFAMILY - (1 BED UNIT)	1.5 SPACES / UNIT		26	39
MULTIFAMILY - (2+ BED UNIT)	2.0 SPACES / UNIT		124	248
MULTIFAMILY - (VISITOR)	0.25 SPACES / TOTAL UNITS		150	37.5
TOTAL				325
DEFERRED PARKING PLAN				
REPLACE PARKING	STANDARD	ADA	TOTAL	%
STANDARD (9'X18')	211	8	219	87.60%
COMPACT (8'X16')	31	0	31	12.40%
TOTAL	242	8	250	100.00%
PARKING SPACES / UNIT	1.69			



Multifamily Housing (Low-Rise)

(220)

Peak Period Parking Demand vs: Dwelling Units

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban (no nearby rail transit)

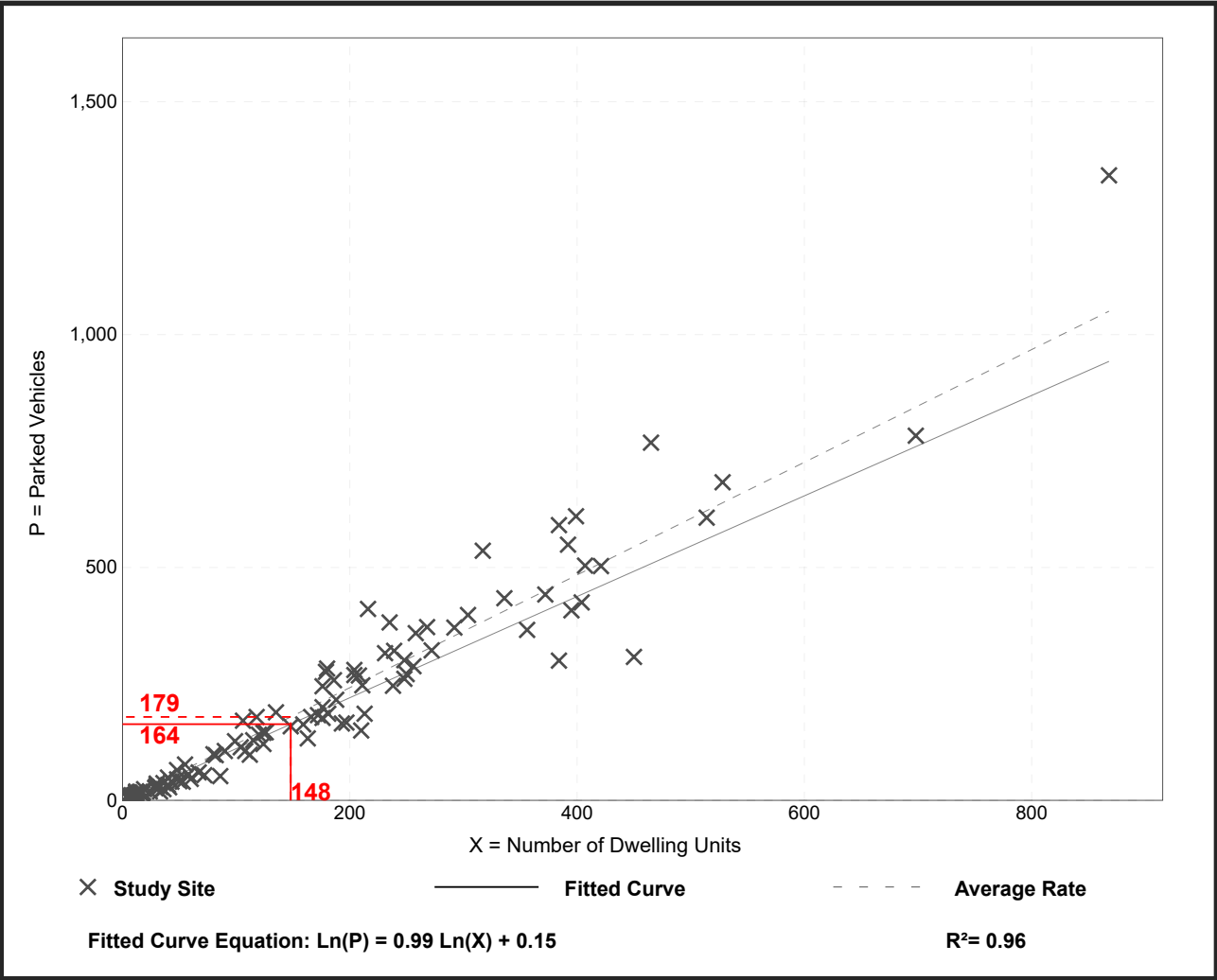
Number of Studies: 119

Avg. Num. of Dwelling Units: 156

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.21	0.58 - 2.50	1.03 / 1.52	1.16 - 1.26	0.27 (22%)

Data Plot and Equation

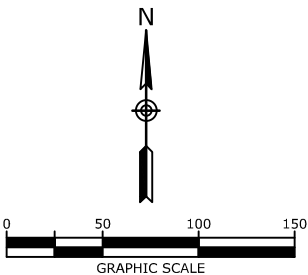


- | | |
|-------------------|---|
| BUILDING |  |
| CONCRETE SIDEWALK |  |
| CONCRETE PAVEMENT |  |
| ASPHALT PAVEMENT |  |
| PROPERTY LINE |  |
| BUILDING SETBACK |  |
| LANDSCAPE BUFFER |  |

REQUIRED PARKING	
1 BED: 1.5/UNIT	39
2+ BED: 2/UNIT	244
VISITOR: .25/UNIT	37
TOTAL REQUIRED	320

PROPOSED PARKING	
ADA	8
REGULAR PARKING	268
COMPACT PARKING	46
TOTAL	322

LAND USE	ITE CODE	INTENSITY	DAILY TRIP ENDS	AM PEAK PERIOD			PM PEAK PERIOD		
				IN	OUT	TOTAL	IN	OUT	TOTAL
				TRIPS	TRIPS		TRIPS	TRIPS	
PROPOSED									
Multifamily Housing (Mid-Rise)	221	150 DU	669	12	42	54	32	23	59
Total			669	12	42	54	32	23	59



CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
ITEM NUMBER: 5e

ITEM TITLE: RESOLUTION 2025-030 PROPORTIONATE SHARE
MITIGATION AGREEMENT Thursday, May 22, 2025

MEETING DATE:

DATE SUBMITTED: May 16, 2025

SUBMITTED BY: City Attorney

BRIEF NARRATIVE: PROPORTIONATE SHARE MITIGATION AGREEMENT

Catalyst Design Group as applicant on behalf of Birch Enterprises, LLC, Owner, filed an application for Major Site Plan Approval to allow for construction of a multi-family apartment complex with a clubhouse, associated parking and stormwater on real property located south on Urlick Street and east of Wilder Street, Fruitland Park, Florida (the "Project"). Projects are required to meet school concurrency, meaning there are sufficient student stations to accommodate the growth created by the project. Based on the current adopted level of service standards of the Concurrency Service Area in which the Project is located the School Board has determined the anticipated deficit created by the project is ten (10) high school student stations. Therefore, in order for approval of the Project, the applicant is required to mitigate the deficiency.

The Proportionate Share Mitigation Agreement provides for the developer of the Project to pay the cost to mitigate the capacity deficiency. The School District calculates the cost of mitigation as \$429,170.00.

FUNDS BUDGETED: N/A

ATTACHMENT

1. Resolution 2025-030 Proportionate Share Mitigation Agreement
2. Proportion Share Mitigation Agreement

RECOMMENDATION: If the Commission approves Resolution 2025-022 granting major site plan approval for of the Urlick/Wilder Multi-Family Project, then recommend the Commission move to Approve Resolution 2025-030

ACTION: Approve or Deny Resolution 2025-030

RESOLUTION 2025-030

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PROPORTIONATE SHARE MITIGATION AGREEMENT FOR THE PROJECT URICK AND WILDER ST. MULTIFAMILY RESIDENTIAL SCHOOL CONCURRENCY CASE #2024-29; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Catalyst Design Group as applicant on behalf of Birch Enterprises, LLC, Owner, filed an application for Major Site Plan Approval to allow for construction of a multi-family apartment complex with a clubhouse, associated parking and stormwater on real property located south on Urick Street and east of Wilder Street, Fruitland Park, Florida; and

WHEREAS, based on the current adopted level of service standards of the Concurrency Service Area in which the property is located the School Board has determined the anticipated deficit created by the project is ten high school student stations; and

WHEREAS, approval of a final site plan without requiring mitigation of the deficit will either create or worsen school overcrowding, therefore, the developer of the project has agreed to pay the School Board the cost to mitigate the capacity deficit which is \$429,170.00; and

WHEREAS, the City Commission finds that the Proportionate Share Mitigation Agreement satisfies school concurrency for purposes of approving a final site plan for the project.

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

Section 1. Proportionate Share Mitigation Agreement.

Approval of the Proportionate Share Mitigation Agreement, a copy of which is attached hereto, is **GRANTED**.

Section 2. Execution of Agreement.

The City Commission authorizes the Mayor to execute the Proportionate Share Mitigation Agreement

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

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

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

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 VACANT	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner VACANT	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

PROPORTIONATE SHARE MITIGATION AGREEMENT

Project Name: Urick and Wilder St. Multifamily Residential School Concurrency Case# 2024-29

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT is entered into by and between the School Board of Lake County, Florida, a political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (“**School Board**”), ECG Florida 2023 III, LP, a Florida Limited Partnership, whose mailing address is 1030 16th Avenue South, Suite 500, Nashville, TN 37212 (“**Contract Purchaser**”), the City of Fruitland Park, a Florida municipal corporation, whose address is 506 W. Berckman St. Fruitland Park, FL 34731 (“**Local Government**”), and Birch Enterprises, LLC, a Florida limited liability company (“**Property Owner**”). School Board, Contract Purchaser, Local Government and Property Owner may also be referred to herein each as a “**Party**”.

WHEREAS, the School Board, the municipalities located within Lake County, Florida, and the Board of County Commissioners of Lake County, Florida (“**County**”) entered into that certain First Amended Interlocal Agreement for School Facilities Planning and Siting recorded June 23, 2008 in Official Records Book 3644, Page 1, in the public records of Lake County, Florida (the “**Interlocal Agreement**”).

WHEREAS, pursuant to Section 5 of the Interlocal Agreement an application for a subdivision, site plan, or plat for residential dwelling units that will generate students in a Concurrency Service Area in which there is insufficient School Capacity to accommodate the anticipated students must enter into a Proportionate Share Mitigation Agreement to mitigate the school overcrowding attributable to the anticipated students, all as specified in the Interlocal Agreement.

WHEREAS, Property Owner is the fee simple owner of those certain tract(s) of land located in Fruitland Park, Florida, commonly identified by Alternate Key 1520690 and more particularly described on **Exhibit “A”** attached hereto and illustratively depicted on **Exhibit “B”** attached hereto (the “**Property**”).

WHEREAS, Property Owner and Contract Purchaser are parties to that Purchase and Sale Agreement dated October 23, 2023 (the “**PSA**”), a copy of which is attached hereto as **Exhibit “E”**, under which Contract Purchaser has agreed to purchase the Property from Property Owner, subject to the terms and conditions set forth in the PSA.

WHEREAS, Contract Purchaser has requested Local Government approval to allow development of one hundred and fifty (150) total multifamily dwelling units (the “**Total Units**”) on the Property (the “**Project**”), as depicted on the site plan attached hereto as **Exhibit “C”**.

WHEREAS, based on the current adopted Level of Service standards of the Concurrency Service Area in which the Property is currently located, School Board has determined existing school capacity is insufficient for the number of students anticipated to be generated by the Project.

WHEREAS, the School Board has determined the anticipated deficit created by the Project as of the date of School Board's capacity review is ten (10) high school students (the "**Capacity Deficit**").

WHEREAS, Local Government's approval of the final site plan or final plat without requiring mitigation of the Capacity Deficit will either create or worsen school overcrowding.

WHEREAS, the Contract Purchaser has agreed to enter into this Agreement to provide mitigation proportionate to the demand on Public School Facilities created by the actual development of the Project, and Property Owner has consented to the execution and recording of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, School Board, Contract Purchaser, Local Government, and Property Owner hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and fully incorporated herein.
2. **Definitions.** Any capitalized terms used but not defined herein shall have the same meaning as set forth in the Interlocal Agreement.
3. **Term.** The term of this Agreement shall commence on the date this Agreement is recorded in the Public Records of Lake County, Florida (the "**Effective Date**") and, unless earlier terminated in accordance herewith, shall end on the date that is two (2) years after the Effective Date (the "**Expiration Date**"). The term of this Agreement may be extended once for a period of six (6) months if (i) requested by Contract Purchaser by delivering a sworn affidavit to School Board, no later than thirty (30) days prior to the Expiration Date, that demonstrates Contract Purchaser good faith efforts to obtain all development approvals required to proceed with the Project, and (ii) School Board and Local Government agree to extend the term of this Agreement. Any extension of this Agreement shall be evidenced by an Amendment to this Agreement signed by Contract Purchaser, School Board, and Local Government and recorded, at Contract Purchaser's sole expense, in the public records of Lake County, Florida.
4. **Mitigation Payment.** Contract Purchaser shall pay to School Board the cost to mitigate the Capacity Deficit as follows:
 - a. **Amount.** The proportionate share mitigation payment is Four Hundred Twenty-Nine Thousand and One Hundred Seventy and 00/100 Dollars (\$429, 170.00 USD) (the "**Mitigation Payment**"). The Mitigation Payment is the product of the Capacity Deficit multiplied by the applicable Cost of Student Station (i.e. $10 \times \$42,917.00 = \$429,170.00$).
 - b. **Due Date.** The Mitigation Payment shall be made no more than 90 days after final development order is approved by Local Government for the Project (the "**Due Date**"). This provision shall survive the expiration of this Agreement.

In the event that the final development order approved by Local Government results in less than the proposed 150 residential multi-family dwelling units, then the estimated Proportionate Share Mitigation set forth above will be adjusted accordingly based on the final number of residential dwelling units (lots) approved for the Project by Local Government.

- c. **Delivery Instructions.** Contract Purchaser shall deliver the Mitigation Payment with the completed payment form, a copy of which is attached hereto as **Exhibit "D"**, to the School Board's Growth Planning Department at 220 North Central Avenue, Umatilla, FL 32784.

5. **Mitigation Payment Credit.** The Mitigation Payment shall be credited against the total educational impact fees due for the Project. Contract Purchaser shall remain obligated for payment of all remaining educational impact fees due after application of the Mitigation Payment credit in accordance with the Lake County Impact Fee Ordinance. Notwithstanding anything contained herein to the contrary, Contract Purchaser shall not be entitled to a credit for the Mitigation Payment unless and until such payment is actually made and delivered to the School Board. The School Board will notify all applicable local governments once the Mitigation Payment is received by the School Board.

6. **Termination.** This Agreement shall be terminated at the School Board's option if (a) Local Government does not issue final development approval for the Project prior to the Expiration Date of this Agreement, or (b) Contract Purchaser fails to fully pay the Mitigation Payment when due hereunder and such breach remains uncured for a period of thirty (30) days. With respect to clauses (a) and (b) of the preceding sentence (collectively, the "Termination Conditions"), prior to exercising the termination right set forth herein, the School Board shall provide written notice of its election to terminate this Agreement as a result of the failure of the foregoing Termination Conditions, and provide Contract Purchaser with the reasonable opportunity to cure the same for a period of not less than thirty (30) days, following which, and provided that the Termination Conditions remain unsatisfied, the School Board may terminate this Agreement upon written notice to Contract Purchaser. The parties shall mutually terminate this Agreement in the event that the PSA terminates for any reason prior to Contract Purchaser's closing and acquisition of the Property. Contract Purchaser shall promptly deliver written notice of any termination of the PSA to School Board and Local Government.

7. **Effect of Termination.** If this Agreement is terminated, then, except as otherwise provided for herein, Contract Purchaser, Property Owner and School Board shall have no further duties or obligations hereunder and Contract Purchaser shall (a) forfeit all administrative or application fees paid to School Board, (b) forfeit the current school concurrency reservation associated with the Project, (c) cease all construction activities associated with the Project, and (d) re-apply for any future school concurrency reservation associated with the Project.

8. **Acknowledgements.** Property Owner, Contract Purchaser, School Board, and Local Government each hereby acknowledge and agree that (a) this Agreement constitutes a legally binding commitment, pursuant to Section 163.3180, Florida Statutes, to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the Project, (b) this Agreement does not constitute, and shall not be construed as, a development permit, development agreement, development order, or any other instrument or governmental act permitting the development of the Property, and (c) development of the Property and the Project is and shall remain subject to all land development rules, regulations, and approvals of Local Government and all other governmental bodies, agencies, or authorities having jurisdiction over development of the Property or the Project.

9. **Assignability.** This Agreement shall run with the land and be binding on and shall inure to the benefit of Contract Purchaser, Property Owner, School Board, Local Government, and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, Contract Purchaser may assign its rights or obligations contained herein to a successor to the Property upon the execution of a written instrument memorializing the same, provided that the parties shall provide timely notice of any such assignment to the School Board. Any such assignment shall be evidenced by an instrument signed by Contract Purchaser, accepted by Contract Purchaser's assignee, and thereafter recorded, at Contract Purchaser's sole expense, in the public records of Lake County, Florida.

10. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given if delivered by hand, sent by United States registered or certified mail (return receipt requested), sent by recognized overnight courier, or sent by email addressed as follows:

If to School Board: School Board of Lake County
Attn: Superintendent of Schools
201 West Burleigh Blvd.
Tavares, FL 32778
Email contact – croneyh@lake.k12.fl.us

If to Local Government: City of Fruitland Park
Attn: City Manager
506 West Berckman Street
Fruitland Park, FL 34731

If to Contract Purchaser: ECG Florida 2023 III, LP
Attn: Reed Ellis
1030 16th Avenue South, Suite 500
Nashville, TN 37212

With copy to: Reno & Cavanaugh, PLLC
424 Church Street, Suite 2910
Nashville, Tennessee 37219
Attention: Dwayne Barrett
Email: dbarrett@renocavanaugh.com

And

Catalyst Design Group
Attn: Jake Pretzell
1085 West Morse Boulevard
Winter Park, FL 32789

If to Property Owner: Birch Enterprises, LLC
P.O. Box 7878
Gainesville, GA 30504

With copy to: Oldham & Delcamp PLLC
Attn: Gordon G. Oldham IV
4970 Park Blvd N.
Pinellas Park, FL 33781

Notices shall be deemed effective only if sent to each address listed for the intended recipient Party, or such other address as may be subsequently provided by that Party in writing. Notices personally delivered, sent by United States registered or certified mail, or sent by overnight courier shall be deemed given on the date of receipt. Notices sent by e-mail shall be deemed sent upon transmission if sent to the recipient Party's e-mail address shown above and the e-mail message is not returned to the sender as being undeliverable.

11. **Incorporation.** All exhibits attached hereto are fully incorporated herein and made a part hereof.

12. **Recording of this Agreement.** Contract Purchaser shall submit this Agreement to the Lake County Clerk of Court for recording, at Contract Purchaser's sole expense, in the public records of Lake County, Florida, within ten (10) days after full execution by all of Contract Purchaser, School Board, Local Government, and Property Owner. Failure to timely submit this Agreement for recording shall render it null and void.

13. **Recording Notice of Satisfaction or Termination.** Within thirty (30) days after receiving the final Mitigation Payment, School Board, at School Board's sole expense, shall record a notice of satisfaction, which references the recording information of this Agreement and acknowledges receipt of the Mitigation Payment, in the public records of Lake County, Florida.

14. **Property Owner Consent and Indemnification.** Property Owner joins in this Agreement and consents to its recording solely as an accommodation to Contract Purchaser. Property Owner shall have no responsibility to pay any sum or do any other thing under this Agreement. Contract Purchaser shall indemnify and hold harmless Property Owner against any and all costs, expenses, claims, damages, and liability of any kind arising from or related to this Agreement. Upon the occurrence of Contract Purchaser's closing and acquisition of the Property, Property Owner shall be automatically and irrevocably released from all obligations, liabilities, and rights under this Agreement. The remaining parties shall execute any necessary documentation to acknowledge such removal, and Property Owner shall have no further duties or entitlements arising under this Agreement from the effective date of such removal.

15. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between and among Property Owner, Contract Purchaser, School Board, and Local Government, and replaces all prior communications, understandings, representations, arrangements, and agreements, whether oral or written, between or among them, related to the terms and subject matter of this Agreement that were not otherwise reduced to writing and incorporated herein.

16. **Construction.** This Agreement shall be construed as if Property Owner, Contract Purchaser, School Board, and Local Government jointly prepared this Agreement, and any uncertainty or ambiguity shall not be construed against any one Party. Whenever applicable in this Agreement, the use of the singular shall include the plural and the use of the plural shall include the singular. The headings used in this Agreement are solely for convenience of reference and shall not control the meaning or interpretation of this Agreement.

17. **Modification; Waiver.** This Agreement may not be modified or amended, nor shall any provision of this Agreement be waived except in writing signed by Property Owner, Contract Purchaser, School Board, and Local Government or their respective agents acting under express written authority to do so. No oral agreement, statement, promise, undertaking, understanding, arrangement, act, or omission of any Party, occurring after the date hereof may be deemed an amendment or modification to this Agreement unless reduced to writing and signed by Property Owner, Contract Purchaser, School Board, and Local Government or their respective agents acting under express written authority to do so.

18. **Counterparts.** This Agreement may be executed in as many counterparts as may be required, each of which when so executed shall be deemed an original, but all of which when taken together shall constitute a single agreement. An electronic or facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

19. **Severability.** If for any reason any of the covenants, agreements, terms, or provisions contained herein shall be determined or declared to be invalid or unenforceable by a court of competent jurisdiction, then the validity and enforceability of the remaining covenants, agreements, terms, and provisions hereof shall be in no way affected, prejudiced, or disturbed by said determination or declaration and this Agreement shall be automatically conformed to the law and shall continue in full force and effect.

20. **Governing Law.** The laws of the State of Florida shall apply to and control any dispute concerning the interpretation, construction, performance, or enforcement of this Agreement. Property Owner, Contract Purchaser, School Board, and Local Government each hereby agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the courts serving Lake County, Florida and Property Owner, Contract Purchaser, School Board, and Local Government hereby waive any challenge to personal jurisdiction or venue in such courts.

21. **Prevailing Party Attorney's Fees.** If Property Owner, Contract Purchaser, School Board, or Local Government brings a legal action or proceeding arising out of or relating to this Agreement or because of an alleged dispute, breach, default, or misrepresentation hereof or for a declaration of the rights and obligations in connection with this Agreement, then the prevailing Party shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which the prevailing Party may otherwise be entitled.

22. **Change in Circumstances.** If, prior to the Due Date, the Total Units or any other part of the Project is altered or amended in a manner that increases the Capacity Deficit, then Contract Purchaser shall submit a separate application for such increase, which shall be subject to a separate review for school concurrency purposes.

23. **Time of the Essence.** Time is of the essence as to all due dates, deadlines, and time periods set forth herein.

24. **Authority.** Each person signing below represents and warrants they possess full authority to enter into this Agreement and to lawfully and effectively bind the entity they purport to represent.

Remainder of page left blank intentionally

IN WITNESS WHEREOF, Contract Purchaser, Property Owner, School Board, and Local Government have executed this Agreement as of the dates set forth below.

The School Board of Lake County, Florida

By: [Signature]
Board Chair

Date: 4/28/25

Approved as to form: [Signature]
School Board Attorney

Attest: [Signature]
Diane S. Kornegay, Superintendent

City of Fruitland Park, Florida

By: _____
Chris Cheshire, Mayor

Date: _____

Approved as to form: _____
City Attorney

Attest: _____
City Clerk

"Contract Purchaser"

Signed, sealed and delivered in the presence of: <u>[Signature]</u> Print Name: <u>Benjamin Sensing</u> <u>[Signature]</u> Print Name: <u>Mary Sue Baehus</u>	ECG Florida 2023 III, LP A Florida Limited Partnership By: ECG Florida 2023 GP III, LLC, a Tennessee limited liability company, its General Partner By: <u>[Signature]</u> C. Hunter Nelson, Managing Member This <u>4</u> day of <u>April</u> , 2025.
--	--

STATE OF Tennessee)
COUNTY OF Davidson)

Before me, Caroline Adkins, a Notary Public of said County and State, personally appeared C. Hunter Nelson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Managing Member of ECG Florida 2023 III GP, LLC, a Tennessee limited liability company, the General Partner of ECG Florida 2023 III, LP, the within named bargainer, a Florida limited partnership, and that he as such Managing Member executed the foregoing instrument for the purposes therein contained, by signing the name of ECG Florida 2023 III GP, LLC, in its capacity as General Partner of the limited partnership, and on its behalf, by himself as Managing Member of said General Partner.

Witness my hand and seal, at Office in aforesaid county and state this 4 day of April, 2025.

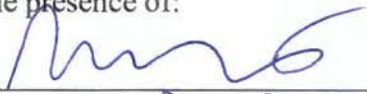
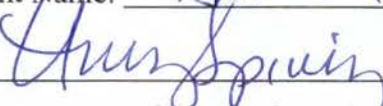
[Signature]

Notary Public

My Commission Expires: 9-5-28



"Property Owner"

Signed, sealed and delivered in the presence of: 	BIRCH ENTERPRISES, LLC A Florida Limited Liability Company
Print Name: <u>Don Tatro</u>	By: <u></u>
	Name: <u>David M. Lennon</u>
Print Name: <u>Amy Spivey</u>	Its: <u>V.P.</u>
	This <u>1st</u> day of <u>April</u> , 2025.

STATE OF FLORIDA
COUNTY OF lake

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 1st day of April, 2025, by David M. Lennon of **Birch Enterprises, LLC**, on behalf of such company. Said person (check one) ☒ is personally known to me or ☐ produced _____ as identification.

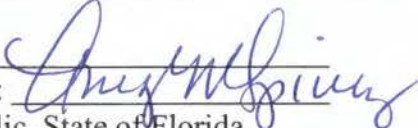

Print Name: Amy Spivey
Notary Public, State of Florida
Commission No.: HH 108368
My commission expires: June 30, 2025

Exhibit A – Legal Description

The West 466.70 feet of Block 45, TOWN OF FRUITLAND PARK, according to the plat thereof as recorded in Plat Book 3, Page 8, Public Records of Lake County, Florida.

Subject to easements, restrictions and reservations of record, if any, but this instrument shall not operate to reimpose the same.

Exhibit B – Location Map



Exhibit C – Site Plan/Subdivision Plan

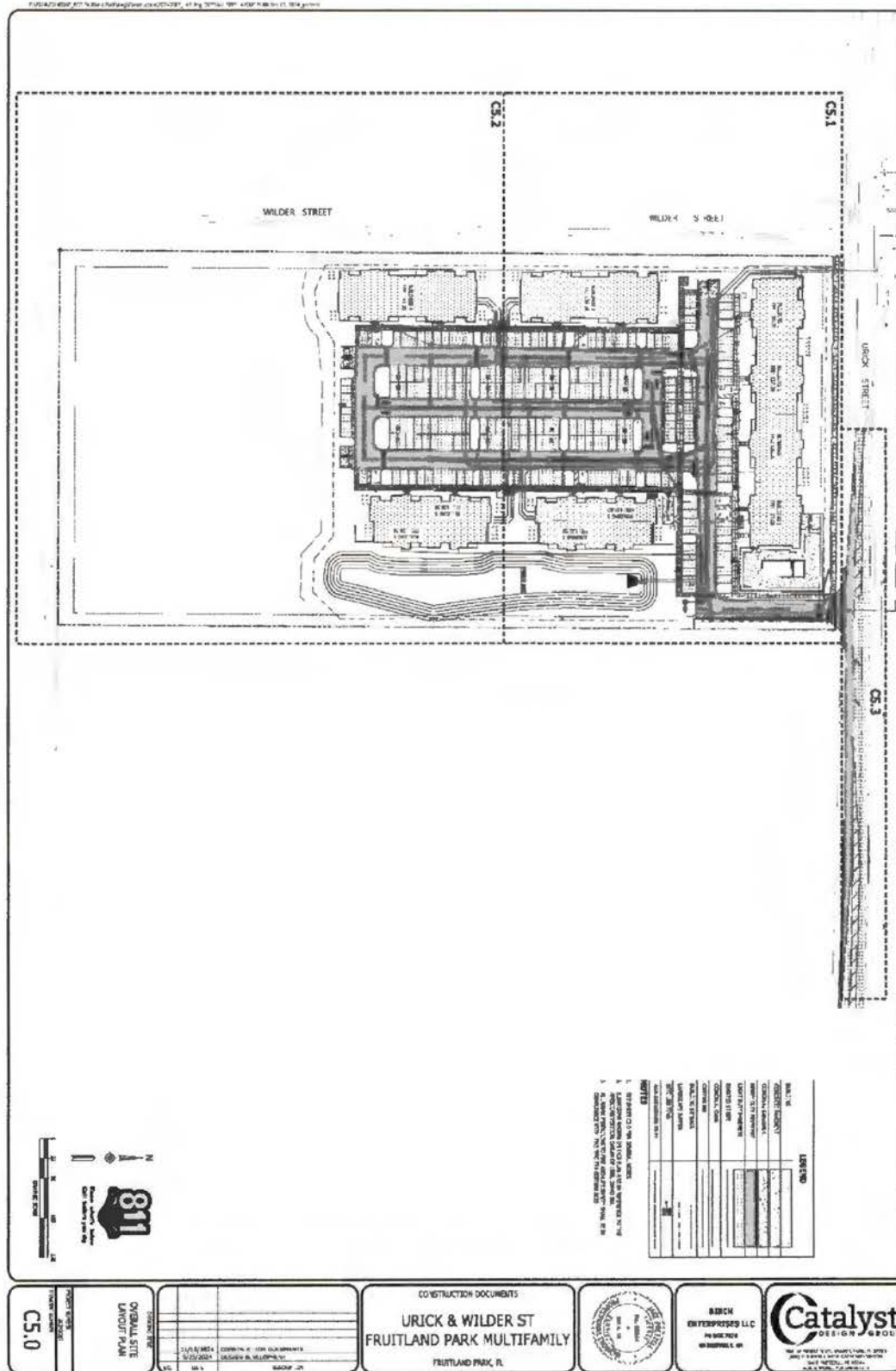


Exhibit D – Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2024-29
Project Title:	Urick and Wilder St Fruitland Park Multifamily
Local Jurisdiction:	City of Fruitland Park
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	1520690
Permit Type: (Plat, preliminary plat or final site plan, final subdivision plan, etc)	final site plan
Section 2	Applicant Information (to be completed by Applicant for each payment)
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	Residential Development Project Information
Plat/Site Plan Title: (as it appears on the document)	Urick and Wilder St Fruitland Park Multifamily
Total Units:	150
Unit Type: SF, MF, MH	Multi Family
Section 4	Payment Information
Payment Amount:	\$
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	\$



Instructions
Complete form and return with payment to: Lake County Schools Growth Planning Department 220 North Central Avenue Umatilla, FL 32784 For more information contact Heather Croney, Growth Planning Department at 352-253-6696 or by email at croneyh@lake.k12.fl.us

Exhibit E – PSA

[Attached]

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") made and entered into as of the Effective Date (as hereinafter defined), by and between **BIRCH ENTERPRISES, LLC**, a Florida limited liability company (the "Seller") and **ECG ACQUISITIONS, LLC**, a Tennessee limited liability company (the "Purchaser").

WHEREAS, Seller is the owner of approximately 10.43 acres of unimproved real property located in Lake County, Florida, at Urick St., Fruitland Park, FL 34731 and bearing Parcel ID No. **091924040004500002** (the "Property") as more particularly described on Exhibit "A":

AND WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property upon the terms, covenants and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, the payment of the Earnest Money hereinafter specified, and other good and valuable consideration, the parties hereto agree as follows:

1. **Sale of Property.** Seller hereby agrees to sell and convey, and Purchaser agrees to purchase, all of Seller's right, title and interest to the Property together with all improvements therein and thereon and all tenements, hereditaments, easements, appurtenances, rights, privileges and immunities belonging or related thereto.
2. **Purchase Price.** The purchase price payable for the Property is One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00) (the "Purchase Price"). The Purchase Price shall be paid by the Purchaser in all cash at the Closing described in Paragraph 4 below.
3. **Earnest Money.** Within five (5) business days of the Effective Date of this Agreement Purchaser shall deliver to Stearns Weaver Miller Weissler Alhadeff and Sitterson, P.A., whose offices are located at 150 West Flagler Street, Suite 2200, Miami, FL, 33130 (the "Escrow Agent"), in part payment of the Purchase Price, an earnest money deposit in the amount of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) (the "Earnest Money"). During the Inspection Period, as hereinafter defined, the entire amount of the Earnest Money shall be fully refundable to Purchaser upon Purchaser's exercise of its right to terminate this Agreement. From and after the expiration of the Inspection Period, provided Purchaser has not terminated this agreement, the Earnest Money shall be considered non-refundable except in the event that (i) Seller defaults under the terms of this Agreement, (ii) as provided in Section 13, or (iii) Seller does not cure a title defect prior to or at Closing, as provided in Section 7(b).
4. **Closing.** The closing of the purchase and the delivery of the title to and possession of the Property to Purchaser (the "Closing") shall occur in escrow through Escrow Agent on or before that date which is ninety (90) days following the expiration of the Inspection Period (the "Closing Date"). Purchaser may extend the Closing Date for two (2) successive periods of thirty (30) days each by delivering to Seller written notice of its

exercise of such extension prior to the then-scheduled Closing Date, and delivering to Escrow Agent an additional Twenty-Five Thousand Dollars (\$25,000.00) (the "Closing Extension Deposits") for each such extension. The Closing Extension Deposits shall be applied as a credit against the Purchase Price at Closing and shall be non-refundable to Purchaser except in the event of (i) default by Seller, (ii) as provided in Section 13, or (iii) Seller does not cure a title defect prior to or at Closing, as provided in Section 7(b).

5. **Inspection Period.**

(a) Inspection Period. Purchaser shall have until ninety (90) days after the Effective Date to conduct a due diligence investigation (the "Inspection Period"). Within ten (10) days of the Effective Date, Seller shall provide to Purchaser copies of all contracts, leases (if applicable), tax statements, engineering reports and studies, environmental reports, surveys, zoning approvals, utility letters, and other financial reports, and all other plans, reports or studies of any nature whatsoever regarding the Property which are in the custody of or control of the Seller. Except as provided in Paragraph 7, any due diligence materials delivered in connection herewith are provided without any representation or warranty by Seller as to the completeness or accuracy thereof. Notwithstanding anything in this Agreement to the contrary, if Purchaser determines, for any reason or no reason, in Purchaser's sole discretion, that the Property is not acceptable to Purchaser, Purchaser may terminate this Agreement upon written notice to Seller at any time prior to the expiration of the Inspection Period, in which event the Earnest Money shall be promptly refunded to Purchaser, subject to the provisions of Section 3, above. As additional consideration for the right to terminate granted herein, Purchaser agrees that, in the event Purchaser so terminates this Agreement, then, upon Seller's written request within ten (10) days after such termination, Purchaser shall promptly deliver to Seller, without representation or warranty of any kind, copies of all third-party created and non-proprietary studies, reports, surveys and due diligence materials obtained by Purchaser in connection with its examination and inspection of the Property (but not to include any internally generated reports, proformas, projections, construction plans or drawings, or other proprietary materials).

(b) Access. During the period occurring between the Effective Date and the Closing Date, Purchaser and its agents shall have the right to conduct investigations and studies upon the Property and to enter upon the Property upon reasonable notice and subject to the rights of tenants thereon (if applicable) for such purposes ("Purchaser Studies"); provided, however that if Purchaser desires to perform invasive testing of the Property, it shall first obtain the prior written approval of Seller, which approval shall not be unreasonably withheld. Purchaser agrees that all inspections and investigations of the Property by Purchaser shall be performed in compliance with all applicable laws. Purchaser shall indemnify and hold harmless Seller from and against all loss and expense paid or incurred by Seller if, and to the extent, the same result from or arise out of or in connection with Purchaser Studies, or any actions incident thereto, including any liens or other encumbrances filed against the Property in connection with any work performed as part of Purchaser's Studies. Purchaser shall restore any damage to the Property caused by Purchaser or its agents or contractors as soon as practicable thereafter. Notwithstanding

any contrary provisions contained in this Agreement, in no event shall Purchaser be liable for any diminution in value of the Property resulting from its discovery of any pre-existing condition or circumstances affecting the Property.

(c) Entitlements. Seller shall cooperate with all reasonable requests of Purchaser in connection with Purchaser's pursuit of all zoning and land use approvals and other entitlements from applicable governmental authorities in connection with Purchaser's proposed development on the Property, including without limitation the execution and recording of plats of subdivision.

6. Expenses.

(a) Prorations at Closing. All items of income and expense related to the Property shall be apportioned and prorated by Escrow Agent as between the Seller and the Purchaser to the date of Closing and assumed by Purchaser.

(b) Closing Costs.

(i) Seller shall pay the following costs and expenses in connection with the Closing: Seller's costs of document preparation and attorney's fees; all documentary stamp taxes due on the recording of the Deed; and all recording costs and transfer taxes charged by the office recording any releases to be recorded for any mortgages, deeds of trust, or other liens recorded against the Property;

(ii) Purchaser shall pay the following costs and expenses in connection with the Closing: title search and examination fees; Purchaser's costs associated with its due diligence of the Property, including the cost of the Survey; the premium costs payable for the owner's policy of title insurance in an amount equal to the Purchase Price from the Title Company; all recording costs charged by the office recording any mortgage or deed of trust securing Purchaser's financing, and any other documents to be recorded relating to the transfer of the property or Purchaser's financing, if any; and Purchaser's costs of document preparation and attorney's fees.

(c) Real Estate Taxes. Real estate taxes for the year of Closing shall be apportioned and prorated by Escrow Agent as between the Seller and the Purchaser to the date of Closing and payment thereof assumed by Purchaser. If the amount of the said property taxes is not yet known, they shall be apportioned based upon the assessment and rate for the previous year and when the actual real estate taxes for the year of Closing are actually known, then there shall be a readjustment and such obligation between the parties to re-prorate shall survive Closing. Seller shall be responsible for any rollback or other deferred taxes affecting the Property.

7. Title to be Conveyed.

(a) Title to the Property shall be conveyed by special warranty deed conveying good and marketable title, free of all interests, liens, and encumbrances, except (i) current real estate taxes which are a lien but not yet payable; and (ii) any Permitted Exceptions (as defined below).

(b) During the Inspection Period, Purchaser shall have the right to review (i) a title insurance commitment (the "Title Commitment") prepared by Escrow Agent as agent for Fidelity National Title Insurance Company (the "Title Company") covering the Property (together with legible copies of underlying exceptions documents) and (ii) an ALTA/NSPS land title survey of the Property (the "Survey"). The Survey shall be certified to Purchaser, Seller, the Title Company, and any other parties specified by Purchaser, and the legal description in the Deed shall be identical to the legal description of the Property shown on the Survey. No later than the expiration of the Inspection Period, Purchaser may notify Seller of any objections it has to the Title Commitment and the Survey. If Seller does not cure such objections, then Purchaser may, at its election, prior to Closing and within 30 days after the later of (i) receipt of Seller's notice to Purchaser of Seller's election not to cure said objections or (ii) Seller's failure to cure any objections which Seller has an obligation to cure pursuant to this Section 7(b), either terminate its obligations under this Agreement and the Earnest Money shall be returned to Purchaser or Purchaser may elect to proceed with the Closing subject to such matters. Buyer shall have until the sooner of (i) Closing, or (ii) the later of 30 days from receipt of Seller's notice of its election not to cure the objections (in the case of objections which Seller has no obligation to cure) or failure to cure the objections (in the case of objections Seller has an obligation to cure) to make this election, failure of which shall be deemed Purchaser's election to proceed to close subject to such matters. If this transaction proceeds to close, the conveyance of the Property shall be subject to all items shown on the Title Commitment and the Survey to which Purchaser does not object or which Purchaser is deemed to have waived hereunder (the "Permitted Exceptions"). Except for the Seller's obligation to release, discharge or otherwise remove any new title matters affecting the Property after the effective date of the Title Commitment, and except for the Seller's obligation to cause the satisfaction and release of any mortgages, deeds of trust, or similar liens affecting the Property, and except for Seller's obligation to cure such title objections as Seller has agreed to cure in Seller's response to Purchaser's title objection letter, Seller shall have no obligation to cure any title defect. If Seller elects not to cure any title defect that Seller is not otherwise obligated to cure pursuant to the preceding sentence, Purchaser's sole remedy shall be to either waive the defect and proceed to close or terminate this Agreement within the time limits set forth above and receive a refund of the Earnest Money, pursuant.

8. **Seller's Representations, Warranties and Covenants.** Seller hereby represents, to the best of Seller's knowledge, warrants and covenants to Purchaser as follows, which shall be true as of the date of this Agreement and as of the Closing Date and shall survive Closing for a period of one (1) year:

(a) **Authority of Seller.** Seller has the right and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof.

(b) **Environmental Matters.** Seller has received no notice from any governmental body or agency of any violation or alleged violation of any applicable law with respect to any hazardous materials on, under or adjacent to the Property.

(c) **Management Agreements, Leases, and Service Contracts.** There are no existing leases, real estate management agreements, maintenance agreements, security contracts, service contracts, or other agreements affecting the Property that will affect the

Property or be binding on Purchaser after the Closing that cannot be terminated without premium or penalty on thirty (30) days notice. No parties are in possession of the Property or have the right to possession thereof under any verbal or written agreement.

(d) Condemnation. There are no condemnation or eminent domain proceedings pending against the Property, and Seller has received no written notice and has no knowledge of any such proposed condemnation or eminent domain proceeding.

(e) Litigation. There is no litigation pending against or involving the Property or Seller, and Seller has received no written notice of any threat of such litigation.

(f) No Known Violations. Seller has received no notices of a violation relating to the Property of any law, rule, regulation, ordinance or other requirement from any governmental or regulatory authority. Seller has no knowledge of any uncured violations of federal, state or municipal laws, ordinances, orders, regulations or requirements affecting any portion of the Property. Seller shall give to Purchaser prompt notice of the institution of any such matter or proceeding prior to Closing, including, without limitation, any environmental or land use law, rule, ordinance or regulation applicable to the Property.

(g) Operation of the Property. Between the Effective Date and the Closing, Seller shall not, without the prior written consent of Purchaser, (i) enter into any leases or tenancies with respect to the Property, (ii) enter into any service or maintenance agreements that are not terminable without premium or penalty upon thirty (30) days written notice, (iii) modify or release any warranties or guaranties with respect to the Property, or (iv) grant any encumbrances on the Property or contract for any construction or service for the Property which may impose any mechanics or materialmen's liens on the Property.

9. **Delivery of Documents by Seller**. At or before the Closing, Seller shall, at Seller's expense, execute, acknowledge and deliver to Purchaser, or its designated nominee or assigns, the following:

(a) A special warranty deed (the "Deed") in recordable form conveying good, fee simple and marketable title to the Property to Purchaser, subject only to the Permitted Exceptions.

(b) An assignment of all warranties, permits, licenses and intangible personal property;

(c) a certificate given under penalty of perjury and on a form approved under temporary regulations promulgated under Section 1445 of the Internal Revenue Code of 1986, as amended, that Seller is not a foreign person;

(d) possession of the Property free of the rights and claims of others;

(e) such other documents and papers that may be necessary to the consummation of the transaction described in this Agreement or may be reasonably requested by Purchaser or Purchaser's counsel; and

(f) An owner's affidavit regarding liens and leases in form reasonably satisfactory to the Title Company sufficient to permit the Title Company to issue its standard ALTA extended coverage policy of title insurance without exception for (i) unpaid laborers' and materialmen's liens resulting from expenses; (ii) parties in possession; (iii) unrecorded easements; and (iv) any matters arising during the "gap" between the date of the Title Commitment and Closing.

10. **Delivery of Documents by Purchaser.** At or before the Closing, Purchaser shall, at Purchaser's expense, execute, acknowledge and deliver to Seller, the following:

(a) Any documents reasonably requested by the Title Company; and

(b) The Purchase Price.

(c) An executed affidavit that confirms Purchaser's status under §692.201 F.S. and that Purchaser in compliance with the requirements set out in §692.202-205 F.S.

11. **Default and Remedies.**

(a) In the event of Seller's default at Closing hereunder, if such default is not cured by Seller within two (2) business days following written notice of default from Purchaser to Seller, Purchaser may elect to (i) terminate this Agreement and receive a refund of the Earnest Money, together with Purchaser's out of pocket costs and expenses incurred in connection with this Agreement and the Property, or (ii) Purchaser may elect to seek specific performance. In either event, such election shall constitute Purchaser's sole remedy for Seller's default at Closing hereunder.

(b) In the event of Purchaser's default at Closing hereunder, if such default is not cured by Purchaser within two (2) business days following written notice of default from Seller to Purchaser, Seller shall retain the Earnest Money as Seller's sole remedy (the parties having agreed that it would be difficult to calculate Seller's actual damages and that the Earnest Money represents a reasonable estimate of liquidated damages and having waived the lack of mutuality of remedies).

12. **Commission.** Both parties represent to each other that no brokers have been involved in this transaction other than Dan Tatro of Grizzard Commercial Real Estate Group ("Seller's Broker"). Seller shall be responsible to pay any commission due to Seller's Broker on the sale of the Property. Each party agrees to indemnify the other from any other claims for commissions or similar fees for brokers or others claiming through such party. The provisions of this Section 12 shall survive the Closing.

13. **Casualty or Condemnation.** If, prior to the Closing Date, any material portion of the Property is destroyed or damaged by casualty or taken or appropriated by eminent domain or similar proceedings, then Purchaser shall have the option to terminate this Agreement by giving written notice thereof to Seller within ten (10) days of Seller's written notice to Purchaser of such condemnation and Purchaser shall receive a refund of the Earnest Money and thereafter the parties shall have no further liability to one another. If Purchaser does not elect to terminate the Agreement, or if an immaterial portion of the Property is taken or destroyed, Seller shall assign and turn over to Purchaser the right to the

condemnation award and/or insurance proceeds and the parties shall proceed to close without abatement of the Purchase Price

14. **Notice.** In the event that notices are required for any reason under the terms of this Agreement, Notice shall be either mailed by United States Postal Service, return receipt requested, forwarded by overnight nationally recognized courier service, sent by email or facsimile to the respective parties, at the addresses below (or at such other address as such parties shall advise the other parties in writing), postage prepaid, and shall be deemed received when delivered to a national overnight delivery service for delivery the following day, upon hand delivery or refusal to accept delivery and in the case of facsimile or email transmission, upon the sending of the facsimile or email properly addressed:

Notice to the Seller shall be addressed to:

Birch Enterprises, LLC

P.O. Box 7878

Gainesville, GA. 30504

Email: dlennon67@gmail.com

With a copy to:

Oldham & Delcamp PLLC

4970 Park Blvd N.

Pinellas Park, FL 33781

Attention: Gordon G. Oldham IV

Email: gordon@oldhamdelcamp.com

Notice to the Purchaser shall be addressed to:

ECG Acquisitions, LLC

1030 16th Ave South, Suite 500

Nashville, TN 37212

Attention: John Shepard

Email: jshepard@elmingtoncapital.com

With a copy to:

Reno & Cavanaugh, PLLC

424 Church Street, Suite 2910

Nashville, Tennessee 37219

Attention: Dwayne Barrett

Email: dbarrett@renocavanaugh.com

15. **Counterparts/Telecopy.** This Agreement may be executed in one or more counter- parts, all of which when taken together shall constitute a single instrument; provided however, that this Agreement shall not be effective until signed by both Seller and Purchaser. Facsimile or other electronic signatures shall be deemed originals.

16. **Time of Essence.** Seller and Purchaser agree that time is of the essence with regard to this

Agreement. All time periods shall be computed in calendar days, unless expressly stated otherwise. If any date set forth for the performance of any obligation hereunder or for delivery of any instrument or notice shall be on a Saturday, Sunday or legal holiday, the compliance with such obligation or delivery shall be deemed acceptable on the next business day following same. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Florida for observance thereof. As used herein, the term "business day" means any day other than a Saturday, Sunday or legal holiday.

17. **Assignment.** Seller shall not assign this Agreement. Purchaser may assign this Agreement without the consent or permission of Seller but shall not be released from liability hereunder.
18. **Attorneys' Fees.** Should either party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.
19. **Waiver of Jury Trial.** PURCHASER AND SELLER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF THIS AGREEMENT.
20. **Radon Gas Disclosure.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
21. **1031 Exchange.** Seller and Buyer hereby acknowledge that either party hereto may decide to effectuate an exchange of the Property pursuant to the Internal Revenue Code of 1986, as amended (the "Code"). Each party hereby agrees to reasonably cooperate with the other so as to effectuate a deferred exchange under the Code; provided, however, that such cooperating party will not be required, in connection with such exchange, to accept or be deemed to accept title to property for which the Property is to be exchanged, nor will such cooperating party be required to enter into contractual relationship with any party other than the other party hereto or its assignee hereunder in order to effectuate such exchange. Each party will cooperate with appropriate documentation with the other party's exchange intermediary, include but not limited to execution of assignment documents and certifications regarding the transfer; provided that such cooperating party will not be required to incur any additional obligations or liabilities in connection with or as a result of such documentation. Each party hereto hereby warrants and agrees to defend, hold harmless and indemnify the other party from any cost, liability or cause of action (other than the other party's own counsels' fees) arising in connection with such an exchange. The indemnity contained in this Section will Survive Closing of this Agreement.
22. **Escrow Agent.** The Escrow Agent shall be Stearns Weaver Miller Weissler Alhadeff and Sitterson, P.A. All amounts paid to Escrow Agent under this Agreement ("Earnest

Money”) shall be held in escrow upon the following terms and conditions:

- (a) The Earnest Money shall be held in Escrow Agent's IOTA Trust Account, and no interest shall accrue thereon in favor of Purchaser or Seller.
- (b) The parties hereto acknowledge that under the terms of the foregoing Section 5(a), Purchaser has the right to terminate this Agreement by written notice to Seller, delivered to Seller at any time prior to the expiration of the Inspection Period as defined therein, and to receive a refund of the Earnest Money upon such termination. The parties further acknowledge that under the terms of the foregoing Section 7(b), Purchaser has the right to terminate this Agreement (i) within 30 days of receipt of Seller's notice to Purchaser of Seller's election not to cure, by written notice to Seller and receive a refund of the Earnest Money in the event that Seller elects not to cure any title defect that Seller is not otherwise obligated to cure pursuant to Section 7(b), and (ii) within 30 days of Seller's failure to cure any title defect which Seller is obligated cure pursuant to Section 7(b). The parties further acknowledge that under the terms of the foregoing Section 13, Purchaser has the right to terminate this Agreement by written notice to Seller and receive a refund of the Earnest Money in the event that any material portion of the Property is destroyed or damaged by casualty or taken or appropriated by eminent domain or similar proceedings. If Purchaser provides to Escrow Agent evidence satisfactory to Escrow Agent that Purchaser has exercised a right of termination as set forth in the foregoing Sections 5(a), 7(b), or 13, then Escrow Agent shall be and is hereby authorized and directed to disburse the Earnest Money to Purchaser, without the need for any consent or joinder or other instructions from Seller.
- (c) In the event the Closing occurs, the Earnest Money shall be applied to the Purchase Price.
- (d) Purchaser and Seller agree that Escrow Agent shall not be liable to any party for any reason except due to Escrow Agent's gross negligence or willful or wanton misconduct.
- (e) Escrow Agent shall comply with any specific terms contained in this Agreement with respect to disbursement of escrow funds.
- (f) In the event of any dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hand held under the terms of the Purchase Agreement or this Agreement, together with such legal pleadings as it deems appropriate, and thereupon Escrow Agent shall be discharged from any further obligation under this Agreement.

23. **Effective Date.** The “Effective Date” of this Agreement shall be the date upon which this Agreement is signed by the last of either Purchaser or Seller.

[SIGNATURE PAGE FOLLOWS]

24. SELLER:

BIRCH ENTERPRISES, LLC,
a Florida limited liability company,

By: 

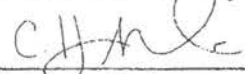
Name: David M. Lennon

Title: V.P.

Date: 10-23-23

PURCHASER:

ECG ACQUISITIONS, LLC,
a Tennessee limited liability company

By: 

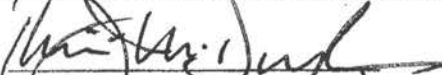
Name: C. Hunter Nelson

Title: Secretary

Date: 10/20/2023

25. ESCROW AGENT:

STEARNS WEAVER MILLER WEISSLER ALHADEFF AND SITTERSON, P.A.

By: 

Name: Brian J. McLaughlin

Its: Shareholder

**ASSIGNMENT AND ASSUMPTION OF
PURCHASE AND SALE AGREEMENT**

This Assignment and Assumption of Purchase and Sale Agreement (this "Agreement") is entered into effective as of the date of the last signature affixed hereto (the "Assignment Effective Date"), by and between **ECG ACQUISITIONS, LLC**, a Tennessee limited liability company, hereinafter referred to as "Assignor", and **ECG FLORIDA 2023 III, LP**, a Florida limited partnership, hereinafter referred to as "Assignee".

WHEREAS, Assignor is a party to that certain Purchase and Sale Agreement, executed by Assignor as "Purchaser" and **BIRCH ENTERPRISES, LLC**, a Florida limited liability company, as "Seller", dated effective October 23, 2023, (the "Contract"), under which Seller agreed to sell and Purchaser agreed to purchase 10.43 acres of unimproved real property located in Lake County, Florida, at Urick St., Fruitland Park, FL 34731 and bearing Parcel ID No. **091924040004500002** (the "Property"); and

WHEREAS, Assignor desires to assign its interest in the Contract to Assignee, with Assignee assuming the rights to purchase the Property; and

WHEREAS, Assignee desires to assume all of Assignor's right, title, obligations and interest in, under, and to the Contract as "Purchaser"; and

WHEREAS, pursuant to Section 17 of the Contract, Assignor has the right to assign to Assignee all of Assignor's right, title, obligations and interest in, under, and to the Contract as "Purchaser" without the consent or permission of Seller.

NOW THEREFORE, in consideration of the premises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment and Assumption of Contract.** Assignor does hereby assign, transfer and convey unto Assignee, and Assignee's successors and assigns, all of Assignor's rights, title, duties, obligations, and interests in, under, and to the Contract. Assignee hereby accepts the assignment of the Contract, and does hereby assume and undertake to abide by the Contract and all liabilities and obligations of Purchaser thereunder, including any indemnities, according to the terms and conditions thereof.
2. **Assignee Indemnification.** Assignee further agrees to hold Assignor harmless and to fully indemnify Assignor from and against any and all liability under the Contract as "Purchaser", and any and all claims, suits, payments, settlements, awards, damages, judgments, losses, expenses, court costs and attorneys' fees incurred by or assessed against Assignor in connection with the Contract.
3. **Assignor to Remain Fully Liable.** Notwithstanding anything to the contrary contained herein, Assignor shall remain fully liable for all obligations of "Purchaser" under the Contract.

4. Except as specifically set forth in this Agreement the Contract remains unchanged and in full force and effect. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Contract. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument; provided however, that this Agreement shall not be effective until signed by both Assignor and Assignee. Facsimile or other electronic signatures shall be deemed originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Assignment Effective Date.

ASSIGNOR:

ECG ACQUISITIONS, LLC,
a Tennessee limited liability company

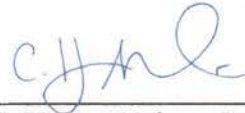
By: 
C. Hunter Nelson, Secretary

Date: 12/16/2023

ASSIGNEE:

ECG FLORIDA 2023 III, LP, a Florida limited partnership

By: ECG Florida 2023 III GP, LLC,
a Tennessee limited liability company

By: 
C. Hunter Nelson, Managing Member

Date: 12/16/2023

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This **FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this "**Amendment**") is entered into as of the Amendment Effective Date (as hereinafter defined), by and among **BIRCH ENTERPRISES, LLC**, a Florida limited liability company (the "**Seller**") and **ECG ACQUISITIONS, LLC**, a Tennessee limited liability company ("**Purchaser**").

RECITALS

WHEREAS, Seller and Purchaser previously entered into that certain Purchase and Sale Agreement, dated as of October 23, 2023 (the "**Agreement**"), regarding unimproved real property consisting of approximately 10.43 acres and located in Lake County, Florida, at Urick St., Fruitland Park, FL 34731 and bearing Parcel ID No. **091924040004500002** (the "**Property**"), as more particularly described in the Agreement.

WHEREAS, Seller and Purchaser desire to amend the Agreement subject to the terms and conditions described below.

WHEREAS, All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller and Purchaser agree as follows:

AGREEMENTS

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Closing.** Section 4 of the Agreement is hereby deleted in its entirety and replaced as follows:

"4. **Closing.** The closing of the purchase and delivery of the title to and possession of the Property to Purchaser (the "**Closing**") shall occur in escrow through Escrow Agent on or before the date which is ninety (90) days following the expiration of the Inspection Period (the "**Closing Date**"). Purchaser may extend the Closing Date for eleven (11) successive periods of thirty (30) days each by delivering to Seller written notice of its exercise of such extension prior to the then-scheduled Closing Date and delivering to the Seller an additional Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "**Closing Extension Deposits**") for each such extension. Purchaser and Seller agree that the first seven (7) Closing Extension Deposits shall be applied as a credit against the Purchase Price at Closing and shall be non-refundable to Purchaser except in the event of (i) default by Seller, (ii) as provided in Section 13. Purchaser and Seller agree that the remaining four (4) Closing Extension Deposits following the seventh Closing Extension Deposit shall not be applied as a credit to the Purchase Price at Closing and shall be non-refundable to Purchaser except in the event of (i) default by Seller, (ii) as provided in Section 13

3. **Purchaser's Delivery of Documents.** Within seven (7) days of receipt, Purchaser at its expense shall deliver or cause to be delivered to Seller any reports, studies, surveys, concept plans, site plans or building plans of the Property.

4. **No Further Modification.** Except as modified by this Amendment, the Agreement is not otherwise amended, and the Agreement is hereby ratified and remains in full force and effect as amended by this Amendment. The terms and provisions of the Agreement as amended by this Amendment remain in full force and effect and are hereby ratified and confirmed.

5. **Counterparts.** This Amendment may be executed in multiple counterparts, and all such counterparts together shall be construed as one document.

6. **Telecopied/Electronic Mail Signatures.** A counterpart of this Amendment signed by one party to this Amendment and telecopied or sent by electronic mail to another party to this Amendment or its counsel (i) shall have the same effect as an original signed counterpart of this Amendment, and (ii) shall be conclusive proof, admissible in judicial proceedings, of such party's execution of this Amendment.

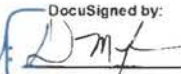
7. **Amendment Effective Date.** The "Amendment Effective Date" of this Amendment shall be the date upon which this Amendment is signed by the last of either the Purchaser or Seller.

[Remainder of page intentionally left blank; signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

SELLER:

BIRCH ENTERPRISES, LLC,
a Florida limited liability company

By: 
Name: David M. Lennon
Title: Vice President
Date: 3/28/2024

PURCHASER:

ECG ACQUISITIONS, LLC,
a Tennessee limited liability company

By: 
Name: C. Hunter Nelson
Title: Secretary
Date: 4/1/2024

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This **SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this "**Amendment**") is entered into as of the Amendment Effective Date (as hereinafter defined), by and among **BIRCH ENTERPRISES, LLC**, a Florida limited liability company (the "**Seller**") and **ECG ACQUISITIONS, LLC**, a Tennessee limited liability company ("**Purchaser**").

RECITALS

WHEREAS, Seller and Purchaser previously entered into that certain Purchase and Sale Agreement, dated as of October 23, 2023, as amended by that certain First Amendment to Purchase and Sale Agreement, dated as of April 1, 2024 (the "**Agreement**"), regarding unimproved real property consisting of approximately 10.43 acres and located in Lake County, Florida, at Urick St., Fruitland Park, FL 34731 and bearing Parcel ID No. **091924040004500002** (the "**Property**"), as more particularly described in the Agreement.

WHEREAS, Seller and Purchaser desire to amend the Agreement subject to the terms and conditions described below.

WHEREAS, All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Seller and Purchaser agree as follows:

AGREEMENTS

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Additional Closing Extensions.** Purchaser may extend the Closing Date for four (4) additional, successive periods of thirty (30) days each (the "**Additional Closing Extensions**") by delivering to Seller written notice of its exercise of such extension prior to the then-scheduled Closing Date and delivering to the Seller an additional Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "**Additional Closing Extension Deposits**") for each such extension. Purchaser and Seller agree that the Additional Closing Extensions shall be in addition to Purchaser's two (2) remaining thirty (30)-day extensions of the Closing Date under the Agreement. Purchaser and Seller agree that the first two (2) Additional Closing Extension Deposits shall be applied as a credit against the Purchase Price at Closing and the remaining two (2) Additional Closing Extension Deposits shall not be applied as a credit against the Purchase Price at Closing, as outlined in the chart attached hereto as **Schedule 1** and made a part hereof. All Additional Closing Extension Deposits shall be non-refundable to Purchaser except in the event of (i) default by Seller or (ii) as provided in Section 13.

3. **No Further Modification.** Except as modified by this Amendment, the Agreement is not otherwise amended, and the Agreement is hereby ratified and remains in full force and effect as amended by this Amendment. The terms and provisions of the Agreement as amended by this Amendment remain in full force and effect and are hereby ratified and confirmed.

4. **Counterparts.** This Amendment may be executed in multiple counterparts, and all such counterparts together shall be construed as one document.

5. **Telecopied/Electronic Mail Signatures**. A counterpart of this Amendment signed by one party to this Amendment and telecopied or sent by electronic mail to another party to this Amendment or its counsel (i) shall have the same effect as an original signed counterpart of this Amendment, and (ii) shall be conclusive proof, admissible in judicial proceedings, of such party's execution of this Amendment.

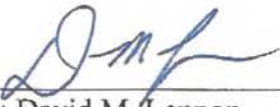
6. **Amendment Effective Date**. The "Amendment Effective Date" of this Amendment shall be the date upon which this Amendment is signed by the last of either the Purchaser or Seller.

[Remainder of page intentionally left blank; signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

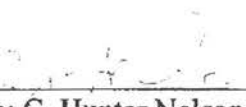
SELLER:

BIRCH ENTERPRISES, LLC,
a Florida limited liability company

By: 
Name: David M. Lennon
Title: Vice President
Date: 1/6/25

PURCHASER:

ECG ACQUISITIONS, LLC,
a Tennessee limited liability company

By: 
Name: C. Hunter Nelson
Title: Secretary
Date: 1/6/2025

Schedule 1

Extension Deposit	Applicability to the Purchase Price at Closing
First (1 st) Closing Extension Deposit	Applicable to the Purchase Price at Closing
Second (2 nd) Closing Extension Deposit	Applicable to the Purchase Price at Closing
Third (3 rd) Closing Extension Deposit	Applicable to the Purchase Price at Closing
Fourth (4 th) Closing Extension Deposit	Applicable to the Purchase Price at Closing
Fifth (5 th) Closing Extension Deposit	Applicable to the Purchase Price at Closing
Sixth (6 th) Closing Extension Deposit	Applicable to the Purchase Price at Closing
Seventh (7 th) Closing Extension Deposit	Applicable to the Purchase Price at Closing
Eighth (8 th) Closing Extension Deposit	Inapplicable to the Purchase Price at Closing
Ninth (9 th) Closing Extension Deposit	Inapplicable to the Purchase Price at Closing
Tenth (10 th) Closing Extension Deposit	Inapplicable to the Purchase Price at Closing
Eleventh (11 th) Closing Extension Deposit	Inapplicable to the Purchase Price at Closing
First (1 st) Additional Closing Extension Deposit	Applicable to the Purchase Price at Closing
Second (2 nd) Additional Closing Extension Deposit	Applicable to the Purchase Price at Closing
Third (3 rd) Additional Closing Extension Deposit	Inapplicable to the Purchase Price at Closing
Fourth (4 th) Additional Closing Extension Deposit	Inapplicable to the Purchase Price at Closing

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5f

ITEM TITLE: Resolution 2025-022– Major Site Plan for approximately 10.42 ± acres generally located south of Urick Street and east of Wilder Street. Petitioner: Catalyst Design Group on behalf of the owner, Birch Enterprises, LLC.

MEETING DATE: June 12, 2025

DATE SUBMITTED: May 28, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development Director

BRIEF NARRATIVE: Applicant is seeking approval of a major site plan to construct a multi-family apartment complex consisting of 150 units within 5 buildings (2 and 3 story); 28 - 1 Bedroom, 76 -2 Bedroom and 46 – 3 Bedroom apartments. Also, a total of 324 parking spaces is required; however, a parking deferral agreement is requested to approve 250 [211 standard parking spaces, 31 compact and 8 ADA compliant parking spaces (74 less spaces overall)] parking spaces. The city’s code does not allow for a **deferred parking plan** Chapter 162, Section 162.040(d)(1) and provides for an agreement between the parties that contemplates additional parking being constructed, if needed. Additionally, it appears from the applicant’s landscape plan [L1.1], a total of 21 specimen trees and 3 historic trees are planned for removal. In accordance with Chapter 164, Section 164.090(f), **historical or specimen trees shall not be removed without City Commission’s findings/approval**. Thus, City Commission should formally consider this issue as well for approval consideration. **A utility easement will also be included for approval to grant the city access for maintenance/repair of the utility system**.

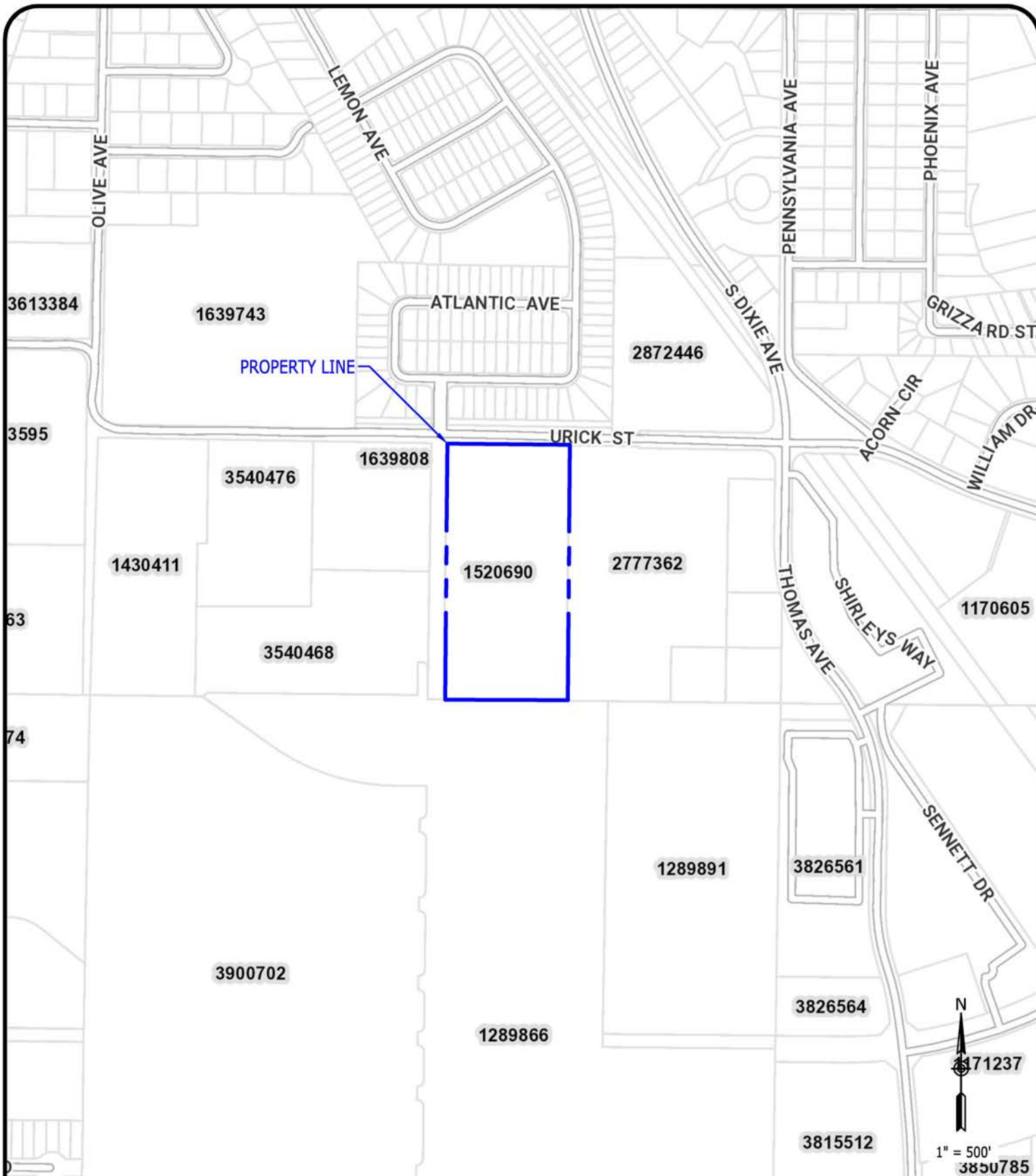
FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2025-022, location map, staff comments, advertising affidavit

RECOMMENDATION: Recommended to consider approval of Resolution 2025-022. During the P&Z Board meeting held May 15th, 2025, members voted 3-(yeas) to 1-(nay) for approval consideration by City Commission.

ACTION:

Drawing Path: P:\2024\20240179_UHS MARTINTOWN RD FED\DWG\EXHIBITS\2024-08-28_SITE LOCATION EXHIBIT.DWG



1085 WEST MORSE BLVD., WINTER PARK, FL 32789
(689) 219-8900 | WWW.CATALYST-DG.COM

PROJECT:

URICK & WILDER ST
FRUITLAND PARK MF
FRUITLAND PARK, FL

TITLE:

LOCATION MAP

PROJ #

20240087

DWG. NO.

DATE:

09/30/2024

FIG. 1

RESOLUTION 2025-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW CONSTRUCTION OF MULTI-FAMILY APARTMENTS BUILDINGS AND A CLUBHOUSE INCLUSIVE OF ASSOCIATED PARKING AND STORMWATER; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITY MANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Catalyst Design Group as applicant on behalf of Birch Enterprises, LLC, Owner, filed an application for Major Site Plan Approval to allow for construction of a multi-family apartment complex with a clubhouse, associated parking and stormwater on real property located south on Urick Street and east of Wilder Street, Fruitland Park, Florida (the "Property"); and

WHEREAS, the Planning and Zoning Board of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations; and

WHEREAS, the City Commission of the City of Fruitland Park has considered the application in accordance with the Land Development Regulations for Major Site Plan Approval in Chapter 160 of the Land Development Regulations, subject to conditions;

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

Section 1. Granting of Major Site Plan Approval.

The application filed by Catalyst Design Group (hereafter referred to as "Applicant"), to allow for construction of approximately 180,028 square ft. multi-family apartment buildings, 5,360 square ft. clubhouse, associated parking, and stormwater on real property located south on Urick Street, east of Wilder Street, Fruitland Park, Florida is hereby GRANTED, with conditions, for the following described properties:

Alt. Key Number: 1520690

09-19-24-0400-045-00002

(The Property)

LEGAL DESCRIPTION: See attached Exhibit A.

Section 2. Conditions of Approval.

- (1) The Applicant shall resolve, to the satisfaction of the City Manager or designee, the following matters:
 - (a) Prior to the issuance of a building permit, execute and deliver a utility easement in favor of the City of Fruitland Park in the form provided by the City. The Owner must provide a sketch of description for the utility easement for review and approval of the city engineer.
 - (b) Prior to the issuance of a building permit, execute and deliver a vehicle parking deferral agreement pursuant to s. 162.040(d)(1), LDC.
 - (c) Seek City Commission consideration for removal of specimen and historic trees pursuant to s. 164.090(f), LDC.
 - (d) Prior to the issuance of a building permit, comply with all reasonable requirements of Lake County relating to improvements to and dedication of right of way re: Urlick Street and Wilder Street.
- (2) Site plan approval shall terminate and become null and void automatically without notice if construction has not commenced within twelve (12) months from the date of this conditioned approval.
- (3) The Site Plan is attached hereto and incorporated herein.
- (4) The City Manager is authorized to issue and record a Notice of Site Plan Approval in the public records of Lake County, Florida, **once conditions have been met.**

Section 3. Effective Date.

This resolution shall become effective immediately upon its passage.

PASSED and ADOPTED at a regular meeting of the City Commission of the City of Fruitland Park, Lake County, Florida this _____ day of _____, 2025.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

GWEN JOHNS, CITY CLERK

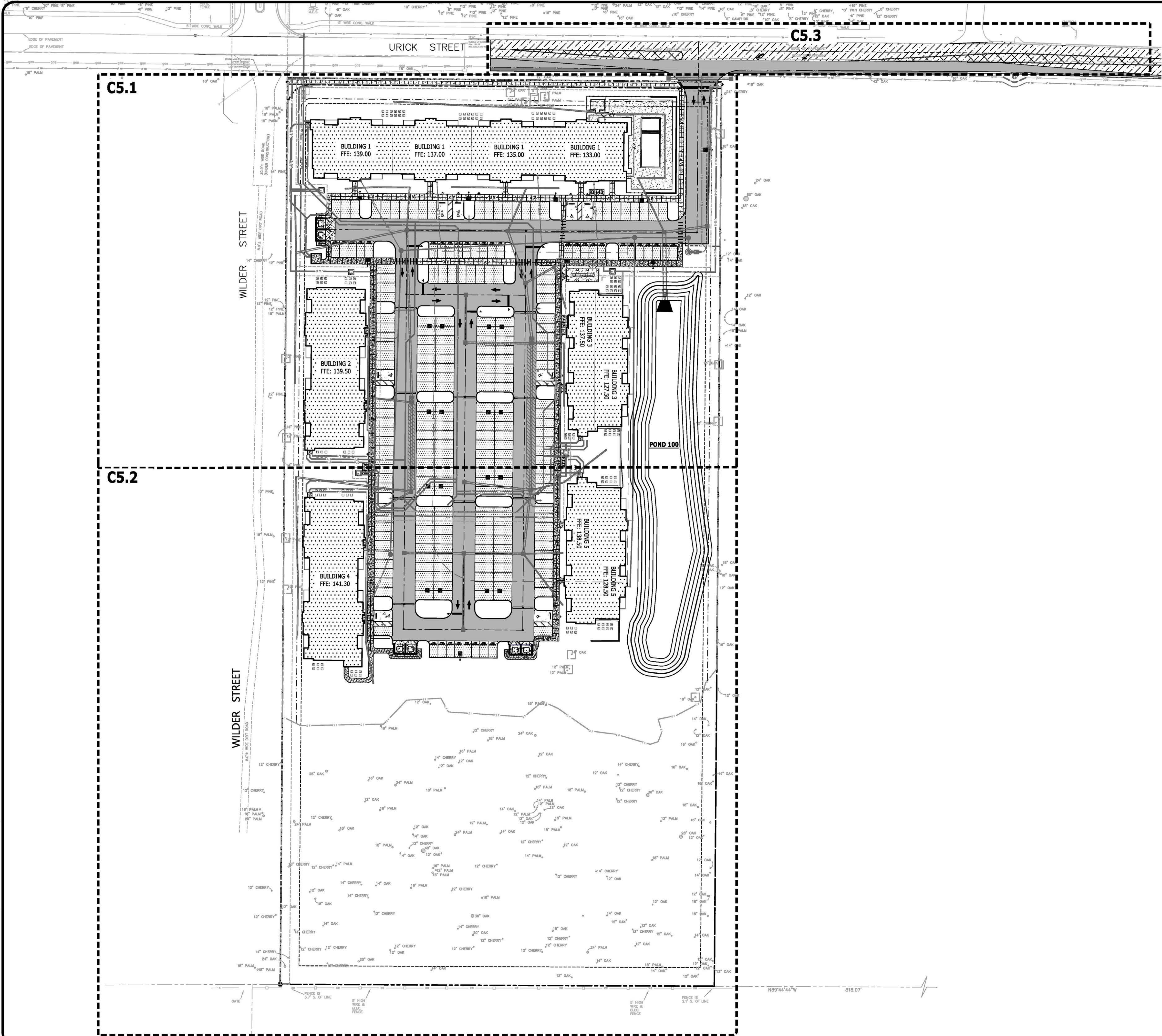
Mayor Cheshire	____ (Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor DeGrave	____ (Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Cosenza	____ (Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner VACANT	____ (Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner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

Anita Geraci-Carver, City Attorney

EXHIBIT A

The West 466.70 feet of Block 45, TOWN OF FRUITLAND PARK, according to the plat thereof as recorded in Plat Book 3, Page 8, Public Records of Lake County, Florida.

P:\2024\20240087_ECG Fruitland Park\dwg\Construction\20240087_LAY.dwg-OVERALL SITE LAYOUT PLAN Year 14, 2025 jpretzell



LEGEND	
BUILDING	
CONCRETE PAVEMENT	
CONCRETE SIDEWALK	
HEAVY DUTY PAVEMENT	
LIGHT DUTY PAVEMENT	
MILL OVERLAY	
PAINTED STRIPE	
CONCRETE CURB	
CENTERLINE	
BUILDING SETBACK	
LANDSCAPE BUFFER	
SITE LIGHTING	
ADA ASSESSABLE PATH	

- NOTES**
- SEE SHEET C2.0 FOR SITE NOTES.
 - ALL WORK PERTAINING TO FIRE AND LIFE SAFETY SHALL BE IN COMPLIANCE WITH THE FPPC 7TH EDITION 2020

N

0

25

50

100

150

GRAPHIC SCALE

1085 W. MOSE BLVD, WINTER PARK, FL 32789
(888) 219-8800 | WWW.CATALYST-DC.COM
JAKE PRETZELL, PE 95544
SUNIS WONG, PLA 14667315

BIRCH ENTERPRISES LLC
PO BOX 7878
GAINESVILLE, GA

CONSTRUCTION DOCUMENTS

URICK FLATS

FRUITLAND PARK, FL

NO.	DATE	DESCRIPTION
03/14/2025	TRC RESUBMITTAL	
12/20/2024	ISSUE FOR PERMIT	
9/27/2024	DESIGN DEVELOPMENT	

DRAWING TITLE

OVERALL SITE LAYOUT PLAN

PROJECT NUMBER

20240087

DRAWING NUMBER

C5.0

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

SITE PLAN

Owner: Birch Enterprises, LLC

Engineer: Catalyst Design Group

General Location: South of Urick Street and east of Wilder Street

Number of Acres: 10.42 ± acres

Existing Zoning: R-15

Existing Land Use: Multi-Family High Density

Date: December 5, 2024

Description of Project

The applicant is requesting approval of the site plan for a multi-family development consisting of 150 units within 5 buildings (2 and 3 story buildings) and a clubhouse with pool, fitness center and grill stations. Units range from 686 SF to 1,142 SF (26 - 1 bedroom, 74 - 2 bedroom and 50 - 3 bedroom). Proposed open space is 61.73% (6.43 acres) which exceeds the minimum 25% (2.61 acres) requirement. Open space appears to include the stormwater pond; however, the majority of the open space is located within the southern portion of the site. The applicant is requesting a vehicle parking deferral from 325 spaces to 250 spaces or 1.67 spaces per unit.

	Surrounding Zoning	Surrounding Land Use
North	PUD	SF Medium Density
South	PUD	Mixed Community
East	R-15	MF High Density
West	PUD	Mixed Community

Assessment

Prior to construction, an updated environmental assessment will need to be provided, along with the appropriate regulatory permit for any proposed relocation of gopher tortoises.

Recommendation

The applicant has addressed all outstanding planning comments and recommends approval subject to city engineering approval.

The Villages® DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01250831** in the matter of

NOTICE OF PUBLIC HEARING

was published in said newspaper in the issues of

MAY 9, 2025

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.



(Signature Of Affiant)

Sworn to and subscribed before me this 9

day of May, 2025.

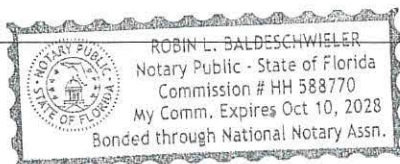


Robin L. Baldeschwieler, Notary

Personally Known X or

Production Identification _____

Type of Identification Produced _____



NOTICE OF PUBLIC HEARING RESOLUTION 2025-022

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OFFRUITLAND PARK, FLORIDA, GRANTING MAJOR SITE PLAN APPROVAL WITH CONDITIONS TO ALLOW CONSTRUCTION OF MULTI-FAMILY APARTMENTS BUILDINGS AND A CLUBHOUSE INCLUSIVE OF ASSOCIATED PARKING AND STORMWATER; PROVIDING FOR CONDITIONS; AUTHORIZING THE CITYMANAGER TO ISSUE A NOTICE OF SITE PLAN APPROVAL UPON COMPLETION OF ALL CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

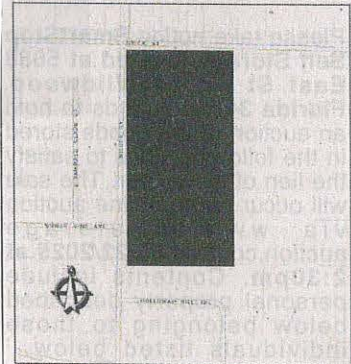
The proposed Resolution will be considered at the following public meetings:

Planning & Zoning Board
Thursday, May 15, 2025
@ 6:00 p.m.

City Commission Reading
Thursday, June 12, 2025
@ 6:00 p.m.

The public meetings will be held in the Commission Chambers located at City Hall, 506 West Berckman Street, Fruitland Park FL 34731. These meetings are open to the public and hearings may be continued as determined by the commission from time to time to a time/date certain. The proposed Resolution and metes and bounds legal description of property may be inspected by the public during normal working hours at City Hall. For further information call 352-360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed Resolution.

A person who decides to appeal any decision made by any board, agency or council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based (Florida Statutes, 286.0105). Persons with disabilities needing assistance to participate in any of these proceedings should contact Gwen Johns, City Clerk at (352) 360-6790 at least 48 hours before the date of the scheduled hearing.



#01250831

May 9, 2025

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5g

ITEM TITLE: Resolution 2025-041 Utility Easement

MEETING DATE: June 12, 2025

DATE SUBMITTED: May 30, 2025

SUBMITTED BY: City Attorney/City Manager/Community Development Director

BRIEF NARRATIVE: Applicant is seeking approval of a major site plan to construct a multi-family apartment complex consisting of 150 units by way of Resolution 2025-022/Urlick & Wilder proposed development. A utility easement is required to be granted to allow city access for maintenance/repair of the utility system.

FUNDS REQUIRED: None

ATTACHMENTS: Resolution 2025-041, sketch of description

RECOMMENDATION: Recommendation to consider approval of Resolution 2025-041 if Resolution 2025-022 is approved for the major site plan.

ACTION:

RESOLUTION 2025-041

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A PERMANENT UTILITY AND INGRESS-EGRESS EASEMENT IN FAVOR OF THE CITY OF FRUITLAND PARK, FLORIDA FROM BIRCH ENTERPRISES, LLC FOR THE URICK WILDER APARTMENT PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Catalyst Design Group as applicant on behalf of Birch Enterprises, LLC, Owner, filed an application for Major Site Plan Approval to allow for construction of a multi-family apartment complex with a clubhouse, associated parking and stormwater on real property located south on Urick Street and east of Wilder Street, Fruitland Park, Florida (the "Property");

WHEREAS, a utility easement is needed on the Property to locate the master meter for the Property, at a minimum ; and

WHEREAS, the Owner is willing to grant the City of Fruitland Park a utility easement that benefits the City, the Property and development of the project for which a major site plan has been received by the City; and

WHEREAS, the City Commission finds it to be in the public interest to accept the Permanent Utility and Ingress-Egress Easement from Birch Enterprises, LLC.

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

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Commission authorizes the Mayor to execute the Permanent Utility and Ingress-Egress Easement from Birch Enterprise LLC, a copy of which is attached hereto, to memorialize the City's acceptance of the easement.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

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

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

_ Gwen Keough-Johns, City Clerk

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

Approved as to form:

Anita Geraci-Carver, City Attorney

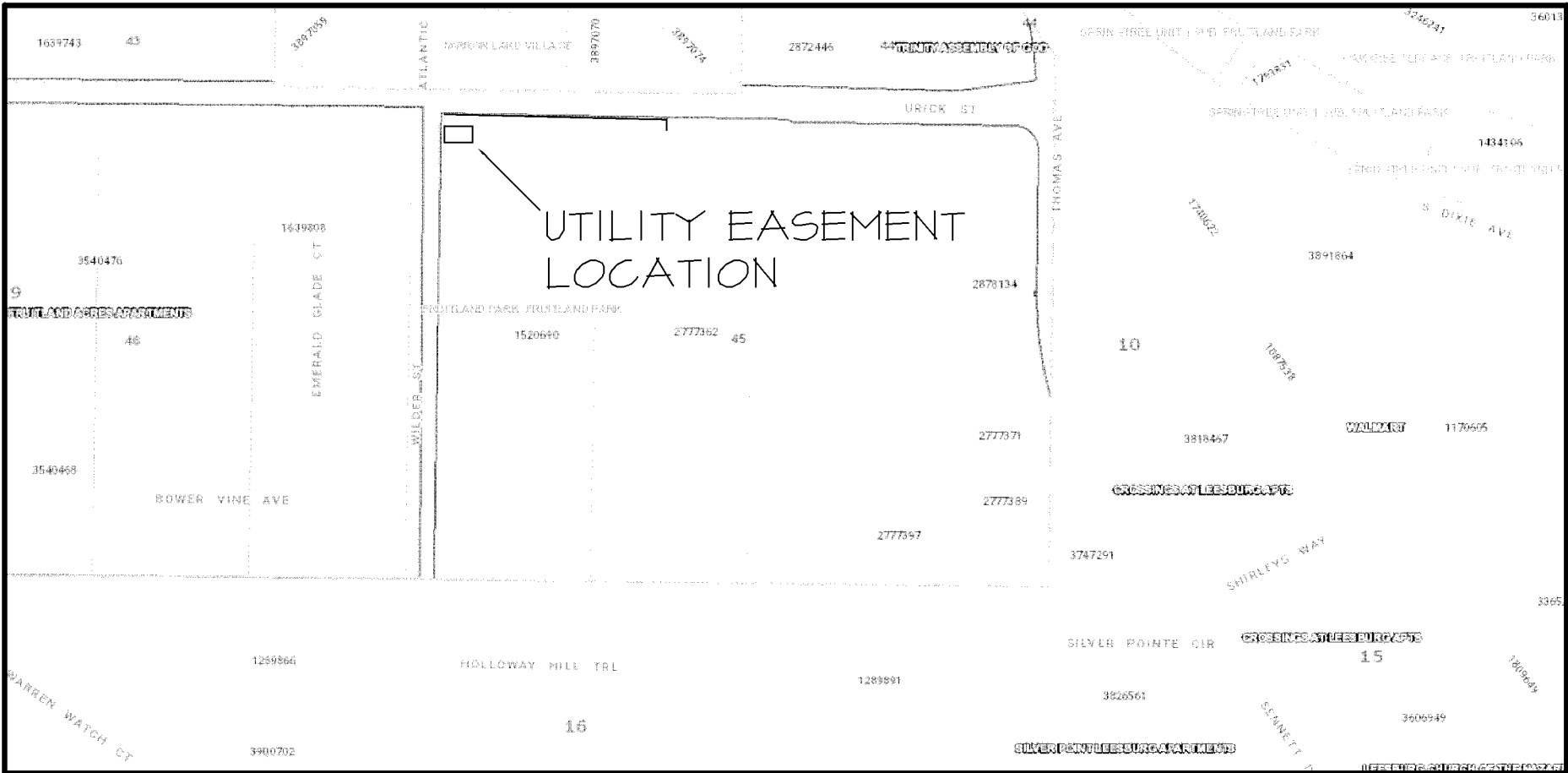
DRAWN BY: D.C.W.	DATE: 05/27/25
CHECKED BY: R.W.H./R.D.S.	DRAWING NO.: B-19843
SURVEY24\24-211-UTILITYEASEMENT FILE:	SHEET 1 OF 2

SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
LAKE COUNTY, FLORIDA
NOT A BOUNDARY SURVEY

DESCRIPTION: UTILITY EASEMENT (URICK STREET)

A UTILITY EASEMENT IN A PORTION OF THE WEST 466.70 FEET OF BLOCK 45 IN THE TOWN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 8, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING SITUATE IN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 45, IN THE TOWN OF FRUITLAND PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 8, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S. 00°27'25" W., ALONG THE WEST LINE OF SAID BLOCK 45, A DISTANCE OF 32.00 FEET TO A CUSP OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, DEPARTING FROM THE WEST LINE OF SAID BLOCK 45 AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°13'38", AN ARC DISTANCE OF 24.97 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N. 29°08'44" E., 23.95 FEET, TO THE POINT OF BEGINNING OF THIS UTILITY EASEMENT; THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°41'52", AN ARC DISTANCE OF 14.27 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N. 29°08'44" E., 23.95 FEET, TO THE POINT OF TANGENCY, SAID POINT BEING 7.00 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 45 (WHEN MEASURED AT RIGHT ANGLES); THENCE S. 00°31'55" W., DEPARTING FROM SAID NORTH LINE OF BLOCK 45, A DISTANCE OF 10.72 FEET; THENCE N. 89°28'05" W., A DISTANCE OF 8.00 FEET; THENCE N. 00°31'55" E., A DISTANCE OF 1.94 FEET; THENCE N. 89°28'05" W., A DISTANCE OF 5.50 FEET; THENCE N. 00°31'55" E., 4.80 FEET TO THE POINT OF BEGINNING.



VICINITY MAP
(NOT TO SCALE)

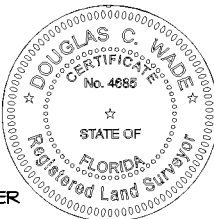
NOTES:

- BEARINGS ARE BASED ON THE PLAT OF THE TOWN OF FRUITLAND PARK AND THE WEST LINE OF BLOCK 45, AS BEING S. 00°27'25" W., ASSUMED MERIDIAN.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP OR ANY OTHER INSTRUMENT OF RECORD BY THIS FIRM.
- CERTIFICATION LIMITED TO PARTIES NAMED HEREON.
- THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE SIGNING SURVEYOR SHOWN HEREON.
- THIS SKETCH WAS PREPARED TO ACCOMPANY THE DESCRIPTION SHOWN HEREON AS REQUIRED BY CHAPTER 5J-17, STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND DOES NOT REPRESENT, IN ANY WAY, A SURVEY OF SAID LAND DESCRIPTION.

SKETCH OF DESCRIPTION OF
UTILITY EASEMENT
certified to:
ECG FLORIDA 2023 III, LP
and
CITY OF FRUITLAND PARK

SHEET 1 OF 2 SHEETS
(SEE SHEET 2 OF 2 FOR SKETCH)

DOUGLAS C. WADE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4685



PHONE: (352)753-6511

FAX: (352)753-0374

WSI PROFESSIONAL
SURVEYING
& MAPPING
WADE SURVEYING, INC.
LB-6514

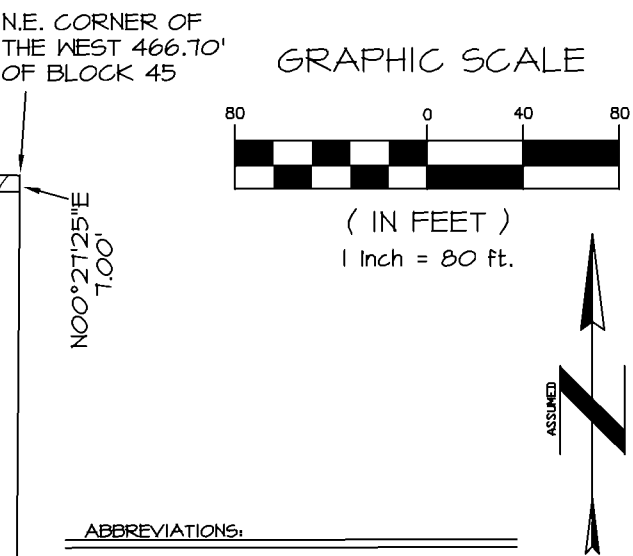
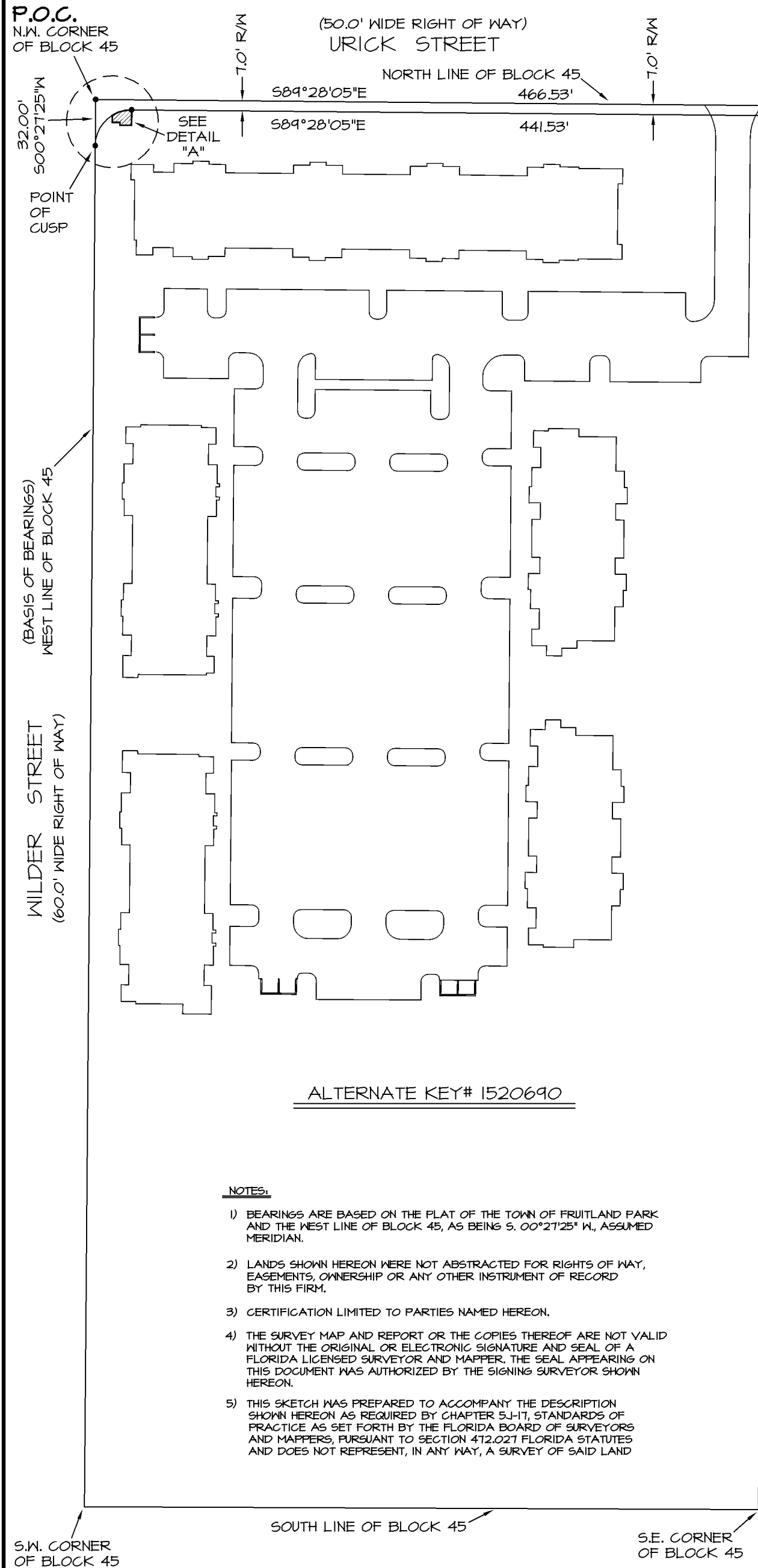
1608 TRACY AVENUE

LADY LAKE, FLORIDA 32159

DRAWN BY: D.C.W.	DATE: 05/27/25
CHECKED BY: R.W.H.	DRAWING NO.: B-19843
SURVEY24\24-211-UTILITYEASEMENT	SHEET 2 OF 2

SECTION 9, TOWNSHIP 19 SOUTH, RANGE 24 EAST,
LAKE COUNTY, FLORIDA

NOT A BOUNDARY SURVEY

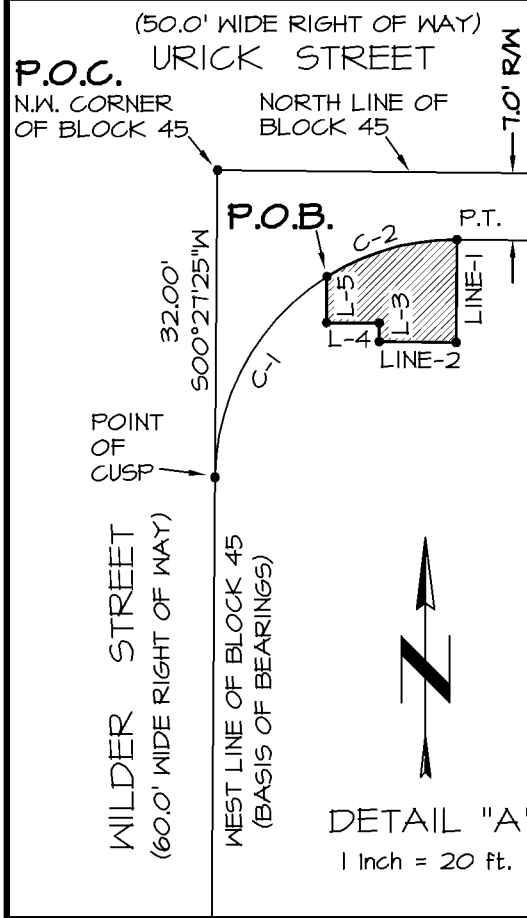


ABBREVIATIONS:

N = NORTH
S = SOUTH
E = EAST
W = WEST
LB = LICENSED BUSINESS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
P.T. = POINT OF TANGENCY

Δ = DELTA
R = RADIUS
L = LENGTH
C = CHORD
CB = CHORD BEARING

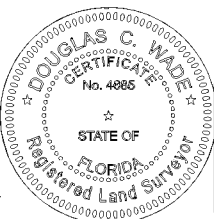
LINE-1 500°31'55"W 10.72'	LINE-2 N89°28'05"W 8.00'	LINE-3 N00°31'55"E 1.94'
LINE-4 N89°28'05"W 5.50'	LINE-5 N00°31'55"E 4.80'	
CURVE C-1 Δ=57°13'38" R=25.00' L=24.97' C=23.95' CB=N29°08'44"E	CURVE C-2 Δ=32°41'52" R=25.00' L=14.27' C=14.07' CB=N74°06'29"E	



SKETCH OF DESCRIPTION OF
UTILITY EASEMENT
certified to:
ECG FLORIDA 2023 III, LP
and
CITY OF FRUITLAND PARK

SHEET 2 OF 2 SHEETS
(SEE SHEET 1 OF 2 FOR DESCRIPTION)

DOUGLAS C. WADE
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1608 TRACY AVENUE

LADY LAKE, FLORIDA 32159

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: **5h**

ITEM TITLE: **Resolution 2025-037 Appointing a Resident of District 2 to Fill the Commission Vacancy in District 2 to Serve Until the Next City Election.**

MEETING DATE: June 12, 2025

DATE SUBMITTED: May 27, 2025

SUBMITTED BY: city attorney/city manager

BRIEF NARRATIVE: **Resolution 2025-037** appoints a resident of District 2 to fill the commission vacancy in District 2 to serve until the next city election which will be held in November 2026.

At the February 13, 2025 City Commission meeting, Commissioner John Mobilian announced that he would be resigning from the City Commission effective at the end of March due to he and his wife relocating to a residence outside of District 2.

Section 3.05 of the City Charter provides that the city commission can appoint an individual to fill a vacant city commission seat when a regular election is not scheduled within 60 days of the occurrence of the vacancy. This appointment would be until the next regularly scheduled election which is November 2026. The city commission also has the option to hold a special election to fill the vacancy for the remainder of the unexpired term. The City Commission has chosen to appoint a resident to the vacant seat to avoid the excessive expense associated with conducting a special election.

Information about the vacancy was posted on the City's website and social media. The Villages Sun also ran a short article on April 13 encouraging people to apply for the vacant seat. Three residents of District 2 have applied for the vacant seat.

The applicants will be encouraged to attend the June 12 City Commission meeting to provide an introduction, background information, and respond to questions the Commission may have. It is anticipated that the Commission will appoint a new commissioner at this meeting.

FUNDS BUDGETED: None

ATTACHMENTS: Resolution 2025-037

RECOMMENDATION: Appoint a resident to vacant District 2 seat

ACTION TO BE TAKEN: **Approve Resolution 2025-037 naming a new city commissioner.**

RESOLUTION 2025-037

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A RESIDENT OF DISTRICT 2 TO FILL THE COMMISSION VACANCY IN DISTRICT 2 TO SERVE UNTIL THE NEXT CITY ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a vacancy in the city commission exists in District 2; and

WHEREAS, Sec. 3.05 of the City Charter provides that a vacancy in the city commission where a regular election is not scheduled within 60 days of the occurrence of the vacancy, then the city commission shall either appoint an individual to fill the vacancy until the next city election or hold a special election to fill the vacancy for the remainder of the unexpired term; and

WHEREAS, the City Commission finds that appointment is preferred over holding a special election due to the exorbitant costs associated with the supervisor of elections conducting a special election; and

WHEREAS, the next regular city election will be held in November 2026; and

WHEREAS, the City Commission desires to appoint a resident of District 2 to fill the vacancy in District 2 until the next city election is held.

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

1. _____ is hereby appointed to the City Commission to fill the vacancy in District 2 until the next city election.
2. This resolution shall take effect upon its adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 12th day of June, 2025, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Gwen Johns, City Clerk

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Cosenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vacant District 2	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vacant District 5	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: **5i**

ITEM TITLE: Resolution 2025-038 Appointing a Resident of District 5 to Fill the Commission Vacancy in District 5 to Serve Until the Next City Election.

MEETING DATE: June 12, 2025

DATE SUBMITTED: May 27, 2025

SUBMITTED BY: city attorney/city manager

BRIEF NARRATIVE: Resolution 2025-038 appoints a resident of District 5 to fill the commission vacancy in District 5 to serve until the next city election which will be held in November 2026.

Commissioner Chris Bell passed away on March 26, 2025, leaving his District 5 city commission seat vacant. Mr. Bell served the City of Fruitland Park for more than 30 years, both as a commissioner and as mayor. His service to the city and his commitment to its residents will leave a lasting impact.

Section 3.05 of the City Charter provides that the city commission can appoint an individual to fill a vacant city commission seat when a regular election is not scheduled within 60 days of the occurrence of the vacancy. This appointment would be until the next regularly scheduled election which is November 2026. The city commission also has the option to hold a special election to fill the vacancy for the remainder of the unexpired term. The City Commission has chosen to appoint a resident to the vacant seat to avoid the excessive expense associated with conducting a special election.

Information about the vacancy was posted on the City's website and social media. The Villages Sun also ran a short article on April 13 encouraging people to apply for the vacant seat. In addition, door hangers were placed throughout District 5 to garner interest in the vacant position. Three residents of District 5 have applied for the vacant seat.

The applicants will be encouraged to attend the June 12 City Commission meeting to provide an introduction, background information, and respond to questions the Commission may have. It is anticipated that the Commission will appoint a new commissioner at this meeting.

FUNDS BUDGETED: None

ATTACHMENTS: Resolution 2025-038

RECOMMENDATION: Appoint a resident to vacant District 5 seat

ACTION TO BE TAKEN: Approve Resolution 2025-038 naming a new city commissioner.

RESOLUTION 2025-038

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A RESIDENT OF DISTRICT 5 TO FILL THE COMMISSION VACANCY IN DISTRICT 5 TO SERVE UNTIL THE NEXT CITY ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a vacancy in the city commission exists in District 5; and

WHEREAS, Sec. 3.05 of the City Charter provides that a vacancy in the city commission where a regular election is not scheduled within 60 days of the occurrence of the vacancy, then the city commission shall either appoint an individual to fill the vacancy until the next city election or hold a special election to fill the vacancy for the remainder of the unexpired term; and

WHEREAS, the City Commission finds that appointment is preferred over holding a special election due to the exorbitant costs associated with the supervisor of elections conducting a special election; and

WHEREAS, the next regular city election will be held in November 2026; and

WHEREAS, the City Commission desires to appoint a resident of District 5 to fill the vacancy in District 5 until the next city election is held.

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

1. _____ is hereby appointed to the City Commission to fill the vacancy in District 5 until the next city election.
2. This resolution shall take effect upon its adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 12th day of June, 2025, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor

Attest:

Gwen Johns, City Clerk

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Cosenza	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vacant District 2	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vacant District 5	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney