

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
7:00 PM, Tuesday, July 22, 2014**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. For items listed on the agenda, each speaker will be permitted 5 minutes to address the Council. For non-agenda items, each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Police Department Recognition

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

- | | |
|---|--|
| Item No. 1 - Council Meeting Minutes | Consider approval of the Regular Council Meeting Minutes of June 10, 2014. |
| Item No. 2 - Resolution No. 2014-22 | Consider approval of Community Development Block Grant (CDBG) Affirmative Action Plan Resolution. |
| Item No. 3 - Resolution No. 2014-23 | Consider approval of Resolution to comply with the requirements of the Community Development Block Grant programs. |
| Item No. 4 - Lake Apopka Natural Gas Utility Easement | Consider granting a Non-exclusive Utility Easement to obtain natural gas service from Lake Apopka Natural Gas. |
| Item No. 5 - Contract Approval | Consider contract with Covanta as an emergency backup disposal site for solid waste. |

UNFINISHED BUSINESS

- | | |
|------------------------------|--|
| Item No. 6 - Lakeshore Drive | Consider options relating to traffic, speed and safety of Lakeshore Drive. |
|------------------------------|--|

NEW BUSINESS

- | | |
|--------------------------------------|--|
| Item No. 7 - Highland Ranch Variance | Consider to allow subdivision entry signs to exceed 32 square feet and to allow for a sign to be placed away from the subdivision entry point. |
|--------------------------------------|--|

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
7:00 PM, Tuesday, July 22, 2014**

- | | |
|--|--|
| Item No. 8 - Splash Pad Park | Site location discussion. |
| Item No. 9 - Proposed Ad Valorem Millage Rate | Consider approval of proposed ad valorem millage rate of 3.729 for Fiscal Year 2015. |
| Item No. 10 - Ordinance No. 2014-18; <i>Introduction</i> | Consider introduction of Ordinance for the Clermont Interlocal Service Boundary Agreement (ISBA) |

ADJOURN

Any person wishing to appeal any decision made by the City Council at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act (ADA), if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding he/she should contact Clermont, City Clerk's Office, 352-241-7330.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2014

The Clermont City Council met in a regular meeting on Tuesday, June 10, 2014 in the Council Chambers at City Hall. Mayor Turville called the meeting to order at 7:00 pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and VanWagner. Other City officials present were: City Manager Gray, City Attorney Mantzaris and Deputy City Clerk Noak.

INVOCATION

Council Member Mullins gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Joe Manizia; Clermont Football Club President , presented the City with a \$25,000 check to use towards a set of lights at Hancock Park.

Finance Director VanZile presented the quarterly budget update. The Quarterly Performance Report for October 1, 2013 through March 31, 2014 is available on the City's website. The top ten revenues were discussed and impact fees were higher than projected. The General Fund budget amendments were reviewed. The largest portion of the budget amendments related to the Clermont Community Center property and the Building Services reorganization. Revenues are on target, with projections and expenditures in line with revised budgeted amounts. Reserves are on target with year-end projections, with the exception of the General Fund.

Council Member Goodgame commented City Manager Gray and Finance Director VanZile have done an exceptional job, particularly with the newly acquired building.

Council Member Mullins asked if the funds below fifty percent were due to a timing factor, with major projects coming later in the year.

Finance Director VanZile stated there would be heavy capital outlays later in the year; however the projected expenditures are in line with projections.

Mayor Turville asked if there were particular expenditures to watch for.

Finance Director VanZile commented the Community Center is the most significant expenditure.

City Manager Gray stated a plan will be presented at the budget workshop sessions on July 16 and 17 at 6:00pm.

City Manager Gray commented Economic Development Director Hitt provided Council with an updated list of the new businesses in the City and will be providing quarterly updates. Economic Development Hitt stated fifty new businesses opened in the first five months of the year and three restaurants will be coming soon.

Council Member VanWagner thanked Economic Development Director Hitt for assisting new businesses coming into the City.

Mayor Turville announced changes to the agenda due to the applicant requesting postponement of Items 5 and 6 to the June 24, 2014 meeting.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2014

Item No. 5 - Resolution No. 2014-12

Council Member Goodgame moved to table Item 5, Resolution 2014-12, to June 24; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 6 - Variance Request

Council Member Goodgame moved to table the Variance request until June 24; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Mayor Turville requested a change of order to hear Item 8 before the remaining Unfinished Business items. Council was in agreement.

PUBLIC COMMENTS

Jim Purvis thanked Council for the new Community Center and the grand opening event. He commented on the Historic Village's Memorial Day event.

Mr. Purvis requested Police Chief Broadway report on a situation during a Fred Sommer Sports event at Waterfront Park. Police Chief Broadway stated there was a reckless driver who disobeyed officers' commands, caused a cyclist to crash, and later bailed out of the vehicle. Officer Rooney gave foot chase into the lake and apprehended the person.

Gail Ash commended staff on the grand opening of the new Arts and Recreation building and stated there was a huge interest in the facility by local seniors. She requested staff consider activities at the facility for the seniors.

Martha Santoni; Nemours Government Relations Coordinator, introduced Dr. Odett Stanley-Brown and invited the community to the open house on June 28, 2014.

Michelle Michnof reported the Boys & Girls Club moved into the new Arts and Recreation building to run a summer recreation program and have registered over 320 youth. The cost is \$5.00 per day for a Clermont City resident and \$10.00 per day for those outside the City. The program runs from 7am to 6pm and includes breakfast and lunch. She thanked Public Information Officer Bloodsworth, Economic Development Director Hitt, Council, and staff for their assistance.

City Manager Gray commented the goal was to open up the Arts and Recreation facility and offer a summer recreation program. The City partnered with the Boys & Girls Club to operate the program.

REPORTS

City Manager Gray stated the Council will hold a budget workshop June 24 at 6pm. The South Lake Chamber of Commerce will hold their Business After Hours function at the Arts and Recreation facility on July 10 at 5:30pm.

City Attorney Mantzaris – No report.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2014

Council Member Bates reported Lake County is accepting nominations for the Lake County Woman's Hall of Fame. The deadline is August 15. The League of Cities is looking for legislative representatives to be involved with legislative policy committees. He intends to participate and any interested Council Members should contact City Manager Gray.

Council Member Goodgame recommended nominating Doris Walker with the South Lake Historical Society for the Lake County Woman's Hall of Fame. He requested Public Information Officer Bloodsworth assistance in the nomination.

Council Member Goodgame reported the Historic Village sign on Highway 50 was in place. He commented the Governor is providing \$1 million toward building Citrus Grove Road. The road comes off of U.S. Highway 27 and runs east to the new turnpike interchange; which is the area where North Hancock Road will run. This will provide a shortcut to State Highway 50 and have an impact on College Park and Summit Greens. He encouraged people to contact Lake County Commissioner Parks to vote for a traffic signal at Diamond Club Drive and Hancock Road.

Council Member Mullins thanked staff for all their efforts with the ribbon cutting and tours of the Arts and Recreation building, the Food Truck event, the triathlon event, and the Farmer's Market over the weekend.

Council Member VanWagner thanked staff and the community for attending the dedication of the Arts and Recreation building.

Mayor Turville thanked the community for attending the Arts and Recreation building tours and ribbon cutting ceremony.

CONSENT AGENDA

Mayor Turville advised the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 - Council Meeting Minutes

Consider approval of the Regular Council Meeting Minutes for May 13, 2014 and May 27, 2014.

Item No. 2 - Utility Easement Agreement

Consider approval of the utility easement agreement for existing force main in Harvest Landing subdivision.

Item No. 3 - Surplus Equipment

Consider approval to surplus a Fire Department breathing air compressor.

Council Member Goodgame moved to approve Consent Agenda Items 1 through 3; seconded by Council Member Mullins. The motion passed with all members present voting aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2014

UNFINISHED BUSINESS

Item No. 4 - Variance Request

Planning Manager Henschel presented the request to remove the existing landscape island behind the building at 221 North Highway 27 to allow for additional parking. The island was built surrounding an existing mature oak tree, which is no longer on the site. City Code does not allow more than 10 parking spaces in a row without a 300 square foot landscape island. Staff recommended denial.

Richard Lemley; L & Jim Properties LLC Representative, commented the increase in traffic has created traffic flow issues and removing the island would improve traffic flow.

Mayor Turville opened the public hearing.

Charlene Forth spoke in opposition of the request and requested the tree be replaced.

Mayor Turville closed the public hearing.

Mayor Turville stated he wanted the site to meet the City's tree requirements. Mr. Lemley was not opposed to adding trees to the property.

Council Member Mullins commented how the photo and drawing did not match and stated the original plans must have been modified. He asked if the property was in compliance with the landscape code. Planning Manager Henschel stated islands are required to have a tree. If removing the island is approved, an additional tree would not be required.

Council Member Goodgame stated he was not opposed to the request.

Council Member Bates asked if curbing would be required. Planning Manager Henschel responded the code does not require curbing.

Mayor Turville inquired if the site was given a parking variance in the past. Planning Manager Henschel stated the City was not aware of any prior variances.

Council Member Mullins asked if the site met parking requirements. Planning Manager Henschel stated the code requires 21 parking spaces and the site exceeds the requirement.

Council Member Goodgame moved to approve the variance request; seconded by Council Member Bates. The motion passed 3 to 2 with Mayor Turville and Council Member Mullins opposed.

Item No. 8 - Ordinance No. 2014-11; Final

Mayor Turville read Ordinance 2014-11 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, closing and permanently abandoning the 60 foot right-of-way for Short Street from east side of Twelfth Street to north side of Carroll Street; repealing all Ordinances in conflict herewith, providing for severability, publication, recording, and for an effective date.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2014

Senior Planner Kruse presented the request to close the Short Street right-of-way. The street has four parcels with street frontage. Two of the parcels are owned by Brian Hess, the petitioner. The remaining two parcels are owned by Richard Klaas and Darryl Bishop. Mr. Klaas and Mr. Bishop have not consented in writing to the right-of-way closing. The closing would affect the egress and ingress of Mr. Klaas and Mr. Bishop. Staff recommended denial.

Brian Hess stated the street is not necessary and there is access through Carroll Street. Trucks are coming through from the lumber yard, creating a safety issue.

Darryl Bishop did not object to closing the right-of-way.

Richard Klaas was opposed to closing the street. He stated he would not have access to his property. Mr. Klaas expressed concerns regarding traffic and lack of signage in the area for the boat ramp and other facilities in the downtown area. He suggested making Short Street a one-way load-limit street for local traffic only.

Mayor Turville opened the public hearing.

Terrie Reitz spoke in favor of adding signage for the boat ramp.

Harry Mason spoke in opposition of closing Short Street.

Mayor Turville closed the public hearing.

Darryl Bishop suggested additional time for the affected parties to meet and come to an agreement.

Mayor Turville was opposed to closing the street until all affected parties were in agreement.

Council Member Goodgame suggested tabling the item until July 8 for the parties to work out a solution.

Council Member Mullins was in favor of tabling until July 8.

Council Member Goodgame moved to table until July 8; seconded by Council Member Bates. The motion passed with all members present voting aye.

The Council heard New Business Item No. 11 prior to continuing with the remaining unfinished business items.

NEW BUSINESS

Item No. 11 - Variance Request

Planning Manager Henschel presented the proposed request to expand the banquet facility at 699 North Highway 27. The expansion consists of a 3,200 square foot deck extending over a water retention area in the back of the existing building. The expansion would create a deficit of 28 parking spaces. Staff recommended denial.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2014

Michael Wojtuniak; EPI Engineering, stated the intent was to allow patrons to congregate outside during events, not to increase the number of patrons. The property to the south is owned by the same individual and can be used for overflow parking.

Mayor Turville opened the public hearing.

Jack Kruse, Miroslav Barulich, Carol Rosario, Andrew Parness, Terrie Reitz, and Charlene Bryce, spoke in opposition of the request and expressed concerns on the noise level already generating from the business, personal safety, property values, and property damage.

Mayor Turville closed the public hearing.

Mayor Turville expressed concern regarding the current use of the facility compared to the original intended use.

Council Member Goodgame stated the noise was not acceptable.

Ramlakhhan Singh; Owner, commented he has attempted to curb the noise complaints and have not received recent complaints.

Council Member VanWagner moved to deny the variance; seconded by Council Member Mullins. The motion passed with all members present voting aye.

The Council resumed considering the remaining unfinished business items.

Item No. 7 - Ordinance No. 2014-09; Final

Mayor Turville read Ordinance 2014-09 aloud by title only.

An Ordinance of the City of Clermont, Florida, adopting an Interlocal Service Boundary Agreement between the City of Clermont and Lake County; providing for severability, conflict, and effective date.

City Manager Gray stated the agreement will be heard by the Lake County Board of County Commissioners on July 8.

Economic Development Director Hitt stated the Interlocal Service Boundary Agreement included the majority of the land in the Joint Planning Agreement area and extended to the south; excluding the southwest area of Lake Louisa and Lake Minnehaha. The agreement is for a 20 year term with provisions for a periodic review every five years. The agreement provides the legal means for Clermont to annex, provide services and utilities. Staff recommended approval.

City Manager Gray commented the agreement will help the City control development outside the City boundaries and provides compensation for fire response outside the City boundaries.

Council Member Goodgame asked what the County's intent was regarding their current fire station. City Manager Gray stated the City and the County met and are considering a joint fire station on the east side of Clermont. Senninger Irrigation is willing to donate a piece of property and the County is willing to extend Hartle Road to the Senninger property. The City would provide for the utilities.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2014

Mayor Turville expressed concern regarding developers gaining approvals from the County first, then applying for utilities. City Manager Gray stated the County is directing developers to the City so the development will be built using City standards.

Mayor Turville asked what the notice requirement was to make changes to the agreement. City Attorney Mantzaris stated there was not a notice provision, the City would initiate a re-negotiation of the agreement.

Mayor Turville opened the public hearing. There was no public comment. Mayor Turville closed the public hearing.

City Manager Gray stated the Interlocal Service Boundary Agreement would take the place of the Joint Planning Agreement.

Council Member Goodgame moved for approval of Ordinance 2014-09; seconded by Council Member VanWagner. The motion passed on a roll call vote with all members voting aye.

Item No. 9 - Ordinance No. 2014-14; Final

Mayor Turville read Ordinance No. 2014-14 aloud by title only.

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 118 Vegetation, Section 118-36 Plant Material; Section 118-41 Preferred Tree List; Section 118-71 Minimum Tree Requirements; providing for codification; severability; effective date; and publication.

Planning Manager Henschel presented the landscape code amendments. The changes include amending Section 118-36 regarding the minimum size of palm tree plantings, Section 118-41 regarding the preferred tree listing, and Section 118-71 regarding minimum tree requirements for various lot sizes.

Mayor Turville expressed concern regarding palm trees and requested a listing of preferred palm trees.

Council Member Goodgame requested clarification regarding setbacks. Planning Manager Henschel stated there is a setback requirement from the driveway, property line, and the building.

Council Member Mullins asked if trees under power lines were allowed. Economic Development Director Hitt stated the current code allows for an understory tree to replace a canopy tree underneath power lines.

Mayor Turville expressed concern regarding current homeowners violating the setback. City Attorney Mantzaris stated the issue with Code Enforcement was due to tree removals. The intent is not to cite people for a code violation for placing a tree close to a driveway. The intent is to provide a means for not replacing a tree if the tree will not fit in the yard. City Attorney Mantzaris commented Section 118-71 relates to only new construction and provides a way for replacing a large tree with something smaller.

Mayor Turville commented the motion should include the palm tree list.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2014

Council Member Goodgame requested staff add the palm list to the ordinance.

Mayor Turville opened the public hearing.

Jim Purvis encouraged Council to adopt the ordinance.

Council Member Goodgame moved to adopt Ordinance 2014-14; seconded by Council Member Mullins.

Under discussion, Mayor Turville requested the motion reflect staff providing a palm tree list.

Council Member Goodgame and Mullins were in agreement for staff to provide a palm tree list.

The motion passed on a roll call vote with all members present voting aye.

Item No. 10 - Ordinance No. 2014-16; Final

Mayor Turville read Ordinance 2014-16 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida relating to pension and retirement benefits for general, police and fire employees of the City of Clermont; amending Chapter 46, by deleting Article I, In General; deleting Article II, Clermont Pension Plan for Police Officers and Firefighters and Defined Benefits General Employee Plan, Division 1, Generally, Division 2, Administration, Division 3, Retirement and Retirement Benefits; renumbering Article III, Social Security; deleting Article IV, Defined Contributions for General Employees; deleting Article V, Clermont Pension Plans, Division 1, Retirement Plan and Trust for the Police Officers of the City of Clermont, Division 2, Retirement Plan and Trust for the Firefighters of the City of Clermont; deleting Article VI, Florida Municipal Pension Trust Fund 401(A) Defined Contribution Plan; adopting new Article I, Pension and Retirement Plans Adopted and providing for severability, conflict, codification and an effective date.

Finance Director VanZile stated the ordinance was designed to efficiently handle pension and retirement benefit changes for employees. The ordinance does not make any plan changes for any employees and future changes will be handled by ordinance.

Mayor Turville opened the public hearing. There were no public comments. Mayor Turville closed the public hearing.

Council Member Mullins moved to adopt Ordinance 2014-16; seconded by Council Member Bates. The motion passed on a roll call vote with all members present voting aye.

Council Member Mullins announced the Caribbean Festival would be held at Waterfront Park on June 19 at 11am.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
June 10, 2014

ADJOURN: With no further comments, this meeting was adjourned at 10:12pm.

APPROVED:

Harold S. Turville, Mayor

ATTEST:

Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, July 22, 2014					
Agenda Item Name					
Resolution No. 2014-22					
Requested Action					
Approval of Resolution 2014-22.					
Staff Report					
Resolution No. 2014-22 is a restatement of the City's policy relating to the employment of small, women and minority businesses when soliciting for projects that involve CDBG/U.S. Department of Housing and Urban Development funding, including an action plan for enhancing such opportunities. The resolution also restates the City's continued efforts to hire minorities as City employees. March 14, 1995, the City adopted similar policies and objectives supporting small and minority businesses.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Resolution 2014-22 2014-22 CDBG Affirmative Action Plan.doc					

**CITY OF CLERMONT
RESOLUTION NO. 2014-22**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA READOPTING AND RESTATING A POLICY RELATING TO THE EMPLOYMENT OF SMALL AND WOMEN AND MINORITY BUSINESSES FOR USE IN ADMINISTERING COMMUNITY DEVELOPMENT BLOCK GRANTS; READOPTING AND RESTATING A POLICY RELATING TO THE EMPLOYMENT OF MINORITIES BY THE CITY OF CLERMONT; PROVIDING DEFINITIONS, DEFINING AN ACTION PLAN, CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont desires to continue its established policy of supporting small and minority businesses; and

WHEREAS, the City Council of the City of Clermont continues to recognize an opportunity to affirmatively support small, women and minority business in those programs directly funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the City Council of the City of Clermont desires to continue its efforts to bring the percentage of minorities employed by the City more closely in line with its percentage of minorities who live in the City; and

WHEREAS, the City Council of the City of Clermont recognize the need to readopt and restate its action plan to implement such goals.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida as follows:

Section 1. Policy Relating to the Employment of Small and Minority Businesses.

It shall be the policy of the City of Clermont when soliciting for projects that involve Community Development Block Grant federal funding to require each department, agency, entity, or agent of the City to promote and assist small, women and minority business enterprises in gaining entry to do business with Clermont. By assisting small, women and minority business enterprises, the City will help to expand and develop the small and minority section in and around Clermont.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the City will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The City will also comply with the Section III clause in the administration of Community Development Block Grant programs, which requires:

- a. To the greatest extent feasible, opportunities for training and employment are given to low income project area residents;
- b. To the greatest extent feasible, contract for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area;
- c. Certifying that parties to the contracts are under no obligation, which would prevent them from complying;
- d. Insuring that the contractor will send labor organizations with which he or she has had a collective bargaining agreement a notice stating his or her commitments under this section and post this notice in places available to employees;
- e. Insuring that the contractor will include a "Section III Clause" in every subcontract;
- f. Insuring that the contractor will not subcontract with anyone that has previously violated "Section III" requirements;
- g. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract;
- h. Include "Section III" requirements in Community Development Block Grant bid invitations and contract specifications;
- i. Cooperate with the Secretary of Housing And Urban Development in obtaining compliance from the recipient of the grant's contractors;
- j. Submit to compliance reviews by the HUD when necessary; and,
- k. Permit HUD access to all required records, accounts, reports, books, etc.

It is understood however, that while every opportunity will be afforded to small and minority businesses to enable them to bid on The City of Clermont's Community Development Block Grant federally funded projects, contracts will continue to be awarded to the lowest responsive bidder.

Section 2. Policy Relating to the Employment of Minorities by The City of Clermont.

It shall be the goal of the City Council of the City of Clermont to attempt to increase the percentage of minority City employees at the rate of 0.1 percent of the City's total employee base per year until the percentage of minority City employees is equal to the percentage of the City's minority population.

The City of Clermont is an equal opportunity employer. No person is unlawfully excluded from consideration for employment because of race, creed, color, religion, national origin, ancestry, sex, age, veteran status, familial status, handicap or genetics.

The City will attempt to attain the goal by doing the following:

- a. The City will advertise every open position in a newspaper of general circulation within the City, or such other means of publication designed to notify the general public of job opportunities, prior to filling the open position when the position has not already been filled through existing procedures or policies providing for promotion from within and from Job Service applicants.
- b. Stating in every advertisement or notice of publication that the City is an “Equal Opportunity Employer” and does not discriminate in its hiring practice.

While the City of Clermont will attempt to attain the minority employment goal stated herein the following is understood:

- a. The City of Clermont will attempt to hire the best qualified person for each available position, regardless of race.
- b. The goal set forth herein, is only that and the City accepts no liability if the goal stated herein is not reached.

Section 3. Definitions.

- a. *Small Business Enterprises* - An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net worth of not more than one million dollars as applicable to sole proprietorships; the one million dollar net worth requirement shall include both personal and business investments.
- b. *Women Business Enterprises* - A women-owned business enterprise is a small business that is at least 51% owned by one or more women. In the case of publicly owned businesses, at least 51% of the stock is owned by one or more women and the management and daily operations of the business are controlled by one or more women.
- c. *Minority Business Enterprises* - Any small business concern which is organized to engage in commercial transaction, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such person. A minority business enterprise may primarily involve the practice of a profession.
- d. *Certified Minority Business Enterprises* - A business enterprise which has been certified by the State of Florida Department of General Services to be a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
- e. *Minority Person* - A person whose race is Black, American Indian, Alaskan Native, Asian, Pacific Islander, or Hispanic.

Section 4. Action Plan.

In that the City of Clermont will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City will be bound by the provisions of Section III of the *Housing and Urban Development Act* of 1986, the *Equal Opportunity Act*, Executive Order 11246, and the City's desire to enhance the opportunities for small, women and minority business enterprises and local businesses to participate in contracts with the City.

To accomplish this objective, the City Council of the City of Clermont, Florida, establishes and implements the following steps to facilitate the deployment of affirmative action in expenditures for contractual services, commodities and construction contracts on Community Development Block Grant federally funded projects:

- a. To utilize the news media, State Department of General Services list of small or minority business concerns, local advertising services, citizen's advisory boards, regional planning Councils, listings by federal agencies, and other appropriate sources to identify small, women and minority business enterprises concerns for possible involvement with the City's Community Development Block Grant federally funded contracts.
- b. Through use of the City's purchasing management software system, maintain and update the listing of small, women and minority business enterprises concerns and notify them of Community Development Block Grant federally funded contracting opportunities with the City.
- c. Divide total requirements, when economically feasible and in accordance with public procurement regulations, into smaller tasks or quantities to permit maximum participation by small, women and minority business enterprises concerns and women's business enterprises.
- d. To maintain records; copies of memoranda, general correspondence, and so forth, to document that all steps in the action plan have been followed.
- e. Require prime contractors, if subcontractors are to be let, to take the affirmative action steps listed above; and
- f. To establish or utilize an existing position to function as the equal opportunity officer to coordinate the implementation of the Affirmative Action Plan with operators of Community Development Block Grant federally funded City administered projects and programs.

Section 5. Conflict.

Any resolution or policy previously adopted by the City Council and in conflict herewith is hereby repealed to the extent of the conflict.

Section 6. Effective Date.

This resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, on this 22nd day of July, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris , City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, July 22, 2014					
Agenda Item Name					
Resolution No. 2014-23					
Requested Action					
Motion to approve Resolution 2014-23					
Staff Report					
The City of Clermont desires to comply with the Section 504 Handicap Accessibility Requirements of the Community Development Block Grant programs and have all publicly accessible City owned facilities made handicap accessible. This resolution is updating compliance with Section 504 of the Rehabilitation Act of 1973, adopting a handicap accessibility Self Evaluation Plan, adopting a Transition Plan for handicap accessibility and adopting a Section 504 Grievance Procedure.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Resolution 2014-23 - CDGB		2014-23 CDBG 504 Handicap.doc			
2. 2014 504 Grievance Procedure		2014-23 Grievance Procedure 504 Clermont.doc			
3. 2014 - 504 Self Evaluation Plan - CDGB		2014 self evaluation plan 504 Clermont CDBG.doc			
4. 2014 - 504 Transition Plan - CDGB		2014 504 Transition Plan Clermont-CDBG.doc			

CITY OF CLERMONT
RESOLUTION NO. 2014-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UPDATING COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, ADOPTING A HANDICAP ACCESSIBILITY SELF EVALUATION PLAN, ADOPTING A TRANSITION PLAN FOR HANDICAP ACCESSIBILITY AND ADOPTING A SECTION 504 GRIEVANCE PROCEDURE.

WHEREAS, the City of Clermont desires to comply with the Section 504 Handicap Accessibility Requirements of the Community Development Block Grant programs and have all publicly accessible City owned facilities made handicap accessible; and

WHEREAS, the City of Clermont has completed a review of City-owned facilities accessible to the public for Americans with Disabilities Act handicap compliance; and

WHEREAS, The City of Clermont desires to make all City-owned public facilities accessible to handicap individuals, and

WHEREAS, The City of Clermont is establishing a Complaint and Grievance Procedure to process any complaints including those relating to handicap accessibility, the treatment of handicapped individuals and to elimination discrimination against any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such impairment, and is regarded as having such an impairment.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida as follows:

1. The City of Clermont hereby adopts the following 24 CFR Part 8 Self Evaluation Plan; and
2. The City of Clermont hereby adopts the following 24 CFR Part 8 Transition Plan.
3. The City of Clermont hereby adopts the following Section 504 Compliance and Grievance Procedure.
4. The City of Clermont affirms the Americans with Disability Act Coordinator as the person responsible for implementation of the Plan.

CITY OF CLERMONT
RESOLUTION NO. 2014-23

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 22nd day of July, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT, FLORIDA
SECTION 504 GRIEVANCE PROCEDURE

Section 504 of the Rehabilitation Act of 1973 provides that no qualified disabled person shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The City of Clermont, Florida has completed its Section 504 Self Evaluation Guide and its Transition Plan which details the modifications/corrective actions needed to allow handicap accessibility relative to the City's public buildings and facilities. The Self Evaluation Guide and Transition Plan are on file in the City Clerk's office in the Clermont, City Hall and are available for public review and inspection, on the City's web site.

In an effort to comply with all the provisions as set forth in Section 504 of the Rehabilitation Act of 1973, the City of Clermont, Florida herein establishes the following Grievance Procedure by passage of Resolution No. 2014-23 dated July 8, 2014.

CITY OF CLERMONT ADA NON-DISCRIMINATION POLICY

I. POLICY STATEMENT.

The City of Clermont is an affirmative action/equal opportunity institution and does not discriminate on the basis of race, color, creed, age, national origin individual handicap or veteran status in any respect of employment, services, activities or programs.

The City of Clermont offers services, programs and activities for applicants, employees, residents and visitors; City of Clermont services, programs and activities are those that are: (a) operated by City of Clermont employees; (b) operated by appointed or elected City of Clermont officials; (c) operated by an entity hired by the City of Clermont; and or (d) funded, by the City. City services, programs and activities do not include events or activities that are performed on City property by private organizations, businesses or individuals.

II. PROCEDURE FOR REQUESTING MODIFICATIONS TO CITY SERVICES, PROGRAMS OR ACTIVITIES

The City of Clermont encourages anyone to request modifications to provide qualified individuals with a disability better access to its services, programs or activities.

1. Anyone who would like to request a modification to a City service, program or activity should contact the City's ADA Coordinator by using the contact form or information below.

Requests for auxiliary aids and services to ensure effective communication for qualified individuals with a disability for public meetings should be directed to the City Clerk at (352) 241-7331.

2. The ADA Coordinator shall respond to each request for modification in writing, within a reasonable time of the request, and no later than thirty (30) days after receipt of the request.

III. GRIEVANCE/COMPLAINT PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACTS

Consistent with the Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990 (ADA), the City of Clermont has designated an individual as the City's Title VI/ADA Coordinator. The Coordinator is responsible for accepting complaints of discrimination on the basis of disability in the provision of services, activities, programs, or benefits provided by the City of Clermont. Complaints shall be submitted in writing within the following time frames.

Title VI: No later than 180 days from the date of the alleged discrimination.

ADA: No later than 60 days from the date of the alleged discrimination. Complaints shall include the name, address, and phone number of the complainant, along with the location, date and description of the problem. Complaints shall be processed in accordance with the applicable law.

This process does not apply to complaints relating to employment by the City of Clermont. Other procedures are available for these types of complaints.

To file a complaint, complete the form available on the City's website, at the City Clerk's office located on the 2nd floor of City Hall at 685 W. Montrose Street, or contact:

Title VI/ADA Coordinator

Phone:

Fax:

Email:

Within 30 calendar days after receipt of the complaint, the ADA Coordinator will meet with the complainant to discuss the issue and possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator will respond in writing, and when appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Clermont on the matter and options for resolution of the complaint.

If such response does not satisfactorily resolve the matter, the complainant and/or his/her designee may file an appeal within 15 calendar days of receiving the response from the ADA

Coordinator. The appeal should be in writing and directed to the City Manager. The City Manager or his designee will attempt to meet with the complainant within 15 calendar days of receiving the appeal. Within 15 calendar days of the meeting, the City Manager or his designee will respond in writing or in a format accessible to the complainant.

ADOPTED by the City Council of the City of Clermont, Florida this 22nd day of July, 2014.

**CITY COUNCIL
CLERMONT, FLORIDA**

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

CITY OF CLERMONT
24 CFR PART 8
SELF EVALUATION PLAN

A) Program and Activities Conducted:

PROGRAMS	PURPOSE
CDBG	To make infrastructure improvements to City owned facilities

B) The Policies and Practices that govern the above programs and activities:

- 1) Outreach and Communications
- 2) Complaint Procedures
- 3) Eligibility and Admission Criteria
- 4) Employment Policy
- 5) Physical Accommodations
- 6) Fair Housing Ordinance

C) Person responsible for Evaluation:

ADA Coordinator

D) Do written policies or practices limit the participation of individuals with handicaps?

	<u>Needed Changes</u>	
1) Notices (written)	Y ☐	N ☒
2) Complaint Procedures	Y ☐	N ☒
3) Eligibility Policy	Y ☐	N ☒
4) Employment Policy	Y ☐	N ☒
5) Transportation	Y ☐	N ☒
6) Telephone Communications (TDD's)	Y ☐	N ☒
7) Interpreters/Readers	Y ☐	N ☒
8) Use of Contractors	Y ☐	N ☒
9) Audio-Visual Preservations	Y ☐	N ☒
10) Automated Electronic Equipment	Y ☐	N ☒
11) Emergency Evacuation	Y ☐	N ☒
12) Fair Housing	Y ☐	N ☒

E) Ways handicapped persons and other interested persons have participated in the Self Evaluation Plan.

The Public Works Director for the City of Clermont who is familiar with all the City owned buildings participated in the Self Evaluation process.

F) Recipients that employ 15 or more employees must maintain on file and make the information available to the public upon request. File must be kept for at least six (6) years.

The City of Clermont employs over 15 employees. This information will be available to the public upon request.

**THE CITY OF CLERMONT
TRANSITION PLAN
SCHEDULE OF IMPROVEMENTS**

CHANGES TO BE MADE ACCORDING TO FISCAL YEAR BUDGET

Year 1 –

- Public Works -*** 1. Install ADA compliant bathroom signs with Brail
- Palatlakaha Park-*** 1. Additional grab bars in bathrooms as needed for ADA compliance
- Historic Village -*** 1. Replace missing ADA Parking Sign
- Trail Head -*** 1. Install ADA compliant Parking Signs
- McKinney Park -*** 1. Install ADA compliant bathroom signs

Year 2 –

- Public Works -*** 1. Install knee guards on exposed plumbing under wall hung sinks
- Police Department-*** 1. Level access route so that joints are smooth
- Palatlakaha Park-*** 1. Install knee guards on exposed plumbing under wall hung sinks
- West Beach Park -*** 1. Install knee guards on exposed plumbing under wall hung sinks
- Boat Ramp Park -*** 1. Install knee guards on exposed plumbing under wall hung sinks
- Trail Head -*** 1. Install knee guards on exposed plumbing under wall hung sinks
- Water Front Park-*** 1. Install knee guards on exposed plumbing under wall hung sinks
- McKinney Park-*** 1. Install knee guards on exposed plumbing under wall hung sinks
- Clarence Bishop Memorial Field-*** 1. Install knee guards on exposed plumbing under wall hung sinks

Year 3 –

- Public Works -*** 1. Install ADA compliant handicap parking space to include striping, sign and access route
- Palatlakaha Park-*** 1. Install ADA compliant hard surface viewing pad with access route to field #5
2. Install ADA compliant water fountain

**THE CITY OF CLERMONT
TRANSITION PLAN CONTINUED**

Year 3 –

- West Beach Park -***
1. Install ADA compliant handicap parking space to include striping, sign and route
 2. Install ADA compliant access route to restrooms, picnic area, playground and dock
 3. Rework dock to bring it up to ADA compliance to include access

- Kehlor Park -***
1. Install ADA compliant handicap parking space to include striping, sign and access route
 2. Install ADA compliant access route to building and restrooms to include ramps and door openings.
 3. Install ADA compliant restrooms to include ADA compliant signs

- McKinney Park -***
1. Install ADA compliant handicap parking space to include striping, sign and access route
 2. Install ADA compliant access route to all facilities.

- Lake Felter Park-***
1. Install ADA compliant hard surface viewing pad with access route in bleacher area
 2. Install ADA compliant hard surface access route to playgrounds
 3. Install ADA compliant water fountain

- Hancock Park-***
1. Install ADA compliant water fountain

- Clarence Bishop
Memorial Field-***
1. Install ADA compliant handicap parking space to include striping, sign and access route
 2. Install ADA compliant hard surface access route to bathrooms and ADA compliant access route with ramps to covered bleacher area
 3. Install ADA compliant bathroom doors and bathroom signs

24 CFR PART 8
SELF EVALUATION - TRANSITION PLAN

LOCALITY NAME: CITY OF CLERMONT

A. List structures (facilities) in which programs and activities are conducted. (Particularly where public meetings are held)

B. Determine if there are physical barriers to program participation? YES or NO.

STRUCTURES	1. Access Route	2. Outside walks	3. Parking	4. Curb cuts	5. Ramps	6. Ext. doors	7. Int. doors	8. Elev.	9. Lifts	10. Rest- rooms	11. Fount- ains	12. Warn- signal	13. Assem- areas	14. Tele- phones	NEEDED CHANGES
City Hall	No	No	No	No	No	No	No	No	N/A	No	No	No	No	N/A	No Changes Needed
Public Works	Yes	No	Yes	Yes	Yes	No	No	N/A	N/A	Yes	Yes	Yes	No	N/A	1. Need ADA compliant parking space with access route 2. Need ADA compliant bathroom signs 3. Need knee protectors on bathroom sinks
Police Department	Yes	Yes	No	No	No	No	No	N/A	N/A	No	No	No	No	N/A	1. Need to level or grind uneven side walk access route
Fire Department #1	No	No	No	No	No	No	No	N/A	N/A	No	No	No	No	N/A	No Changes Needed
Fire Department #2	No	No	No	No	No	No	No	N/A	N/A	No	No	No	No	N/A	No Changes Needed
Fire Department #3	No	No	No	No	No	No	No	N/A	N/A	No	No	No	No	N/A	No Changes Needed
Utilities Department	No	No	No	No	No	No	No	N/A	N/A	No	No	No	No	N/A	No Changes Needed

24 CFR PART 8
SELF EVALUATION - TRANSITION PLAN
Page #2

LOCALITY NAME: CITY OF CLERMONT

A. List structures (facilities) in which programs and activities are conducted. (Particularly where public meetings are held)

B. Determine if there are physical barriers to program participation? YES or NO.

STRUCTURES	1. Access Route	2. Outside walks	3. Parking	4. Curb cuts	5. Ramps	6. Ext. doors	7. Int. doors	8. Elev.	9. Lifts	10. Toilets	11. Fount- ains	12. Warn- signal	13. Assem- areas	14. Tele- phones	NEEDED CHANGES
City Community Center	No	No	No	No	No	No	No	No	N/A	No	No	No	No	N/A	No Changes Needed
Highlander Building	No	No	No	No	No	No	No	N/A	N/A	No	No	No	No	N/A	No Changes Needed
West Park	No	No	No	No	No	No	No	N/A	N/A	No	No	No	No	N/A	No Changes Needed
Palatlakaha Park	Yes	No	No	No	No	No	No	N/A	N/A	Yes	Yes	No	No	N/A	1. Need hard surface viewing pad with access route field #5 2. Need ADA compliant water fountain 3. Need ADA compliant grab bars in bathrooms 4. Need knee guards on exposed plumbing under sinks
West Beach Park	Yes	Yes	Yes	Yes	No	No	No	N/A	N/A	No	No	No	No	N/A	1. Need ADA compliant parking space and access route 2. Need ADA compliant access route to restrooms, picnic area, playground and dock. 3. Dock needs to be ADA compliant 3. Need knee protectors on exposed plumbing under wall hung bathroom sinks

24 CFR PART 8
SELF EVALUATION - TRANSITION PLAN
Page #3

LOCALITY NAME: CITY OF CLERMONT

A. List structures (facilities) in which programs and activities are conducted. (Particularly where public meetings are held)

B. Determine if there are physical barriers to program participation? YES or NO.

STRUCTURES	1. Access Route	2. Outside walks	3. Parking	4. Curb cuts	5. Ramps	6. Ext. doors	7. Int. doors	8. Elev.	9. Lifts	10. Toilets	11. Fountains	12. Warning signal	13. Assembly areas	14. Telephones	NEEDED CHANGES
Boat Ramp Park	No	No	No	No	No	No	N/A	N/A	N/A	Yes	No	No	No	N/A	1. Need knee protectors on exposed plumbing under wall hung bathroom sinks
Historic Village	No	No	Yes	No	No	No	No	N/A	N/A	No	N/A	No	N/A	N/A	1. Need ADA compliant parking sign
Trail Head	No	No	Yes	No	No	No	No	N/A	N/A	No	N/A	No	N/A	N/A	1. Need ADA compliant parking signs 2. Need knee protectors on exposed plumbing under wall hung bathroom sinks
Kehlor Park	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A	N/A	Yes	N/A	Yes	Yes	N/A	1. Need ADA compliant parking to include signs 2. Need ADA compliant access route to include ramps. 3. Need ADA compliant bathrooms with signs.
Water Front Park	No	No	No	No	No	No	No	N/A	N/A	Yes	N/A	No	N/A	N/A	1. Need knee protectors on exposed plumbing under wall hung bathroom sinks
McKinney Park	Yes	Yes	Yes	N/A	N/A	No	No	N/A	N/A	Yes	Yes	Yes	Yes	N/A	1. Need ADA compliant parking space and access route 2. Need ADA compliant access route to all facilities 3. Needs ADA compliant bathroom signs 4. Need knee protectors on exposed plumbing under

C. The schedule for taking steps necessary to make needed changes:

Year 1 –

- Public Works -* 1. Install ADA compliant bathroom signs with Brail
- Palatlakaha Park-* 1. Additional grab bars in bathrooms as needed for ADA compliance
- Historic Village -* 1. Replace missing ADA Parking Sign
- Trail Head -* 1. Install ADA compliant Parking Signs
- McKinney Park -* 1. Install ADA compliant bathroom signs

Year 2 –

- Public Works -* 1. Install knee guards on exposed plumbing under wall hung sinks
- Police Department-* 1. Level access route so that joints are smooth
- Palatlakaha Park-* 1. Install knee guards on exposed plumbing under wall hung sinks
- West Beach Park -* 1. Install knee guards on exposed plumbing under wall hung sinks
- Boat Ramp Park -* 1. Install knee guards on exposed plumbing under wall hung sinks
- Trail Head -* 1. Install knee guards on exposed plumbing under wall hung sinks
- Water Front Park-* 1. Install knee guards on exposed plumbing under wall hung sinks
- McKinney Park-* 1. Install knee guards on exposed plumbing under wall hung sinks
- Clarence Bishop Memorial Field-* 1. Install knee guards on exposed plumbing under wall hung sinks

Year 3 –

- | | |
|---|--|
| <i>Public Works -</i> | 1. Install ADA compliant handicap parking space to include striping, sign and access route |
| <i>Palatlakaha Park-</i> | 1. Install ADA compliant hard surface viewing pad with access route to field #5
2. Install ADA compliant water fountain |
| <i>West Beach Park -</i> | 1. Install ADA compliant handicap parking space to include striping, sign and route
2. Install ADA compliant access route to restrooms, picnic area, playground and dock
3. Rework dock to bring it up to ADA compliance to include access |
| <i>Kehlor Park -</i> | 1. Install ADA compliant handicap parking space to include striping, sign and access route
2. Install ADA compliant access route to building and restrooms to include ramps and door openings.
3. Install ADA compliant restrooms to include ADA compliant signs |
| <i>McKinney Park -</i> | 1. Install ADA compliant handicap parking space to include striping, sign and access route
2. Install ADA compliant access route to all facilities. |
| <i>Lake Felter Park-</i> | 1. Install ADA compliant hard surface viewing pad with access route in bleacher area
2. Install ADA compliant hard surface access route to playgrounds
3.. Install ADA compliant water fountain |
| <i>Hancock Park-</i> | 1. Install ADA compliant water fountain |
| <i>Clarence Bishop Memorial Field-</i> | 1. Install ADA compliant handicap parking space to include striping, sign and access route
2. Install ADA compliant hard surface access route to bathrooms and ADA compliant access route with ramps to covered bleacher area
3. Install ADA compliant bathroom doors and bathroom signs |

D. The official responsible for implementation is: ADA Coordinator

E. The person(s) or groups with whose assistance the plan was developed: Fred Fox Enterprises, Inc

- F. This Transition Plan for complying with 24 CFR Part 8 was made public by:
1. Posting on City website.
 2. Making the public aware of its availability.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date			
Tuesday, July 22, 2014			
Agenda Item Name			
Lake Apopka Natural Gas Utility Easement			
Requested Action			
Move to grant easement			
Staff Report			
The City of Clermont desires to grant a non-exclusive utility easement across the northern boundary of the Clermont Community Center property. The easement is 10 feet wide and approximately 740 feet long. The proposed easement location has been reviewed by City staff including, Engineering, Public Works, Fire, Environmental Services, and Planning and Zoning for existing or future conflicts. No conflicts have been reported.			
Legal Impact			
The easement will be recorded.			
Additional Analysis			
Existing utility drainage and sign easements currently run with the property for water, sewer, and drainage, and signs. These existing easements are also attached.			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Lake Apopka Gas Easement	Lake Apopka Gas Easement.pdf	
2.	Aerial Sketch of Proposed New Easement	LANG City of Clermont easement aerial062714.pdf	
3.	Existing Easements Running with the Property	LANG Easement CityClermontRetirementResidence easmtagmt122112.pdf	

Record and Return to: Lake Apopka Natural Gas District 1320 Winter Garden-Vineland Road Winter Garden, Florida 34787	THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED BY ITS PARTIES. TITLE RESEARCH OR OTHER ASSURANCE OF TITLE WAS NEITHER REQUESTED FROM NOR PERFORMED.
---	--

NON-EXCLUSIVE UTILITY EASEMENT

THIS GRANT OF A NON-EXCLUSIVE UTILITY EASEMENT is made and entered into this _____ day of _____, 2014, by the CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 West Montrose Street, Clermont, Florida 34711 ("Grantor"), in favor of Lake Apopka Natural Gas District, a public body corporate organized and existing under the laws of the State of Florida, whose principal address is 1320 Winter Garden- Vineland Road (CR-535), Winter Garden, Florida, 34787, its successors and assigns ("Grantee") (The terms "Grantor" and "Grantee" include the singular or the plural as the context requires).

Background. Grantor is the owner of certain real property situate in Lake County, Florida, which is more particularly described in **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Grantor's Real Property"). Grantor desires to obtain natural gas service from Grantee, and, for that purpose, Grantor grants to Grantee this Non-Exclusive Utility Easement in, under and across certain real property (hereinafter referred to as the "Easement Area"), more particularly described as follows:

See attached Exhibit "B"

The Sketch of Description depicting the Easement Area is attached hereto and incorporated herein as **Exhibit "B"**. The width of the Easement Area shall be Six (6') on either side of the line as installed, for a total of Twelve Feet (12'). Grantee desires to obtain a perpetual, non-exclusive utility easement for the construction, maintenance and repair of utilities, together with ingress and egress under and across the Easement Area, and Grantor is willing to grant Grantee this utility easement for said purposes, subject to the terms and conditions set forth below:

Grant of Easement. In consideration of the covenants and obligations set forth herein and 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 transfers unto Grantee, its successors and assigns, a perpetual, non-exclusive utility easement for the construction, maintenance and repair of underground utilities and above ground meter and meter set, together with ingress and egress in, upon, over, under and across the Easement Area, more particularly described in Exhibit "B", attached hereto and incorporated herein, for the construction, installation, replacement, operation, maintenance or repair work related to Grantee's natural gas pipelines and appurtenant facilities (the "Facilities").

Use By Grantor.

(a). Grantor reserves the right and privilege to use the Easement Area in common with the Grantee for the limited purposes herein granted.

(b). Grantor agrees not to place permanent structures in the Easement Area.

(c). Grantor shall have the right to require the Easement Area be relocated. If instructed, Grantee shall, within sixty (60) days after receipt of written request from Grantor, relocate the Facilities to another mutually agreed upon location in Grantor's Parcel, provided that prior to the relocation of the Facilities: (1) Grantor pays to Grantee the full cost of the relocation of the Facilities; (2) Grantor shall execute and deliver to Grantee at no cost, a new easement in the same form as this easement; and (3) the Grantee shall execute such document or documents as Grantor may request to terminate and release the herein conveyed easement. Upon the completion of the relocation, the Easement herein shall be considered canceled as to the portion vacated by the relocation.

Maintenance. Grantor shall be responsible for maintaining the Easement Area pursuant to its normal/standard procedures. However, Grantee is responsible for repairing any damage whatsoever and of any nature caused directly or indirectly by Grantee, its employees, invitees, or agents, and restoring the Easement Area to no less than its condition and appearance immediately prior to construction, installation, replacement, maintenance or repair work. Grantee, further, agrees and acknowledges that Grantor is neither obligated to maintain the Easement Area in any particular condition, nor is Grantor obligated to repair any damage to the Easement Area, except damage caused by Grantor or Grantor's employees, invitees, or agents.

Indemnification of Grantor. Grantee and Grantor, to the extent provided and limited by Section 768.28, Florida Statutes, shall indemnify and hold harmless the other party, their successors and assigns from any claim, loss, liability, suit, demand or costs, including any attorneys fees incurred by indemnified party through trial and appellate level, on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the acts or omissions of a party in connection with the Facilities or the exercise of its rights to and in the Easement and/or Easement Area granted herein, unless the same shall be due to the sole negligence of the other party, its agents, employees or contractors, and provided that nothing herein is intended, nor shall anything herein be construed, to be a waiver of Grantee's sovereign immunity.

Insurance. Grantee shall maintain satisfactory insurance coverage (including without limitation, public liability coverage and contractual liability coverage and other coverages regularly maintained by companies in the business of constructing and operating natural gas transmission pipelines) for all risks associated with the easement granted in this Agreement.

Covenants Run with the Land. All rights, privileges, benefits and burdens created herein are covenants running with the land, and shall be binding upon and inuring to the benefit of Grantor, Grantee, and their respective assigns and successors in title. References to Grantor and Grantee shall include their respective successors in title.

Default. In the event of a default by either party hereunder and failure to cure such default within thirty (30) days after receipt of written notice thereof, the parties shall have all rights and remedies at law and equity including, without limitation, the rights to seek specific performance of the other party's obligations hereunder. The prevailing party shall be entitled to recover attorneys' fees and costs. Venue for any action shall be in Lake County, Florida.

Notice. Any written notice permitted or required shall be addressed to the intended recipient at its address set forth below. Either party may change the place for service of notice by sending to the other party a written notice in accordance herewith stating the change in such party's address. Notice shall be made by U.S. certified mail, return receipt requested, prepaid postage, or by courier service.

Grantor: City of Clermont
685 West Montrose Street
Clermont, Florida 34711

Grantee: Lake Apopka Natural Gas District
1320 Winter Garden-Vineland Road
Winter Garden, Florida 34787

Title. Grantor does hereby covenant that Grantor is lawfully seized and possessed of title to the Easement Area and that Grantor has good and lawful right to convey the easement granted in this Agreement. Grantor warrants that the Grantor's Real Property and the Easement Area are not the Grantor's homestead and are not adjacent to the Grantor's homestead. The Grantor is not a resident of the State of Florida.

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.

Individuals Benefited. The rights and privileges granted herein to Grantee and its successors in title may be used by and shall inure to the benefit of its officers, employees and agents.

Captions. The captions included herein are for reference only and should not be used in construing any of the terms hereof.

Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

Documentary Stamps. This easement is granted under the threat of a taking through the exercise by Grantee of its power of eminent domain and is therefore exempt from documentary stamp tax.

Counterparts. This easement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Grantor's signature hereon shall evidence the prior approval, if required, of any

mortgagee on the Grantor's real property.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above stated.

TWO WITNESSES REQUIRED

Signed in the presence of:

WITNESS: _____

Print Name: _____

WITNESS: _____

Print Name: _____

GRANTOR:

CITY OF CLERMONT, a Florida
municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The forgoing instrument was acknowledged before me this ____ day of _____, 2014 by _____, who upon his/her oath deposed and said that he/she is the _____ of **CITY OF CLERMONT**, a Florida municipal corporation, and that he/she is vested with full and plenary authority to execute the above and foregoing NON-EXCLUSIVE UTILITY EASEMENT. _____ is personally appeared before me, is personally known to me or has produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

TWO WITNESSES REQUIRED

Signed in the presence of:

WITNESS: _____
Print Name: _____
WITNESS: _____
Print Name: _____

GRANTEE

LAKE APOPKA NATURAL GAS DISTRICT, a public body corporate organized and existing under the laws of the State of Florida

By: _____
Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The forgoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, who is the _____ of **LAKE APOPKA NATURAL GAS DISTRICT**, a public body corporate organized and existing under the laws of the State of Florida. _____ is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

Exhibit "A"

PARCEL 1:

THAT PART OF TRACTS 33, 34, 47 & 48, MONTE VISTA PARK FARMS, SECTION 5, TOWNSHIP 23, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: BEGIN AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 AND THE NORTH LINE OF LEGENDS GOLF COURSE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGES 38 - 45, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N89°19'34"W, ALONG THE NORTH LINE OF SAID LEGENDS GOLF COURSE, 926.75 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N32°29'33"E, 589.95 FEET; THENCE N58°19'00"W, 194.65 FEET; THENCE N32°49'14"E, 48.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED WESTERLY AND HAVING A RADIUS OF 184.42 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°37'30", A DISTANCE OF 185.48 FEET TO THE POINT OF TANGENCY; THENCE N24°48'16"W, 283.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 134.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 121°09'55", A DISTANCE OF 285.40 FEET TO THE POINT OF TANGENCY; THENCE S83°37'57"E, 172.27 FEET TO THE AFORESAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE S24°47'33" E, ALONG SAID RIGHT OF WAY LINE, 994.30 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE S20°50'25"E, 384.37 FEET TO THE POINT OF BEGINNING.

LESS THOSE PORTION IN OFFICIAL RECORDS BOOK 2833, PAGE 2332, IN OFFICIAL RECORDS BOOK 2858, PAGE 274 AND IN OFFICIAL RECORDS BOOK 2952, PAGE 747, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 2

TRACTS 33, 34 AND 48 WEST OF HIGHWAY, TRACTS 37, 38, 39, 40, 41, 42, 43, 44, 47 AND 54 OF MONTE VISTA PARK FARMS IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PART OF TRACT 48, WESTERLY OF STATE ROAD 25 (U.S. HIGHWAY 27 - FORMERLY NO. 19) OF MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING WESTERLY OF THE SURVEY LINE OF STATE ROAD 25, SECTION 11200 AND WITHIN A STRAIGHT LINE TRANSITION OF 145 FEET AT STATION 1532 + 00 TO 112 FEET AT STATION 1537 + 00, SAID SURVEY LINE BEING DESCRIBED AND SAID STATIONS BEING LOCATED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST BOUNDARY OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LOCATED 1300.17 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE RUN SOUTH 26°52'00" EAST 28.21 FEET TO THE BEGINNING OF THIS PART OF SAID SURVEY LINE AT STATION 1532 + 00; THENCE NORTH 26°52'00" WEST 500 FEET TO THE END OF SAID SURVEY LINE AT STATION 1537+ 00.

LESS THOSE PORTION IN OFFICIAL RECORDS BOOK 2833, PAGE 2332, IN OFFICIAL RECORDS BOOK 2858, PAGE 274 AND IN OFFICIAL RECORDS BOOK 2952, PAGE 747, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS

THAT PART OF TRACTS 33, 34, 47 & 48, MONTE VISTA PARK FARMS, SECTION 5, TOWNSHIP 23, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS: BEGIN AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 AND THE NORTH LINE OF LEGENDS GOLF COURSE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGES 38 THROUGH 45, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N89°19'34"W. ALONG THE NORTH LINE OF SAID LEGENDS GOLF COURSE, 926.75 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N32°29'33"E, 589.95 FEET; THENCE N58°19'00"W, 194.65 FEET; THENCE N32°49'14"E, 48.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED WESTERLY AND HAVING A RADIUS OF 184.42 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°37'30", A DISTANCE OF 185.48 FEET TO THE POINT OF TANGENCY; THENCE N24°48'16"W, 283.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 134.96 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 121°09'55", A DISTANCE OF 285.40 FEET TO THE POINT OF TANGENCY; THENCE S83°37'57"E, 172.27 FEET TO THE AFORESAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE S24°47'33" E, ALONG SAID RIGHT OF WAY LINE, 994.30 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE S20°50'25"E, 384.37 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO BEING AN UNIDENTIFIED PORTION OF THE PLAT OF "MONTE VISTA PARK FARMS" AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF "TUSCANY VILLAGE - PHASE 1" AS RECORDED IN PLAT BOOK 64, PAGES 13 THROUGH 15, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID PLAT, N89°20'43"W, A DISTANCE OF 734.45 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID SOUTH BOUNDARY, S00°39'17"W, A DISTANCE OF 84.24 FEET; THENCE S44°20'43"E, A DISTANCE OF 224.08 FEET; THENCE S00°39'17"W, A DISTANCE OF 326.26 FEET; THENCE S45°39'17"W, A DISTANCE OF 117.94 FEET; THENCE N89°20'43"W, A DISTANCE OF 331.69 FEET; THENCE N00°39'17"E, A DISTANCE OF 652.35 FEET TO AFORESAID SOUTH BOUNDARY; THENCE ALONG SAID SOUTH BOUNDARY, S89°20'43"E, A DISTANCE OF 256.64 FEET TO THE POINT OF BEGINNING.

NON-EXCLUSIVE UTILITY EASEMENT

EXHIBIT "B"

The EASEMENT AREA

Sketches of Description Attached

A PARCEL OF LAND LYING IN THE S.E. 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF LOT 34 OF "MONTE VISTA PARK FARMS" AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.E. CORNER OF "TUSCANY VILLAGE - PHASE 1" AS RECORDED IN PLAT BOOK 64, PAGES 13 THROUGH 15 INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING ONE OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES); THENCE; THROUGH THE SOUTHWESTERLY RIGHT OF WAY LINE, S.24.48°56"E., A DISTANCE OF 11.08 FEET; THENCE; ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, S.24.48°56"E., A DISTANCE OF 171.86 FEET; THENCE; DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, N.99°20'43"W., A DISTANCE OF 171.86 FEET; THENCE; S.89°17'44"W., A DISTANCE OF 567.43 FEET TO A POINT ON THE EAST BOUNDARY OF LANDS DESCRIBED IN PLAT BOOK 64, PAGES 13 THROUGH 15 INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE; OFFICIAL RECORDS BOOK 4259, PAGE 993 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE; ALONG THE EAST BOUNDARY OF SAID LANDS, N.00°39'17"E., A DISTANCE OF 10.00 FEET; THENCE DEPARTING N.00°39'17"E., A DISTANCE OF 567.35 FEET TO A POINT ON THE EAST BOUNDARY OF SAID LANDS, N.89°47'44"E., A DISTANCE OF 167.17 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.17 ACRES, MORE OR LESS.

1. DATE OF SKETCH: MARCH 5, 2014.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE EAST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD-83, 2007 ADJUSTMENT.
5. ADDITIONS OR DELETIONS TO MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HERON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEGEND:

O.R. = OFFICIAL RECORDS OF LAKE COUNTY
 — = UNDERGROUND GAS LINE

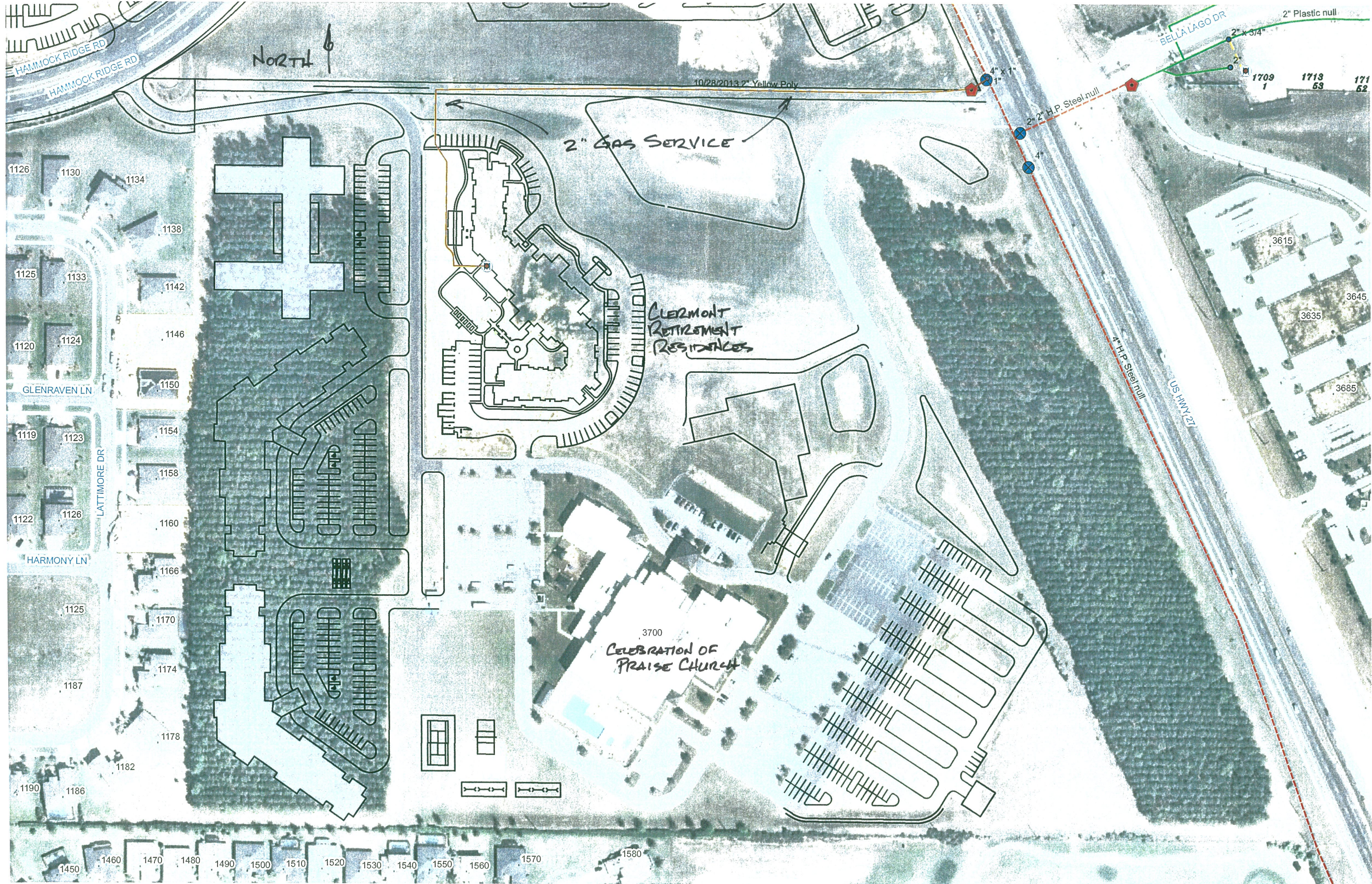
COPYRIGHT © MARCH, 2014

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

R.M. BARRINEAU
AND ASSOCIATES
 PROFESSIONAL SURVEYORS & MAPPERS
 Oakhurst Professional Park • 1309 S.E. 29th Loop • Suite 103 • Ocala, Florida 34477
 PHONE (352) 622-3133 • FAX (352) 369-3771 • www.rm.barrineau.com

REGINALD M. BARRINEAU, P.S.M., C.F.M. • CERTIFICATE OF AUTHORIZATION NO. 68 569
 CHRISTOPHER J. HATCHER, P.S.M., C.F.M. • NO. 68563 • TRAVIS P. BARRINEAU, P.S.M., NO. 68561
 UNIVERSITY SURVEYING INSTITUTE MEMBER

DRAWN:	K.L.J.	J.O.# 13124
REVISED:		DWG.#13124GAS_SK
CHECKED:	K.M.K.	OFFSITE GAS EASEMENT
APPROVED:	T.P.B.	X-REF: 11088-SK-ADDR
SCALE: 1" = 100'		SHEET 1 OF 1



THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Charles B. Costar, III, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801



ACCESS, UTILITY, DRAINAGE AND SIGN EASEMENT AGREEMENT

THIS ACCESS, UTILITY, DRAINAGE AND SIGN EASEMENT AGREEMENT ("Agreement"), is made and entered into this 21st day of December, 2012, by and between **CLERMONT RETIREMENT RESIDENCE LLC**, a Washington limited liability company, whose address is 2264 McGilchrist Street SE, Suite 210, Salem, Oregon 97302 ("**Grantee**"), and **Mike Green, Edwin Rodriguez and Waymon Miller, Trustees of the Local Board of Trustees of Church of God**, an unincorporated association, a/k/a **Celebration of Praise Church of God**, whose address is 3700 North Highway 27, Clermont, Florida 34711 ("**Grantor**").

RECITALS

WHEREAS, Grantor is the owner of a certain parcel of land located in Lake County, Florida, as is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Grantor Property**");

WHEREAS, Grantee is the owner of a certain parcel of land that Grantee purchased from Grantor and that is surrounded on the east, south and west by the Grantor Property and on the north by the real property of a third party, as is more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Grantee Property**");

WHEREAS, Grantee has requested and Grantor has agreed to grant to Grantee a non-exclusive, permanent access easement ("**Grantee Access Easement**") on, over and across that portion of the Grantor Property generally shown on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Grantee Access Easement Parcel**") for the benefit of the Grantee Property;

WHEREAS, Grantee has requested and Grantor has agreed to grant to Grantee non-exclusive, permanent utility easements (collectively "**Grantee Utility Easement**") under, over and across portions of the Grantor Property described in **Exhibit "D"** attached hereto and by this reference made a part hereof (collectively the "**Grantee Utility Easement Parcel**");

WHEREAS, Grantee has requested and Grantor has agreed to grant to Grantee a non-exclusive, permanent drainage easement ("**Grantee Drainage Easement**") under, over and across the portion of the Grantor Property described in **Exhibit "E"** attached hereto and by this reference made a part hereof (the "**Grantee Drainage Easement Parcel**");

WHEREAS, Grantee has requested and Grantor has agreed to grant to Grantee a non-exclusive, permanent utility easement for sewer ("**Grantee Sewer Utility Easement**"), including without limitation pipes and manholes under and across the portion of the Grantor Property

ORLDOCS 12442932 8

described in **Exhibit "F"** attached hereto and by this reference made a part hereof (collectively the "**Grantee Sewer Utility Easement Parcel**");

WHEREAS, Grantee has requested and Grantor has agreed to grant to Grantee a non-exclusive, permanent easement for the construction, placement, operation and maintenance of signs benefitting the Grantee Parcel (collectively "**Grantee Sign Easement**"), over and across portions of the Grantor Property described in **Exhibit "G"** attached hereto and by this reference made a part hereof (collectively the "**Grantee Sign Easement Parcels**");

WHEREAS, Grantor has requested and Grantee has agreed to grant to Grantor a non-exclusive, permanent utility easement for sewer ("**Grantor Sewer Utility Easement**") under and across the portion of the Grantee Property described in **Exhibit "H"** attached hereto and by this reference made a part hereof (the "**Grantor Sewer Utility Easement Parcel**");

WHEREAS, Grantor has requested and Grantee has agreed to grant to Grantor non-exclusive, permanent drainage easements (collectively "**Grantor Drainage Easement**") under, over and across the portions of the Grantee Property described in **Exhibit "I"** attached hereto and by this reference made a part hereof (collectively the "**Grantor Drainage Easement Parcels**"); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant to Grantee, non-exclusive, temporary construction easements over those parts of the Grantor Property reasonably necessary to permit Grantee to construct infrastructure to exist within the Grantee Utility Easement Parcel, and Grantee Drainage Easement Parcel and all other easement areas encumbering the Grantor Parcel granted to any utility provider that are intended to include utilities that will service the Grantee Property, all as more particularly set forth in this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct, form a material part of this Agreement and are incorporated herein by reference.

Section 2. Grant of Access Easement in favor of Grantee. Subject to the terms, conditions and limitations set forth herein, Grantor hereby grants to Grantee, for the benefit of the Grantee Property, a non-exclusive, permanent easement over the Access Easement Parcel (the "**Grantee Access Easement**"). The Access Easement shall be for the purpose of vehicular and pedestrian ingress and egress from and between the Grantee Property and Hammock Ridge Road to the west and U.S. 27 to the east, including without limitation during construction and/or maintenance of vertical improvements on the Grantee Property, construction vehicles and heavy equipment as is reasonably necessary for the convenience of Grantee, its agents, employees, tenants, invitees, licensees, guests of tenants, delivery, pick up and fire protection services, police protection and other authorities of law, United States mail carriers, representatives of utilities, refuse collectors, holders of mortgage liens on the Grantee Property and such persons as the Grantee may from time to time designate. The easement rights arising under the Grantee Access Easement include: (a) the right of perpetual ingress and egress to provide access, service and maintenance (to the extent Grantee has an obligation to perform maintenance or Grantor fails to satisfy its maintenance obligations), to (i) improvements on the Grantee Property whether now

existing or to be constructed or in the Grantee Access Easement Parcel and (ii) any utilities or drainage improvements for which Grantee has the obligation to maintain; (b) the right to clear the Grantee Access Easement Parcel of trees, limbs, undergrowth and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient operation and availability of the roads and other transportation related improvements within the Grantee Access Easement; and (c) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation and maintenance (to the extent Grantee has an obligation to perform maintenance or Grantor fails to satisfy its maintenance obligations) of such improvements and facilities and for the enjoyment and use of such easement for the purpose as described above. In the event Grantee is entitled to perform any repair or maintenance and does so, Grantee shall restore the surface of the Grantor Property to substantially the same or better condition than the condition of the Grantor Property before any repair or maintenance performed by Grantee at Grantee's sole cost and expense. No buildings, structures, or obstacles which shall interfere with, or make unreasonably difficult, the exercise of the easement rights granted herein, shall be located, constructed, excavated or created within the Grantee Access Easement Area. The foregoing shall not prohibit the construction and maintenance of paving, curbing, sidewalks, landscaping, or the installation, maintenance and operation of other utilities, within the Grantee Access Easement Area.

Grantor shall be solely responsible for the maintenance and repair of the Access Easement Parcel and all pavement therein at Grantor's expense. In addition, as owner of the Grantor Property, Grantor shall maintain (i) the Access Easement Parcel, (ii) up to the lesser of (a) twenty-five (25) feet beyond the outside boundaries of the Access Easement Parcel along the entire length of the Access Easement Parcel or (b) the area between the outside boundaries of the Access Easement Parcel and the closest property line separating the Access Easement Parcel from another parcel of real property not owned by the Grantor along the entire length of the Access Easement Parcel (the "**Access Easement Parcel Maintenance Area**") and (c) that part of the strip of land within twenty-five (25) feet of the north and east boundaries of the Grantor Property that is not part of the Access Easement Parcel, all in a good condition consistent with paved driveways serving commercial developments in the City of Clermont, Florida, ordinary wear and tear excepted. Notwithstanding the foregoing, Grantee shall contribute ("**Access Easement Maintenance Contribution**") twelve (12%) percent of the reasonable costs incurred by Grantor (i) to repave the Access Easement Parcel; provided such re-pavement is not performed sooner than eight (8) years after this Agreement is recorded and no more frequently than once every fifteen (15) years thereafter, or (ii) in the event of a reasonably necessary repair caused by a sinkhole or erosion, provided the sinkhole or erosion was not a result of a lack of maintenance of the Access Easement Area. Grantee's Access Easement Maintenance Contribution toward repaving shall not be due to Grantor until thirty (30) days after Grantee has received documentation reasonably acceptable to Grantee confirming that the costs for which Grantor is seeking reimbursement were actually incurred by Grantor to repave the Access Easement Parcel and the repaving has been completed.

Section 3. Grant of Utility Easement in favor of Grantee. Subject to the terms, conditions and limitations set forth herein, Grantor hereby grants to Grantee, for the benefit of the Grantee Property, a non-exclusive, easement over, under, across and through the Grantee Utility Easement Parcel (the "**Grantee Utility Easement**"). The Grantee Utility Easement shall be for the purpose of allowing the installation and operation by Grantee or third parties of underground utilities and other similar services, including but not limited to, sewer, potable water, reclaimed

water, electric, gas, cable, fire protection and telecommunication services and related infrastructure on the Grantee Utility Easement Parcel. The right to install and operate underground utilities within the Grantee Utility Easement to provide utility services to the Grantee Property shall be perpetual, unless a separate, perpetual easement in favor of an individual utility securing permanent utility service to the Grantee Property is granted and recorded in the Public Records of Lake County, Florida. In that event, the Grantee Utility Easement under this Agreement applicable to that specific utility, including without limitation all rights and liabilities hereunder with respect to the applicable part of the Grantee Utility Easement, shall terminate consistent with the terms of Section 15 of this Agreement. Grantor acknowledges that some of the infrastructure related to utilities permitted to be installed and operated in the Grantee Utility Easement Parcel may be above ground, including without limitation, risers, markers, valves and backflow preventers, and Grantor expressly permits the same. The easement rights arising under the foregoing grant of the Grantee's Utility Easement include: (a) the right of ingress and egress to patrol, inspect, alter, improve, construct, rebuild, relocate, remove and provide access and service to the utility-related improvements within the Grantee Utility Easement Parcel; (b) the right to clear the Grantee Utility Easement Parcel of trees, limbs, undergrowth and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation or operation of such facilities; and (c) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation and maintenance (to the extent Grantor fails to satisfy its maintenance obligations) of the above-described facilities and for the enjoyment and use of such easement for the purposes described above. In the event Grantee is entitled to perform any repair or maintenance and does so, Grantee shall restore the surface of the Grantor Property to substantially the same or better condition than the condition of the Grantor Property before any repair or maintenance performed by Grantee at Grantee's sole cost and expense. No buildings, structures, or obstacles which shall interfere with, or make unreasonably difficult, the exercise of the easement rights granted herein, shall be located, constructed, excavated or created within the Grantee Utility Easement Parcel. The foregoing shall not prohibit the construction and maintenance of paving, curbing, sidewalks, landscaping, or the installation, maintenance and operation of other utilities, within the Grantee Utility Easement Parcel.

Grantor shall be solely responsible for the maintenance and repair of the Grantee Utility Easement and all utility improvements therein. Grantee shall contribute twelve (12%) percent of the reasonable costs incurred by Grantor to maintain and repair the Grantee Utility Easement and all utility improvements therein; provided however Grantee's obligation to contribute such percentage is not due more frequently than one (1) time per year (in 12 monthly intervals) and until thirty (30) days after Grantee has received documentation reasonably acceptable to Grantor confirming that the costs for which Grantor is seeking reimbursement were actually incurred by Grantor for maintenance and/or repair of the Grantee Utility Easement and all utility improvements therein.

Section 4. Grant of Drainage Easement in favor of Grantee. Subject to the terms, conditions and limitations set forth herein, Grantor hereby grants the Grantee, for the benefit of the Grantee Property, a non-exclusive, permanent easement over, under, across and through the Grantee Drainage Easement Parcel (the "**Grantee Drainage Easement**"). The Grantee Drainage Easement shall be for the purpose of the conveyance, transfer, collection and storage of surface water and stormwater from the Grantee Property. The easement rights arising under the foregoing grant of the Grantee Drainage Easement include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, rebuild, relocate, remove and provide access and service

to the pipes and other infrastructure within the Grantee Drainage Easement Parcel; (b) the right to clear the Grantee Drainage Easement Parcel of trees, limbs, undergrowth and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation or operation of such facilities; and (c) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation and maintenance (to the extent Grantee has an obligation to perform maintenance or Grantor fails to satisfy its maintenance obligations) of the above-described facilities and for the enjoyment and use of such easement for the purposes described above. In the event Grantee is entitled to perform any repair or maintenance and does so, Grantee shall restore the surface of the Grantor Property to substantially the same or better condition than the condition of the Grantor Property before any repair or maintenance performed by Grantee at Grantee's sole cost and expense. No buildings, structures, or obstacles which shall interfere with, or make unreasonably difficult, the exercise of the easement rights granted herein, shall be located, constructed, excavated or created within the Grantee Drainage Easement Parcel. The foregoing shall not prohibit the construction or maintenance of other drainage-related utilities within the Grantee Drainage Easement Parcel.

Grantee shall maintain at Grantee's sole cost and expense the single drainage pipe, mitered end section and diverter within the Grantee Drainage Easement Parcel and erosion, if any, around the mitered end section caused by drainage from the Grantee Property in accordance with the terms of the Environmental Resource Permit No.: 40-069-88315-4 issued by the St. Johns River Water Management District (the "**Permit**"). Notwithstanding the foregoing, Grantor shall continue to be the "Permitee" on the Permit. Grantee shall have no additional obligations to maintain or contribute to the cost of maintaining any other part of the surface water and storm water system on the Grantor Parcel.

Section 5. Grant of Permanent Sewer Easement in favor of Grantee. Subject to the terms, conditions and limitations set forth herein, Grantor hereby grants to Grantee, for the benefit of the Grantee Property, non-exclusive, permanent easement under, across and through the Grantee Sewer Easement Parcel (the "**Grantee Sewer Easement**"). The Grantee Sewer Easement shall be for the purpose of installing sewer-related infrastructure within the Grantee Sewer Easement Parcel on the Grantor Property for transmission of sewage from the Grantee Property ultimately to public sewer utilities operated and maintained by the City of Clermont, Florida, its successors and/or assigns. The easement rights arising under the foregoing grant of the Grantee Sewer Easement include: (a) the right, in the event Grantor failed to maintain the Grantee Sewer Easement Parcel as required in this Section 5, of egress and ingress to inspect, repair, maintain and provide access and service to the sewer-related facilities within the Grantee Sewer Easement Parcel; and (b) all the rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance (to the extent Grantor fails to satisfy its maintenance obligations) of the above-described sewer-related facilities and for the enjoyment and use of such easement for the purposes described above. In the event Grantee is entitled to perform any repair or maintenance and does so, Grantee shall restore the surface of the Grantor Property to substantially the same or better condition than the condition of the Grantor Property before any repair or maintenance performed by Grantee. Further, Grantee shall not dispose of any materials or substances that constitute "hazardous materials" or "hazardous substances" under any Federal, State or local law. In the event any sewer-related infrastructure on the Grantor Property is damaged or precluded from properly functioning as a result of Grantee's violation of the prior sentence, Grantee shall be solely responsible for, without limitation, all costs and expenses of maintenance, repair and/or replacement incurred by Grantor. A part of the Grantee Sewer

Easement Parcel includes paved asphalt and curbs. Grantee may cut into and otherwise disturb the paved asphalt and curbs as part of exercising Grantee's rights under the Grantee Sewer Easement; provided however that Grantee restores the paved asphalt and curbs to substantially the same condition that existed before any work by Grantee.

Grantor shall be responsible for performing maintenance of the sewer related infrastructure within the Grantee Sewer Easement Parcel and Grantee Sewer Easement. Grantee shall contribute toward the cost of such maintenance when maintenance is necessary based upon a formula, the numerator of which shall be the aggregate quantity of sewage generated from the Grantee Property for the immediately preceding twelve (12) months; the denominator of which shall be the aggregate amount of sewage generated from the Grantor Property and Grantee Property for the immediately preceding twelve (12) months, all as reported and/or made available by the City of Clermont, Florida. Grantor and Grantee acknowledge and agree that the City of Clermont, Florida may calculate the quantity of sewage generated from the Grantor Property and Grantee Property based upon a percentage of potable water used by the Grantor Property and Grantee Property as measured by water meters utilized by the then current provider of potable water to the Grantor Property and Grantee Property, currently Lake Utility Services, Inc. In the event that maintenance is required before the first twelve (12) months following Grantee's receipt of a Certificate of Occupancy for the improvements build on the Grantee Property, the period of time applicable to the numerator and denominator in the above referenced formula shall be limited to the number of complete months since Grantee's receipt of a Certificate of Occupancy. Notwithstanding the forgoing, Grantee's reimbursement due Grantor shall not be due until thirty (30) days after Grantee has received documentation reasonably acceptable to Grantee confirming that the costs for which Grantor is seeking reimbursement were actually incurred by Grantor for maintenance of the sewer related infrastructure within the Grantee Sewer Easement Parcel and Grantee Sewer Easement. The balance of the costs incurred to maintain the Grantee Sewer Easement Parcel and Grantee Sewer Easement shall be paid by the then current owner(s) of the Grantor Property.

Section 6. Intentionally Omitted.

Section 7. Grant of Temporary Construction Easement in favor of Grantee.

Subject to the terms, conditions and limitations set forth herein, Grantor hereby grants to Grantee, for the benefit of the Grantee Property, a non-exclusive, construction easement over, under and through those parts of the Grantor Property (i) reasonably necessary to permit Grantee to construct infrastructure to exist within the Grantee Utility Easement Parcel, Grantee Drainage Easement Parcel, Grantee Sign Easement Parcels and all other easement areas encumbering the Grantor Parcel granted to any utility provider that are intended to include utilities that will service the Grantee Property and (ii) reasonably necessary to Grantee to construct sewer and water utilities that in part serve the Grantor Property. The scope of this construction easement includes the right of Grantee to erect construction related barriers such as silt fences and construction fences, provided none prohibit use of the church related buildings or any paved surfaces on the Grantor Property. The scope of this easement is also blanket in nature. Grantee shall not use the entrance to the Grantor Property at U.S. Highway 27 for construction traffic without the prior written or verbal consent of Grantor, not to be unreasonably withheld, conditioned or delayed. Grantee shall be entitled to rely on the following representatives of Grantor for purposes of obtaining consent for construction traffic to us the entrance at U.S. Highway 27: Bishop Chris Dutruch, Pastor H.P. Anderson and Pastor Dan Heard, or then serving senior pastor or head church administrator. This easement shall terminate upon the earlier of (i) completion by Grantee

of the last of the infrastructure to be constructed within the Grantee Easement Parcels and easement areas granted to any utility provider that are intended to include utilities that will service the Grantee Property, but for purposes of this subsection 7 (i) no later than issuance by the City of Clermont, Florida, of a certificate of occupancy for improvements to be constructed by Grantee on the Grantee Property, or (ii) seven (7) years from the date that this Agreement is recorded in the Public Records of Lake County, Florida. To the greatest extent possible taking into consideration the improvements permitted pursuant to this Agreement and constructed by Grantee, upon completion of construction, Grantee shall restore the surface of the Grantor Property to substantially the same or better condition than the condition of the Grantor Property before any construction by Grantee. Notwithstanding the foregoing or anything herein to the contrary, termination of the construction easements described herein shall not affect the easements granted to Grantee for maintenance and repair of infrastructure within the Grantee Easement Parcels, to the extent any such maintenance or repair may include construction.

Section 8. Grant of Sewer Utility Easement in favor of Grantor. Subject to the terms, conditions and limitations set forth herein, Grantee hereby grants to Grantor, for the benefit of the Grantor Property, a non-exclusive, permanent easement under, across and through the Grantor Sewer Utility Easement Parcel (the "**Grantor Sewer Utility Easement**"). The Grantor Sewer Utility Easement shall be for the purpose of allowing Grantor to utilize sewer infrastructure installed by Grantee on the Grantee Property and within the Grantor Sewer Utility Easement Parcel for transmission of sewage from the Grantor Property ultimately to public sewer utilities operated and maintained by the City of Clermont, Florida, its successors and/or assigns. The easement rights arising under the foregoing grant of the Grantor Sewer Utility Easement include: (a) the right, in the event Grantee fails to maintain the Grantor Sewer Utility Easement Parcel as required in this Section 7, of ingress and egress to inspect, repair, maintain and provide access and service to the sewer-related facilities within the Grantor Sewer Utility Easement Parcel; and (b) all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance (to the extent Grantee fails to satisfy its maintenance obligations) of the above-described sewer-related facilities and for the enjoyment and use of such easement for the purposes described above. In the event Grantor is entitled to perform any repair or maintenance and does so, Grantor shall restore the surface of the Grantee Property to substantially the same or better condition than the condition of the Grantee Property before any repair or maintenance performed by Grantor. Further, Grantor shall not dispose of any materials or substances that constitute "hazardous materials" or "hazardous substances" under any federal, state or local law. In the event any sewer-related infrastructure on the Grantee Property is damaged or precluded from properly functioning as a result of Grantor's violation of the prior sentence, Grantor shall be solely responsible for, without limitation, all costs and expenses of maintenance, repair and/or replacement incurred by Grantee.

Grantee shall be responsible for performing maintenance of the sewer related infrastructure within the Grantor Sewer Easement Parcel and Grantor Sewer Easement. Grantor shall contribute toward the cost of such maintenance when maintenance is necessary based upon a formula, the numerator of which shall be the aggregate quantity of sewage generated from the Grantor Property for the immediately preceding twelve (12) months; the denominator of which shall be the aggregate amount of sewage generated from the Grantor Property and Grantee Property for the immediately preceding twelve (12) months, all as reported and/or made available by the City of Clermont, Florida. Grantor and Grantee acknowledge and agree that the City of Clermont, Florida may calculate the quantity of sewage generated from the Grantor Property and Grantee Property based upon a percentage of potable water used by the Grantor

Property and Grantee Property as measured by water meters utilized by the then current provider of potable water to the Grantor Property and Grantee Property, currently Lake Utility Services, Inc. In the event that maintenance is required before the first twelve (12) months following Grantee's receipt of a Certificate of Occupancy, the period of time applicable to the numerator and denominator in the above referenced formula shall be limited to the number of complete months since Grantee's receipt of a Certificate of Occupancy. Notwithstanding the forgoing, Grantor's reimbursement due Grantee shall not be due until thirty (30) days after Grantor has received documentation reasonably acceptable to Grantor confirming that the costs for which Grantee is seeking reimbursement were actually incurred by Grantee to maintain sewer related infrastructure within the Grantor Sewer Easement Parcel and Grantor Sewer Easement. After Grantee has received a Certificate of Occupancy, the balance of the costs incurred to maintain the Grantor Sewer Easement Parcel and Grantor Sewer Easement shall be paid by the then current owner(s) of the Grantee Property.

Section 9. Grant of Drainage Easements in favor of Grantor. Subject to the terms, conditions and limitations set forth herein, Grantee hereby grants to Grantor, for the benefit of the Grantor Property, non-exclusive, permanent easements over, under, across and through the Grantor Drainage Easement Parcels for the transmission and conveyance of surface water and stormwater from the Grantor Property to accommodate development of the Grantor Property existing as of the date of this Agreement (for clarification, excluding the Grantee Property). The easement rights arising under the foregoing grant of the Grantor Drainage Easement include: (a) the right of perpetual ingress and egress to patrol and inspect, the drainage facilities within the Grantor Drainage Easement Parcel; (b) the right to clear the Grantor Drainage Easement Parcel of trees, limbs, undergrowth and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantor, endanger or interfere with the safe and efficient operation or maintenance of such facilities; and (c) all other rights and privileges reasonably necessary or convenient for the safe and efficient operation and maintenance of the above-described drainage facilities and for the enjoyment and use of such easement for the purposes described above. In the event Grantor is entitled to perform any repair or maintenance and does so, Grantor shall restore the surface of the Grantee Property to substantially the same or better condition than the condition of the Grantee Property before any repair or maintenance performed by Grantor at Grantor's sole cost and expense. No buildings, structures, or obstacles which shall interfere with, or make unreasonably difficult, the exercise of the easement rights granted herein, shall be located, constructed, excavated or created within the Grantor Drainage Easement Parcel. The foregoing shall not prohibit the construction or maintenance of landscaping or the installation, maintenance and operation of other utilities within the Grantor Drainage Easement Parcel.

Maintenance of the Grantor Drainage Easement Parcels and all drainage related improvements therein shall be the sole responsibility of the Grantor at the sole cost and expense of Grantor without reimbursement from Grantee.

Section 10. Intentionally Omitted.

Section 11. Grant of Sign Easement in favor of Grantee. Subject to the terms, conditions and limitations set forth herein, Grantor hereby grants to the Grantee, for the benefit of the Grantee Property, a non-exclusive, permanent easement over, under, across and through the Grantee Sign Easement Parcels (collectively the "**Grantee Sign Easement**"). Grantor and Grantee agree to maximize the copy space permitted by the City of Clermont, Florida of all signs

within the Grantee Sign Easement and agree to pursue a variance(s) from the City of Clermont, Florida, to permit the maximum number of signs and maximum signage copy space possible within the Grantee Sign Easement Parcels. As long as the Grantor Property after the date of this Agreement is not owned in part by more than two owners, the owner(s) of the Grantor Property shall be entitled collectively to use up to an aggregate amount of two-thirds of the maximum signage copy space permitted by the City of Clermont's Code of Ordinances and any variance increasing permitted copy spaced (collectively "Copy Space") on each of the signs within the Grantee Sign Easement and Grantee shall be entitled to use a maximum amount of one-third of the Copy Space on each of the signs within the Grantee Sign Easement. In the event after the date of this Agreement that the Grantor Property is owned in part by three or more owners and there are at least three owners of the Grantor Property sharing the Copy Space on any one of the signs within the Grantee Sign Easement, the owners of the Grantor Property shall be entitled collectively to use up to an aggregate amount of three-quarters of the Copy Space on each of the signs within the Grantee Sign Easement and Grantee shall be entitled to use a maximum amount of one-quarter of the Copy Space on each of the signs within the Grantee Sign Easement. Once after the date of this Agreement that the Grantor Property is owned in part by three or more owners sharing the Copy Space on any one of the signs within the Grantee Sign Easement, the Grantor Property shall be considered for purposes of this Section 11 to always be owned in part by three or more owners who are sharing said Copy Space. In no event shall Grantee's entitlement to use of the Copy Space on each of the signs within the Grantee Sign Easement be less than twenty-five percent of said Copy Space. The Grantee Sign Easement shall be for the purpose of the construction, placement, maintenance and alteration of content of signs acceptable to Grantee in Grantee's sole and absolute discretion subject to the size restrictions described above, and all related infrastructure including electricity and lighting, within each of the Grantee Sign Easement Parcels for the benefit of the Grantee Parcel. Grantee shall determine the layout, appearance and content of those parts of the signs for Grantee in Grantee's sole and absolute discretion, subject to the size restrictions described above and compliance with applicable provisions of the City of Clermont's Code of Ordinances and permitting requirements. The easement rights arising under the foregoing grant of the Grantee Sign Easement include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, rebuild, remove, alter the content and provide access and service to the signs and all infrastructure serving the signs (e.g. electrical wires and lighting) within the Grantee Sign Easement Parcel; (b) the right to clear the Grantee Sign Easement Parcels of trees, limbs, undergrowth and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation or operation of such facilities; and (c) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation and maintenance of the above-described facilities and for the enjoyment and use of such easement for the purposes described above. No buildings, structures, or obstacles which shall interfere with, or make unreasonably difficult, the exercise of the easement rights granted herein, shall be located, constructed, excavated or created within the Grantee Sign Easement Parcels.

Grantor shall be solely responsible for maintenance of the signs and all electrical and lighting infrastructure servicing the signs within the Grantee Sign Easement Parcels. Grantee shall contribute a percentage of the reasonable costs incurred by Grantor to maintain and repair such signs equal in amount to the then current percentage of the Copy Space that Grantee is entitled to use; provided however Grantee's obligation to contribute such percentage is not due until thirty (30) days after Grantee has received documentation reasonably acceptable to Grantee confirming that the costs for which Grantor is seeking reimbursement were actually incurred by

Grantor for maintenance and/or repair of the signs.

Section 12. Insurance. Grantee, at all times during the construction by or on behalf of the Grantee of the improvements on the Grantee Utility Easement Parcel, Grantee Drainage Easement Parcel and Grantee Temporary Sewer Easement Parcel permitted by this Agreement 1) shall cause its contractor to possess worker's compensation insurance in the amount of the Florida Statutory Limit; and 2) shall possess general liability insurance in the amount of at least \$1,000,000. All such liability insurance shall be maintained throughout the course of the construction of the improvements permitted by this Agreement and for a period of time thereafter as required by the Grantor in order to protect the Grantor from any covered liability, claims, damages, losses or expenses arising from or out of in any way connected with construction of said improvements. Grantor shall be listed as an additional insured on the general liability policy. In addition, Grantor and Grantee shall each provide liability insurance coverage insuring each of their uses of the easements insuring to their respective benefit in a coverage amount of not less than \$1,000,000.00 per occurrence, with each other named as additional insureds. This requirement may be met by a general liability insurance policy providing coverage for each of their respective parcels.

Section 13. Non-Exclusive Easements. The Easements are non-exclusive, and Grantor and Grantee specifically reserve for themselves and their respective successors, assigns, agents, employees, tenants, invitees, licensees, guests, contractors and subcontractors the right to use the Easement Parcels encumbering their respective properties for any and all purposes so long as such use does not unreasonably interfere with the other's use of the Easement Parcels as contemplated under this Agreement. Grantor and Grantee further specifically reserve the right and privilege at any time and from time to time to make further grants, easements, licenses, and privileges to other persons or entities, over, under, upon and with respect to the Easement Parcels encumbering their respective properties, so long as the foregoing will not unreasonably interfere with the right of the other to use the applicable Easement Parcels for the purposes and in the manner herein described. Such further granting of easements, licenses and privileges with respect to any of the Easement Parcels shall not require the consent of the other party. Each party shall use the rights granted and reserved by this Agreement with due regard to the rights of the other party to use and enjoy the Easement Parcels.

Section 14. Cooperation by Grantor and Grantee. Grantor and Grantee shall cooperate in good faith with Grantee's construction of infrastructure within the Easement Parcels, including without limitation by Grantor signing and returning to Grantee all consents and authorizations required to be submitted to any governmental or quasi-governmental authority to obtain permits necessary to perform such construction within a reasonable time of Grantee's request for the same, not to exceed ten (10) calendar days. In addition, in the event Grantor and Grantee request the other for any additional documentation from either to confirm termination of any of the temporary easements described in this Agreement, Grantor and Grantee shall reasonably cooperate with one another by executing and returning to the requesting party such instrument within a reasonable time, not to exceed ten (10) calendar days from such request. In the event it ever becomes necessary for Grantor or Grantee to exercise self-help or otherwise perform an obligation allocated to the other party under the terms of this Agreement, Grantor and Grantee shall reasonably cooperate with one another so that the obligation is ultimately performed, without waiving any other rights or remedies of the performing party.

Section 15. Conveyance to City of Clermont/Third Party Utility Providers.

Grantor and Grantee may convey to the City of Clermont, Florida, or other third-party utility provider, utility easements to replace those utility easements being granted by Grantor and Grantee to each other provided that such easements shall be non-exclusive and perpetual, the applicable utility infrastructure is conveyed to the City and/or third-party utility provider along with the easement and the terms of such easement are no more burdensome or restrictive to the party benefitting from the easement (Grantor and Grantee) in the reasonable discretion of said benefitting party. As an additional condition precedent to such conveyances, the granting party shall cause its lender, if any, to join in and consent to all such conveyances of infrastructure and grants of easements. Upon such conveyance of infrastructure and grant of easements by Grantee and Grantor to the City of Clermont, Florida or other third party utility provider, as applicable, that part of this Agreement granting and otherwise applicable to the Grantee Utility Easement, Grantee Utility Easement Parcel, Grantee Sewer Utility Easement, Grantee Sewer Utility Easement Parcel, Grantor Sewer Utility Easement and Grantor Sewer Utility Easement Parcel shall terminate and no longer be enforceable under this Agreement, provided however, the termination of the Grantee Utility Easement shall be limited to the specific utility that is the subject of a utility easement in favor of the City of Clermont, Florida or other third party utility provider. Recording in the Public Records of Lake County, Florida of easements in favor of the City of Clermont, Florida or third parties for utility services contemplated in this Agreement shall serve as conclusive proof pursuant to this Section of the Agreement that the applicable easement (in part if applicable) in this Agreement has been terminated. Notwithstanding the immediately preceding sentence, in the event required by Grantee, by Grantor or by any lender to Grantee or Grantor, any contract purchaser of the Grantee Property or Grantor Property or its lender (respectively), the City of Clermont, Florida, any other third party utility provider, or any title insurance agent or company, Grantee and Grantor, as applicable, shall execute, and shall cause their respective then current lenders to execute and deliver to Grantee or Grantor, as applicable, for recording in the public records of Lake County, Florida a separate document(s) terminating the applicable easement(s) and releasing the applicable easement parcel(s) from the terms of this Agreement, all within a reasonable time not to exceed thirty (30) days from the date of a request.

Section 16. Binding Effect. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective heirs, representatives, successors, assigns, licensees, invitees, employees, tenants, lessees, agents, customers, guests and mortgagees. The benefits and burdens hereof shall run with the fee title to the lands herein described and be appurtenant thereto.

Section 17. Amendment. This Agreement may be amended or modified at any time only by an agreement in writing mutually agreed to, executed and acknowledged by Grantor and Grantee, or their successors or assigns in title, and thereafter duly recorded in the Public Records of Lake County, Florida.

Section 18. Applicable Law. This Agreement shall be construed and governed in accordance with the laws of the State of Florida, with venue in Lake County, Florida.

Section 19. Captions. The paragraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof.

Section 20. Enforcement; Remedies and Attorneys' Fees. In the event either party fails to comply with any term, provision or condition of this Agreement, then such party shall be in default of this Agreement. If such party fails to correct any such default within thirty (30) calendar days after receiving written notice from the other party of such default, or has not begun to diligently cure such default, then the non-defaulting party shall have the following remedies: (i) bring an action for damages and/or specific performance, or seek any other remedy in law or in equity; (ii) grant additional time to cure such default; or (iii) use self-help to cure such default. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of its costs reasonable attorneys' and paralegals' fees and costs, together with such other costs and expenses as the court deems appropriate.

Section 21. Remedies for Failure to Maintain or Pay.

(a) **To Maintain:** If a party obligated to maintain an easement or easement parcel (or repair or replace damaged improvements within the easement or, easement parcel or property within which the easement or easement parcel is located (i.e. Grantor Property or Grantee Property, as applicable)) pursuant to the terms of this Agreement ("**Defaulting Party**") (i) fails to maintain any easement or easement parcel (or repair or replace damaged improvements within the easement or, easement parcel or property within which the easement or easement parcel is located (i.e. Grantor Property or Grantee Property, as applicable)) it is required to maintain under this Agreement, and does not cure such failure within thirty (30) calendar days of written notice from a party that is not obligated to maintain an easement or easement parcel (or repair or replace damaged improvements within the easement or, easement parcel or property within which the easement or easement parcel is located (i.e. Grantor Property or Grantee Property, as applicable)) under this Agreement ("**Performing Party**") and (ii) such failure interferes with the Performing Party's use of the easement or easement parcel, the Performing Party may cause such maintenance to be performed in which case the Performing Party shall, in addition to all other remedies, have a lien on the Defaulting Party's property to permit the recovery of the maintenance costs incurred by the Performing Party, together with a reimbursement for reasonable overhead expenses of ten percent (10%) of such maintenance costs, interest at the maximum rate allowed by law, costs and attorneys' fees incurred by the Performing Party in enforcing the lien or recovering the amount due it. In the event that a Defaulting Party fails to pay the amount owed under this Agreement to a Performing Party, and does not cure such failure within fifteen (15) calendar days of written notice from the Performing Party to whom the amount is owed, the Performing Party shall, in addition to all other remedies, have a lien on the Defaulting Party's parcel upon recording a claim of lien in the Public Records of Lake County Florida, to permit the recovery of the amount owed to the Performing Party, together with a reimbursement for reasonable overhead expenses of ten percent (10%) of such construction costs, interest at the maximum rate allowed by law, costs and attorneys' fees incurred by the Performing Party in enforcing the lien or recovering the amount due it. Any lien arising out of this Section 21 will be junior and inferior to any first mortgage, including any subsequent mortgage granted to a subsequent lender in replacement of the first mortgage, on the Defaulting Party's property held by a bank, savings and loan, insurance company or similar institutional lender ("**Lender**") recorded prior to the date that the Performing Party records a claim of lien in the Public Records of Lake County, Florida. Such lien may be foreclosed in the manner permitted for the foreclosure of mortgages. A Lender shall have no personal liability for unpaid obligations of the Defaulting Party. A Performing Party performing the obligations of a Defaulting Party pursuant to this section shall have a temporary access and construction easement over the Defaulting Party's property, and the right to use any Easements granted under

this Agreement to the Defaulting Party (subject to any limitations on or obligations concerning the use of such Easements set forth in this Agreement), to permit the Performing Party to exercise its rights under such sections. Such temporary access and construction easement is for the sole benefit of the Performing Party and its contractors, for use in conjunction with the Performing Party's exercise of rights under this section, and shall terminate immediately following such exercise of rights. The remedies provided under this Section 21 are not intended to be exclusive, and any Performing Party shall have all other remedies against a Defaulting Party available at law or equity.

(b) In the event that a party is unable to timely perform its maintenance, repair or replacement obligations under this Agreement, due to circumstances beyond its control (including, without limitation, action or inaction of a government agency) not based upon an act or failure to act of the Performing Party, fire, flood, hurricane, tornado, earthquake, windstorm, sink hole, unavailability of materials, equipment or fuel, war, declaration of hostilities, terrorist act, civil strife, strike, labor dispute, epidemic, archaeological excavation, or act of God, such delay (an "**Excused Delay**") shall be excused in the manner herein provided. If such party is delayed in any maintenance, repair or replacement required by this Agreement for occurrence of an event of Excused Delay, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Excused Delay shall give written notice of the delay to the Performing Party, which notice shall indicate the anticipated duration of the Excused Delay. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

Section 22. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or as limited or general partners or of joint ventures or of any other association between the parties.

Section 23. Covenants to Run With Land. It is intended that the easements created herein shall run with the land and create equitable servitudes in favor of the real property benefitted thereby, shall bind every person having any fees, leaseholder or other interests therein and shall inure to the benefit of the respective parties and their respective successors, assigns, heirs and personal representatives.

Section 24. Acceptance by Subsequent Grantees. The grantee of the Grantor Property or the Grantee Property or any portion thereof, by acceptance of the deed conveying title thereto or to the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Grantor Property or Grantee Property, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs and personal representatives, covenant, consent and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so required by such grantee.

Section 25. Non-Dedication. This Agreement is not intended to be a gift or dedication of any portion of the Grantor Property or Grantee Property to the general public or for any public purpose.

Section 26. Representations and Warranties. The Grantor and Grantee hereby represent and warrant to each other that they have the right, title and authority to grant the easement rights provided herein and that no other parties have the right or authority to approve or disapprove the terms hereof, except for the lender set forth herein, which lender joins in and consents to the grant of easements contained herein. The Grantor and Grantee further warrant and represent to each other that, except with respect to all matters of record as of the date hereof, Grantor Property and Grantee Property are free from any and all liens and encumbrances.

Section 27. Estoppel Certificates. Each party agrees that upon written request (which shall not be more frequent than three (3) times during any calendar year) from time to time of any other party, it will timely issue at no charge to a prospective mortgagee such other party or to a prospective purchaser or successor party to such other party, an estoppel certificate stating: (a) whether the party to whom the request has been directed knows of any defaults by any party under this Agreement, and if there are known defaults, specify the nature thereof; (b) whether this Agreement has been assigned, modified or amended in any way by such party (and if it has, then stating the nature thereof); (c) that to the best of the requesting party's knowledge, this Agreement as of that date is in full force and effect; and (d) that to the best of the requesting party's knowledge, there are not any sums owed by any party. Such statement shall act as a waiver of any claim by the party furnishing it to the extent such claim is based upon facts contrary to those asserted against bona fide encumbrance or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statements; however, such statement shall in no event subject the party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such party to disclose correct or relevant information.

Section 28. Agreement shall continue notwithstanding breach. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement or any Easement arising hereunder. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder or under applicable law by reason of any such breach.

Section 29. Notices. The addresses of Grantor and Grantee are as set forth in the initial paragraph. Any notice given by United States mail shall be deemed so given on the third calendar day after the same is deposited in the United States mail registered or certified matter, addressed as above provided, with postage thereon fully prepaid. Any notice that is given by another method shall be deemed to be delivered upon receipt by the party to whom the same is given. If by a recognized overnight courier such as Federal Express, receipt shall occur upon delivery of the applicable notice to the applicable address according to the records of the overnight courier. The parties may from time to time notify the other of changes regarding where notices should be sent by sending notification of such changes pursuant to this paragraph.

Section 30. Waiver. No waiver of, acquiescence in, or consent to any breach or default of any term or condition hereof shall constitute or be construed as a waiver of, acquiescence in or consent to any other, further or succeeding breach or default of the same or any other term or condition.

Section 31. Severability. If any term or condition of this Agreement shall, in any case, be invalid or unenforceable under applicable law, then the same and all other terms and

conditions of this Agreement shall, in all other cases, not be affected thereby, and all such terms and conditions shall be valid and enforceable to the fullest extent permitted by applicable law.

Section 32. Entire Agreement. This Agreement and the documents incorporated herein constitute the entire agreement between the parties regarding the Easements created hereunder. This Agreement shall not be construed with resort to any presumption against the preparer or maker hereof.

Section 33. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 34. Further Assurances. The parties hereto, for themselves and their successors and assigns, agree to execute any and all further instruments and documents and take all such action as may be reasonably required to effectuate the terms, provisions and intent of this Agreement.

Section 35. Mortgagee Rights. In the event a Lender or any affiliate of a Lender (for purposes of this paragraph the term "Lender" shall include any corporation or partnership owned or controlled by the Lender) acquires title to a parcel from a Defaulting Party, by virtue of foreclosure, deed in lieu of foreclosure, or otherwise, then, anything in this Agreement to the contrary notwithstanding, Lender shall have no personal liability for any damages resulting from its default under the terms of this Agreement, and the Performing Party agrees that it shall look solely to the estate and interest of the Lender in the parcel subject to this Agreement for the collection of any judgment (or other judicial process) requiring the payment of money by Lender in the event of any default or breach by Lender with respect to any of the terms, covenants and conditions of this Agreement to be observed and/or performed by Lender, and no other assets of the Lender shall be subject to levy, execution or other procedures for the satisfaction of Performing Party's remedies. Lender shall not be personally liable for any act or omission of any prior parcel owner, nor shall the Lender be bound by any maintenance and repair costs which the Performing Party might have paid for more than the current year to any prior parcel owner nor shall it be bound by any amendment or modification of this Agreement made without its written consent, not to be unreasonably withheld, conditioned or delayed. The Grantor and Grantee agree to provide Lender a copy of any Notice delivered to another party pursuant to Section 21 hereof. Notice shall be delivered to Lender in the manner specified in Section 29 hereof. The address of Lender is set forth in the joinder and consent to this Agreement, attached hereto.

Section 36. JURY WAIVER. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR

RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be signed in their names by their undersigned officers thereunto duly authorized by due and lawful authority as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Mary Casqueiro
Witness
Mary Casqueiro
Printed Name

Suzanne J. Magee
Witness
Suzanne J. Magee
Printed Name

**CLERMONT RETIREMENT
RESIDENCE LLC**, a Washington limited
liability company

By: Hawthorn Management Services Corp., a
Washington corporation, its manager

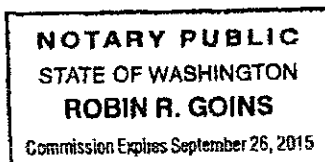
By: B.G. Colson
Barton G. Colson, President

STATE OF WASHINGTON

COUNTY OF CLARK

I HEREBY CERTIFY, that on this 20th day of December, 2012 before me personally appeared Barton G. Colson, as President of Hawthorn Management Services Corp., a Washington corporation, manager of CLERMONT RETIREMENT RESIDENCE LLC, a Washington limited liability company. He is personally known to me ~~or has produced~~ as identification.

Witness my hand and official seal this 20th day of December, 2012.



Robin R. Goins
Notary Signature for Washington
Robin R. Goins
Printed Notary Name

Notary Public in and for the County and
State aforesaid

My Commission Expires: September 26th, 2015

WITNESSES:

Joan M. Scraper
Print Name: JOAN M. SCRAPER

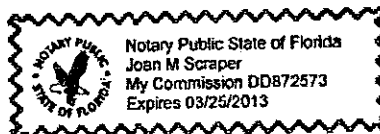
Charles B. Costello
Print Name: Charles B. Costello

By: Mike Green
Mike Green, Trustee of the Local Board of
Trustees of the Church of God, an
unincorporated association, a/k/a Celebration
of Praise Church of God

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of December, 2012 by
Mike Green, as Trustee of the Local Board of Trustees of Church of God, an unincorporated
association, a/k/a Celebration of Praise Church of God, on behalf of said association. He ☐ is
personally known to me or ☒ has produced FL DR. Lic. as identification.

Joan M. Scraper
Print Name: _____
Notary Public, State of Florida
Commission No., if any: _____
My commission expires: _____



WITNESSES:

Joan M. Scraper
Print Name: JOAN M. SCRAPER

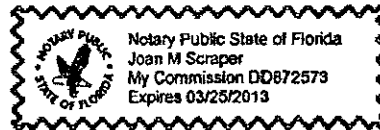
Charles B. Costello
Print Name: Charles B. Costello

By: Edwin Rodriguez
Edwin Rodriguez, Trustee of the Local
Board of Trustees of the Church of God, an
unincorporated association, a/k/a Celebration
of Praise Church of God

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of December, 2012 by **Edwin Rodriguez**, as Trustee of the Local Board of Trustees of Church of God, an unincorporated association, a/k/a Celebration of Praise Church of God, on behalf of said association. He ☐ is personally known to me or ☒ has produced FL. DR. LIC as identification.

Joan M. Scraper
Print Name: _____
Notary Public, State of Florida
Commission No., if any: _____
My commission expires: _____



WITNESSES:

Emil Tanner
Print Name: EMIL TANNER

Dallas Shaffer
Print Name: DALLAS SHAFER

By: Waymon Miller

Waymon Miller, Trustee of the Local Board
of Trustees of the Church of God, an
unincorporated association, a/k/a Celebration
of Praise Church of God

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20th day of December, 2012 by
Waymon Miller, as Trustee of the Local Board of Trustees of Church of God, an unincorporated
association, a/k/a Celebration of Praise Church of God, on behalf of said association. He ☒ is
personally known to me or ☐ has produced _____ as identification.

E.W. Pennington
Print Name: E.W. PENNINGTON
Notary Public, State of Florida
Commission No., if any: _____
My commission expires: 6-30-13



Prepared By and Return To:
D. SCOTT BAKER
Zimmerman, Kiser & Sutcliffe, P.A.
315 E. Robinson St., Suite 600
Orlando, FL 32801
Phone: (407) 425-7010

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, CENTENNIAL BANK, an Arkansas banking corporation (mortgagee), the mortgagee under and holder of: (1) that certain Real Estate Mortgage and Security Agreement recorded in Book 3474, Page 637, Assignment of Leases, Rents, and Profits recorded in Book 3474, Page 648, Collateral Assignment of Development Rights, Contracts, Permits and Licenses and Utility Rights recorded in Book 3474, Page 658, and UCC Financing Statement recorded in Book 3489, Page 702, as assigned by Old Southern Bank by that Assignment of Security Instruments and Other Loan Documents recorded on May 12, 2010 in Book 3904, Page 1682, as modified by that certain Note and Mortgage Modification and Renewal Agreement recorded on August 10, 2012 in Book 3936, Page 1914, and further modified by that Mortgage and Note Modification and Renewal Agreement recorded on December 8, 2011 in Book 4102, Page 1263, as further modified by UCC-3 Amendment recorded on August 10, 2010 in Book 3936, Page 1930, and as further modified by UCC-3 Continuation recorded on August 2, 2012 in Book 4194, Page 2046, all of the Public Records of Lake County, Florida; and (2) that certain Real Estate Mortgage and Security Agreement recorded in Book 3474, Page 664, Assignment of Leases, Rents, and Profits recorded in Book 3474, Page 676, Collateral Assignment of Development Rights, Contracts, Permits and Licenses and Utility Rights recorded in Book 3474, Page 687, and UCC Financing Statement recorded in Book 3489, Page 700, as assigned by Old Southern Bank by that Assignment of Security Instruments and Other Loan Documents recorded on May 12, 2010 in Book 3904, Page 1682, as modified by that certain Note and Mortgage Modification and Renewal Agreement recorded on August 10, 2012 in Book 3936, Page 1922, further modified by that Mortgage and Note Modification and Renewal Agreement recorded on December 8, 2011 in Book 4102, Page 1272, as further modified by UCC-3 Amendment recorded on August 10, 2010 in Book 3936, Page 1931, as further modified by UCC-3 Continuation recorded on August 2, 2012 in Book 4194, Page 2045, and as further modified by UCC-3 Continuation recorded on August 2, 2012 in Book 4194, Page 2047, all of the Public Records of Lake County, Florida, hereby consents and joins in the foregoing Access, Utility, Drainage and Sign Easement Agreement with Clermont Retirement Residence, LLC, and subordinates its mortgage lien and other security interests encumbering all or any part of the Grantor Property (as described in the foregoing Access, Utility, Drainage and Sign Easement Agreement) to the Access, Utility, Drainage and Sign Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 16 day of December, 2012.

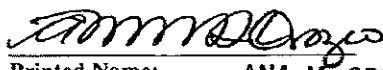
Witnesses:

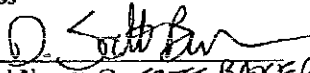
"MORTGAGEE"

CENTENNIAL BANK,
an Arkansas banking corporation

BY:

CY NORMAN,
as First Vice President


Printed Name: ANA M. OROZCO
Witness


Printed Name: D. SCOTT BAKER
Witness

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 4 day of December, 2012, by Cy Norman as First Vice President for Centennial Bank, on behalf of the bank. He is ☒ personally known to me or ☐ has provided _____ as valid identification.



ANA M. OROZCO
MY COMMISSION # EE 172317
EXPIRES: March 12, 2016
Bounded Thru Budget Notary Services

A handwritten signature of Ana M. Orozco in cursive script.

Notary Public, State of Florida

Printed Name: ANA M. OROZCO

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"GRANTOR PROPERTY

Tracts 33, 34, and 48 West of the Highway, and Tracts 37, 38, 39, 40, 41, 42, 43, 44, 47 and 54 of MONTE VISTA PARK FARMS in Section 5, Township 23 South, Range 26 East, according to the plat thereof recorded in Plat Book 2, Page 27 of the Public Records of Lake County, Florida; and the NW 1/4 of the SE 1/4 of Section 5, Township 23 South, Range 26 East, Lake county, Florida.

Less and Except:

That part of Tract 48 Westerly of State Road 25 (U.S. Highway N. 27 - Formerly No. 19) of MONTE VISTA PARK FARMS, according to the plat thereof recorded in Plat Book 2, Page 27, Public Records of Lake county, Florida in Section 5, Township 23 South, Range 26 East, lying westerly of the survey line of State Road 25 (aka U.S. Highway 27), Section 11200 and within a straight line transition of 145 feet at Station 1532+00 to 112 feet at Station 1537+00, said survey line being described and said stations being located as follows:

Commence at a point on the East boundary of Section 5, Township 23 South, Range 26 East, located 1300.17 feet Northerly of the southeast corner of said Section 5; thence run South 26°52'00" East 28.31 feet to the beginning of this part of said survey line at station 1532+00 thence North 26°52'00" West 500 feet to the end of said survey line at Station 1537+00; according to Deed recorded September 28, 1970 in Book 414, Page 436.

Also less and except: parcels conveyed to Lake County, Florida, a political subdivision, identified as SC#RW3 and SC#RW4, described in Deed recorded May 16, 2005 in Book 2833, Page 2332.

Also less and except the following parcel conveyed to Clermont Retirement Residence LLC and more particularly described as follows:

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO BEING AN UNIDENTIFIED PORTION OF THE PLAT OF "MONTE VISTA PARK FARMS" AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF "TUSCANY VILLAGE - PHASE 1" AS RECORDED IN PLAT BOOK 64, PAGES 13 THROUGH 15, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID PLAT, N.89°20'43"W., A DISTANCE OF 734.45 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID SOUTH BOUNDARY, S.00°39'17"W., A DISTANCE OF 84.24 FEET; THENCE S.44°20'43"E., A DISTANCE OF 224.08 FEET; THENCE S.00°39'17"W., A DISTANCE OF 326.26 FEET; THENCE S.45°39'17"W., A DISTANCE OF 117.94 FEET; THENCE N.89°20'43"W., A DISTANCE OF 331.69 FEET; THENCE N.00°39'17"E., A DISTANCE OF 652.35 FEET TO AFORESAID SOUTH BOUNDARY; THENCE ALONG SAID SOUTH BOUNDARY, S.89°20'43"E., A DISTANCE OF 256.64 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"**GRANTEE PROPERTY**

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO BEING AN UNIDENTIFIED PORTION OF THE PLAT OF "MONTE VISTA PARK FARMS" AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF "TUSCANY VILLAGE - PHASE I" AS RECORDED IN PLAT BOOK 64, PAGES 13 THROUGH 15, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID PLAT, N.89°20'43"W., A DISTANCE OF 734.45 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID SOUTH BOUNDARY, S.00°39'17"W., A DISTANCE OF 84.24 FEET; THENCE S.44°20'43"E., A DISTANCE OF 224.08 FEET; THENCE S.00°39'17"W., A DISTANCE OF 326.26 FEET; THENCE S.45°39'17"W., A DISTANCE OF 117.94 FEET; THENCE N.89°20'43"W., A DISTANCE OF 331.69 FEET; THENCE N.00°39'17"E., A DISTANCE OF 652.35 FEET TO AFORESAID SOUTH BOUNDARY; THENCE ALONG SAID SOUTH BOUNDARY, S.89°20'43"E., A DISTANCE OF 256.64 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

GRANTEE ACCESS EASEMENT PARCEL

SKETCH OF DESCRIPTION FOR:
CLERMONT RETIREMENT RESIDENCE LLC
EXHIBIT "C"

DESCRIPTION:

ACCESS EASEMENT:

A PARCEL OF LAND LYING IN THE S.E. 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO BEING A PORTION OF LOTS 34, 47 AND AN UNIDENTIFIED PORTION OF THE PLAT OF "MONTE VISTA PARK FARMS" AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND A PORTION OF TRACT "E" OF "NOTTINGHAM AT LEGENDS" AS RECORDED IN PLAT BOOK 57, PAGES 5 THROUGH 9 INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.E. CORNER OF "TUSCANY VILLAGE - PHASE 1" AS RECORDED IN PLAT BOOK 64, PAGES 13 THROUGH 15 INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, S.24°48'56"E., A DISTANCE OF 72.43 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, S.88°22'49"W., A DISTANCE OF 29.98 FEET; THENCE N.83°37'09"W., A DISTANCE OF 151.62 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 138.00 FEET, A CENTRAL ANGLE OF 114°05'03" AND A CHORD BEARING AND DISTANCE OF S.32°03'58"W., 231.58 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 274.78 FEET TO A POINT OF TANGENCY; THENCE S.24°58'33"E., A DISTANCE OF 287.36 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 57°53'37" AND A CHORD BEARING AND DISTANCE OF S.03°58'15"W., 176.18 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 183.90 FEET TO A POINT OF TANGENCY; THENCE S.32°55'04"W., A DISTANCE OF 289.01 FEET; THENCE N.70°34'26"W., A DISTANCE OF 128.86 FEET; THENCE N.25°37'53"W., A DISTANCE OF 37.40 FEET; THENCE N.58°52'46"W., A DISTANCE OF 154.32 FEET; THENCE S.80°58'05"W., A DISTANCE OF 37.95 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 168.00 FEET, A CENTRAL ANGLE OF 57°09'31" AND A CHORD BEARING AND DISTANCE OF N.60°56'51"W., 160.73 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 167.60 FEET TO A POINT OF TANGENCY; THENCE N.89°31'36"W., A DISTANCE OF 268.42 FEET; THENCE N.00°39'17"E., A DISTANCE OF 562.73 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 98°05'01" AND A CHORD BEARING AND DISTANCE OF N.48°23'13"W., 132.91 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 150.65 FEET TO A POINT OF TANGENCY; THENCE S.82°34'16"W., A DISTANCE OF 296.13 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 112.00 FEET; A CENTRAL ANGLE OF 65°52'37" AND A CHORD BEARING AND DISTANCE OF N.64°29'25"W., 121.80 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 128.77 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF HAMMOCK RIDGE ROAD (ALSO KNOWN AS SOUTH CLERMONT CONNECTOR) (RIGHT OF WAY WIDTH VARIES), SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 759.00 FEET, A CENTRAL ANGLE 01°49'01" AND A CHORD BEARING AND DISTANCE OF N.62°19'03"E., 24.07 FEET; THENCE ALONG SAID CURVE AND SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 24.07 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE ALONG A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 64°49'10" AND A CHORD BEARING AND DISTANCE OF S.65°01'09"E., 94.33 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 99.56 FEET TO A POINT OF TANGENCY; THENCE N.82°34'16"E., A DISTANCE OF 296.13 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 112.00 FEET, A CENTRAL ANGLE OF 58°07'29" AND A CHORD BEARING AND DISTANCE OF S.67°51'59"E., 110.51 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 115.58 FEET TO THE END OF SAID CURVE; THENCE S.78°21'07"E., A DISTANCE OF 29.02 FEET; THENCE S.00°39'17"W., A DISTANCE OF 603.53 FEET; THENCE S.89°31'36"E., A DISTANCE OF 152.32 FEET; THENCE N.00°28'24"E., A DISTANCE OF 12.17 FEET; THENCE S.89°20'43"E., A DISTANCE OF 50.00 FEET; THENCE S.00°28'24"W., A DISTANCE OF 12.01 FEET; THENCE S.89°31'36"E., A DISTANCE OF 38.45 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 192.00 FEET, A CENTRAL ANGLE OF 52°21'21" AND A CHORD BEARING AND DISTANCE OF S.63°20'56"E., 169.41 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 175.45 FEET TO THE END OF SAID CURVE; THENCE N.80°58'05"E., A DISTANCE OF 31.67 FEET; THENCE S.58°52'46"E., A DISTANCE OF 170.26 FEET; THENCE S.25°37'53"E., A DISTANCE OF 34.64 FEET; THENCE S.70°34'26"E., A DISTANCE OF 100.01 FEET; THENCE N.32°55'04"E., A DISTANCE OF 250.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 158.00 FEET, A CENTRAL ANGLE OF 57°53'37" AND A CHORD BEARING AND DISTANCE OF N.03°58'15"E., 152.94 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 159.65 FEET TO A POINT OF TANGENCY; THENCE N.24°58'33"W., A DISTANCE OF 287.36 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 162.00 FEET, A CENTRAL ANGLE OF 113°02'44" AND A CHORD BEARING AND DISTANCE OF N.31°32'49"E., 270.25 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 319.63 FEET TO A POINT OF TANGENCY; THENCE N.85°30'28"E., A DISTANCE OF 145.82 FEET; THENCE N.29°37'42"E., A DISTANCE OF 16.56 FEET TO THE POINT OF BEGINNING, SAID LANDS CONTAINING 1.84 ACRES, MORE OR LESS.

SHEET 1 OF 2

ONE IS NOT COMPLETE WITHOUT THE OTHER

SEE SHEET 2 OF 2 FOR SKETCH

NOTES:

1. DATE OF SKETCH: NOVEMBER 05, 2012
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE EAST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD-83, 2007 ADJUSTMENT.
5. ADDITIONS OR DELETIONS TO MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

CERTIFIED TO:

1. CLERMONT RETIREMENT RESIDENCE LLC
2. CELEBRATION CHURCH OF PRAISE
3. FIRST AMERICAN TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATION:

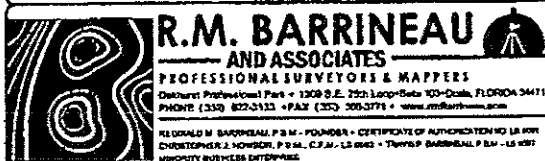
I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

***NOTE* THIS IS NOT A SURVEY!**

OF R.M. BARRINEAU & ASSOCIATES, INC.

EXHIBIT "C"

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



DRAWN:	K.L.J.	J.O.# 11088
REVISED:		DWC.# 11088SK-ADDR
CHECKED:	T.P.B.	ACCESS EASEMENT
APPROVED:	T.P.B.	SHEET 1 OF 2
COPYRIGHT © NOVEMBER, 2012		

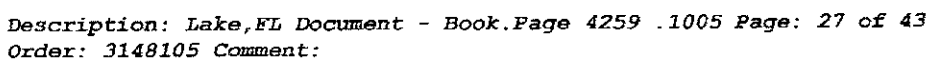


EXHIBIT "D"GRANTEE UTILITY EASEMENT PARCEL

Tracts 33, 34, and 48 West of the Highway, and Tracts 37, 38, 39, 40, 41, 42, 43, 44, 47 and 54 of MONTE VISTA PARK FARMS in Section 5, Township 23 South, Range 26 East, according to the plat thereof recorded in Plat Book 2, Page 27 of the Public Records of Lake County, Florida; and the NW 1/4 of the SE 1/4 of Section 5, Township 23 South, Range 26 East, Lake county, Florida.

Less and Except:

That part of Tract 48 Westerly of State Road 25 (U.S. Highway N. 27 - Formerly No. 19) of MONTE VISTA PARK FARMS, according to the plat thereof recorded in Plat Book 2, Page 27, Public Records of Lake county, Florida in Section 5, Township 23 South, Range 26 East, lying westerly of the survey line of State Road 25 (aka U.S. Highway 27), Section 11200 and within a straight line transition of 145 feet at Station 1532+00 to 112 feet at Station 1537+00, said survey line being described and said stations being located as follows:

Commence at a point on the East boundary of Section 5, Township 23 South, Range 26 East, located 1300.17 feet Northerly of the southeast corner of said Section 5; thence run South 26°52'00" East 28.31 feet to the beginning of this part of said survey line at station 1532+00 thence North 26°52'00" West 500 feet to the end of said survey line at Station 1537+00; according to Deed recorded September 28, 1970 in Book 414, Page 436.

Also less and except: parcels conveyed to Lake County, Florida, a political subdivision, identified as SC#RW3 and SC#RW4, described in Deed recorded May 16, 2005 in Book 2833, Page 2332.

Also less and except the following parcel conveyed to Clermont Retirement Residence LLC and more particularly described as follows:

A PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ALSO BEING AN UNIDENTIFIED PORTION OF THE PLAT OF "MONTE VISTA PARK FARMS" AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF "TUSCANY VILLAGE - PHASE 1" AS RECORDED IN PLAT BOOK 64, PAGES 13 THROUGH 15, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID PLAT, N.89°20'43"W., A DISTANCE OF 734.45 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID SOUTH BOUNDARY, S.00°39'17"W., A DISTANCE OF 84.24 FEET; THENCE S.44°20'43"E., A DISTANCE OF 224.08 FEET; THENCE S.00°39'17"W., A DISTANCE OF 326.26 FEET; THENCE S.45°39'17"W., A DISTANCE OF 117.94 FEET; THENCE N.89°20'43"W., A DISTANCE OF 331.69 FEET; THENCE N.00°39'17"E., A DISTANCE OF 652.35 FEET TO AFORESAID SOUTH BOUNDARY; THENCE ALONG SAID SOUTH BOUNDARY, S.89°20'43"E., A DISTANCE OF 256.64 FEET TO THE POINT OF BEGINNING.

ORLDOCS 12442932 8

25

Description: Lake, FL Document - Book. Page 4259 .1005 Page: 28 of 43
Order: 3148105 Comment:

ORLDOCS 12442932 8

20

Description: Lake, FL Document - Book. Page 4259 .1005 Page: 29 of 43
Order: 3148105 Comment:

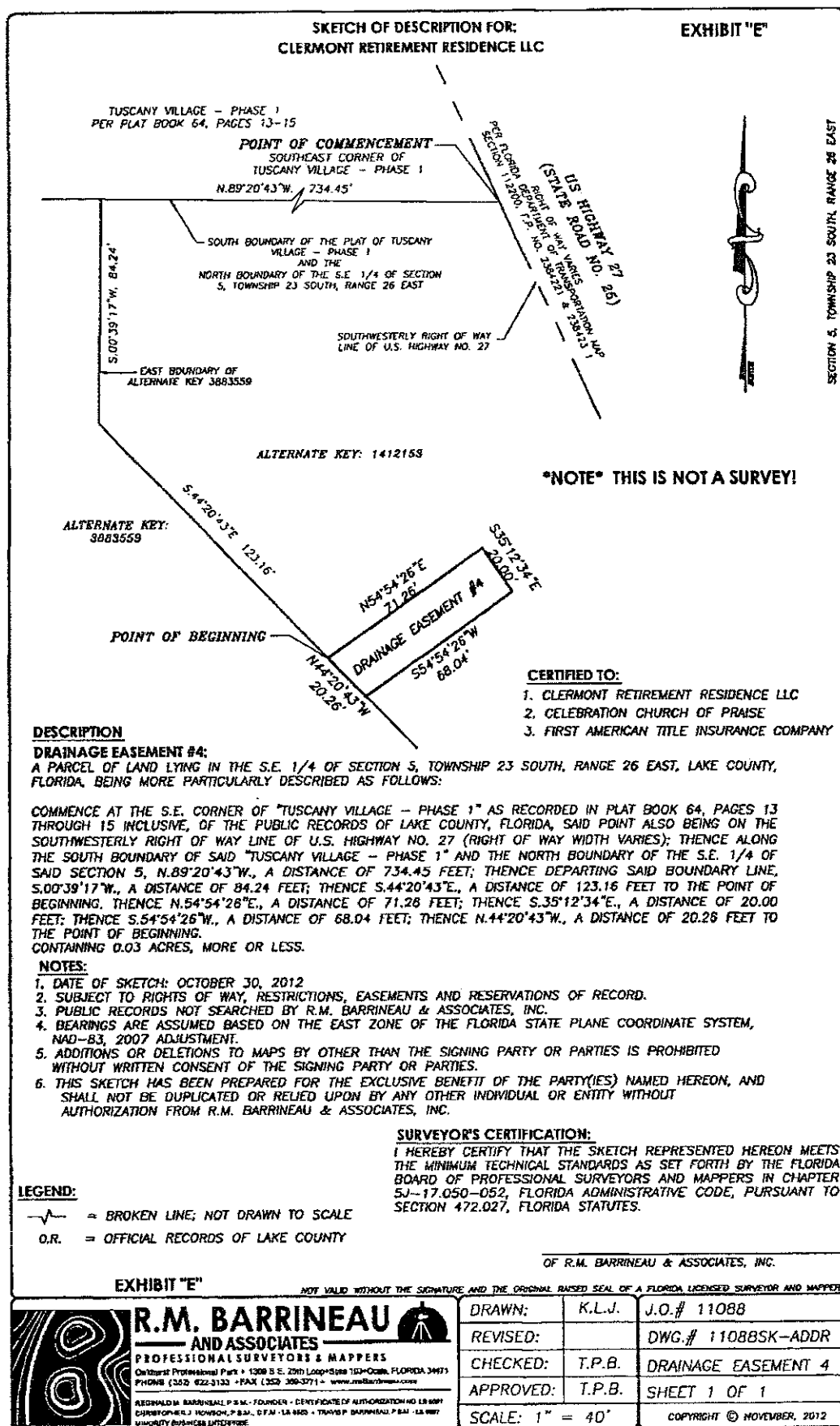


EXHIBIT "F"

GRANTEE SEWER UTILITY EASEMENT PARCEL

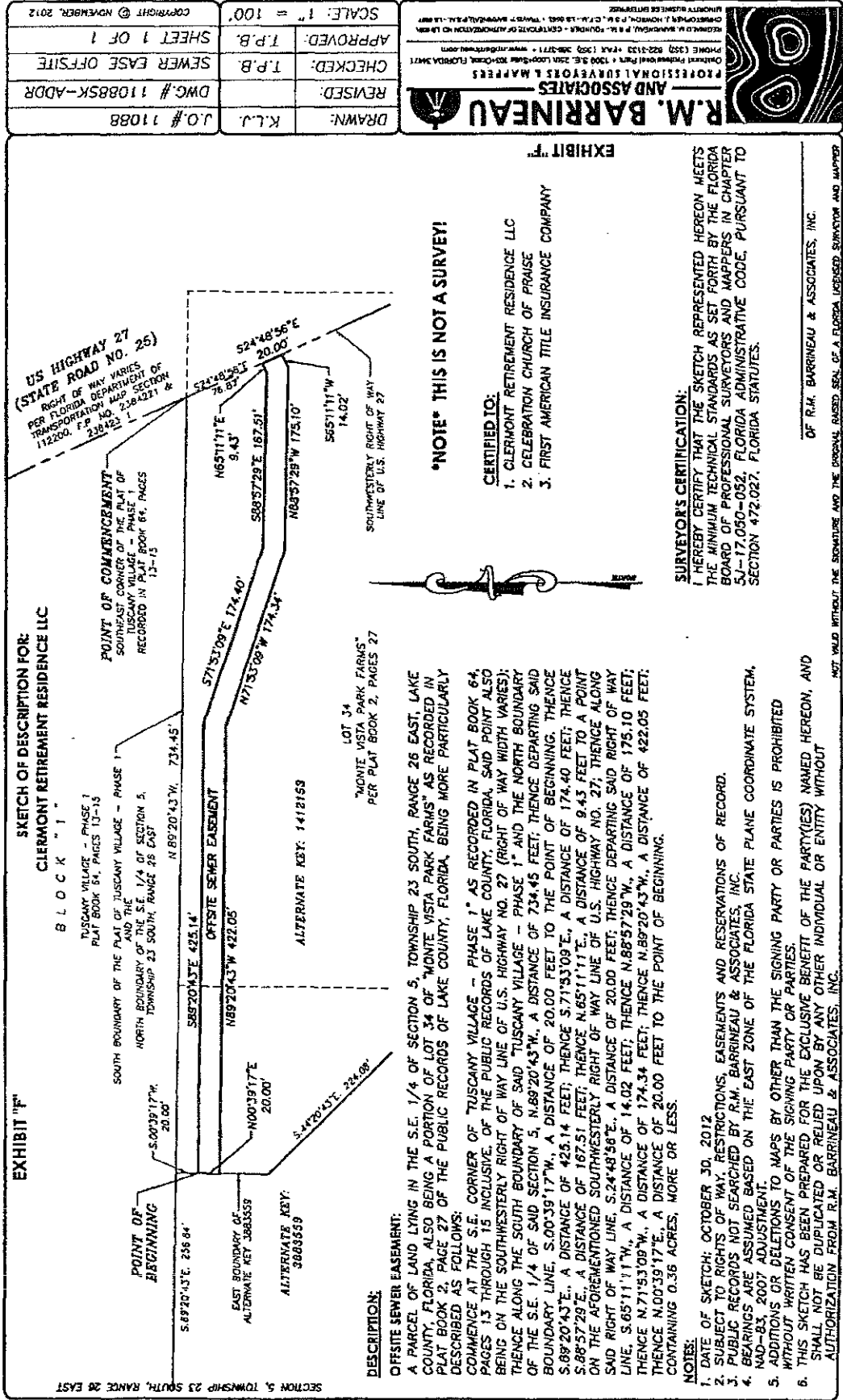
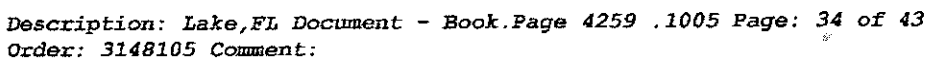
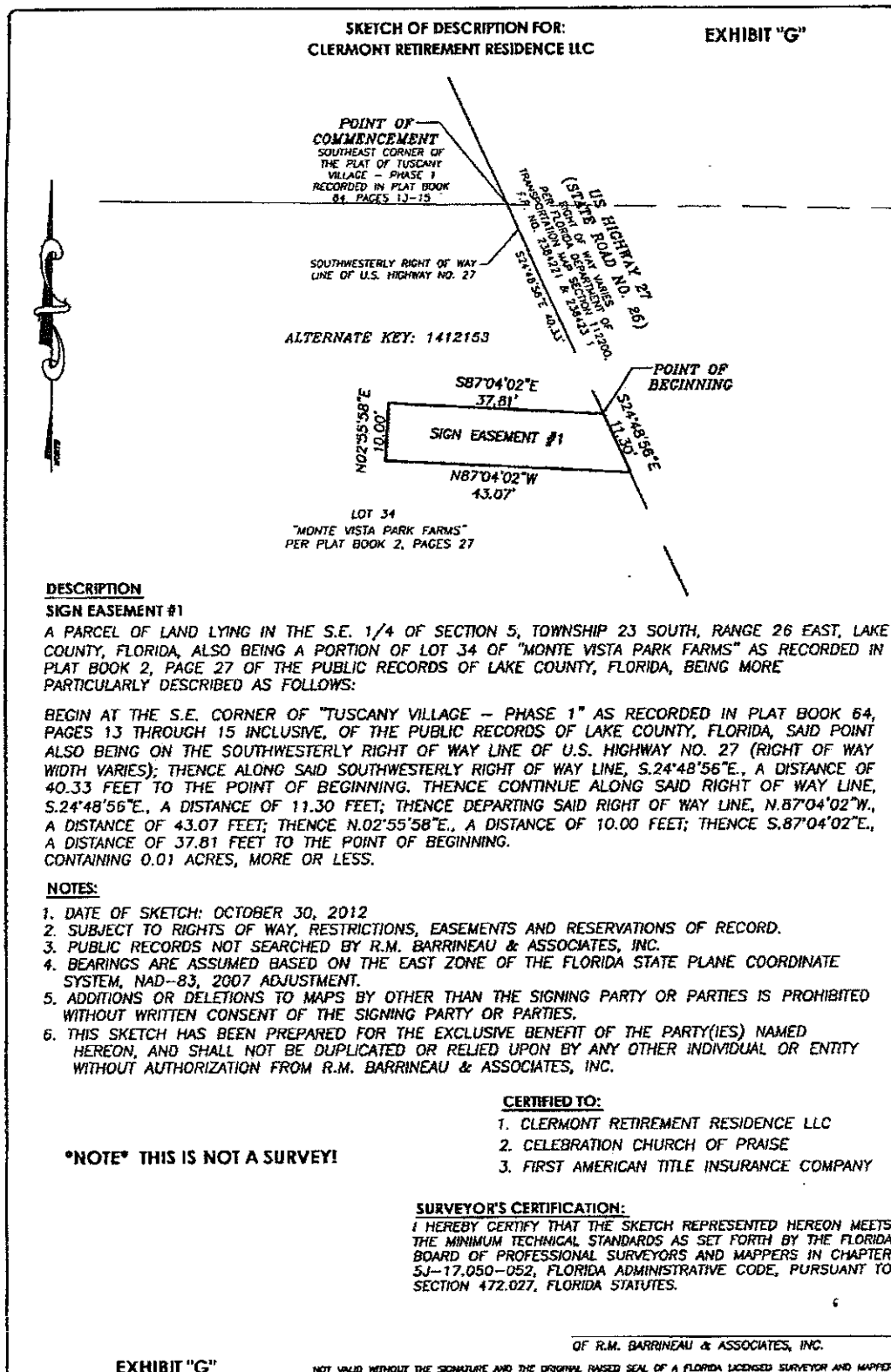


EXHIBIT "G"

GRANTEE SIGN EASEMENT PARCELS





Description: Lake,FL Document - Book.Page 4259 .1005 Page: 35 of 43
Order: 3148105 Comment:

EXHIBIT "H"

GRANTOR SEWER UTILITY EASEMENT PARCEL

**SKETCH OF DESCRIPTION FOR:
CLERMONT RETIREMENT RESIDENCE LLC**

EXHIBIT "H"

DESCRIPTION:

SEWER EASEMENT

A PARCEL OF LAND LYING IN THE S.E. 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF "TUSCANY VILLAGE - PHASE 1" AS RECORDED IN PLAT BOOK 64, PAGES 13 THROUGH 15 INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES); THENCE ALONG THE SOUTH BOUNDARY OF SAID "TUSCANY VILLAGE - PHASE 1" AND THE NORTH BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 5, N.89°20'43"W., A DISTANCE OF 734.45 FEET; THENCE DEPARTING SAID BOUNDARY LINE, S.00°39'17"W., A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. THENCE S.00°39'17"W., A DISTANCE OF 20.00 FEET; THENCE N.89°20'43"W., A DISTANCE OF 132.29 FEET; THENCE N.86°04'25"W., A DISTANCE OF 79.48 FEET; THENCE S.00°39'17"W., A DISTANCE OF 38.11 FEET; THENCE S.85°23'02"E., A DISTANCE OF 115.51 FEET; THENCE S.28°53'34"E., A DISTANCE OF 208.06 FEET; THENCE S.54°19'05"E., A DISTANCE OF 115.95 FEET; THENCE S.02°40'18"E., A DISTANCE OF 172.32 FEET; THENCE S.31°08'00"W., A DISTANCE OF 123.55 FEET; THENCE S.83°32'30"W., A DISTANCE OF 107.10 FEET; THENCE S.22°49'08"W., A DISTANCE OF 33.99 FEET; THENCE N.89°20'43"W., A DISTANCE OF 21.60 FEET; THENCE N.22°49'08"E., A DISTANCE OF 53.86 FEET; THENCE N.83°32'30"E., A DISTANCE OF 108.97 FEET; THENCE N.31°08'00"E., A DISTANCE OF 107.63 FEET; THENCE N.02°40'18"W., A DISTANCE OF 158.57 FEET; THENCE N.54°19'05"W., A DISTANCE OF 110.78 FEET; THENCE N.28°53'34"W., A DISTANCE OF 201.82 FEET; THENCE N.85°23'02"W., A DISTANCE OF 123.43 FEET; THENCE N.00°39'17"E., A DISTANCE OF 53.55 FEET; THENCE S.68°13'14"W., A DISTANCE OF 27.05 FEET; THENCE N.00°39'17"E., A DISTANCE OF 21.64 FEET; THENCE N.68°13'14"E., A DISTANCE OF 33.41 FEET; THENCE S.86°04'25"E., A DISTANCE OF 94.19 FEET; THENCE S.89°20'43"E., A DISTANCE OF 131.72 FEET TO THE POINT OF BEGINNING. CONTAINING 0.54 ACRES, MORE OR LESS.

**SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER**

SEE SHEET 2 OF 2 FOR SKETCH

CERTIFIED TO:

1. CLERMONT RETIREMENT RESIDENCE LLC
2. CELEBRATION CHURCH OF PRAISE
3. FIRST AMERICAN TITLE INSURANCE COMPANY

NOTES:

1. DATE OF SKETCH: OCTOBER 30, 2012
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE EAST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD-83, 2007 ADJUSTMENT.
5. ADDITIONS OR DELETIONS TO MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

***NOTE* THIS IS NOT A SURVEY!**

OF R.M. BARRINEAU & ASSOCIATES, INC.

EXHIBIT "H"

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



**R.M. BARRINEAU
AND ASSOCIATES**
PROFESSIONAL SURVEYORS & MAPPERS
Orlando Professional Park • 1308 S.E. 25th Loop • Suite 100 • Ocala, FLORIDA 34471
PHONE: (352) 822-3123 • FAX: (352) 358-3771 • www.rmbarrean.com
REGINALD B. BARRINEAU, P.E., F.O.S.M., F.C.M., F.A.S.M. - LICENSED SURVEYOR
CHRISTOPHER J. HOBSON, P.E.M., C.F.M., L.S. 5403 • TRAVIS P. BARRINEAU, P.A.S.M., L.S. 5407
MINORITY BUSINESS ENTERPRISE

DRAWN:	K.L.J.	J.O.# 11088
REVISED:		DWG.# 11088SK-ADDR
CHECKED:	T.P.B.	SEWER EASEMENT
APPROVED:	T.P.B.	SHEET 1 OF 2
SCALE: 1" = 100'		COPYRIGHT © NOVEMBER, 2012

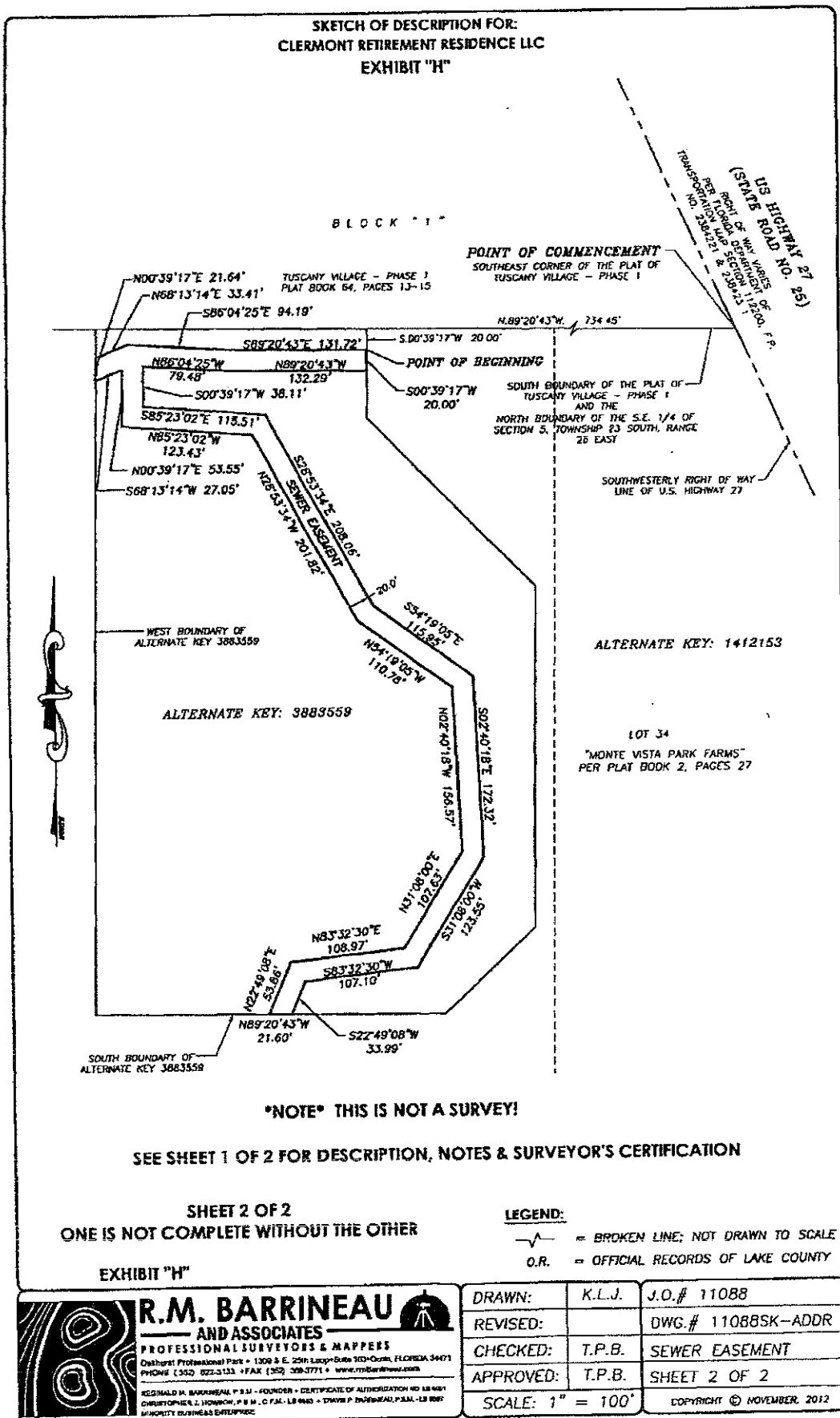
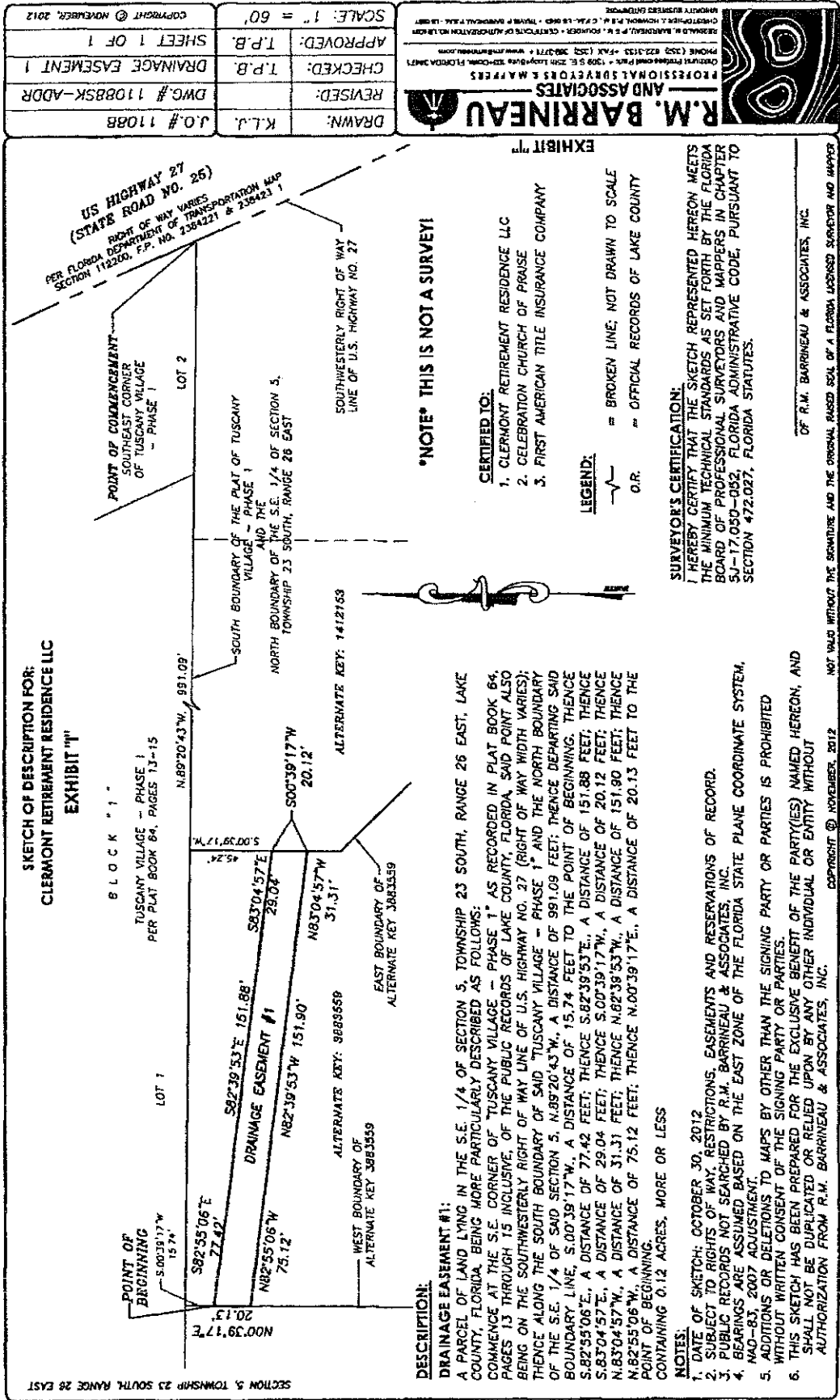


EXHIBIT "I"

GRANTOR DRAINAGE EASEMENT PARCEL



R.M. BARRINEAU & ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
OFFICE: 1309 S.E. 20TH AVENUE, SUITE 100, LAKE COUNTY, FLORIDA 32113
PHONE: (352) 822-1133 • FAX: (352) 388-3771 • WWW.RMBARRINEAU.COM
CHARTERED SURVEYOR # 12345 • LICENSE # 12345 • TRAINING # 12345 • 12345

APPROVED: T.P.B.
CHECKED: T.P.B.
REVISED: J.O.# 1108B
DRAWN: K.L.J.
SCALE: 1" = 60'
SHEET: 1 OF 1
COPYRIGHT: © NOVEMBER, 2012

**SKETCH OF DESCRIPTION FOR:
CLERMONT RETIREMENT RESIDENCE LLC**

EXHIBIT "I"

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
TUSCANY VILLAGE - PHASE 1
RECORDED IN PLAT BOOK 64, PAGES 13-15

N.89°20'43"W. 991.09'

SOUTH BOUNDARY OF THE PLAT OF
TUSCANY VILLAGE - PHASE 1
AND THE
NORTH BOUNDARY OF THE S.E. 1/4 OF
SECTION 5,
TOWNSHIP 23 SOUTH, RANGE 26 EAST

SOUTHWESTERLY RIGHT OF WAY
LINE OF U.S. HIGHWAY NO. 27

US HIGHWAY 27
(STATE ROAD NO. 26)

PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP
SECTION 12200, I.P. NO. 2334423 & 2334423.1

ALTERNATE KEY: 3883559

***NOTE* THIS IS NOT A SURVEY!**

WEST BOUNDARY OF
ALTERNATE KEY 3883559

DRAINAGE EASEMENT #2

POINT OF BEGINNING

S89°20'43"E 10.00'

S00°39'17"W 10.00'

N00°39'17"E 10.00'

N89°20'43"W 10.00'

CERTIFIED TO:

1. CLERMONT RETIREMENT RESIDENCE LLC
2. CELEBRATION CHURCH OF PRAISE
3. FIRST AMERICAN TITLE INSURANCE COMPANY

DESCRIPTION:
DRAINAGE EASEMENT #2:
A PARCEL OF LAND LYING IN THE S.E. 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF "TUSCANY VILLAGE - PHASE 1" AS RECORDED IN PLAT BOOK 64, PAGES 13 THROUGH 15 INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES); THENCE ALONG THE SOUTH BOUNDARY OF SAID "TUSCANY VILLAGE - PHASE 1" AND THE NORTH BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 5, N.89°20'43"W., A DISTANCE OF 991.09 FEET; THENCE DEPARTING SAID BOUNDARY LINE, S.00°39'17"W., A DISTANCE OF 283.70 FEET TO THE POINT OF BEGINNING. THENCE S.89°20'43"E., A DISTANCE OF 10.00 FEET; THENCE S.00°39'17"W., A DISTANCE OF 10.00 FEET; THENCE N.89°20'43"W., A DISTANCE OF 10.00 FEET; THENCE N.00°39'17"E., A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.002 ACRES, MORE OR LESS.

NOTES:

1. DATE OF SKETCH: OCTOBER 30, 2012
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE EAST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD-83, 2007 ADJUSTMENT.
5. ADDITIONS OR DELETIONS TO MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEGEND:

— = BROKEN LINE; NOT DRAWN TO SCALE
O.R. = OFFICIAL RECORDS OF LAKE COUNTY

OF R.M. BARRINEAU & ASSOCIATES, INC.

EXHIBIT "I"

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

	R.M. BARRINEAU AND ASSOCIATES PROFESSIONAL SURVEYORS & MAPPERS Ocala Professional Plaza • 1302 S.E. 25th Loop • Suite 103 • Ocala, FLORIDA 34671 PHONE (352) 922-3133 • FAX (352) 368-3171 • www.rmbarrean.com	DRAWN: K.L.J. J.O.# 11088 REVISED: DWG.# 11088SK-ADDR CHECKED: T.P.B. DRAINAGE EASEMENT 2 APPROVED: T.P.B. SHEET 1 OF 1 SCALE: 1" = 40' COPYRIGHT © NOVEMBER, 2012
--	--	--

REGINALD M. BARRINEAU, P.E., F.S.M., F.A.S.T.M. - CERTIFICATE OF AUTHORIZATION NO. 18,051
CHRISTOPHER J. DOWDISH, P.E., F.S.M., F.A.S.T.M. - DAVIS P. BARRINEAU, P.E.M. - 18,052
WILSONITE BUSINESS CENTER/FLORIDA

**SKETCH OF DESCRIPTION FOR:
CLERMONT RETIREMENT RESIDENCE LLC
EXHIBIT "I"**

DESCRIPTION:**DRAINAGE EASEMENT #3:**

A PARCEL OF LAND LYING IN THE S.E. 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF "TUSCANY VILLAGE - PHASE 1" AS RECORDED IN PLAT BOOK 64, PAGES 13 THROUGH 15 INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 (RIGHT OF WAY WIDTH VARIES); THENCE ALONG THE SOUTH BOUNDARY OF SAID "TUSCANY VILLAGE - PHASE 1" AND THE NORTH BOUNDARY OF THE S.E. 1/4 OF SAID SECTION 5, N.89°20'43"W., A DISTANCE OF 734.45 FEET; THENCE DEPARTING SAID BOUNDARY LINE, S.00°39'17"W., A DISTANCE OF 84.24 FEET; THENCE S.44°20'43"E., A DISTANCE OF 224.08 FEET; THENCE S.00°39'17"W., A DISTANCE OF 269.28 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S.00°39'17"W., A DISTANCE OF 56.98 FEET; THENCE S.45°39'17"W., A DISTANCE OF 117.94 FEET; THENCE N.89°20'43"W., A DISTANCE OF 129.41 FEET; THENCE N.00°28'24"E., A DISTANCE OF 9.96 FEET; THENCE S.89°20'43"E., A DISTANCE OF 135.86 FEET; THENCE N.45°39'17"E., A DISTANCE OF 105.26 FEET; THENCE N.00°00'25"W., A DISTANCE OF 55.99 FEET; THENCE S.89°20'43"E., A DISTANCE OF 3.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES, MORE OR LESS.

**SHEET 1 OF 2
ONE IS NOT COMPLETE WITHOUT THE OTHER**

SEE SHEET 2 OF 2 FOR SKETCH

NOTES:

1. DATE OF SKETCH: OCTOBER 30, 2012
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.
4. BEARINGS ARE ASSUMED BASED ON THE EAST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD-83, 2007 ADJUSTMENT.
5. ADDITIONS OR DELETIONS TO MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.

***NOTE* THIS IS NOT A SURVEY!**

CERTIFIED TO:

1. CLERMONT RETIREMENT RESIDENCE LLC
2. CELEBRATION CHURCH OF PRAISE
3. FIRST AMERICAN TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

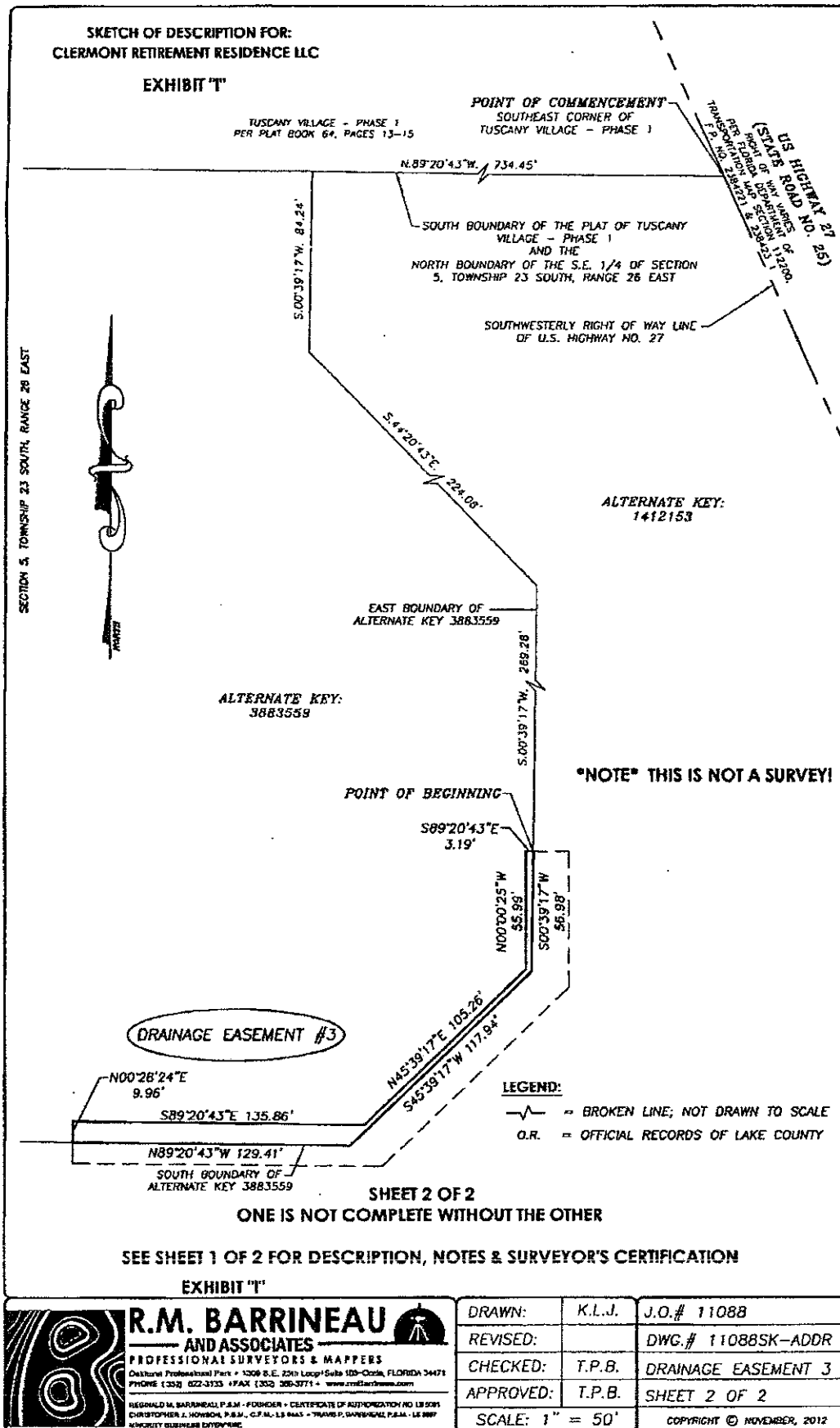
OF R.M. BARRINEAU & ASSOCIATES, INC.

EXHIBIT "I"

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



DRAWN:	K.L.J.	J.O.# 11088
REVISED:		DWG.# 11088SK-ADDR
CHECKED:	T.P.B.	DRAINAGE EASEMENT 3
APPROVED:	T.P.B.	SHEET 1 OF 2
COPYRIGHT © NOVEMBER, 2012		





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, July 22, 2014					
Agenda Item Name					
Contract Approval					
Requested Action					
Motion to approve a contract with Covanta as an emergency backup disposal site for solid waste.					
Staff Report					
Staff recommends this contract with Covanta as an emergency backup disposal site for solid waste in the event our current vendor - Progressive Waste - is unable to receive solid waste.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Covanta contract COV Lake - Spot DSA for the City of Clermont 7-1-14.docx					



DISPOSAL SERVICES AGREEMENT DATED AS OF July 1, 2014

DATE OF EXHIBIT A:	
ACCOUNT #:	
ACCOUNT MANAGER:	

NAME:	City of Clermont					("CUSTOMER")		
PHYSICAL ADDRESS:		3335 Hancock Rd.						
CITY:	Clermont			STATE:	FL		ZIP CODE:	34711
BILLING ADDRESS:		PO Box 120219						
CITY:	Clermont			STATE:	FL		ZIP CODE:	34712
CONTACT PERSON		Brian Camp	email	bcamp@clermontfl.org		TITLE	Sanitation Manager	
PHONE NUMBER:		352-241-0178			FAX NUMBER:		352-241-0542	
PERMIT/LICENSE TYPE OR NUMBER								

DISPOSAL LOCATION(S) (THE "FACILITY") AND DISPOSAL PRICE	
FACILITY NAME/ADDRESS/HOURS:	Covanta Lake II, Inc. 3830 Rogers Industrial Park Rd. Okahumpka, FL 34762 7:00 AM to 5:30 PM Daily, or, based on advance request & approval - specific times coordinated directly with the Facility staff.
DISPOSAL PRICE:	\$38.00/ton

TERM:	7/1/14 to 6/30/15	TYPE OF WASTE:	Non-hazardous municipal solid waste
MINIMUM CHARGE PER SHIPMENT:	NA		
QUANTITY TO BE DELIVERED:	As Available		
INITIAL FEES AND/OR TAXES:	NA		
COMMENTS:	The Parties may agree to extend this Agreement at any time prior to the end of the current term. On each July 1st during the term of this Agreement, the Disposal Price shall be subject to an increase from the preceding year's rate by a percentage positive increase, if any, in the Consumer Price Index, for All Urban Consumers, published by the U.S. Department of Labor, Bureau of Statistics from the preceding year.		

TERMS AND CONDITIONS OF DISPOSAL SERVICES AGREEMENT

- SERVICES:** Customer shall deliver, and Disposer shall receive and dispose of, all of Customer's Acceptable Waste (as defined on the first page hereof). Acceptable Waste is delivered FOB the Facility, unless otherwise stated on Exhibit A. Services will not be provided on those days designated as a holiday by the Facility or Disposer. **DISPOSER RESERVES THE RIGHT TO INTERRUPT DELIVERIES AT ANY TIME IN ITS SOLE DISCRETION.**
- ACCEPTABLE WASTE:** "Acceptable Waste" means municipal solid waste and, if specifically listed under "Type of Waste", construction and demolition debris and/or recyclables, but excludes any waste defined or regulated as hazardous by any federal, state, local, or provincial authority. Acceptable Waste excludes incinerator residue, demolition and construction debris (unless specifically listed under "Type of Waste"), regulated medical waste, substances in gaseous form, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, any and any waste prohibited by any applicable permit condition. Acceptable Waste must be of a size and composition such that the Facility is able to process it. Acceptable Waste excludes any material that has the reasonable possibility of adversely affecting the operation of any part of the Facility. Disposer may reject any and all waste which is not Acceptable Waste. Disposer may inspect random material on incoming waste vehicles. Disposer shall have no obligation to accept title to or process non-Acceptable Waste. If non-Acceptable Waste arrives at the Facility, Disposer may (but shall have no obligation to) arrange to have it picked up, transported, and disposed of at Customer's expense, paid in advance if Disposer so demands. In the alternative, and to the extent allowed under applicable law, Disposer may instruct Customer to pick up, transport and dispose of such waste at Customer's expense and provide Disposer with written proof of disposal in compliance with all applicable laws and regulations. Title to Acceptable Waste shall vest in Disposer only after acceptance of the Acceptable Waste. In the event that Disposer subsequently determines that any materials accepted from Customer are not Acceptable Wastes, then Disposer may revoke its acceptance of such non-Acceptable Waste, so long as the material has not been combined with any other materials by Disposer,

and manage such non-Acceptable Waste as outlined in this paragraph. Any and all liability associated with Acceptable Waste shall pass to Disposer upon its acceptance of the waste; PROVIDED, HOWEVER, THAT IF CUSTOMER DELIVERS ANY NON-ACCEPTABLE WASTE, CUSTOMER SHALL INDEMNIFY DISPOSER FOR ALL LOSSES, COSTS, AND DAMAGES (INCLUDING ATTORNEY'S FEES AND COSTS) ("COSTS") ARISING THEREFROM, EXCEPT COSTS ARISING FROM DISPOSER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. Customer is prohibited from bringing any commingled non-Acceptable Waste along with Acceptable Waste for disposal, but in the event that Customer does bring any such non-Acceptable Waste, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR COSTS ASSOCIATED WITH SUCH NON-ACCEPTABLE WASTE, SPECIFICALLY INCLUDING ALL COSTS ASSOCIATED WITH DISPOSER'S NEGLIGENCE, BUT EXCLUDING COSTS ASSOCIATED WITH DISPOSER'S GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT, IN HANDLING OR DISPOSING OF SUCH NON-ACCEPTABLE WASTE. Delivery of non-Acceptable Waste shall be grounds for immediate termination of this Agreement.

3. **PAYMENT TERMS:** Except where Customer is required to prepay as indicated on Exhibit A, Customer shall make payment within 30 days of the date of Disposer's invoice at the address specified on such invoice. **Amounts owed to Disposer after invoice due date shall accrue interest each day such invoice is not paid at the maximum rate permitted by applicable law.** Customer shall also pay Disposer's reasonable investigation costs and attorney's fees for purposes of collection of amounts owed by Customer. At Disposer's option, based on the results of a credit check, Disposer may require, and Customer shall provide as security, an escrow fund or a payment bond sufficient to cover processing Acceptable Waste brought to the Facility by Customer. A fee of \$35.00 will be charged on all returned checks.
4. **INDEMNIFICATION:** Disposer shall indemnify and hold harmless Customer, its subsidiaries and affiliates from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Disposer's and the Facility's property, contamination of or adverse effects on the environment, and injuries to or death of persons, including Customer's, Disposer's or Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Disposer, its employees, haulers, contractors, subcontractors or agents; or (2) Disposer's breach of any term or provision of this Agreement.

Customer shall indemnify and hold harmless Disposer and the Facility(ies), their partners, parent companies, subsidiaries, and affiliates (collectively, the "Indemnified Parties"), from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Disposer's and the Facility's property, contamination of or adverse effect on the environment, and injuries to or death of persons, including Customer's, Disposer's or Facility's employees, caused by or resulting from: (1) the negligence or willful misconduct of Customer, its employees, haulers, contractors, subcontractors or agents; or (2) Customer's breach of any term or provision of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, Customer assumes responsibility for (1) any injury or loss incurred by its employees or agents while on the Facility's premises (except that caused by Disposer's gross negligence), (2) any damage to Customer's property, including, but not limited to Customer's vehicles, that results from Disposer or the Facility providing unloading assistance to Customer while Customer is on the Facility's premises (except that caused by Disposer's gross negligence), and (3) the compliance with all of the Facility's rules and regulations, particularly those relating to safety and health.

Neither party shall have any liability to the other for any special, incidental or consequential damages, whether arising in contract, tort, strict liability, or in any other cause of action whatsoever. Said duties to indemnify, defend and hold harmless shall survive the termination of this Agreement.

5. **COMPLIANCE WITH LAWS:** Both parties shall comply with all applicable federal, state, local and provincial laws, regulations, ordinances, rules, permits, licenses and governmental orders and directives (collectively "***Applicable Laws***".) Customer shall also comply with work and safety rules promulgated to govern operations at the Facility.
6. **FORCE MAJEURE:** Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, or acts of God, herein referred to as "***Events of Force Majeure***." The financial inability to perform of a party is not an Event of Force Majeure.
7. **TERMINATION:** Either party may terminate this Agreement at any time, with or without cause, upon 30 days prior written notice to the other party.
8. **INSURANCE:** Customer shall maintain workers' compensation insurance providing statutory benefits, employer's liability coverage of not less than \$500,000 and automobile and commercial general liability insurance with policy limits of not less than \$5,000,000 each occurrence for bodily injury or death and property damage. Limits for automobile and general liability can be satisfied either through a single policy or combination of primary and umbrella/excess coverage. Where umbrella/excess coverage is used, coverage must be "follow form" or as broad as primary coverage. Customer shall cause the aforesaid policies to be duly and properly endorsed by Customer's insurance underwriter's as follows: a) to provide endorsement naming as additional insured, except for workers' compensation, and waiving subrogation in favor of the Indemnified Parties; b) to contain a standard cross liability and severability clause; c) to provide that said insurances shall be primary in all instances with respect to Disposer's insurances, which shall be secondary and non-contributing at all times; d) to provide contractual liability coverage for all liability assumed by Customer under the terms of this Agreement; and e) to notify Disposer in writing at least 30 days prior to cancellation of any policy covered hereunder. These limits are considered minimum and in no way intended to limit the Customer's liability under this Agreement. Prior to commencing any Services under this Agreement, Customer shall furnish Disposer with Certificates of Insurance issued by Customer's insurer(s), as necessary, in a form acceptable to Disposer, as evidence that the insurance policies, including all applicable endorsements, providing the required coverage's, conditions, and limits required by the section are in full force and effect. Disposer also reserves the right to request and receive certified copies of any or all of such insurance policies and or endorsements. Disposer shall not be obligated, however, to review such insurance certificates, policies, and endorsements, or to advise Customer of any deficiencies in such documents, and such receipt shall not relieve Customer from or be deemed a waiver or Disposer's right to insist on strict fulfillment of Customer's obligations herein.
9. **FEES/TAXES:** In addition to the Disposal Price, Customer shall pay such fees as Disposer may impose from time to time by notice to Customer (including, by way of example only, administrative fees and environmental fees), with Disposer to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Disposer a fuel

surcharge fee in the amount shown on Disposer's invoices, which amount Disposer may increase or decrease from time to time by showing the amount on the invoice. The initial amounts for the fees listed in this paragraph are set forth on the first page of this Agreement, but are subject to change from time to time as described in this paragraph.

In addition to the Disposal Price, Customer shall pay all federal, state, local or other taxes, fees (including host fees), surcharges and other similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Facility that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise (collectively, "**Taxes**"). The initial amount of Taxes is set forth on the first page of this Agreement, but is subject to change from time to time as described in this paragraph. In addition, Disposer shall have the right to increase the Disposal Fee from time to time by the pro-rata amount (determined by relative tonnage of Acceptable Waste delivered by Customer and accepted by Disposer divided by the total tonnage processed at the Facility) of any increase in operating costs or capital costs of the Facility as a result of a change in Applicable Laws. Any such increase shall be effective immediately upon written notice by Disposer to Customer.

10. CONFESSION OF JUDGMENT: CUSTOMER HEREBY EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES, OR ELSEWHERE, TO APPEAR FOR CUSTOMER WITH DECLARATION FILED, AND CONFESS JUDGMENT AGAINST CUSTOMER IN FAVOR OF DISPOSER, ITS SUCCESSORS AND/OR ASSIGNS, AS OF ANY TERM, FOR ANY COMPENSATION, SUM OR AMOUNT TO WHICH DISPOSER IS ENTITLED TO RECEIVE FROM CUSTOMER UNDER THIS DISPOSAL SERVICES AGREEMENT, INCLUDING INTEREST THEREON AT THE RATE OF TEN PERCENT (10%), COMPOUNDED QUARTERLY (HEREAFTER "DAMAGES"), TOGETHER WITH AN ATTORNEY'S FEE FOR COLLECTION OF SAME OF TWENTY PERCENT (20%) OF THE TOTAL AMOUNT OF SUCH DAMAGES, TOGETHER WITH COSTS OF SUIT, AND CUSTOMER HEREBY WAIVES ALL ERRORS, DEFECTS AND IMPERFECTIONS IN ENTERING SAID JUDGMENT OR IN ANY WRIT, OR PROCESS, OR PROCEEDING THEREON OR THERETO OR IN ANY WISE TOUCHING OR CONCERNING THE SAME; AND FOR THE CONFESSION AND ENTRY OF SUCH JUDGMENT, THIS DISPOSAL SERVICES AGREEMENT, OR A TRUE AND CORRECT COPY THEREOF, SHALL BE SUFFICIENT WARRANT AND AUTHORITY. THE AUTHORITY AND POWER CONTAINED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED FROM TIME TO TIME AND AS OFTEN AS THERE IS AN OCCURRENCE OF ANY EVENT OF DEFAULT, AND FURTHERMORE SUCH AUTHORITY AND POWER MAY BE EXERCISED DURING THE TERM AND ANY EXTENSION OR RENEWAL OF THIS DISPOSAL SERVICES AGREEMENT, OR AFTER THAT EXPIRATION OR EARLIER TERMINATION OF THIS DISPOSAL SERVICES AGREEMENT.

11. Neither party shall use the name of the other party or any of its affiliates or related companies or customers in any publicity or advertising or disclose any information related to the existence of this Agreement or the terms and conditions of this Agreement hereof, without the prior written consent of the other party.

12. (a) This Agreement constitutes the entire understanding between the parties and supercedes all prior negotiations, understandings, and agreements concerning Disposer's service. No changes to this Agreement will be effective unless in writing and signed by the party to be bound. (b) No failure by either party to insist on performance shall operate as a waiver of other or subsequent breaches. (c) Neither party shall assign its rights or delegate its duties under this Agreement to any other person without the prior written consent of the other party, such consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto. (d) If any provision of this Agreement is held to be unenforceable, this Agreement shall be reformed, but only to the extent necessary to render it enforceable. This Agreement may be executed in any number of counterparts, each of which when so executed shall be an original and all of which together shall constitute one and the same instrument.

THEREFORE, in consideration of their mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Disposer and Customer hereby agree to the terms of this Agreement.

CUSTOMER:		DISPOSER:	
<i>AUTHORIZED SIGNATURE</i>	<i>DATE</i>	<i>AUTHORIZED SIGNATURE</i>	<i>DATE</i>
		JOSEPH R TRESHLER	7/1/14
<i>PRINT NAME</i>	<i>DATE</i>	<i>PRINT NAME</i>	<i>DATE</i>

**AGENDA ITEM**

Council Meeting Date	
Tuesday, July 22, 2014	
Agenda Item Name	
Lakeshore Drive	
Requested Action	
Approve the traffic calming and safety options for Lakeshore Drive as presented.	
Staff Report	
On January 28, 2014 the City Council discussed a few issues that have occurred on Lakeshore Drive. Many of these issues are a result of the construction of the new interchange at SR 50 and US 27. Local traffic had diverted to Lakeshore Drive as an option to avoid the construction and seemed to remain using the road after construction was completed. The results include not just an increase in traffic, but speed and safety for neighboring residents also became an issue. Staff was instructed to attain a few cost estimates for possible options. Staff held a workshop for the neighborhood residents on April 2, 2014 at which many issues were discussed and the attendees provided recommended options. City staff reviewed the options and attained cost estimates, all of which are provided in the accompanying Power Point presentation.	
Legal Impact	
Additional Analysis	
Staff is recommending the following options: 1. "T" off intersection of Hooks Street and Lakeshore Drive 2. Install three STOP sign intersections: Hooks Street, East Ave. and Lake Ave. 3. Install "curve" signs 4. Install two Speed Tables - east and west side of Lake Winona Bridge. 5. Drop speed limit from 30 mph to 25 mph west of Lake Ave. 6. Install 6 new LED lights at primary intersections: Hooks St., East Ave., Lake Ave., Lake Winona Bridge & 12th Street The effectiveness of these options will be reviewed at a future date.	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Lakeshore Drive Presentation	Lakeshore Drive PP Presentation-CC7-22-14.pdf	



LAKESHORE DRIVE

PURPOSE



- To provide a summary and staff recommendations for issues relating to Lakeshore Drive

OUTLINE



- Overview
- Location
- Workshop Summary
- Options
- Recommendations

OVERVIEW



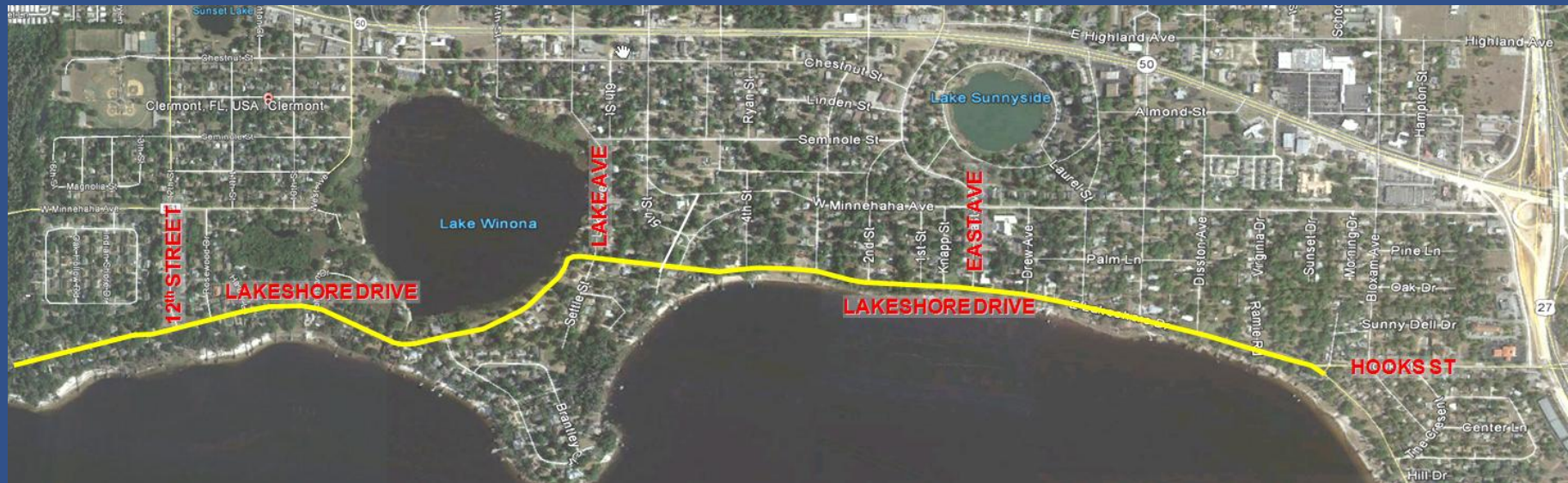
- For the past several years, there have been resident complaints about the excessive speed on Lakeshore Drive.
- The City Council instructed staff to conduct a traffic study which was completed to validate the concern.
- City staff and adjacent residents had a workshop to discuss concerns and possible options.

OVERVIEW



- City staff researched the top options as suggested at the workshop.
- Viable options have been determined with consideration of the following:
 - * Lasting impact
 - * Cost and budget
 - * Location of option
 - * Time for installation or type of option

LOCATION



WORKSHOP SUMMARY



- Workshop held on April 2, 2014
- 141 invitations were delivered;
35 attended (24.8% attendance rate)
- City staff presented the history, maps, potential needs, and common ideas.
- There were 7 tables that broke out into groups to discuss and then presented their top 5 issues or options.

WORKSHOP SUMMARY



The issues and options discussed included the following:

- “T” off or install a roundabout at Hooks Street and Lakeshore
- Put traffic back on Hwy. 50 (remove red lights)
- Break the road at the Winona Bridge (two ends)
- Sidewalks & Lighting
- Speed bumps or tables (every second block OR between Lake Ave. & 12th Street)
- Drop speed limits

WORKSHOP SUMMARY



- STOP signs – various locations
- Residents Only sign
- No Passing signs
- Vehicle Size Limits sign
- Re-surface Lakeshore Drive
- Increase patrolling and write speed tickets

OPTIONS



Staff recommended options that can be phased in depending on costs/budget and the results each achieves:

- Reduce speed limit from 30 mph to 25 mph – from Lake Ave. to 12th Street
 - Cost: \$470 per intersection (\$1,410 for 3 intersections)
- Install speed bumps – on both sides of the Lake Winona bridge
 - Cost: \$7,000

OPTIONS



- Install STOP signs – at Lake Ave., East Ave.
 - Cost: \$470 per intersection (\$1,410 for 3 intersections)
- Install “curve” signs
 - Cost: \$75 per sign +/- (4 signs = \$300)
- “T” intersection with 3-way STOP at Hooks St. and Lakeshore Drive
 - Cost: \$65,000 (split cost with Lake County)
- LED lighting at intersections — approx 23 or 4 primary intersections
 - Cost: \$45/light/intersection \$1,035/month = \$12,420/year
 - Existing is \$15/month = \$345 /year

RECOMMENDATIONS



- Install Stop Signs & Curve Signs
 - More cost effective
 - Easy to install and maintain
 - Immediate results
 - More effective in controlling speed
 - No damage to vehicles
- Speed Bumps/tables
 - Lakeshore Drive stops at 12th Street and is NOT a limited access road and north direction routes are available
 - Effective at Lake Winona Bridge with reduced speed limit
- LED Lighting
 - Enhanced safety along road

RECOMMENDATIONS



Sample STOP signs at Lake Ave.:



RECOMMENDATIONS

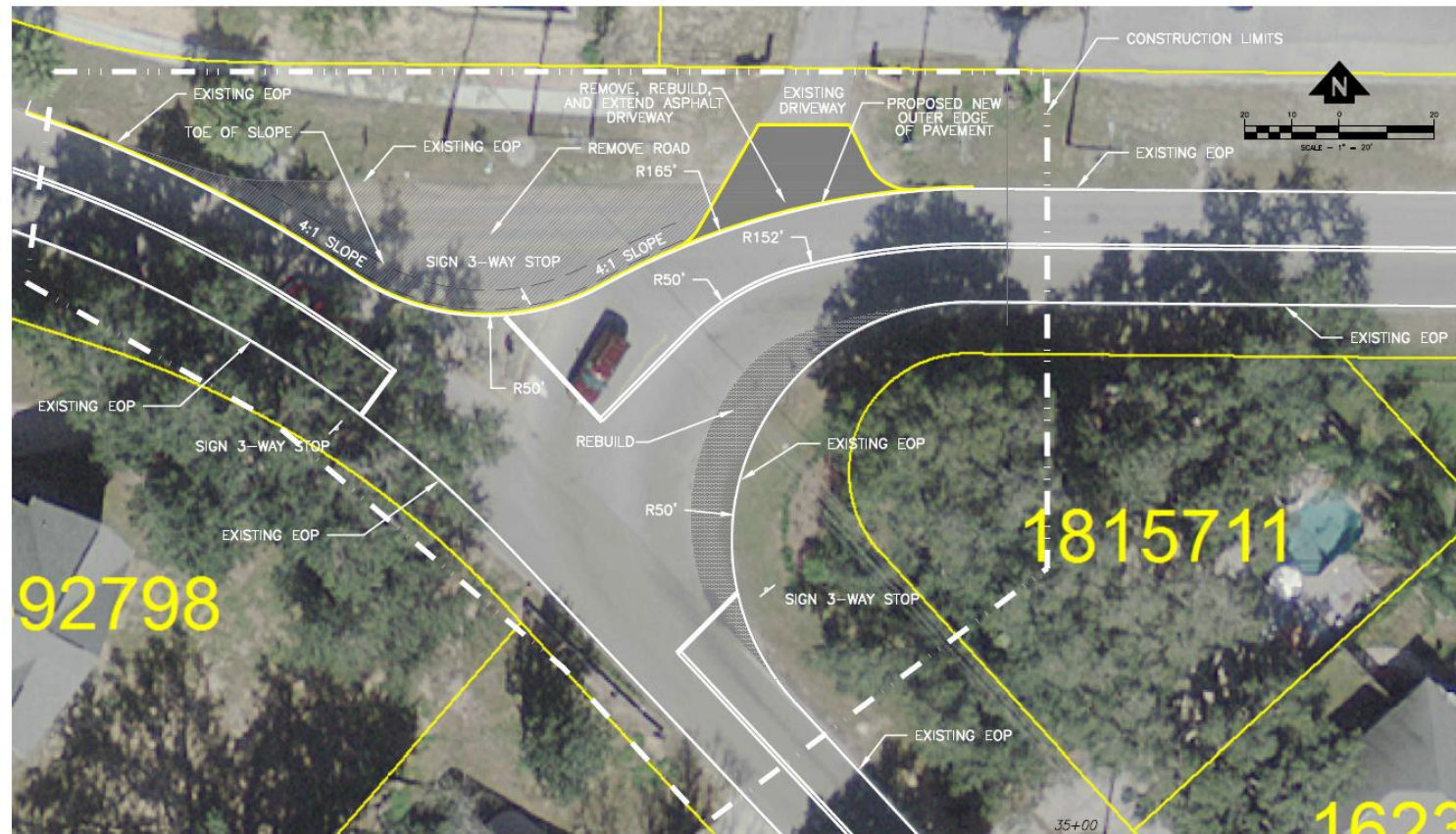


**Lakeshore Dr
Facing East**

RECOMMENDATIONS



- Hooks St. & Lakeshore Dive "T" Intersection:



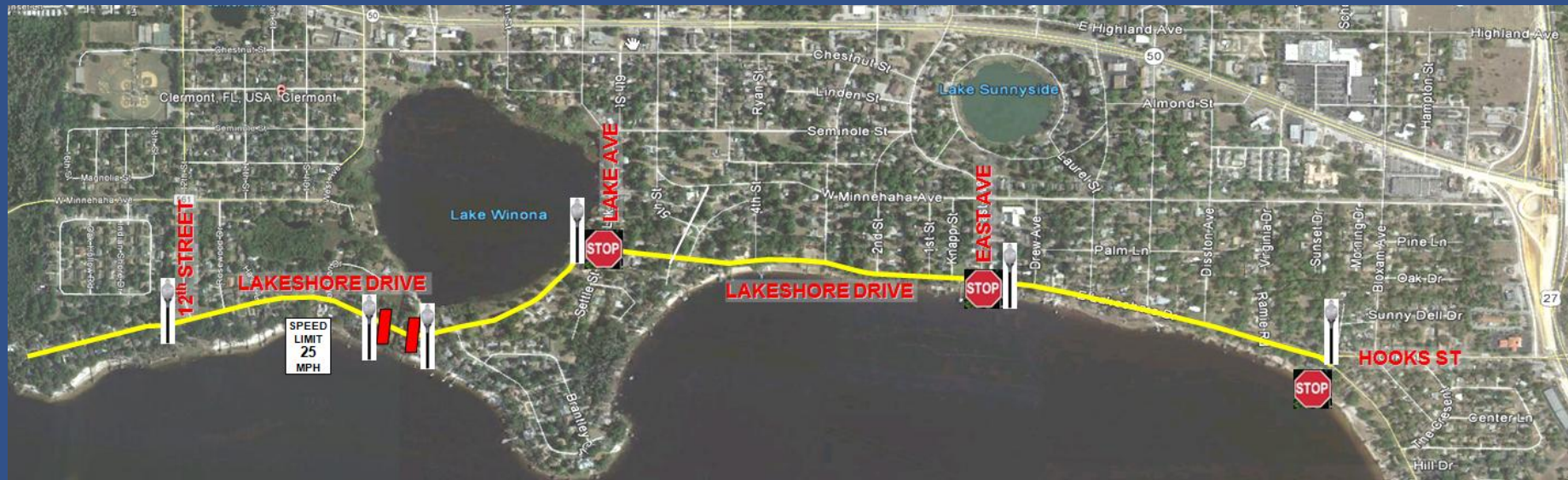
C:\PROJECTS\HOOK ST & LAKE SHORE DRIVE\HOOKS-CZ-2015.dwg, 6/6/2014 12:21:16 PM, DWG to PDF.p3

REVISION:	DATE:	SECTION 30	TOWNSHIP 22 S	RANGE 26 E	 DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 437 ARDICE AVE. EUSTIS, FLORIDA 32726	HOOKS ST. & LAKE SHORE DR. INTERSECTION PROPOSAL PLAN DRAFT FOR REVIEW ONLY	ENGINEER OF RECORD:	CAD FILE
DESIGNED:	DATE:	STATE OF FLORIDA PROFESSIONAL ENGINEER LICENSE NO. NUMBER		SHEET #				
DRAWN:	DATE:	DATE		C				
APPROVED:	DATE:							

RECOMMENDATIONS



- Arial Map:



Legend:

 Lakeshore Drive ROW



LED enhanced Lighting at intersections



3-Way STOP intersection



Speed Table, both sides of bridge



Reduced speed limit (Lake Ave to 12th Street)

"T" intersection at Lakeshore Drive & Hooks St. Add 3-way STOP

RECOMMENDATIONS



- Arial Map – west of Lake Ave.:



Legend:

 Lakeshore Drive ROW



LED – enhanced Lighting at intersections



3-way STOP intersection



Speed Table, both sides of bridge
Reduced speed limit (Lake Ave to 12th Street)

RECOMMENDATIONS



- Arial Map – east of Lake Ave.:



Legend:

 Lakeshore Drive ROW



LED – enhanced Lighting at intersections

T" intersection at Lakeshore Drive & Hooks St. Add 3-way STOP



3-way STOP intersection

RECOMMENDATIONS



Approve the following options for Lakeshore Drive as a first step to slowing traffic to encourage alternate routes (reassessment at a future date):

1. “T” off intersection of Hooks Street and Lakeshore Drive
2. Install three STOP sign intersections:
Hooks Street, East Ave. and Lake Ave.
3. Install “curve” signs
4. Install two Speed Tables - east and west side of Lake Winona Bridge.
5. Drop speed limit from 30 mph to 25 mph west of Lake Ave.
6. Install 6 new LED lights at primary intersections:
Hooks St., East Ave., Lake Ave., Lake Winona Bridge & 12th Street



Thank You



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, July 22, 2014					
Agenda Item Name					
Highland Ranch Variance					
Requested Action					
Move to deny variance request.					
Staff Report					
This request is for two subdivision entry signs to exceed 32 square feet, and for one to be located away from the principal street entrance. Highland Ranch (formerly known as Black West) is the recently approved 1,100 unit single family development located adjacent to the Florida Turnpike. The applicant is requesting a variance to allow the main subdivision sign to be 60 square feet and for a second subdivision sign to be 200 square feet. The second 200 square foot sign is also proposed to be located away from the main subdivision entry point. This is also part of the variance request, as city code requires subdivision entry point signs to be located adjacent to the entry point of the subdivision. The proposed location of the 200 square foot sign would be near the intersection of North Hancock Road and Old Highway 50. The applicant feels this location is needed to identify the 579 acre project, and this location is a first point of contact for the public to find the subdivision.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Application			Application.pdf		
2. Exhibit 2 & 3			Exhibit 2.doc		
3. Site plan			Site plan.pdf		
4. Legal ad			VAR legal ad 7-8-2014.doc		



CITY OF CLERMONT
VARIANCE
Application

DATE: May 23, 2014

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Highland Ranch (aka: Black West Ranch)

APPLICANT: Court Street Partners LLC (on behalf of Taylor Morrison of Florida, Inc.)

CONTACT PERSON: Todd Clements, RLA

Address: 733 W. Smith Street

City: Orlando State: FL Zip: 32804

Phone: 407-256-2625 Fax: n/a

E-Mail: tdclements@courtstreetpartners.com

OWNER: Taylor Morrison of Florida, Inc. (Orlando Division)

Address: 151 Southhall Lane Suite 200

City: Maitland State: FL Zip: 32751

Phone: 321-397-7523 Fax: n/a

Address of Subject Property: 14428 Old Highway 50, Clermont, FL

General Location: North of Old Hwy 50, East of N. Hancock Rd, generally West Blackstill Lake Road and
South of the Florida Turnpike

Legal Description (include copy of survey): (See Attached)

Land Use (City verification required): C.U.P.

Zoning (City verification required): C.U.P.

CITY OF CLERMONT
VARIANCE
Application
Page 2

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief: Sec. 102-15 (e) (3)

What are you proposing to do that would require a variance and why?
(see attached written description)

How does the Code create a hardship?
(see attached written description)

*** * * * *** The following justifications must be completed *** * * * ***
for any variance requested:

Variance requested – subject and code section: Sec. 102-15 (e) (3) Residential Signs

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

(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;
(see attached written description)

(2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
(see attached written description)

CITY OF CLERMONT
VARIANCE
Application
Page 3

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 and undue hardship on the applicant;

(see attached written description)

(4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

(see attached written description)

(5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

(see attached written description)

(6) 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;

(see attached written description and exhibits for reference)

(7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and

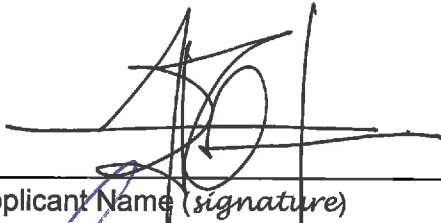
(see attached written description)

(8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

(see attached written description)

CITY OF CLERMONT
VARIANCE
Application
Page 4

TODD D. CLEMENTS
Applicant Name (print)

X 
Applicant Name (signature)

John C. Tree
Owner Name (print)

X 
Owner Name (signature)

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont

Planning & Zoning Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

Highland Ranch (f/k/a “BlackWest Property”) Variance Application – Applicant Response to Questions.

What are you proposing to do that would require a variance and why?

The request is two part. The first part deals with the specific sign locations and the second part deals with the total allowable square feet for the sign type face.

The first part of the request addresses a proposed ground sign for way finding at the Southwest corner of the property. This location is not considered a principal street entrance to the community and therefor requires a variance. The variance, if granted, would provide way finding for the project at a major intersection where orientation is needed for the community to function as a Master Planned integrated environment. This location is the first point of contact for visitors headed north bound on Hancock Road from Highway 50. Signage and community identification has always been contemplated and represented in drawings and visioning maps at this location. The applicant has previously explained in public hearings what is now being requested. This request was delineated as part of the C.U.P approval process granted by the City. (See Exhibit A, Key Map A1 Location)

The second part of the request addresses two ground signs where the project sign face will exceed the maximum required square footage allowed by code. (See Exhibit A, Primary Community Monument locations A-1 and A-2) Proposed sign faces are appropriately sized based on the letter height to viewing distance provided by the site layout. (See Exhibit B & C, Letter Height)

How does the code create a hardship?

The Code states that subdivisions may be permitted one sign for each principal street entrance, not exceeding 32 square feet and indicating only the name of the subdivision.

The hardship is created due to the nature of Highland Ranch’s shape, landform and size - approximately 579 Acres. As a result of its shape, size and the landform of the site, it has multiple neighborhoods within its multiple road network systems for which the primary first point of contact with the project is not at a principal street entrance but rather at its important “first points of contact” with a visitor or service provider where way finding is needed. This is the special condition, which is a result of the projects geography, location, size and shape, not created by the applicant, and therefore the impetus for the first part of the request.

The second part of the hardship request deals with the sign face type size and the maximum allowable square footage amount. The request is based on necessary way finding at these locations and is due to its separation and legibility from perimeter roadways. As a result of existing site constraints and conditions from immediate perimeter roadways to the actual sign face, long distance separations are created that require larger text to be used to be effective and legible. Not dissimilar to the first part of the request, this is due to the projects size and the resultant large distance separations from perimeter roadways. The request asks for sign faces that are sized based on the legible letter height visibility to viewing distance. (See Exhibit B & C, Letter Height)

Sec. 86-174. Review criteria and findings

Highland Ranch (f/k/a “BlackWest Property”)

Variance Application – Applicant Response to Questions.

(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; Special conditions and circumstances exist as a result of the projects shape, size and the landform of the site along with its multiple road network systems which are common in large master planned communities. The property configuration dictates that sign (A-1) be located at a non-principal street entrance to facilitate way finding at the “first point of contact” with a visitor or service provider. Further, the location of sign (A-1), the southwest corner of the property, has a triangular depressed tract of land that is not owned by the applicant and it creates a large distance separation from the immediate roadway requiring the sign wall to be located +/- 400 feet from viewing distance. This condition is immediately at the intersection of N. Hancock & Old Hwy 50. Due to this uncontrollable circumstance a larger sign face is needed here for legible way finding. The second sign location (A-2) has a similar viewing distance separation and requires a larger sign face. (See Exhibit D & E, Viewing Distances for reference)

(2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property; The conditions are existing and have not been created by the 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 and undue hardship on the applicant; The variance will provide the required and necessary way finding at functional locations and will also provide for a legible sign face for effective way finding. The property configuration dictates that a sign (A-1) be located at a non-principal street entrance where the visitors “first point of contact” occurs. It is necessary to appropriately identify the project at a major intersection while providing clear legible sign face for viewing from longer distances. The current code maximum sign face would be undersized and not provide letter height visibility to viewing distance that is functional.

(4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded; The variance is not based on cost reduction but rather adds cost to the development. This request is important to an effective way finding system so visitors and service providers can adequately navigate the master planned community.

(5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure; The sign location and sign face enlargements requested is the minimum variance necessary.

(6) 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; The sign location and sign face enlargements requested shall apply only to the areas noted in this variance application. (See Exhibits for reference)

(7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and The proposed variance will utilize the character of

**Highland Ranch (f/k/a “BlackWest Property”)
Variance Application – Applicant Response to Questions.**

landform and site and incorporate the sites natural features into the design of the sign wall with a large amount of planting that will further beautify the immediate surrounding area. It is the applicant’s belief that this request will not diminish property values or have an adverse effect on the surrounding properties. The applicant believes that there will be no detrimental effect to the public welfare.

(8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare. The overall design goal for Highland Ranch is to provide quality improvements and enhancements through the use of thoughtful landscape design, effective way finding and pleasing architectural features that further enhance and make large master planned environments functional. The design style and materials will be harmonious with the character of the surroundings and consistent with the vision set forth during the previous approval process. The applicant believes that it will not be detrimental to other properties or to the public.

Exhibit 2

DEVELOPMENT NAME: Highland Ranch

Location Map:



Exhibit 3

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

There are eight items that the applicant is required to respond to. Staff’s comments based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (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;

Applicant response: Special conditions and circumstances exist as a result of the projects shape, size and the landform of the site along with its multiple road network systems which are common in large master planned communities. The property configuration dictates that sign (A-1) be located at a non-principal street entrance to facilitate way finding at the “first point of contact” with a visitor or service provider. Further, the location of sign (A-1), the southwest corner of the property, has a triangular depressed tract of land that is not owned by the applicant and it creates a large distance separation from the immediate roadway requiring the sign wall to be located +/- 400 feet from viewing distance. This condition is immediately at the intersection of N. Hancock & Old Hwy 50. Due to this uncontrollable circumstance a larger sign face is needed here for legible way finding. The second sign location (A-2) has a similar viewing distance separation and requires a larger sign face. (See Exhibit D & E, Viewing Distances for reference)

Staff comments: *Staff does not feel special conditions exist.*

Negative finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;

Applicant response: The conditions are existing and have not been created by the owner.

Staff comments: *The applicant/owner is creating this variance request.*

Negative finding

- (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 and undue hardship on the applicant;

Applicant response: The variance will provide the required and necessary way finding at functional locations and will also provide for a legible sign face for effective way finding. The property configuration dictates that a sign (A-1) be located at a non-principal street entrance where the visitors “first point of contact” occurs. It is necessary to appropriately identify the project at a major intersection while providing clear legible sign face for viewing from longer distances. The current

code maximum sign face would be undersized and not provide letter height visibility to viewing distance that is functional.

Staff comments: *Variances of this type are not common in the area, and a hardship has not been presented.*

Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;

Applicant response: The variance is not based on cost reduction but rather adds cost to the development. This request is important to an effective way finding system so visitors and service providers can adequately navigate the master planned community.

Staff comments: *The owner /developer would be spending additional cost to build the proposed signage.*

Positive finding

- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;

Applicant response: The sign location and sign face enlargements requested is the minimum variance necessary.

Staff comments: *Based on the submitted plan and the parcel size, the variance would be the minimum necessary.*

Positive finding

- (6) 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;

Applicant response: The sign location and sign face enlargements requested shall apply only to the areas noted in this variance application. (See Exhibits for reference)

Staff comments: *Special privileges would be conferred since other similar variances are not present.*

Negative finding

- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and

Applicant response: The proposed variance will utilize the character of landform and site and incorporate the sites natural features into the design of the sign wall with a large amount of planting that will further beautify the immediate surrounding area. It is the applicant's belief that this request will not diminish property values or have an adverse effect on the surrounding properties. The applicant believes that there will be no detrimental effect to the public welfare.

Staff comments: *Staff does not feel any property values will diminish in the area.*

Positive finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: The overall design goal for Highland Ranch is to provide quality improvements and enhancements through the use of thoughtful landscape design, effective way finding and pleasing architectural features that further enhance and make large master planned environments functional. The design style and materials will be harmonious with the character of the surroundings and consistent with the vision set forth during the previous approval process. The applicant believes that it will not be detrimental to other properties or to the public.

Staff comments: While the variance request is not in harmony with the general intent and purpose of the LDC, the signage will not be detrimental to surrounding properties or public welfare.
Positive finding

STAFF RECOMMENDATION for the Variance:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes there are four of eight that do not met these findings. Therefore, staff recommends denial of this variance request for an increase of sign area and location.

HIGHLANDS RANCH PRIMARY PHASE 1
LOCATED IN SECTIONS 15 AND 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT NOTES:

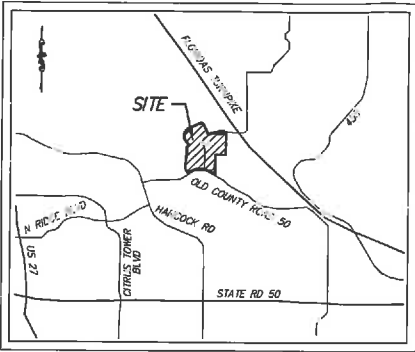
- 1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS BEING NORTH 89°53'45" WEST.
- 2. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION 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 AND THE CITY OF CLERMONT LAND DEVELOPMENT REGULATIONS.
- 4. ALL LOT LINES ALONG CURVES ARE RADIAL UNLESS NOTED OTHERWISE. NON-RADIAL LINES ARE NOTED BY (NR).
- 5. STATE PLANE COORDINATES SHOWN HEREON AND THEIR COMPUTED VALUES SHALL BE SUBORDINATED TO THE MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THIS PLAT.
- 6. ALL LOTS HAVE A 10 FOOT DRAINAGE AND UTILITY EASEMENT ACROSS THE FRONT AND A 5 FOOT DRAINAGE AND UTILITY EASEMENT ACROSS THE SIDES AND THE REAR UNLESS NOTED OTHERWISE.
- 7. TRACTS "A", "F" (OPEN SPACE/BUFFER/LANDSCAPE) AND TRACTS "B", "C" (LANDSCAPE) AND TRACTS "D", "K", "L" (OPEN SPACE/LANDSCAPE) AND TRACTS "E", "H", "I", "Q", "Y" (OPEN SPACE) AND TRACTS "G", "M", "O", "P", "W" (RETENTION POND) AND TRACT "J" (CONSERVATION/WETLAND) AND TRACT "O" (CONSERVATION (GEORGE'S LAKE)) AND TRACT "R" (CONSERVATION (BLACK'S LAKE)) AND TRACT "T" (CONSERVATION) SHALL BE OWNED AND MAINTAINED BY THE HIGHLANDS RANCH HOMEOWNERS ASSOCIATION.
- 8. TRACTS "S" AND "BB" (OPEN SPACE/DRAINAGE) SHALL BE OWNED BY THE HIGHLANDS RANCH HOME OWNERS ASSOCIATION AND MAINTAINED BY LAKE COUNTY.
- 9. TRACT "U" (LIFT STATION) SHALL BE DEDICATED TO THE CITY OF CLERMONT.

LEGAL DESCRIPTION:

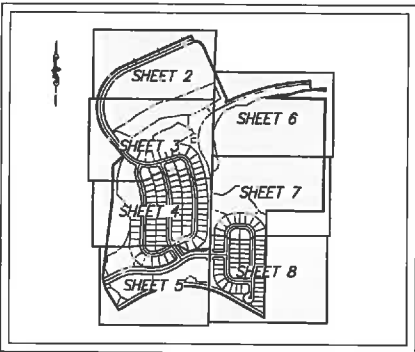
A PARCEL OF LAND SITUATED IN SECTIONS 15 AND 16, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE NORTH 89°53'45" WEST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 SAID SECTION 16, A DISTANCE OF 276.41 FEET; THENCE DEPARTING PERPENDICULAR TO SAID NORTH LINE, SOUTH 00°06'15" WEST, A DISTANCE OF 608.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 24°20'21" EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 65°39'39" EAST, A DISTANCE OF 17.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 301°4'32", A CHORD BEARING OF NORTH 80°46'55" EAST AND A CHORD DISTANCE OF 15.65 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 15.83 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 137°6'45", A CHORD BEARING OF SOUTH 77°27'26" EAST AND A CHORD DISTANCE OF 16.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.69 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 11°28'18", A CHORD BEARING OF SOUTH 65°04'55" EAST AND A CHORD DISTANCE OF 6.40 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 182.00 FEET, A CENTRAL ANGLE OF 19°11'50", A CHORD BEARING OF SOUTH 49°44'51" EAST AND A CHORD DISTANCE OF 60.69 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 60.88 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 15°48'36", A CHORD BEARING OF SOUTH 32°14'38" EAST AND A CHORD DISTANCE OF 8.25 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 8.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 24°20'21" EAST, A DISTANCE OF 689.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°34'28", A CHORD BEARING OF SOUTH 19°56'54" WEST AND A CHORD DISTANCE OF 34.91 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.65 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF BLACKSTILL LAKE ROAD (66' PRESCRIPTIVE RIGHT OF WAY), SAID POINT BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2591.10 FEET, A CENTRAL ANGLE OF 22°42'22", A CHORD BEARING OF NORTH 75°35'19" EAST AND A CHORD DISTANCE OF 1020.14 FEET; THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 1026.85 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 05°58'44" EAST, A DISTANCE OF 101.07 FEET; THENCE NORTH 84°01'16" EAST, A DISTANCE OF 80.50 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1979.81 FEET, A CENTRAL ANGLE OF 04°30'23", A CHORD BEARING OF SOUTH 86°25'38" WEST AND A CHORD DISTANCE OF 91.18 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 91.21 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 00°41'48" WEST, A DISTANCE OF 26.44 FEET; THENCE NORTH 84°25'13" WEST, A DISTANCE OF 72.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 681.52 FEET, A CENTRAL ANGLE OF 25°44'32", A CHORD BEARING OF SOUTH 82°42'31" WEST AND A CHORD DISTANCE OF 303.63 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 305.20 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 836.52 FEET, A CENTRAL ANGLE OF 06°03'04", CHORD BEARING OF SOUTH 72°52'34" WEST AND A CHORD DISTANCE OF 88.31 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 88.35 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 75°54'07" WEST, A DISTANCE OF 11.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 868.23 FEET, A CENTRAL ANGLE OF 14°36'34", A CHORD BEARING OF SOUTH 83°12'24" WEST AND A CHORD DISTANCE OF 220.79 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 221.39 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 89°29'19" EAST, A DISTANCE OF 687.02 FEET; THENCE SOUTH 00°41'48" WEST, A DISTANCE OF 1321.03 FEET; THENCE NORTH 89°38'38" WEST, A DISTANCE OF 658.66 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE WEST LINE OF VERDE RIDGE UNIT 1 PER PLAT THEREOF RECORDED IN PLAT BOOK 56, PAGE 35 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 01°02'35" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1250.63 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD OLD 50 (RIGHT OF WAY VARIES PER LAKE COUNTY RIGHT OF WAY MAINTENANCE MAP RECORDED IN MAP BOOK 9, BASE 1 OF SAID PUBLIC RECORDS); THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE: RUN NORTH 61°13'43" WEST, A DISTANCE OF 478.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1082.82 FEET, A CENTRAL ANGLE OF 60°39'04", A CHORD BEARING OF SOUTH 88°26'45" WEST AND A CHORD DISTANCE OF 1093.46 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1148.23 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 58°07'12" WEST, A DISTANCE OF 233.81 FEET; THENCE DEPARTING AFORESAID NORTHERLY RIGHT OF WAY LINE, NORTH 31°52'20" WEST, A DISTANCE OF 292.58 FEET; THENCE NORTH 16°23'20" WEST, A DISTANCE OF 127.02 FEET; THENCE NORTH 06°31'30" EAST, A DISTANCE OF 982.67 FEET; THENCE NORTH 00°01'33" WEST, A DISTANCE OF 347.85 FEET; THENCE NORTH 48°54'18" EAST, A DISTANCE OF 164.68 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 02°39'48", A CHORD BEARING OF NORTH 39°45'48" WEST AND A CHORD DISTANCE OF 17.66 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 38°25'53" WEST, A DISTANCE OF 145.10 FEET; THENCE NORTH 49°44'29" WEST, A DISTANCE OF 50.99 FEET; THENCE NORTH 38°25'53" WEST, A DISTANCE OF 93.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 104°05'33", A CHORD BEARING OF NORTH 13°36'53" WEST AND A CHORD DISTANCE OF 851.59 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 981.05 FEET TO THE POINT OF TANGENCY; THENCE NORTH 65°39'39" EAST, A DISTANCE OF 866.75 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5,994,403 SQUARE FEET OR 137.813 ACRES, MORE OR LESS.



VICINITY MAP NOT TO SCALE



SHEET INDEX NOT TO SCALE

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS REVIEWED IN ACCORDANCE WITH SECTION 177.081, FLORIDA STATUTES AND PRESENTED TO THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND APPROVED BY SAID CITY COUNCIL OF CLERMONT FOR RECORD ON THE DAY OF 2014.

ATTEST: CITY OF CLERMONT

CITY CLERK MAYOR

PRINT NAME PRINT NAME

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, 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. OPH, INC. - 500 WEST FULTON STREET, SANFORD, FL 32771 (407) 322-8841 LICENSE BUSINESS NO. 7143

FOR THE FIRM: RINDALL, ROBERTS, VICE PRESIDENT PROFESSIONAL SURVEYOR AND MAPPER NO. 3144 DATE

PLAT BOOK: PAGE:

HIGHLANDS RANCH PRIMARY PHASE 1 DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT DO HEREBY DEDICATE THE FOLLOWING FOR THE USES AND PURPOSES THEREIN EXPRESSED, SUBJECT TO THE PLAT NOTES CONTAINED HEREIN.

1. TO HIGHLANDS RANCH HOMEOWNER'S ASSOCIATION: TRACTS "A" TO "W" AND TRACTS "BB" AND "FF" ARE SUBJECT TO PERPETUAL RIGHTS OF INGRESS AND EGRESS BY THE LOT OWNERS OF HIGHLANDS RANCH PRIMARY PHASE 1, THEIR TENANTS, INVITEES AND LICENSEES, TOGETHER WITH THOSE PROVIDERS OF SANITATION, POSTAL, FIRE AND LAW ENFORCEMENT AND EMERGENCY AND MEDICAL SERVICES, AND THEIR VEHICLES AND PERSONNEL. A DRAINAGE AND UTILITY EASEMENT IS HEREBY GRANTED OVER THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS SHOWN OR NOTED HEREON.

2. TO THE CITY OF CLERMONT: TRACT "U" SHALL BE DEDICATED TO THE CITY OF CLERMONT ALONG WITH ANY UTILITY EASEMENTS AND DRAINAGE EASEMENTS TO THE CITY OF CLERMONT.

3. TO LAKE COUNTY: DEDICATES BLACKSTILL LAKE ROAD, 17.00 FEET ADDITIONAL RIGHT OF WAY ALONG OLD HIGHWAY 50 AND 25.00 FEET TRAIL PARCEL.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED BELOW ITS CORPORATE SEAL TO BE AFFIXED HERETO ON 11/15/2014, A.D. 2014.

TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION BY: TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION NAME: GREGORY U. CLARK

SIGNED: TITLE: VICE PRESIDENT (CORPORATE SEAL)

SIGNED AND SEALED IN THE PRESENCE OF:

WITNESS SIGNATURE PRINTED NAME

WITNESS SIGNATURE PRINTED NAME

STATE OF FLORIDA, COUNTY OF

THIS IS TO CERTIFY, THAT ON 11/15/2014, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED GREGORY U. CLARK, AS VICE PRESIDENT OF TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, ON BEHALF OF THE COMPANY. HE IS PERSONALLY KNOWN BY ME OR PRODUCED.

AS IDENTIFICATION AND DID/DID NOT TAKE AN OATH THAT HE/SHE IS THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGES THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED AS SUCH OFFICER, HERETO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS AFFIXED HERETO; AND THAT SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PRINTED NAME

SIGNATURE OF NOTARY MY COMMISSION EXPIRES

CERTIFICATE OF SURVEYOR

KNOWN 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 THIS PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF SECTION 177, FLORIDA STATUTES.

DEWBERRY / BOWMYER SINGLETON - 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 LICENSED BUSINESS NO. 8011

ARTHUR A. MASTRONICOLA JR. FLORIDA LICENSED SURVEYOR AND MAPPER NO. LS 4166

NOTICE

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.

SHEET INDEX

SHEET 1 - COVER SHEET, LEGAL DESCRIPTION, NOTES SHEET 2 - 8 PLAT DETAILS

Location Map



WAIVER REQUESTS:

WAIVERS RELATED TO GRADING & WALLS

- Waiver 1 - Section 94-195(b)(3)
Increase, in specific areas, the allowable maximum depth of cut or fill for construction of any roadway to be 25 feet measured at the center line of the roadway.
- Waiver 2 - Section 94-195(c)(1)
Increase the allowable area to be graded to include the entire lot and tract area.
- Waiver 3 - Section 94-195(c)(2)
Increase in specific areas as shown on Sheet 2 of the PD plans, the allowable maximum change in topography from 10 ft. to 25 ft.
- Waiver 4 - Section 94-195(d)(5)
Increase the allowable maximum slope from 5:1 to 4:1
- Waiver 5 - Section 94-195(d)(5)
Increase the maximum height of each retaining wall from 6 ft. to 10 ft.

WAIVERS RELATED TO LOT SIZE & SETBACKS

- Waiver 6 - Section 122-84(1), Section 122-84(2), Section 122-84(3), Section 122-85(1), Section 122-85(2), Section 122-85(3), Section 110 12(16), Section 110 2(2)(3)(a) and b)
Modification of the lot size, setbacks, impervious surface, & utility easements to match proposed lot data chart on this page.

WAIVERS RELATED TO ROADWAYS

- Waiver 7 - Section 110-192
Allow private streets at the discretion of the developer in accordance with the private road conditions of this section.

WAIVER RELATED TO BILL BOARDS

- Waiver 8 - Section 122-83
A waiver is granted so that horizontal construction may occur anywhere on the property prior to removal of the existing billboards that are located on the property adjacent to the Turnpike. In addition, houses may be constructed and occupied prior to removal of the existing billboards, so long as such houses are located more than 200 feet away from the billboards. All construction must occur in accordance with the City's construction plan approval process.

WAIVER RELATED ROADWAY CROSS SECTION & SIDEWALK

- Waiver 9 - Section 110-194(3)
The roadway cross section and sidewalk location shall match the section provided on this sheet.

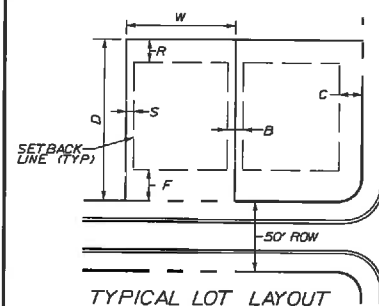
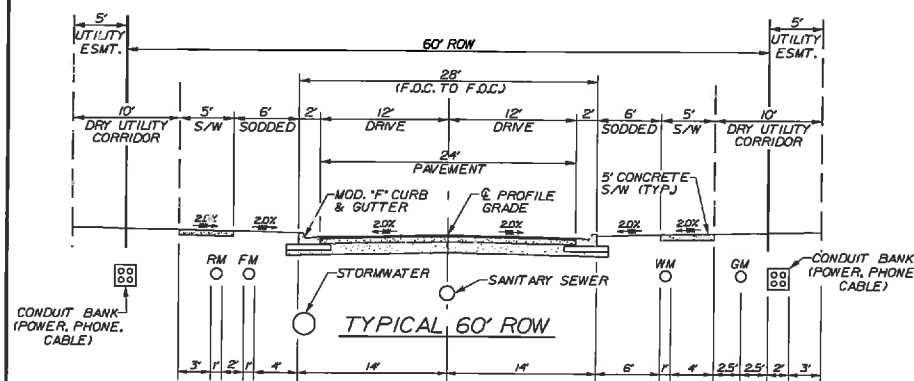
SITE DATA

1. PROJECT ACREAGE: 578.93 ac.
2. RESIDENTIAL DEVELOPABLE ACREAGE: 483 ac.
3. PROPOSED RESIDENTIAL UNITS: 1200 units**
4. PROPOSED RESIDENTIAL DENSITY (GROSS): 2.07 du/ac
5. PROPOSED COMMERCIAL AREA: 10.00 ac. / 100,000 sf.

**UP TO 1,000 OF THE PROPOSED RESIDENTIAL UNITS MAY BE AGE-RESTRICTED AT THE DEVELOPER'S ELECTION.

NOTES:

- 1.) THERE ARE NO PROPOSED WETLAND IMPACTS.
2.) THERE ARE NO 100 YR ENCROACHMENTS FOR LOT DEVELOPMENT. MINOR ENCROACHMENTS WITH MITIGATION FOR BOULEVARD/INFRASTRUCTURE ROADWAY.
3.) PRIVATE ROADS AND GATED ENTRIES MAY BE ALLOWED WITHIN THE PUD, AT THE DEVELOPER'S ELECTION, IN WHICH CASE PRIVATE ROADS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
4.) AGRICULTURE MAY CONTINUE AS A PERMITTED USE ON AREAS WITHIN THE PUD THAT HAVE NOT DEVELOPED WITH RESIDENTIAL OR COMMERCIAL USES.
5.) PROJECT MAY BE DEVELOPED IN MULTIPLE PHASES WHICH CAN BE BUILT IN ANY SEQUENCE AT THE DEVELOPER'S DISCRETION.
6.) AN EASEMENT FOR ACCESS AND UTILITIES MAY BE PROVIDED TO THE OUT PARCEL CURRENTLY OWNED BY PAUL AND ELIZABETH BETHUNE.
7.) THIS PROJECT WILL BE SUBJECT TO ST. JOHNS WATER MANAGEMENT PERMITTING.
8.) FOR HOMES OVER 5000 SF, ADDITIONAL FIRE HYDRANTS MAY BE NEEDED TO MEET FIRE FLOW REQUIREMENTS.
9.) UTILITY EASEMENTS-NO INVASIVE TREES SHALL BE PLANTED IN THE UTILITY EASEMENTS PROVIDED ON-SITE.



PROPOSED LOT DATA										
LOT I.D.	MINIMUM LOT SIZE (FT.)	MINIMUM PRIMARY STRUCTURE SETBACK (FT.)	IMPERVIOUS COVER (%)					TOTAL*	BUILDING*	
A	50	110	15	20	5	15	10	75	65	
B	55	110	15	20	5	15	10	75	65	
C	60	110	15	20	5	15	10	75	65	
D	65	110	15	20	5	15	10	75	65	
E	70	120	15	20	5	15	10	75	65	
F	75	120	15	20	5	15	10	75	65	

* BUILDING IMPERVIOUS COVER EXCLUDES PORCH AND POOL AREAS.
* SIDE YARD UTILITY EASEMENTS TO MATCH SIDE YARD SETBACKS

REQUIRED OFF-SITE RECLAIM LINE INSTALLATIONS:

THE DEVELOPER SHALL EXTEND THE OFF-SITE RECLAIM LINE TO THE PROJECT FROM THE POINT OF CONNECTION DEPICTED ON THE CUP PRIOR TO ISSUANCE OF A C ERTIFICATE OF COMPLETION FOR THE INFRASTRUCTURE CONSTRUCTED PURSUANT TO THE PHASE 2 CONSTRUCTION PLANS. THE 229 AGE RESTRICTED AND PRIMARY PHASE 1 LOTS WILL BE SERVICED IN THE INTERIM BY THE INTERNAL RECLAIM LINE WHICH WILL BE JUMPED OFF OF THE POTABLE SYSTEM. THE DEVELOPER WILL INSTALL INTERNAL RECLAIM LINES WITHIN ALL OF THE SUBDIVISION STREETS FOR SERVICE.

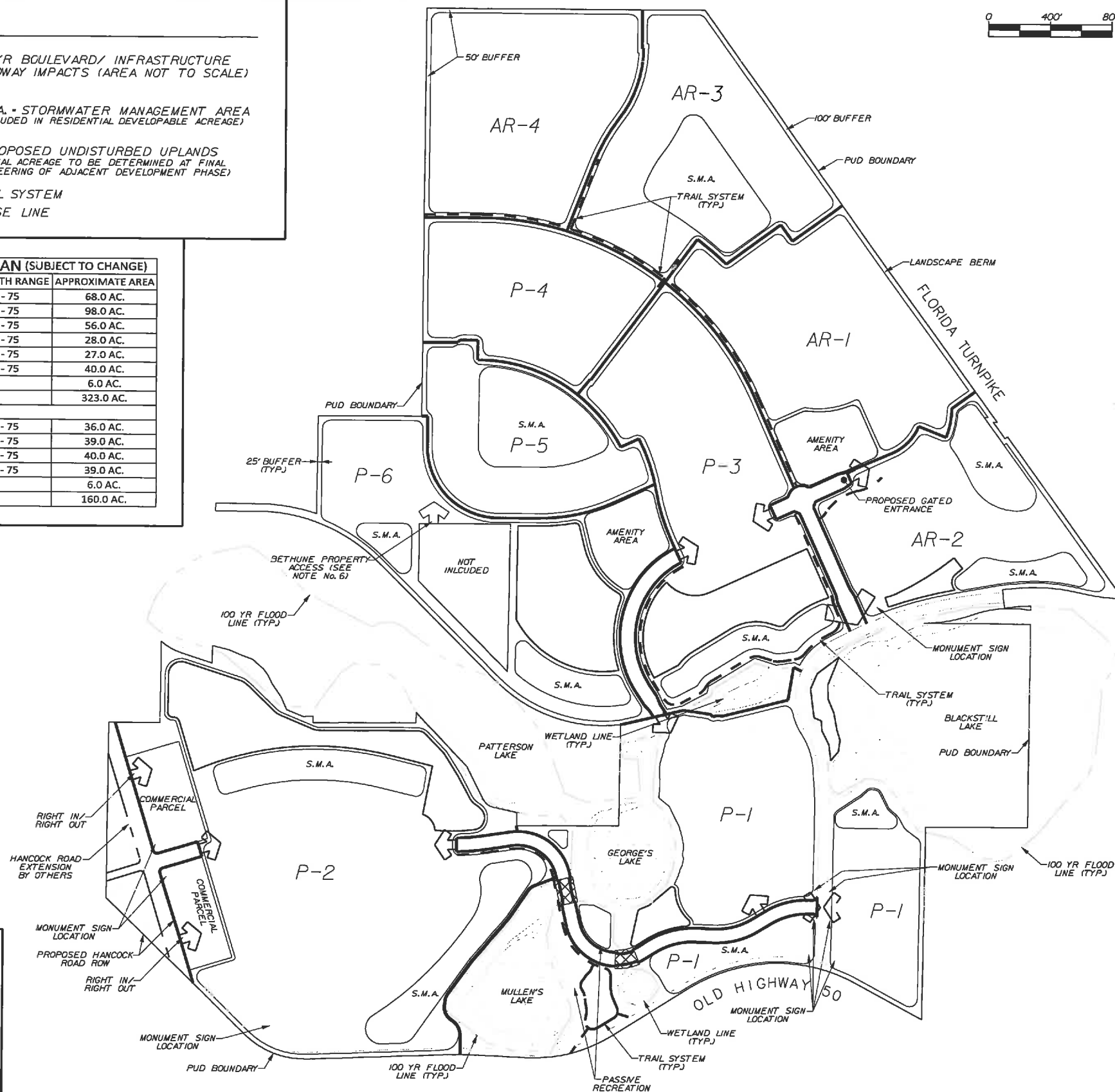
LEGEND

- 100 YR BOULEVARD/ INFRASTRUCTURE ROADWAY IMPACTS (AREA NOT TO SCALE)
- S.M.A. - STORMWATER MANAGEMENT AREA (INCLUDED IN RESIDENTIAL DEVELOPABLE ACREAGE)
- PROPOSED UNDISTURBED UPLANDS (ACTUAL ACREAGE TO BE DETERMINED AT FINAL ENGINEERING OF ADJACENT DEVELOPMENT PHASE)
- TRAIL SYSTEM
- PHASE LINE

PHASING PLAN (SUBJECT TO CHANGE)

PHASE	LOT WIDTH RANGE	APPROXIMATE AREA
P-1	50 - 75	68.0 AC.
P-2	50 - 75	98.0 AC.
P-3	50 - 75	56.0 AC.
P-4	50 - 75	28.0 AC.
P-5	50 - 75	27.0 AC.
P-6	50 - 75	40.0 AC.
AMENITY		6.0 AC.
TOTAL		323.0 AC.

AR-1	50 - 75	36.0 AC.
AR-2	50 - 75	39.0 AC.
AR-3	50 - 75	40.0 AC.
AR-4	50 - 75	39.0 AC.
AMENITY		6.0 AC.
TOTAL		160.0 AC.



FLORIDA

P.U.D. SITE PLAN

CITY OF CLERMONT

REVISIONS

DESCRIPTION

DATE

BY

DATE

DATE

DATE

DATE

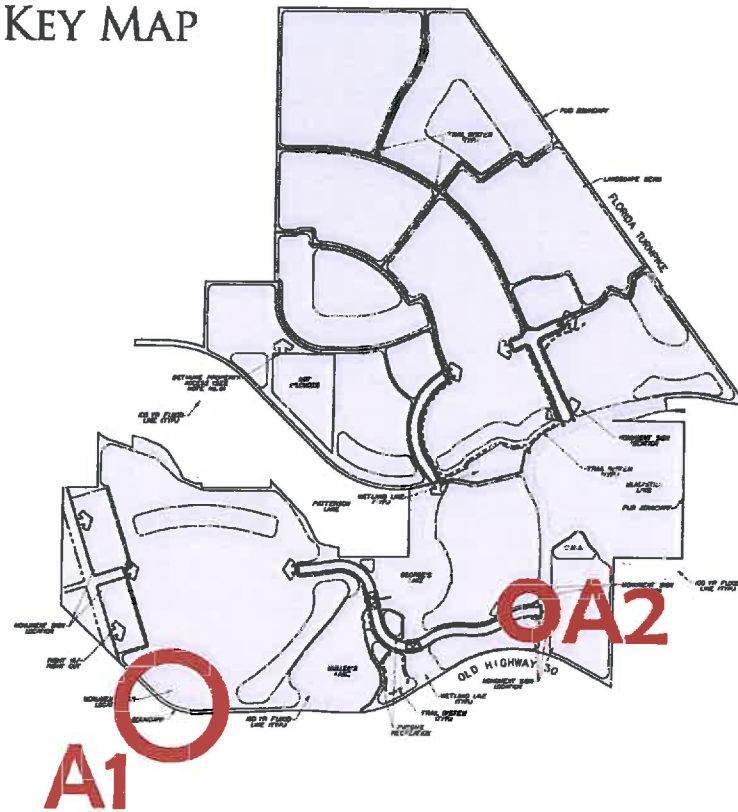
DATE

DATE

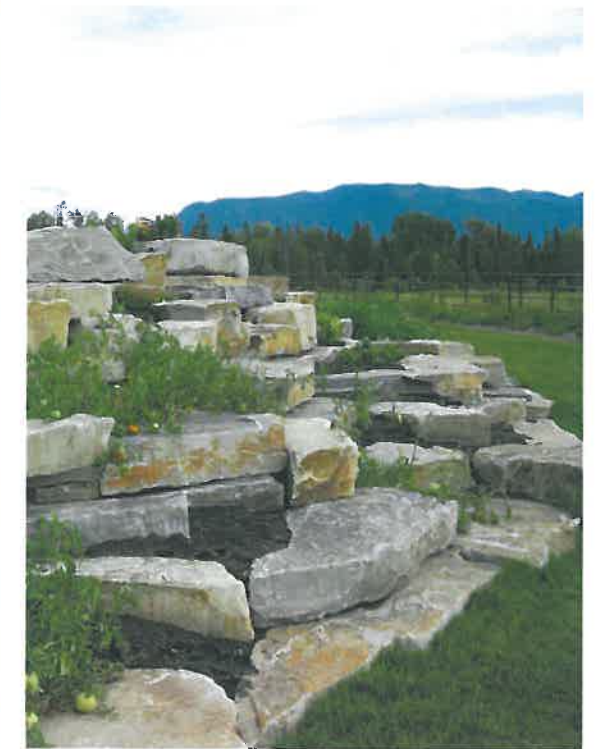
DATE

EXHIBIT 'A'

KEY MAP



A - PRIMARY COMMUNITY MONUMENT



Stacked Boulders Precedent



Perennial Mix Planting



Ledge Garden

Community Theme, Monumentation & Sign Style
HIGHLAND RANCH

EXHIBIT 'B'

Sign Face = +/- 200 sq ft



Primary Monument Sign at N. Hancock Rd & Old Highway 50
HIGHLAND RANCH

EXHIBIT 'C'

Sign Face = +/- 60 sq ft



Primary Monument Sign at Blackstill Lake Road & "Highland Ranch Blvd"

HIGHLAND RANCH

EXHIBIT 'D'

Approximate Primary Monument Location

N Hancock Rd & Old Highway 50 W, Clermont, FL 34711, USA

Viewpoint Location

Google earth

Google earth

feet
meters

200

900



EXHIBIT 'E'



LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following Variance: To allow for subdivision entry signs to exceed 32 square feet and to allow for a sign to be placed away from the subdivision entry point - as required by the Land Development Code, Section 102-15 (e), at the following location:

LOCATION

North of Old Highway 50, east of N. Hancock Rd.,
generally west of Blackstill Lake Road and south of the Florida Turnpike

A complete legal description may be obtained in the Planning & Zoning Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, July 22, 2014 at 7:00 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd
City Clerk

Daily Commercial
July 15, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, July 22, 2014					
Agenda Item Name					
Proposed Ad Valorem Millage Rate					
Requested Action					
Approve the proposed ad valorem millage rate of 3.729 for Fiscal Year 2015.					
Staff Report					
Pursuant to Florida Statutes, the City must inform the Lake County Property Appraiser by August 4th, the proposed ad valorem millage rate for Fiscal Year 2015. The proposed millage rate will be included in the property tax notices mailed to all city residents by the Lake County Tax Collector's Office in August. The final millage rate for Fiscal Year 2015 will be approved by the City Council at a public hearing on September 25th. The final millage rate can not be higher than the proposed millage rate, but may be lower. Based on the budget workshop held on July 16th, staff is recommending a proposed millage rate of 3.729, which represents an increase of 3.76% over the rolled back rate of 3.5938.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
The proposed millage rate of 3.729 will generate an additional \$474,771 in ad valorem tax revenues in FY 2015.					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date	
Tuesday, July 22, 2014	
Agenda Item Name	
Ordinance No. 2014-18; <i>Introduction</i>	
Requested Action	
Introduction of Ordinance No. 2014-18 for the Clermont ISBA	
Staff Report	
At the Lake County Board of County Commission (BCC) meeting held on July 8, 2014, the BCC voted to approve the ISBA with two changes that clarify the annexation and general development approval process. This revision reflects those two changes and everything else remains the same. The Interlocal Service Boundary Agreement is being proposed for the area depicted in Exhibit A of the Agreement. This Agreement addresses the following key provisions: * Annexations - enclaves; properties currently receiving utilities from the City subject to an approved Utility Services Agreement; Annexation of right-of-way; Maintenance of right-of-way; * Land Development Regulations * Solid Waste * Fire Hydrants * Sharing of Equipment & Resources * E 911 System; and Addressing * Fire and Rescue Services The two revisions include the following: 1. Section 3 language that requires property owners of over 10 acres to consent to annexation. This will prohibit Clermont from forcing annexation without an agreement. Such agreements include Utility Service Agreements, annexation agreements, or development agreements. Less than 10 acres reflects Florida Statutes descriptions for properties considered "enclave" and can also be processed as a local land use amendment. 2. Section 4 language allows for developers or property owners to work with either jurisdiction for development approval. The County and City already work together for reviews. Annexation and utilities would still be required in any case, but this helps with possible Sector plan reviews when that becomes a viable development option in the south. Staff does not view either of these amendments as a deterrent to the effectiveness of the ISBA.	
Legal Impact	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2014-18 ISBA	2014-18 Clermont ISBA July 2014.doc	
2. Clermont ISBA Map	Clermont ISBA map adopt 6-10-14.pdf	
3. Ad - Ordinance 2014-18	2014-18 ISBA-July 2014.doc	

CITY OF CLERMONT
ORDINANCE No. 2014-18

**AN ORDINANCE OF THE CITY OF CLERMONT, FLORIDA, ADOPTING
AN INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE
CITY OF CLERMONT AND LAKE COUNTY; REPEALING CITY OF
CLERMONT ORDINANCE 2014-09; PROVIDING FOR SEVERABILITY,
CONFLICT, AND EFFECTIVE DATE.**

WHEREAS, the City of Clermont and Lake County are entering into an Interlocal Service Boundary Agreement (“ISBA”) pursuant to §171.203, Florida Statutes; and

WHEREAS, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont finds that the benefits of intergovernmental communications and coordination will accrue to all parties of the ISBA; and

WHEREAS, elected officials and appointed staff of the parties to the ISBA have met and negotiated in good faith to resolve issues relating to provisions for annexation and maintenance of right-of-way; Development applications, regulations and Comprehensive Plan; Solid Waste; Fire Hydrants Sharing of Equipment and Resources; the E 911 System and County to City addressing; and, Fire and Rescue Services, and have reduced their agreement to writing as set forth in the ISBA attached hereto; and

WHEREAS, the City Council of the City of Clermont has determined that the best interests of its citizens would be served by adopting the ISBA; and

WHEREAS, the City may enter into the ISBA pursuant to the authority of Article VIII of the Florida Constitution and Chapters 163.3177, 166.021 and 171.203, Florida Statutes (2009).

WHEREAS, the City of Clermont previously adopted Ordinance No. 2014-09 approving the ISBA and, thereafter the terms of the ISBA were modified requiring the consideration of a revised ISBA, necessitating the repeal of Ordinance No. 2014-09.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont, Florida, as follows:

SECTION 1. Recitals.

The above recitals are true and correct and; by this reference, are hereby incorporated into and made an integral part of this Ordinance.

CITY OF CLERMONT
ORDINANCE No. 2014-18

1

SECTION 2. Adoption of ISBA.

The City Council hereby adopts, and the Mayor is authorized to and shall execute the Interlocal Service Boundary Agreement with Lake County, attached hereto and incorporated herein as **Exhibit “A”** which shall be kept on file in the office of the City Clerk.

SECTION 3. Severability.

It is declared to be the intent of the City Council that if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. Conflict and Repeal.

Ordinance No. 2014-09 is hereby repealed in its entirety and replaced by this Ordinance. Additionally, any portion of the Code of Ordinances, City of Clermont, Florida or any other ordinance or part thereof in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 5. Effective Date.

This ordinance shall be published as provided by law and shall take effect immediately upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2014-18

2

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of August, 2014.

CITY OF CLERMONT

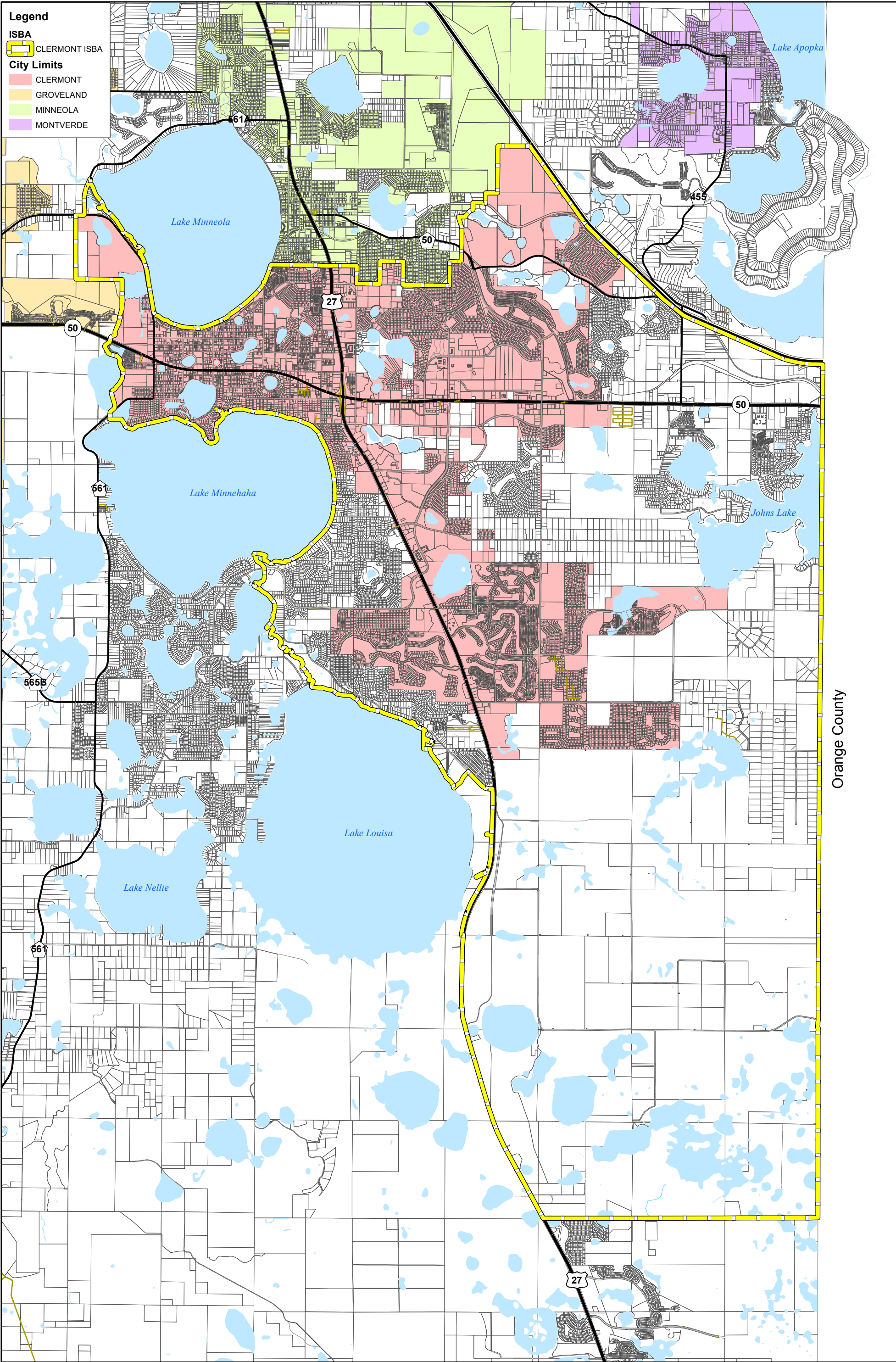
Harold S. Turville, Jr., Mayor

Attest:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2014-18

AN ORDINANCE OF THE CITY OF CLERMONT, FLORIDA, ADOPTING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF CLERMONT AND LAKE COUNTY; REPEALING CITY OF CLERMONT 2014-09; PROVIDING FOR SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

A public meeting to introduce will be held before the City Council on Tuesday, July 22, 2014 at 7:00pm.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, August 12, 2014 at 7:00pm for final enactment.

All meetings will be held in Clermont City Hall located at 685 West Montrose Street, Clermont, FL 34711.

This ordinance is available for public inspection in the office of the City Clerk, 685 West Montrose Street, Monday through Friday between the hours of 8:00am and 5:00pm.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
July 29, 2014