



**CITY OF CLERMONT
PLANNING AND ZONING COMMISSION AGENDA
6:30 PM, Tuesday, April 7, 2015
City Hall – 685 W. Montrose Street, Clermont, FL**

**CALL TO ORDER
INVOCATION AND PLEDGE OF ALLEGIANCE
MINUTES**

Approval of the March 3, 2015 Planning and Zoning meeting minutes

REPORTS

UNFINISHED BUSINESS

Item 1 - Ordinance No. 2015-14;
Plaza Collina

Request for a large-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to City Commercial, located north of SR 50, west of the Orange County line, and south of Old Highway 50.

Item 2 - Resolution 2015-08;
Plaza Collina

Request to allow a mixed use Planned Unit Development in the UE Urban Estate zoning district, located north of SR 50, west of the Orange County line, and south of Old Highway 50.

NEW BUSINESS

Item 3 - Resolution No. 2015-15
Kirby

Request for a conditional use permit to allow for office use for property located at 176 East Highland Ave.

Item 4 - Resolution 2015-16
Land of Lakes Montessori School

Request for a conditional use permit to allow a school facility in the C-2 General Commercial zoning district.

Item 5 - Ordinance No. 2015-21;
Don Mealey Chevrolet

Request for a large-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to City Commercial for property located at 14138 SR 50.

Item 6 - Ordinance No. 2015-22;
Don Mealey Chevrolet

Request for a rezoning to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 14138 SR 50.

Item 7 - Ordinance No. 2015-24;
Clermont Nissan

Request for a small-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to City Commercial for property located at 16005 SR 50.

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Item 8 - Ordinance No. 2015-25;
Clermont Nissan

Request for a rezoning to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16005 SR 50.

Item 9 - Ordinance No. 2015-27;
Headquarter Honda

Request for a small-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to City Commercial for property located at 17700 SR 50.

Item 10 - Ordinance No. 2015-28;
Headquarter Honda

Request for a rezoning to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 17700 SR 50.

Item 11 - Ordinance No. 2015-30;
Napleton Clermont and Lake County Sheriff's Office

Request for a large-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to City Commercial for properties located at 15855 & 15859 SR 50.

Item 12 - Ordinance No. 2015-31;
Napleton Clermont and Lake County Sheriff's Office

Request for a rezoning to change the zoning from UE Urban Estate to C-2 General Commercial properties located at 15855 & 15859 SR 50.

Item 13 - Ordinance No. 2015-39;
East Towne Center

Request for a large-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to City Commercial for properties located at 13900 CR 455 and 13910 & 16705 SR 50.

Item 14 - Ordinance No. 2015-40;
East Towne Center

Request for a rezoning to change the zoning from UE Urban Estate to C-2 General Commercial for properties located at 13900 CR 455 and 13910 & 16705 SR 50.

Discussion of Non-Agenda Items

ADJOURN

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Any person wishing to appeal any decision made by the Planning and Zoning Commission 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 as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Planning and Zoning Department at 352-241-7302.

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 Recording Clerk for the City's records.

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The meeting of the Planning & Zoning Commission was called to order Tuesday March 3, 2015 at 7:00 p.m. by Chairman Nick Jones. Other members present were Carlos Solis, Herb Smith, Judy Proli, Cuqui Whitehead, Jack Martin, and Tony Hubbard. Also in attendance were Barbara Hollerand, Development Services Director, Curt Henschel, Planning Manager, John Kruse, Senior Planner, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

MINUTES of the Planning and Zoning Commission meeting held February 3, 2015 were approved as written.

Development Services Director Barbara Hollerand stated that staff is still working with the Plaza Collina items, number 5 and 6 on the agenda. She requested the items be tabled until the April 7, 2015 Planning and Zoning meeting.

Commissioner Martin moved to table items 5 and 6 to the April 7, 2015 meeting; seconded by Commissioner Whitehead. The vote was unanimous to recommend to table the Plaza Collina large-scale comprehensive plan amendment and conditional use permit.

REPORTS

Development Services Director Barbara Hollerand stated that the City Council is considering changing the meeting time to 6:30 p.m. for the Planning and Zoning Commission. She stated that the March, April and May agendas will be longer than normal due to the ISBA annexations. She stated that these properties will be annexed prior to June 1, 2015 so that the City can benefit from the additional tax money.

Cuqui Whitehead stated that Ted DeWitt had died. She stated that he has donated so much to the South Lake area.

Chairman Nick Jones stated that Pig on the Pond is Friday, March 13, Saturday, March 14 and Sunday, March 15, 2015.

1. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow an amendment to a conditional use permit to allow a Planned Unit Development

APPLICANT: Beazer Homes

Senior Planner John Kruse presented the staff report as follows:

Beazer Homes is requesting an amendment to a Conditional Use Permit (CUP) for a Planned Unit Development (PUD) consisting of 33+ acres with 104 single family homes. The applicant wishes to reduce the rear yard setback from 30 feet to 25 feet and increase the impervious surface ratio from 45% to 50% for building, sidewalks, and driveways. The project is located north of Steve's Road between Highway 27 and Citrus Tower Blvd. The project was approved

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by the City Council on December 10, 2013 under Resolution 2013-25. The project is known as Harvest Landing.

The applicant has platted the project and infrastructure is being installed along with the construction of model homes. The project received seven waivers to those sections of the Code that deal with lot sizes in the conventional UE zoning district and standards for grading. Because this is a Planned Unit Development, these considerations or variances are considered to be part of the “zoning parameters” for the PUD rather than an actual variance request.

Approved specific considerations/variances granted under Resolution 2013-25 within the PUD are as follows:

- 1) To allow for private streets with gates.
- 2) To allow a minimum lot width of 55’
- 3) A grading request for up to 15 feet of cut/fill rather than 10 feet per code.
- 4) Allowing retaining walls to be 10 feet in height rather than a maximum of 6 feet.
- 5) To allow lot sizes smaller than one acre, down to 6,600 square feet.
- 6) Reduce front yard setbacks from 35 feet to 25 feet.
- 7) Reduce the side yard setback from 15 feet to 7.5 feet.

The applicant is requesting two more specific considerations/variances to be considered within the PUD:

- 8) Reduce the rear yard setback from 30 feet to 25 feet.
- 9) Increase the impervious surface ratio (ISR) from 45% to 50% for the buildings, driveways, and walkways.

Staff believes the considerations/variances associated with this request are not consistent with other approved planned unit developments of this acreage and recommends denial of the proposed amendment to the PUD request.

Attorney Jimmy Crawford, stated that he is representing Beazer Homes. He stated that they are asking for minor changes that will help the community. He stated that the original rear setback is 30 feet and 45% building impervious service ratio. He stated that in January, Beazer Homes rolled out the Aspen model due to the increase in demand for a larger one-story home. He stated that the Aspen model is a 2,236 square foot home with three or four bedrooms. He stated that the demographics of the area support this type of home. He stated that the Aspen model does not fit the lots with the setbacks that are in the conditional use permit. He stated that they are asking for what other zonings allow, which is 25-foot rear setbacks. He stated that the stormwater pond can handle the increase of the impervious for 26 lots.

Jeremy Camp, Beazer Homes, 2600 Maitland Center Pkwy, Maitland, stated that there were a lot of constraints on this property, mainly topography. He stated that there is 130 feet of elevation

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difference on this property. He stated that the Aspen model was not around when they originally began this project. He stated that what they see in the market is that three out of four sales are one-story homes.

Commissioner Martin asked if the overall impact will increase the density.

Mr. Kruse stated that the total number of units would stay the same.

Commissioner Martin asked if 50% of the 33 acres would be impervious.

Mr. Kruse stated that impervious is based on the lot size.

Brian Denham, 9507 Castleford Point, Orlando, stated that impervious surface is allowed at 45%. He stated that their increase would bring the impervious to 46.6% per lot.

Commissioner Smith asked where the location of the 26 lots will be within the subdivision.

Mr. Camp stated that the buyer will have a choice of their lot, so they have not designated the 26 lots.

Commissioner Smith asked how far back the retaining walls are.

Mr. Camp stated that they are 30 feet behind the houses.

Commissioner Whitehead asked where it is stated that the 25-foot rear setback is limited to 26 lots. She stated that this should be included in the conditions.

Mr. Crawford stated that the applicant would agree that it should be included in the conditions of the conditional use permit.

City Attorney Dan Mantzaris stated that the Commission can make that recommendation as part of the motion. He stated that it would be included in Section 9, number 9 of the conditions.

Commissioner Martin asked that if the reduction is so insignificant, then why request the reduction of the rear setback and increase of impervious.

Mr. Crawford stated that the Aspen model was developed after the approval of the original conditional use permit and there is an increased demand for this model. He stated that the requests are because the house is a larger model and will not fit in the current setbacks.

Commissioner Proli asked if there are buyers ready to purchase the Aspen model.

Mr. Camp stated that they have not marketed the Aspen model because they need approval of the requests prior to selling that model.

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Chairman Jones asked why this project has a requirement for a 30-foot setback when other zoning areas are 25-foot setbacks.

Mr. Kruse stated that when the parcel was annexed into the city it was given the zoning of Urban Estate which has a setback of 30 feet.

Chairman Jones asked if the applicant would be willing to rescind their request for the increase on the impervious.

Mr. Crawford stated that the increase in the impervious is necessary to be allowed to build the house. He stated that they are limiting it to 26 lots because that is what the current stormwater pond is designed to handle.

Commissioner Whitehead stated that she wants condition numbers 8 and 9 to be restricted to the 26 lots for the Aspen model.

Mr. Crawford stated that was the intention.

Mr. Kruse stated that staff was unaware that this request was limited to the 26 lots when the staff report was drafted.

Commissioner Whitehead moved to recommend approval of the conditional use permit and to limit numbers 8 & 9 in conditions to 26 lots; seconded by Commissioner Hubbard. The vote was 5-2 to recommend approval of the conditional use permit with Commissioners Proli and Martin opposing.

2. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a structure that is more than 20,000 sq. ft. in the C-2 General Commercial zoning district

APPLICANT: SLV13, LLC

Senior Planner John Kruse presented the staff report as follows:

The applicant is requesting a Conditional Use Permit (CUP) to allow a business establishment, Hilton Suites Hotel, to occupy more than 20,000 square feet of total floor space in the General Commercial District (C-2). Under Sec. 122-223 of the Land Development Code, the C-2 zoning district permits a hotel, but limits it to 20,000 square feet or less. The conditional use permit allows the applicant to occupy more than 20,000 square feet. The applicant desires to construct a new four-story hotel building. The proposed building will be 56,000 square feet, which includes 107 rooms and other hotel amenities. The proposed location is a vacant lot located south of Legends Way, west of Champions Way (under construction), and north of SR 50. The site is approximately 5.64 acres in size, with 2.23 acres devoted to the hotel site. The remaining 3.41 acres of the overall site will be developed with other C-2 permitted uses. The applicant has not

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applied for any variances and has indicated that they can develop the site according to the Land Development Code.

The proposed hotel is consistent with the area as a whole and would be located in an area that would generate demand for overnight lodging. The square footage and height of the proposed hotel would be very similar to the existing Hampton Inn Suites located approximately 1,000 feet to the east of the site. The applicant has been through the City's preliminary site plan review with staff on the proposed project. The applicant and staff believe the project meets the LDC with the exception of the CUP requirement. Therefore, staff recommends approval of this request.

Rick McCoy, 732 Fourth St., stated that he was representing the applicant. He stated that the zoning allows hotels but wouldn't allow over 20,000 square feet, which would only allow a one-story motel. He stated that this would be a good project for the area. To allow more flexibility for suites, the proposed square footage was adjusted from 56,000 to 68,000.

Commissioner Whitehead stated that our community really needs this with all the athletes and the new boat house.

Commissioner Martin asked how many floors the Hampton Inn had.

Mr. Kruse stated that he believes the Hampton Inn is four floors.

Commissioner Whitehead moved to recommend approval of the conditional use permit with the 68,000 square foot building; seconded by Commissioner Solis. The vote was unanimous to recommend approval of the conditional use permit.

3. REQUEST FOR LARGE-SCALE COMP PLAN AMENDMENT

REQUEST: To change future land use from Lake County Regional Commercial to City of Clermont Commercial

APPLICANT: Staff (Toyota of Clermont)

Senior Planner John Kruse presented the staff report as follows:

This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on November 27, 2012. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 28 acres, has been developed as an auto dealership, Toyota of Clermont.

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The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification.

Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in May.

Staff recommends approval of the transmittal of the large scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City.

4. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to C-2 General Commercial

APPLICANT: Staff (Toyota of Clermont)

Senior Planner John Kruse presented the staff report as follows:

This administrative request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on November 27, 2012. The property is improved and is receiving water and sewer services from the City. The property, approximately 28 acres, has been developed as an auto dealership, Toyota of Clermont.

The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Commercial District) to the City's C-2 General Commercial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation.

Staff recommends approval of the rezoning to C-2 General Commercial.

Commissioner Solis asked if the county properties will be required to meet City code.

City Attorney Dan Mantzaris stated that this is a newer building and they have a utility agreement, which means they had to build to the City's standards.

Commissioner Martin moved to recommend approval of the large-scale comprehensive plan amendment and rezoning; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval of the large-scale comprehensive plan amendment and rezoning.

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5. REQUEST FOR LARGE SCALE COMP PLAN AMENDMENT

REQUEST: To change future land use from Lake County Regional Commercial to City of Clermont Commercial

APPLICANT: Staff (Plaza Collina)

Item tabled to April 7, 2015 meeting.

6. REQUEST FOR REQUEST

REQUEST: To change the zoning from UE Urban Estate to C-2 General Commercial

APPLICANT: Staff (Plaza Collina)

Item tabled to April 7, 2015 meeting.

7. REQUEST FOR SMALL-SCALE COMP PLAN AMENDMENT

REQUEST: To change future land use from Lake County Regional Commercial to City of Clermont Commercial

APPLICANT: Dougherty

Planning Manager Curt Henschel presented the staff report as follows:

The applicant is requesting a future land use amendment to change the 7+/- acre parcel from Lake County Regional Commercial to the City's Commercial future land use category. The subject parcel is located on south side of Highway 50 approximately a half mile east of Highway 27. The property is currently vacant with planted pines. The applicant is proposing to develop the parcel as a commercial development fronting Highway 50. The applicant has also submitted applications for annexation and rezoning to C-2 Commercial.

The subject parcel is contiguous to the City on three sides. The existing future land use in this area is predominantly Commercial. The property has City utilities available and would be developed to City standards. The City's comprehensive plan policies support this request.

Staff recommends approval of the future land use map amendment from Lake County Regional Commercial to Commercial.

8. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to C-2 General Commercial

APPLICANT: Dougherty

Planning Manager Curt Henschel presented the staff report as follows:

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The applicant is proposing a commercial development consisting of 7 +/- acres on the south side of Highway 50, approximately a half mile east of Highway 27. The property currently has planted pines and is in unincorporated Lake County. The applicant has also submitted applications for annexation and a small-scale comprehensive plan amendment to assign a City future land use of Commercial.

The subject parcel is between existing C-2 General Commercial properties within the City. The applicant would like to develop the property with similar uses and is requesting a rezoning to the same C-2 General Commercial zoning district. City utilities are available to serve the development.

Staff believes the proposed C-2 zoning would be consistent with the existing development pattern that surrounds the property to the east and west and would provide infill development. Staff recommends approval of the rezoning change from UE Urban Estate Low Density Residential to C-2 General Commercial zoning district.

Rick McCoy, 732 Fourth St., stated that he is representing the applicant.

Commissioner Proli asked if the applicant knows what will be built on the property.

Mr. McCoy stated that without a rezoning they can't market the property.

Commissioner Hubbard asked what is happening to the back half of the property.

Mr. McCoy stated that there is no interest in those parcels at this time.

Commissioner Whitehead moved to recommend approval of the small-scale comp plan amendment and rezoning; seconded by Commissioner Proli. The vote was unanimous to recommend approval of the small-scale comprehensive plan amendment and rezoning.

There being no further business, the meeting was adjourned at 8:10 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Planning Specialist



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, April 7, 2015		
Agenda Item Name		
Ordinance No. 2015-14; Plaza Collina		
Requested Action		
Motion to recommend approval of Ordinance 2015-14.		
Staff Report		
This administrative request was originally scheduled to be heard by the Planning & Zoning Commission on March 3, 2015, but was tabled to the April 7 meeting to allow staff more time to draft the related conditional use permit. This request is being heard concurrently with requests for annexation and a conditional use permit (CUP) for a planned unit development (PUD). The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on February 14, 2006. The property is currently vacant, but will be receiving water and sewer services from the City when developed. The property is approximately 142 acres. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Master Planned Development designation. The property, currently zoned Planned Commercial District in Lake County, will become Urban Estate upon annexation. A related request for a conditional use permit for a PUD will incorporate entitlements for the development secured under the existing Lake County PUD and the Development of Regional Impact (DRI) development order. The CUP for the PUD will rescind the DRI. Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in June. Staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Master Planned Development in the City.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Ordinance	CPA ORD 2015-14.doc
2.	Maps	Plaza Collina Maps.pdf
3.	Master Planned Development FLU	Master Planned Development FLU description.pdf
4.	Utility Agreement	Plaza Collina Utility Agreement.pdf
5.	Legal ad	CPA Ad Plaza Collina.docx

CITY OF CLERMONT
ORDINANCE No. 2015-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

That part of Sections 24 and 25, Township 22 south, Range 26 east, Lake County, Florida being described as follows:

Commence at the northwest corner of said section 25, as the point of beginning; thence run south 89°23'23" east, along the north line thereof, 2690.33 feet to the north ¼ of said section 25; thence run south 89°22'05" east, continuing along said north line, 50.07 feet to a barbed wire fence line; thence run north 79°9'30" east, along said fence line, 434.24 feet; thence run north 79°05'06" east, 556.22 feet to a non-tangent curve concave to the

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ORDINANCE No. 2015-14

south; thence run easterly along said curve having a central angle of 8°45'53", a radius of 1861.14 feet, an arc length of 284.70 feet, a chord bearing of north 86°42'10" east and a chord distance of 284.43 feet; thence run south 88°54'54" east, 67.39 feet to a curve concave to the south; thence run easterly along said curve having a central angle of 13°57'05", a radius of 1045.00 feet, an arc length of 254.46 feet, a chord bearing of south 81°56'22" east and a chord distance of 253.83 feet to a compound curve concave to the southwest; thence run southeasterly along said curve having a central angle of 18°36'42", a radius of 1413.77 feet, an arc length of 459.24 feet, a chord bearing of south 65°39'28" east and a chord distance 457.23 feet to the aforesaid north line of section 25; thence run south 89°22'05" east, along said north line, 65.88 feet to the maintained west right of way of Old State Road 50, said line being a curve concave to the southwest; thence run southeasterly along said curve having a central angle of 6°35'39", a radius of 1378.71 feet, an arc length of 158.68 feet, a chord bearing of south 48° 19'40" east and a chord distance of 158.59 feet; thence run south 45°1'50" east, continuing along said maintained right of way line, 585.49 feet to the west right of way line of Lake Boulevard; thence run the following six courses and distances along said west right of way line: south 31°37'11" west, 328.07 feet; thence run north 58°22'49" west, 5.00 feet to a non-tangent curve concave to the northwest; thence run southwesterly along said curve having a central angle of 29°47'54", a radius of 200.00 feet, an arc length of 104.02 feet, a chord bearing of south 46°31'08" west and a chord distance of 102.85 feet; thence run south 61°25'05" west, 366.55 feet to a curve concave to the east; thence run southerly along said curve having a central angle of 55°51'45", a radius of 180.00 feet, an arc length of 175.50 feet, a chord bearing of south 33°29'12" west and a chord distance of 168.63 feet; thence run south 21°26'18" west, 11.08 feet to the north right of way line of S.R. 50; thence run following three courses and distances along said north line: north 87°43'31" west, 50.79 feet; thence run north 84°25'41" west, 469.96 feet; thence run north 89°48'40" west, 4157.41 feet to the west line of aforesaid section 25; thence run north 0°43'31" east, along said west line, 1183.70 feet to the point of beginning.

Containing 141.895 acres, more or less

(Alternate Keys 1707242, 1707234, 1037433, 3878786, 1592399, and 1592381) North of S.R. 50, West of the Orange County line, South of Old Highway 50. (Plaza Collina)

**CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY – REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL**

Section 2.

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

CITY OF CLERMONT
ORDINANCE No. 2015-14

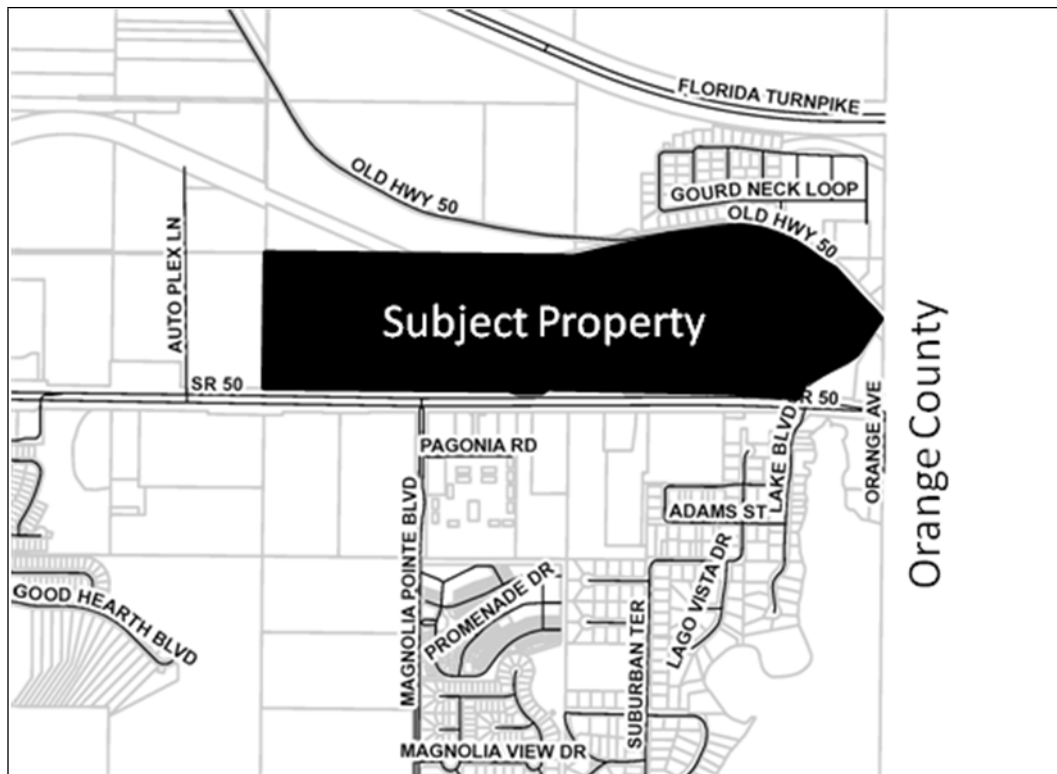
Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-14

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of June, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Plaza Collina

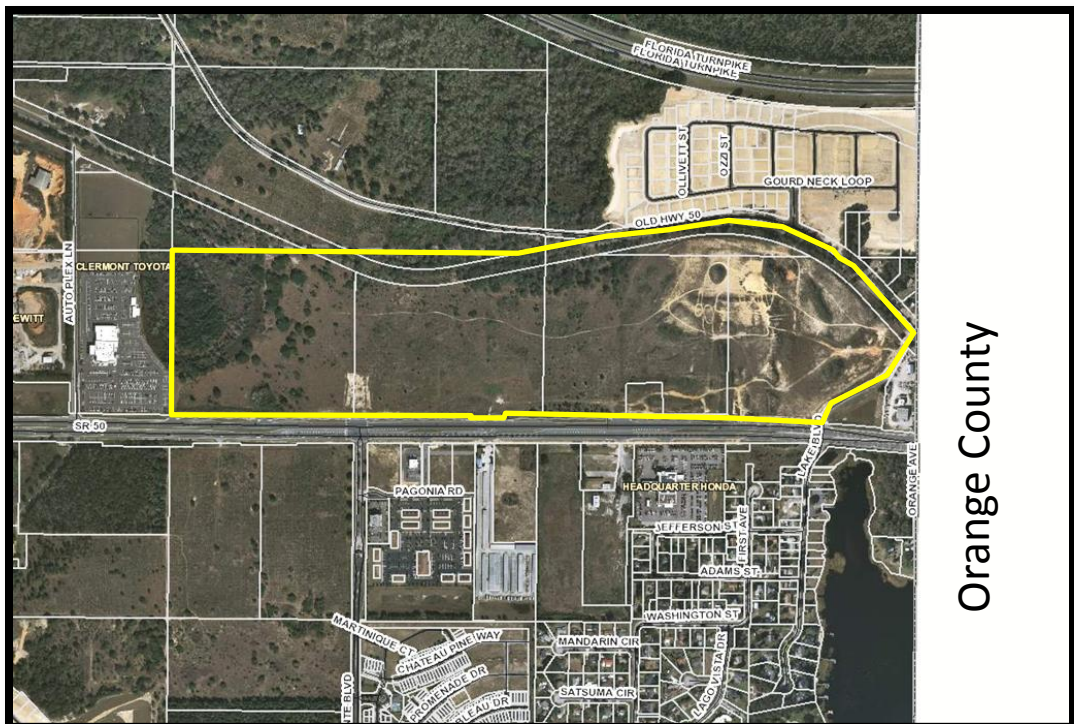
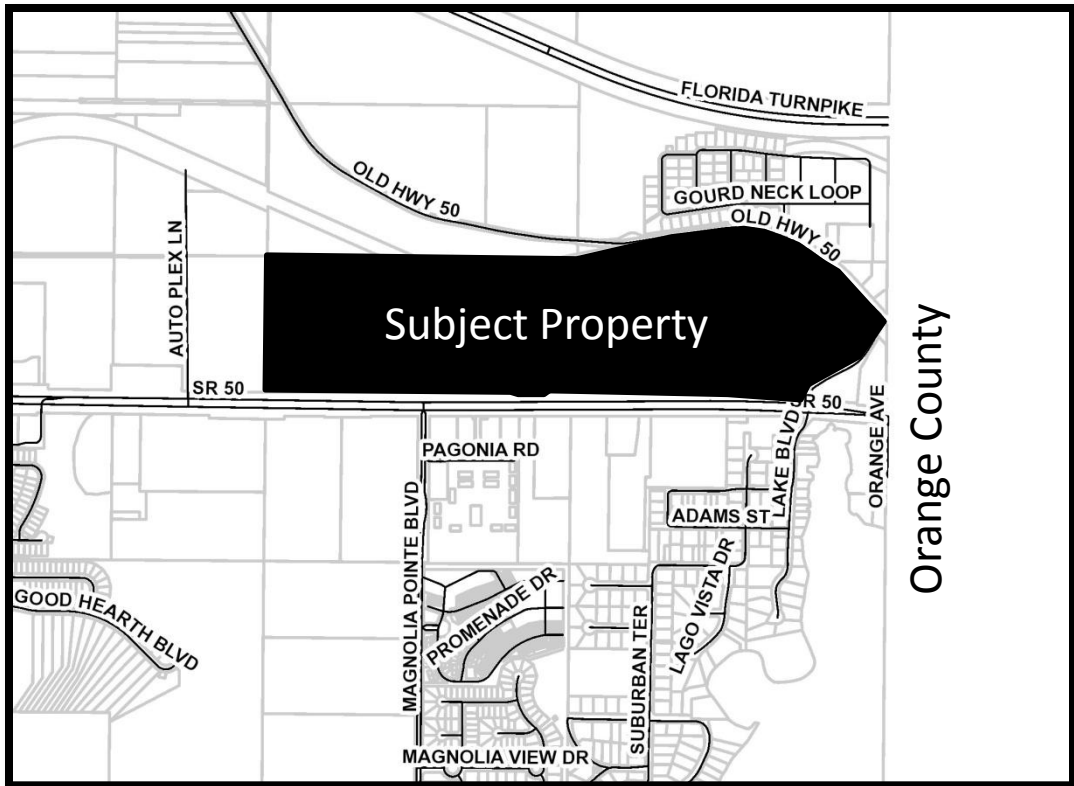


Exhibit – Future Land Use Plaza Collina

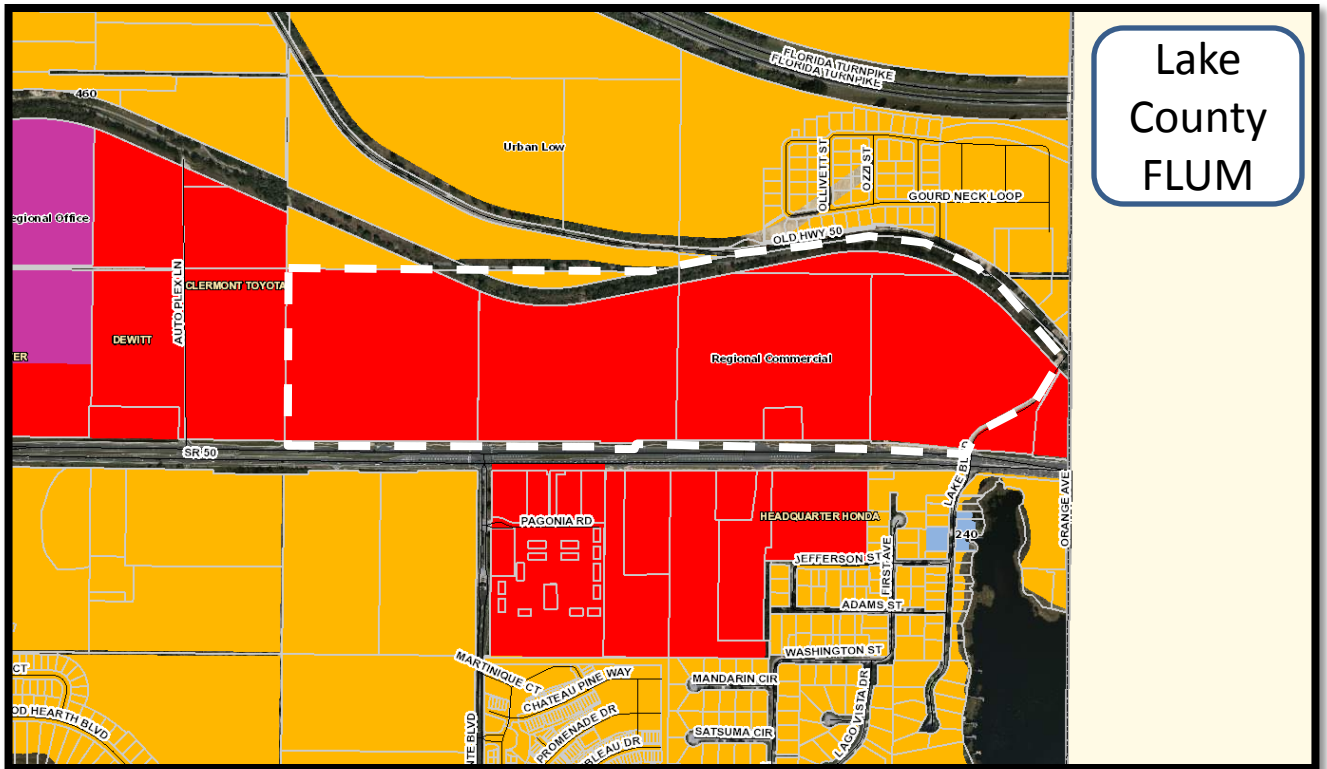
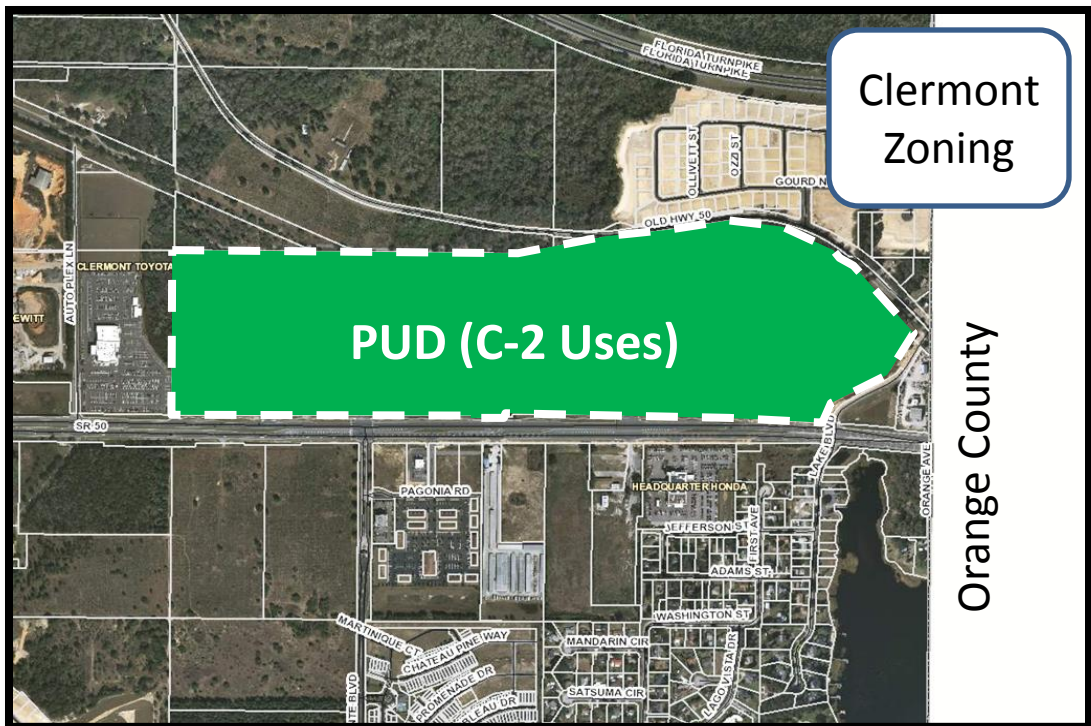


Exhibit – Zoning Plaza Collina



Policy 1.6.2: Medium-Density Residential. Areas delineated on the FLUM for medium-density residential development shall accommodate a maximum density of up to eight units per acre. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums and apartments.

Policy 1.6.3: High-Density Residential. Areas delineated on the FLUM for high-density residential development shall accommodate a maximum density of 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums and apartments. Nursing homes, assisted living facilities and independent living facilities shall be permitted in the high-density residential land use as a planned unit development (PUD) consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Policy 1.6.4: Performance standards for residential uses shall include, but are not limited to, the following:

- The land development regulations shall include performance standards for high-density and multi-family residential uses that control the location of proposed buildings in relation to the overall dimension of the site, provide sufficient on-site/structured parking where applicable, and provide open space and recreation amenities.
- The land development regulations shall contain requirements for significant open space, landscaping and buffers to effectively screen multi-family developments from low-density residential zoning districts.
- Multi-family residential developments of more than 50 units shall provide recreational facilities to meet the needs of the population of the development.
- Grid street networks are highly encouraged to serve residential developments and provide connectivity throughout the City. Cul-de-sacs and gated developments are discouraged.
- Themes are encouraged for residential developments to include cohesive streetscape design, signage, landscape architecture and streetscape furniture to create an identity for the neighborhoods in the City.

Objective 1.7: Mixed-Use Land Use Categories. The mixed-use categories are established to accommodate a mixture of residential, office and commercial uses as single uses on separate parcels or as a mix of uses within a single development. The maximum density for residential uses shall be 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit. Other uses allowed include supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.7.1: Residential/Office. The residential/office category is intended to provide for a mixture of predominantly residential uses, while allowing for professional offices that are consistent with the general character of the adjacent residential uses. Based on current land use

trends, the City estimates that the mix of uses in the residential/office category will be 65 percent residential and 35 percent non-residential. The maximum intensity for office development shall be 0.25 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.2: Master Planned Development. The master planned development category is intended to provide for two existing approved developments of regional impact (DRI), King's Ridge DRI and Lost Lake Reserve DRI, the Black West proposed mixed-use development subject to a utility and annexation agreement approved by the City and new master planned, mixed-use projects that shall be applied only upon City Council approval of a development agreement that specifies the allowable types and distribution of land uses and the maximum number/density of residential units, and which demonstrates that public facilities and services meet the requirements of the City's Concurrency Management System. The maximum intensity for office and commercial uses shall be 0.25 FAR; 1.0 FAR for industrial uses; and 0.25 FAR for institutional uses. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.3: Downtown Mixed-Use. The downtown mixed-use category is intended to provide for a mixture of residential and business uses, as well as cultural and tourist facilities, recognized as characteristic of the City's established downtown central business district. Based on current land use trends, the City estimates that the mix of uses will be 70 percent office and commercial uses and 30 percent residential, public facilities/institutional and recreation uses. The maximum intensity for office, commercial and institutional uses shall be 3.0 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.4: Nursing homes, assisted living facilities and independent living facilities shall be permitted in all mixed-use land use categories as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Policy 1.7.5: Performance standards for mixed-use developments shall include, but are not limited to, the following:

- Mixed-use developments are encouraged to incorporate town or village centers that are sized to serve the needs of residents in the development within a quarter-mile of the center.
- Unified architectural and streetscape themes are encouraged for all mixed-use developments.
- A mixed-use development may include a mixture of land uses on the same site and/or in the same building.
- For a mixed-use building, only retail sales and services and restaurants are permitted on the ground floor.

WATER AND SEWER UTILITIES AGREEMENT
LAKE COUNTY GATEWAY, LLC

COPY

THIS WATER AND SEWER UTILITIES AGREEMENT ("Agreement") is entered into as of the 14 day of February, 2006, between THE CITY OF CLERMONT, a Florida municipal corporation, (the "CITY"), and LAKE COUNTY GATEWAY, LLC, a Florida limited liability company, and its successors and assigns (the "OWNER").

WITNESSETH

Whereas, the CITY owns and operates water and sewer utility services within its incorporated City boundaries and within a designated utility service district adopted pursuant to Chapter 180, *Florida Statutes*; and

Whereas, the OWNER owns that certain parcel of land located in Lake County, comprised of approximately 142 acres, as more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property"); and

Whereas, the Property is located within the CITY's utility district adopted pursuant to Chapter 180, *Florida Statutes*; and

Whereas, the OWNER is requesting water and sewer service from the City for the Property.

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

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

Section 2. Water/Sewer Services.

- 2.1 CITY shall provide water and sewer service for the Property up to 200,000 gallons per day.
- 2.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 2.3 The route of any off-site lines shall be according to engineering plans produced by OWNER and approved by the CITY.

- 2.4 The OWNER shall construct at its expense the facilities, lines and appurtenances necessary to serve the development, including but not limited to the following off-site improvements:
The water main along SR 50 from the existing connection point to the eastern property boundary, water main extension along Lake Blvd from SR 50 to CR 50, and water main extension along CR 50 from Lake Blvd to CR 455.
- 2.5 The OWNER shall be responsible for the construction of all on-site and off-site lines and appurtenances not currently constructed and necessary to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until all off-site improvements described in 2.4 above and all necessary water and sewer extensions have been completed and accepted by the CITY.
- 2.6 The OWNER shall be responsible for all costs of on-site and off-site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances. All improvements shall be constructed in accordance with CITY Land Development Regulations and in accordance with the utility plans for the project as approved by CITY. OWNER shall provide to CITY any and all documentation necessary for the CITY to ascertain that the on-site and off-site improvements meet the minimum line size requirements and specifications as specified by the CITY Land Development Regulations.
- 2.7 At anytime prior to the approval of the utility plans by CITY, CITY may elect to oversize the lines, improvements or appurtenances for CITY's use in the expansion of its water and sewer system. In accordance herewith, CITY shall provide to the OWNER the specifications regarding sizes which shall be included by OWNER in the final utility improvement plans.
- 2.8 In the event that the CITY elects to oversize any of the improvements to be constructed by OWNER hereunder, the CITY shall be responsible for the difference in cost of materials to oversize the improvements based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 2.9 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 2.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 2.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on-site and off-site,

required to serve the Property, with reimbursement for the difference in costs as determined in Section 2.9 from the CITY in the form of Impact Fee Credits.

- 2.12 Any Impact Fee Credits shall be established subject to Sections 2.9 and 2.11, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until the credit is used.
- 2.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 3. Development Standards.

The project shall be developed in accordance with the following Lake County approvals, and any approved variances thereto and as otherwise stipulated in this Agreement or subsequent amendments to this Agreement: Lake County comprehensive plan amendment - Ordinance No. 2006-15, Lake County Development Order for the Plaza Collina Development of Regional Impact - Ordinance No. 2006-16; and Lake County Planned Unit Development zoning amendment - Ordinance No. 2006-17.

Section 4. Annexation.

4.1 OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a Notice of Encumbrance To Annex Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

4.2 This agreement shall be recorded in the Public Records of Lake County, Florida at cost to OWNER, and this agreement, upon recording, shall constitute an irrevocable application by the undersigned owner to annex the property described on Exhibit 'A', attached hereto, into the City of Clermont, which right to annex the City may exercise at any time in the future.

Section 5. Water and Sewer Improvements.

Upon completion of and acceptance by CITY of all off-site improvements constructed by OWNER, said improvements shall be transferred to and owned by CITY. No on-site improvements contemplated herein shall be transferred to or owned by CITY.

Section 6. Compliance with City Laws and Regulations.

Except as otherwise set forth herein, development of the water and sewer utilities for the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies.

Section 7. Due Diligence.

The CITY and OWNER agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement.

Section 8. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law.

Section 9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 10. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the OWNER without the need for consent by the CITY. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assigns. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 11. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof; nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder; nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof, or the exercise of any other right, power, or privilege hereunder.

Section 12. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the OWNER from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 13. Amendment. Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 14. Severability. In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 15. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY:

Wayne Saunders
City of Clermont
City Manager
P.O. Box 120219
Clermont, Florida 34712-0219

With copy to:

Daniel F. Mantzaris, Esq.
City Attorney
Post Office Box 87
Orlando, Florida 32802-0087

OWNER:

Tom A. Harb
Lake County Gateway, LLC
7954 Sand Lake Road
Orlando, Florida 32819

With a copy to:

Cecelia Bonifay, Esq.
Akerman Senterfitt
131 West Main Street
Tavares, Florida 32778

[Signature blocks appear on following page.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date first above written.

CITY:

CITY OF CLERMONT, a Florida municipal corporation

Attest:

Tracy Ackroyd
Tracy Ackroyd, City Clerk

By:

Harold Turville, Jr
Its: Mayor

OWNER:

LAKE COUNTY GATEWAY, LLC, a Florida limited liability company

Witnesses:

Kimberly Ross
Name: Kimberly Ross

Raquel Sealey
Name: Raquel Sealey

By:

Tom A. Harb

Its:

Managing Member

STATE OF FLORIDA

COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Tom A. Harb, as Managing Member of Lake County Gateway, LLC, a Florida limited liability company, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 29th day of March, 2006.

Colette L. Wharton
Notary Public

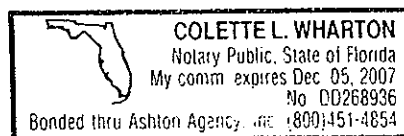


EXHIBIT "A"

Legal Description

BOUNDARY AND LEGAL SURVEY

THAT PART OF SECTIONS 24 AND 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, AS THE POINT OF BEGINNING; THENCE RUN S 89°23'23" E, ALONG THE NORTH LINE THEREOF, 2690.33 FEET TO THE NORTH 1/4 OF SAID SECTION 25; THENCE RUN S 89°22'05" E, CONTINUING ALONG SAID NORTH LINE, 50.07 FEET TO A BARBED WIRE FENCE LINE; THENCE RUN N 79°9'30" E, ALONG SAID FENCE LINE, 434.24 FEET; THENCE RUN N 79°05'06" E, 556.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 8°45'53", A RADIUS OF 1861.14 FEET, AN ARC LENGTH OF 284.70 FEET, A CHORD BEARING OF N 86°42'10" E AND A CHORD DISTANCE OF 284.43 FEET; THENCE RUN S 88°54'54" E, 67.39 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°57'05", A RADIUS OF 1045.00 FEET, AN ARC LENGTH OF 254.46 FEET, A CHORD BEARING OF S 81°56'22" E AND A CHORD DISTANCE OF 253.83 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°36'42", A RADIUS OF 1413.77 FEET, AN ARC LENGTH OF 459.24 FEET, A CHORD BEARING OF S 65°39'28" E AND A CHORD DISTANCE OF 457.23 FEET TO THE AFORESAID NORTH LINE OF SECTION 25; THENCE RUN S 89°22'05" E, ALONG SAID NORTH LINE, 65.88 FEET TO THE MAINTAINED WEST RIGHT OF WAY OF OLD STATE ROAD No. 50, SAID LINE BEING A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°35'39", A RADIUS OF 1378.71 FEET, AN ARC LENGTH OF 158.68 FEET, A CHORD BEARING OF S 48°19'40" E AND A CHORD DISTANCE OF 158.59 FEET; THENCE RUN S 45°1'50" E, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, 585.49 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE BOULEVARD; THENCE RUN THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE: S 31°37'11" W, 328.07 FEET; THENCE RUN N 58°22'49" W, 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 29°47'54", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 104.02 FEET, A CHORD BEARING OF S 46°31'08" W AND A CHORD DISTANCE OF 102.85 FEET; THENCE RUN S 61°25'05" W, 366.55 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 55°51'45", A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 175.50 FEET, A CHORD BEARING OF S 33°29'12" W AND A CHORD DISTANCE OF 168.63 FEET; THENCE RUN S 21°26'18" W, 11.08 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 50; THENCE RUN FOLLOWING THREE COURSES AND DISTANCES ALONG SAID NORTH LINE: N 87°43'31" W, 50.79 FEET; THENCE RUN N 84°25'41" W, 469.96 FEET; THENCE RUN N 89°48'40" W, 4157.41 FEET TO THE WEST LINE OF AFORESAID SECTION 25; THENCE RUN N 0°43'43" E, ALONG SAID WEST LINE, 1183.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 141.895 ACRES MORE OR LESS.

Exhibit B

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
City Manager
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this 14 day of February, 2006, between Lake County Gateway, LLC, a Florida limited liability company Grantor, and the CITY OF CLERMONT, FLORIDA, a Florida municipal corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

BOUNDARY AND LEGAL SURVEY

THAT PART OF SECTIONS 24 AND 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, AS THE POINT OF BEGINNING; THENCE RUN S 89°23'23" E, ALONG THE NORTH LINE THEREOF, 2690.33 FEET TO THE NORTH 1/4 OF SAID SECTION 25; THENCE RUN S 89°22'05" E, CONTINUING ALONG SAID NORTH LINE, 50.07 FEET TO A BARBED WIRE FENCE LINE; THENCE RUN N 79°9'30" E, ALONG SAID FENCE LINE, 434.24 FEET; THENCE RUN N 79°05'06" E, 556.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 8°45'53", A RADIUS OF 1861.14 FEET, AN ARC LENGTH OF 284.70 FEET, A CHORD BEARING OF N 86°42'10" E AND A CHORD DISTANCE OF 284.43 FEET; THENCE RUN S 88°54'54" E, 67.39 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°57'05", A RADIUS OF 1045.00 FEET, AN ARC LENGTH OF 254.46 FEET, A CHORD BEARING OF S 81°56'22" E AND A CHORD DISTANCE OF 253.83 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°36'42", A RADIUS OF 1413.77 FEET, AN ARC LENGTH OF 459.24 FEET, A CHORD BEARING OF S 65°39'28" E AND A CHORD DISTANCE OF 457.23 FEET TO THE AFORESAID NORTH LINE OF SECTION 25; THENCE RUN S 89°22'05" E, ALONG SAID NORTH LINE, 65.88 FEET TO THE MAINTAINED WEST RIGHT OF WAY OF OLD STATE ROAD No. 50, SAID LINE BEING A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°35'39", A RADIUS OF 1378.71 FEET, AN ARC LENGTH OF 158.68 FEET, A CHORD BEARING OF S 48°19'40" E AND A CHORD DISTANCE OF 158.59 FEET; THENCE RUN S 45°1'50" E, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, 585.49 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE BOULEVARD; THENCE RUN THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE: S 31°37'11" W, 328.07 FEET; THENCE RUN N 58°22'49" W, 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 29°47'54", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 104.02 FEET, A CHORD BEARING OF S 46°31'08" W AND A CHORD DISTANCE OF 102.85 FEET; THENCE RUN S 61°25'05" W, 366.55 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 55°51'45", A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 175.50 FEET, A CHORD BEARING OF S 33°29'12" W AND A CHORD DISTANCE OF 168.63 FEET; THENCE RUN S 21°26'18" W, 11.08 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 50; THENCE RUN FOLLOWING THREE COURSES AND DISTANCES ALONG SAID NORTH LINE: N 87°43'31" W, 50.79 FEET; THENCE RUN N 84°25'41" W, 469.96 FEET; THENCE RUN N 89°48'40" W, 4157.41 FEET TO THE WEST LINE OF AFORESAID SECTION 25; THENCE RUN N 0°43'43" E, ALONG SAID WEST LINE, 1183.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 141.895 ACRES MORE OR LESS.

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. [Signature]
Signature

Type or print name

2. _____
Signature

Type or print name

STATE OF Florida

WITNESSES (Two required):

1. Kimberly A Ross
Signature

Kimberly A Ross

Type or print name

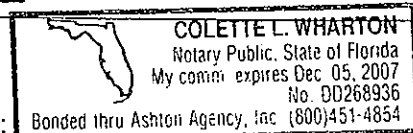
1. [Signature]
Signature

Karen Castiel

Type or print name

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 29th day of March, 2006 by A. Tom Harb, who is personally known to me ~~or who has produced~~ ~~as identification~~ and who did not take an oath.



SEAL:

Notary Public [Signature]

Type/print name Colette L. Wharton

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

FUND TITLE CERTIFICATE

*An examined search for the issuance of title insurance underwritten by
Attorneys' Title Insurance Fund, Inc.*

Fund File Number: 12-2006-0779

Provided For: Page Law Firm LLC

Agent's File Reference: LAKE COUNTY GATEWAY

Amount of Insurance: *OWNER'S:* To Be Determined
Not to Exceed \$3,000,000.00

MORTGAGEE:

Effective Date of Search: March 28, 2006 at 11:00 PM

Description of Real Property to be Insured situated in Lake County, Florida.

See Exhibit A attached.

Record Title Vested in: Lake County Gateway, LLC, a Florida limited liability company by Trustee's Deed's

Recorded in: O.R. Book 2585, Page 514, O.R. Book 2676, Page 2411

This certificate is issued exclusively for the writing of a title insurance commitment and/or policy on Attorneys' Title Insurance Fund, Inc. No liability is assumed if used for any other purpose. Liability for this certificate expires six (6) months from date of issue if no commitment or policy has by then been issued by one of the aforementioned companies.

Prepared this 3rd day of April, 2006.

Attorneys' Title Insurance Fund, Inc.

Prepared by: Debbie Miller

Typist: Debbie Miller

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

EXCEPTIONS

1. *Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.*
2. *Rights or claims of parties in possession not shown by the public records.*
3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*
4. *Easements or claims of easements not shown by the public records.*
5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*

(Unless satisfactory evidence is presented to The Fund member agent eliminating the need for exceptions one through five, said exceptions should be made a part of any Fund commitment or final policy.)

6. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:*
 - (a) *Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
 - (b) *Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)*
7. *Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.*
8. *Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands and lands accreted to such lands.*
9. *All matters contained on the Plat of Edgewater Beach, as recorded in Plat Book 8, Page(s) 84, Public Records of Lake County, Florida.*
10. *All matters contained on the Plat of Edgewater Beach, as recorded in Plat Book 9, Page(s) 19, Public Records of Lake County, Florida.*

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11. All matters contained on the Plat of A Replat of part of Edgewater Beach, as recorded in Plat Book 10, Page(s) 44, Public Records of Lake County, Florida.
12. All matters contained on the Plat of Lake Highlands Company, as recorded in Plat Book 3, Page(s) 24, Public Records of Lake County, Florida.
13. All matters contained on the Plat of Lake Highlands Company of Section 25, Township 22 S, Range 26 E, as recorded in Plat Book 3, Page(s) 50, Public Records of Lake County, Florida.
14. Easement in favor of Florida Power Corporation contained in instrument recorded July 20, 1988, in O.R. Book 973, Page 586, Public Records of Lake County, Florida.
15. Nonexclusive Utilities Easement in favor of City of Clermont contained in instrument recorded October 17, 1997, in O.R. Book 1554, Page 2430, Public Records of Lake County, Florida.
16. Non-Exclusive Easement in favor of Lake County contained in instrument recorded October 12, 2005, in O.R. Book 2976, Page 513, Public Records of Lake County, Florida.
17. Ordinance #2006-17 recorded in O.R. Book 3096, Page 1402, Public Records of Lake County, Florida.
18. Ordinance No. 2006-16 recorded in O.R. Book 3096, Page 1425, Public Records of Lake County, Florida.
19. Ordinance No. 2006-15 recorded in O.R. Book 3096, Page 1457, Public Records of Lake County, Florida.
20. Mortgage to Peoples First Community Bank, mortgagee(s), recorded under O.R. Book 2585, Page 519, Public Records of Lake County, Florida.
21. Assignment of Leases, Rents and Profits filed June 2, 2004, in O.R. Book 2585, Page 542, Public Records of Lake County, Florida.
22. UCC Financing Statement between Lake County Gateway, LLC and Hunter's Trace Investments, Inc. and Peoples First Community Bank as recorded in O.R. Book 2585, Page 550, Public Records of Lake County, Florida.
23. The Fund has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy. No Fund policy may be issued in an amount of \$3,000,000.00 or greater without specific Underwriting approval.

Unless stated otherwise, the property described herein has legal access.

Proposed Purchaser/Mortgagor:

N/A

A 20-year name search was performed on the proposed purchaser/mortgagor for unsatisfied judgments and tax liens (state and federal and other liens for the recovery of money) and personal names were

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checked for unrestored incompetency and for guardianship proceedings, ALL OF WHICH RESULTED IN THE FOLLOWING:

None

The status of corporations and limited partnerships has not been verified with any applicable governmental agencies or other authorities.

This certificate does not cover unpaid municipal taxes and other assessments unless they are recorded in the Official Records Book of the county, nor does it cover matters filed in the Federal District Courts of Florida EXCEPT FOR BANKRUPTCY PROCEEDINGS filed prior to October 7, 1984, when the property lies in either DADE, DUVAL, HILLSBOROUGH, LEON OR ORANGE COUNTY.

See the attached Tax Sheet for current and delinquent (if any) ad valorem tax information.

In order for the title to be insured by The Fund, it must be examined between the effective date of this certificate and the recording date(s) of the instrument(s) on which the policy is based.

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

EXHIBIT A

THAT PART OF SECTIONS 24 AND 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, AS THE POINT OF BEGINNING; THENCE RUN S 89°23'23" E, ALONG THE NORTH LINE THEREOF, 2690.33 FEET TO THE NORTH 1/4 OF SAID SECTION 25; THENCE RUN S 89°22'05" E, CONTINUING ALONG SAID NORTH LINE, 50.07 FEET TO A BARBED WIRE FENCE LINE; THENCE RUN N 79°30' E, ALONG SAID FENCE LINE, 434.24 FEET; THENCE RUN N 79°05'06" E, 356.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°45'33", A RADIUS OF 1861.14 FEET, AN ARC LENGTH OF 284.70 FEET, A CHORD BEARING OF N 36°42'10" E AND A CHORD DISTANCE OF 284.43 FEET; THENCE RUN S 88°54'54" E, 67.39 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°57'05", A RADIUS OF 1045.00 FEET, AN ARC LENGTH OF 254.46 FEET, A CHORD BEARING OF S 81°56'22" E AND A CHORD DISTANCE OF 253.83 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°36'42", A RADIUS OF 1413.77 FEET, AN ARC LENGTH OF 459.24 FEET, A CHORD BEARING OF S 65°39'28" E AND A CHORD DISTANCE OF 457.23 FEET TO THE AFORESAID NORTH LINE OF SECTION 25; THENCE RUN S 89°22'05" E, ALONG SAID NORTH LINE, 65.83 FEET TO THE MAINTAINED WEST RIGHT OF WAY OF OLD STATE ROAD No. 50, SAID LINE BEING A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°35'39", A RADIUS OF 1378.71 FEET, AN ARC LENGTH OF 158.68 FEET, A CHORD BEARING OF S 48°19'40" E AND A CHORD DISTANCE OF 158.59 FEET; THENCE RUN S 45°1'50" E, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, 585.49 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE BOULEVARD; THENCE RUN THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE: S 31°37'11" W, 328.07 FEET; THENCE RUN N 53°22'49" W, 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 35°47'54", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 104.02 FEET, A CHORD BEARING OF S 46°31'08" W AND A CHORD DISTANCE OF 102.85 FEET; THENCE RUN S 61°25'05" W, 366.53 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 35°51'45", A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 175.50 FEET, A CHORD BEARING OF S 13°29'12" W AND A CHORD DISTANCE OF 168.63 FEET; THENCE RUN S 21°26'18" W, 11.08 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 50; THENCE RUN FOLLOWING THREE COURSES AND DISTANCES ALONG SAID NORTH LINE: N 87°43'31" W, 50.79 FEET; THENCE RUN N 84°25'41" W, 469.56 FEET; THENCE RUN N 89°48'40" W, 4157.41 FEET TO THE WEST LINE OF AFORESAID SECTION 25; THENCE RUN N 0°43'43" E, ALONG SAID WEST LINE, 1183.70 FEET TO THE POINT OF BEGINNING.

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-14

The City of Clermont will hold public hearings Tuesday, March 3, 2015 at 7 p.m. before the Planning and Zoning Commission and Tuesday, March 24, 2015 at 6:30 p.m. before the City Council to consider transmittal and introduction of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Lake County Regional Commercial to Master Planned Development.

The City of Clermont will hold public hearings on Tuesday, May 26, 2015 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.

***Location: North of S.R. 50, West of the Orange County Line, South of Old Hwy 50
Plaza Collina, 142 +/- acres
Alternate Keys 1707242, 1707234, 1037433, 3878786, 1592399, and 1592381***

Ordinance #2015-13:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting a comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the purpose and intent of the comprehensive plan amendment; establishing the legal status of the comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
February 17, 2015 and May 12, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 7, 2015		
Agenda Item Name		
Resolution 2015-08; Plaza Collina		
Requested Action		
Motion to recommend approval of Resolution 2015-08.		
Staff Report		
This administrative request was originally scheduled to be heard by the Planning & Zoning Commission on March 3, 2015, but was tabled to the April 7 meeting to allow staff more time to draft the conditional use permit. The request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment to assign a City future land use of Master Planned Development. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on February 14, 2006. The property is currently vacant, but will be receiving water and sewer services from the City when developed. The property is approximately 142 acres. The proposed request is to grant a conditional use permit (CUP) for a mixed-use planned unit development (PUD) with a retail shopping center and outparcels for restaurants and similar commercial uses along SR 50. This development, known as Plaza Collina, is currently approved in Lake County with 1,200,000 square feet of retail space and 200 residential units. Staff has reviewed the approved Development of Regional Impact (DRI) Development Order (Ordinance #2006-16) and the Lake County PUD (Ordinance # 2006-17) and has transferred over to the new CUP/PUD those conditions and the entitlements contained within the documents. The development will include one single-use commercial building not to exceed 187,000 square feet. New conditions require an amendment to the CUP for any additional retail structures over 100,000 square feet, more than two automotive dealerships, or any use that would require a CUP per the City code. Staff recommends approval of the conditional use permit for the Plaza Collina PUD.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution	CUP RES 2015-08.docx	

2.	Maps	Plaza Collina Maps.pdf
3.	Conditions	Plaza Collina Conditions.doc
4.	Exhibits	Plaza Collina Exhibits.doc
5.	Legal ad	CUP Legal AD.docx

CITY OF CLERMONT
RESOLUTION NO. 2015-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A MIXED USE PLANNED UNIT DEVELOPMENT IN THE UE URBAN ESTATE ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held April 7, 2015 recommended approval of this Conditional Use Permit to allow a mixed use Planned Unit Development in the UE Urban Estate zoning district; at the following location:

LOCATION:

(Alternate Keys 1707242, 1707234, 1037433, 3878786, 1592399, and 1592381)
North of S.R. 50, West of the Orange County line,
South of Old Highway 50

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for a Conditional Use Permit to allow a mixed-use Planned Unit Development in the UE Urban Estate zoning district; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Conceptual Site Plan prepared by Florida Engineering Group, seal date March 30, 2015, Exhibit A. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

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4. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
5. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
7. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

Section 2 - Land Use

1. This permit is for a mixed-use commercial center including a shopping center not to exceed 1,200,000 square feet of floor area and may include 200 residential dwelling units. Residential dwelling units may consist of townhomes or multi-family.
2. Residential units shall be constructed only when there is adequate capacity within the schools serving the property. This restriction shall not apply if the residential units are restricted to occupants who are 55 years of age or older, in compliance with state and federal law.
3. Plaza Collina will include those uses as permitted in the C-2 General Commercial zoning district, retail, personal service, professional offices, and restaurants, consistent with the conceptual site plan prepared by Florida Engineering Group, seal date March 30, 2015, Exhibit A, along with 200 residential units.
4. A total of two automotive dealerships may be permitted on site. Any additional proposed automotive dealership shall require an amendment to this Conditional Use Permit.
5. The Developer may have one commercial building not to exceed 187,000 square feet of floor area. Any other single-use retail structure with a floor area greater than 100,000 square feet shall require an amendment to this Conditional Use Permit.

Section 3 – Site Development

1. Detailed grading, erosion control, and dust abatement plans for the entire site shall be submitted to and approved by the Site Review Committee prior to construction plan approval and the initiation of development activity. The dust abatement plan shall detail measures to be taken to eliminate the migration of dust particles from the site.

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2. All excavated material shall be stored in a location approved by the City Engineer.
3. Geo-technical information regarding the soil characteristics of the site shall be submitted to the City as part of the final site review process
4. The permittee/developers shall provide both temporary and permanent grassing including fertilizer application on all disturbed areas where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with Best Management Practices (BMP) of the U.S. Department of Agriculture Soil Conservation Service.
5. Retaining walls may exceed six feet in height and may be constructed as previously approved by Lake County for the mass grading plan for the site.
6. The commercial portions of the project shall be platted after the fourth parcel split.

Section 4 - Transportation Improvements

1. The Developer shall coordinate with the Lake County Public Works Department on all transportation improvements to increase efficiency of design and construction.
2. Sidewalks shall be required along all public road frontages, including State Road 50 (SR 50), in accordance with Florida Department of Transportation regulations and City codes.
3. The City may require that once the project exceeds 37,289 average daily trips that transportation improvements, necessitated by the portion of the project for which a building permit is sought, be made at the time of construction. Project specific on- and off-site transportation designs are the sole responsibility of the developer.
4. Roadway improvement plans for SR 50, Old Highway 50/County Road 50 (CR 50), additional public streets, and the project site, including but not limited to, access drives, acceleration/deceleration lanes, turn lanes, traffic signalization devices, and internal signage and traffic movement lanes shall be submitted to and approved, appropriately by the City's Site Review Committee, the Florida Department of Transportation and Lake County prior to commencement of any development activity for any portion of the project.
5. The Developer shall provide a proportionate share; based on share of traffic on Lake Boulevard, of a grade-separated crossing at Lake Boulevard for the trail, if Lake County decides to construct such a crossing.
6. Any alterations to the proposed frontage road, as shown on the conceptual site plan prepared by Florida Engineering Group, seal date March 30, 2015, Exhibit A, shall require an amendment to the Conditional Use Permit.

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Section 5 - Utilities and Stormwater

1. The permittee shall be responsible for purchasing, installing, and maintaining fire hydrants within the project. They shall be installed according to City code.
2. Restaurants will be required to install grease traps at a size to be determined by an engineer and approved by the Environmental Services Department.
3. The project shall be plumbed for reuse water with purple piping. Until such time as reuse water is available, irrigation water shall be provided for by well.
4. The Developer shall construct at its expense, the facilities, lines and appurtenances necessary to serve the development, including but not limited to the following off-site improvements:
 - (i) Extend the existing 12-inch water main from the existing connection point located near Autoplex Lane to the existing connection point located west of the entrance to the Verde Park subdivision.
 - (ii) Extend the existing 12-inch water main located on the north side of SR 50 from the existing connection point located near Magnolia Pointe Boulevard east along the Plaza Collina proposed Frontage Road alignment, shown on the conceptual master plan, and connect to the existing main at a point adjacent to the Honda dealership just west of Lake Boulevard.
5. All on-site utilities shall be privately owned and maintained with the exception of the 12-inch water line dedicated to the City running parallel with the frontage road.
6. The Developer shall install a 2-inch conduit specified for future fiber optic use running parallel to the 12-inch water line in the frontage road.
7. The Impervious Surface Ratio (ISR) of the entire site shall be 70 percent. ISR calculation will be based upon the entire site acreage.

Section 6 – Landscaping

1. Landscaping materials and design shall comply with City code.
2. Landscaping within automotive sales inventory areas will not be required to install canopy trees. These areas shall be reviewed and approved by the Site Plan Review Committee.
3. The Landscape design for all parking areas, buffers, rights of way, pedestrian ways and focal points shall be unified and complementary to the ambiance of the center.

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4. SR 50 and Lake Boulevard frontage: Minimum 20 feet in width, with 10 feet located inside the property line and 10 feet located within the SR 50 right-of-way (ROW), as depicted in Exhibit B prepared by Cuhaci & Perterson, Architects, dated November 10, 2005. Developer will seek a Right-of-Way Utilization Agreement with the Florida Department of Transportation to permit landscaping inside the right-of-way for the SR 50 frontage. If developer is unable to secure a Right-of-Way Utilization Agreement with the Florida Department of Transportation to permit landscaping inside the right-of-way for SR 50, the developer will be allowed to reduce the landscape area from 20' to 10' in width located inside the property line, as long as the entire 10' is in plantings, as opposed to sod.

Section 7 -Architectural Design Standards and Lighting

1. Architectural design standards shall comply with City code.
2. Light fixture: types. All light fixtures; including security lighting, shall be cutoff fixtures, and shall be incorporated as an integral design element that complements the design of the building or project through style, material or color. Luminaires shall not be tilted. Lighting of or on buildings shall be limited to wall-washer type fixtures or up-lights, which do not produce spill light or glare. Sag lenses, convex lenses, and drop lenses shall be prohibited. Lighting at a building or project shall not be comprised in whole or part by floodlights.
3. Lighting Height. Except as otherwise required under this article, the height of an outdoor lighting fixture; inclusive of the pole and light source/luminarie, shall be a maximum of 30 feet within a parking lot and maximum of 20 feet within a non-vehicular pedestrian area. Height shall be measured from the finished grade to the top of the light fixture.
4. Pedestrian walkways and bikeways. In pedestrian walkways or bikeways the light fixture/luminaire shall be decorative in appearance, style, and finish.
5. Each row of parking shall be defined by landscaped islands on the ends and shall have no more than 15 parking spaces in a row without an additional intermittent landscape island.
6. Minimum number of parking spaces shall be one space for each 225 square feet of building area dedicated for commercial use. Commercial use shall include; retail business, wholesale business and personal services, and office (excluding outdoor storage facilities, garden centers, outdoor seating areas, and residential uses).
7. Restaurants and food services shall be parked per City code.

Section 8 – Signage

1. The proposed automotive dealership may have one off-site sign that is adjacent to the west main entrance and adjacent to their parcel.

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2. All other signage shall comply with City code.
3. The Developer shall dedicate 2,000 square feet to the City at the corner of SR 50 and Lake Boulevard for a gateway feature to be designed, permitted and constructed by the City. The Developer shall dedicate 1,000 square feet to the City along the northern property line adjacent to the South Lake Trail for a trail gateway feature. These dedications shall occur prior to the first certificate of occupancy.

Section 9 – Site Improvements

1. All materials stored outside must be within an opaque enclosure.
2. Storage of inventory in trailers or other storage systems shall be prohibited.
3. Shopping cart returns shall be provided within the retail structures.
4. Outdoor display of merchandise, except vehicles at the automotive dealerships, is prohibited.
5. Chain link fencing shall be prohibited. Fencing around water retention areas, outdoor storage areas and all other fencing shall be ornamental metal fencing.
6. Dumpster enclosures: Each dumpster and compactor location shall be located behind the front setback of the primary building and shall be surrounded by a concrete masonry unit enclosure with gates constructed of wood, architectural metal, or other material that is architecturally compatible with the primary building design. The material used shall provide an opaque screen so the dumpster will not be visible from the outside. Chain link fencing is not permitted. The enclosure shall exceed the vertical height of the dumpster by at least 6 inches with a maximum height of 9 feet. The required setback for enclosures shall be 25 feet adjacent to property that is either zoned or used as residential. The enclosure shall be constructed using colors and architectural treatments consistent with the structure or facility it serves.

Section 10 - Special Planned Unit Development Conditions

1. The Developer shall fund the engineering and installation of an interconnected intersection system to maximize the movement of vehicles on SR 50, with prioritization given to through traffic to the maximum extent practicable as determined by the Florida Department of Transportation. The extent of the system shall include the section of SR 50; from the Florida Turnpike to Hancock Road, where the project is expected to have significant impacts and may be divided into separate interconnected systems as deemed appropriate by the Florida Department of Transportation. This condition has been met.
2. Any improvements on CR 438 through the Town of Oakland shall take into consideration the rural nature of the area and capacity improvements shall include landscaping, turn lanes, and traffic calming as deemed warranted by the Town of

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Oakland and Orange County. Consideration of alternatives to the signalization of Tubb Street and Oakland Avenue shall be explored; including, but not limited to the use of landscaped traffic roundabouts. Roadway widening shall be discouraged.

3. In order to provide safe access and to preserve operational capacity, left and right-turn lanes shall be evaluated and installed by the developer at all project entrances on collector and arterial roadways. The Developer, Florida Department of Transportation, and Lake County have confirmed the need for and the cost of signalization at the Project entrance(s) consistent with policies of the appropriate governing entity and when nationally recognized warrants are met. The cost for signalization at the project entrances is the responsibility of the Developer. Dual left turn lanes shall be provided at the signalized intersections on SR 50, along the frontage of the project. Design of the dual left turn lanes shall be coordinated with Florida Department of Transportation design standards. Developer will work with the Florida Department of Transportation and Lake County to expedite that portion of the widening of SR 50 which abuts the project. Developer shall have the option to enter into an agreement with the Florida Department of Transportation and Lake County whereby Developer will advance the funding for SR 50 widening along the project boundary and receive reimbursement and/or impact fee credits from the appropriate governmental agency.
4. In the interest of safety and to promote alternative forms of transportation, the Developer shall provide an on-site system of bikeways and pedestrian circulation that accesses all area within the Project and shall install appropriate signage identifying bike routes and pedestrian facilities. These bike and pedestrian facilities shall be installed as each site plan for the Project is developed.
5. The on-site bicycle systems shall be connected into any proximate external bicycle systems existing at the time of construction. Construction standards shall conform to latest state standards and criteria. Improvements to area roadways should be encouraged to incorporate bicycle and pedestrian facilities.
6. As part of the site plan approval process, the Developer will notify the appropriate transit authority (Lake Xpress or LYNX) to request a determination of whether a bus stop on the Plaza Collina site is needed and when it is needed. If such bus stop is needed, the appropriate transit authority will approve the bus stop as part of the site plan approval process. The Developer will contribute to an operations fund for transit service to the site through a one-time payment of \$200,000 to Lake County at the time Developer obtains the first certificate of occupancy issued for a total of 200,000 gross square feet (cumulative).
7. The following transit related conditions shall apply:
 - (i) Internal collector and arterial road geometrics will accommodate standard 40 foot and articulated buses as described in the most current edition of the LYNX Design Manual. The design manual is located in local libraries and on the LYNX website under news and events, LYNX documents at www.golynx.com.

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- (ii) The bus stop sites size, location and amenities shall be of adequate size for amenities; including passenger shelters, transit parking bays and parking spaces for vanpool vehicles, in the development area subject to approval by the appropriate transit agency. Passenger shelters shall be built at no cost to the Developer and maintained by the appropriate transit authority.
 - (iii) Developer will provide two designated locations for bus stops together with parking for 25 cars in addition to the on-site bus stop, within reasonable proximity and with appropriate access.
 - (iv) The Developer shall employ or appoint, part-time, an Employee Transportation Coordinator (ETC) when employment levels reach 500 and a full-time Employee Transportation Coordinator if employment levels and on-site residency reach 4,000. The Employee Transportation Coordinator may be incorporated into the functions of any Transportation Management Association if one exists for the project area. The Developer shall also coordinate with the area transit provider, hold ridesharing campaigns, and distribute information regarding alternative transit modes.
 - (v) The Developer is required to inform both residents and tenants that the Development is served by LYNX's ridesharing program. Literature regarding the ridesharing program is suggested to be displayed in public, commercial and employment areas.
 - (vi) Sufficient finding shall be provided to the Employee Transportation Coordinator to undertake a program to identify 100 employees and pay 50% of the cost of transit for those employees.
 - (vii) The Developer shall promote and encourage variable work hours and flextime participation by on-site employers.
8. In order to minimize impacts to the roadway network, parcels within Plaza Collina DRI property shall; subject to environmental constraints, be interconnected to the maximum extent feasible. The Developer shall cooperate with any city or county-supported efforts to continue roadways from or through the site with other roadway facilities that are hereafter endorsed by Lake County. At a minimum, an east-west roadway shall be constructed in phases within the Project from Lake Boulevard to the west as each site plan within the Project is developed. Final alignment to be determined at site plan approval.
9. In order to protect the integrity of CR 50 as a Florida Scenic Highway and the South Lake Trail as an attractive and safe facility, the Developer:
- (i) Shall preserve and protect the existing oaks along the north property line, unless unavoidable due to site development. Existing oaks internal to the site shall be preserved to the maximum extent feasible.

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- (ii) Shall provide native trees and plantings along the property adjacent to the trail where applicable.
- (iii) Shall allow only one access point from CR 50 and no commercial delivery trucks shall be permitted through this entrance. Deliveries shall be restricted through SR 50 and Lake Boulevard for ingress and egress.
- (iv) Shall provide a proportionate share; based on share of traffic on Lake Boulevard, of a grade separated crossing at Lake Boulevard for the trail, if Lake County decides to construct such a crossing.

10. Wetland Buffers:

- (i) Upland buffers between the on-site wetlands and any type of development or land alteration shall be established in accordance with St. Johns River Water Management District permit approvals, but shall be no less than an average 25 feet, minimum 15 feet in width for the on-site preserved wetland, provided that the dry bottom retention pond is placed adjacent to and outside of the upland buffer. The berms and dry bottom of the retention area provide additional buffering to the wetland. In absence of the dry bottom pond being placed adjacent to the upland buffer, the buffer shall be expanded to a minimum of 25 feet and an average of 50 feet.
- (ii) The on-site depressional wetland and the associated upland buffer shall be placed under a conservation easement and conveyed to St. Johns River Water Management District. The conservation easement has been recorded.

Section 11 - Transportation Special Conditions:

- 1. In order to provide trail user safety, the developer shall provide 10 feet to 15 feet of additional right-of-way along the South Lake Trail on the northern property line.
- 2. Lake Boulevard shall be eliminated and two 18-foot wide driveways; one from SR 50 and another from CR 50, shall be constructed to the existing commercial site.
- 3. An 8-foot wide trail connecting Plaza Collina property with the South Lake Trail shall be constructed within the Lake Boulevard right-of-way.
- 4. Lake Boulevard and South Lake Trail crossing shall be reconstructed/moved away from CR 50. For more details, see the link below for Lake Boulevard Trail Extension Concept Plans.
ftp://ftp.co.lake.fl.us/Public_Works/Engineering/Plaza%20Collina/Lake%20Blvd.pdf
- 5. As a developer option, a roundabout could be constructed instead of a three-way intersection, at the intersection of the central or main Plaza Collina Boulevard and CR 50; across from Tract "M" of the Verde Park subdivision. If a three-way intersection is

CITY OF CLERMONT
RESOLUTION NO. 2015-08

chosen, the developer shall perform a traffic signal warrant study and, when warranted, install a traffic signal at the subject intersection. At a minimum, the signal warrant study shall be updated before final build-out. Please see the link below for roundabout concept plans.

ftp://ftp.co.lake.fl.us/Public_Works/Engineering/Plaza%20Collina/Roundabout.pdf

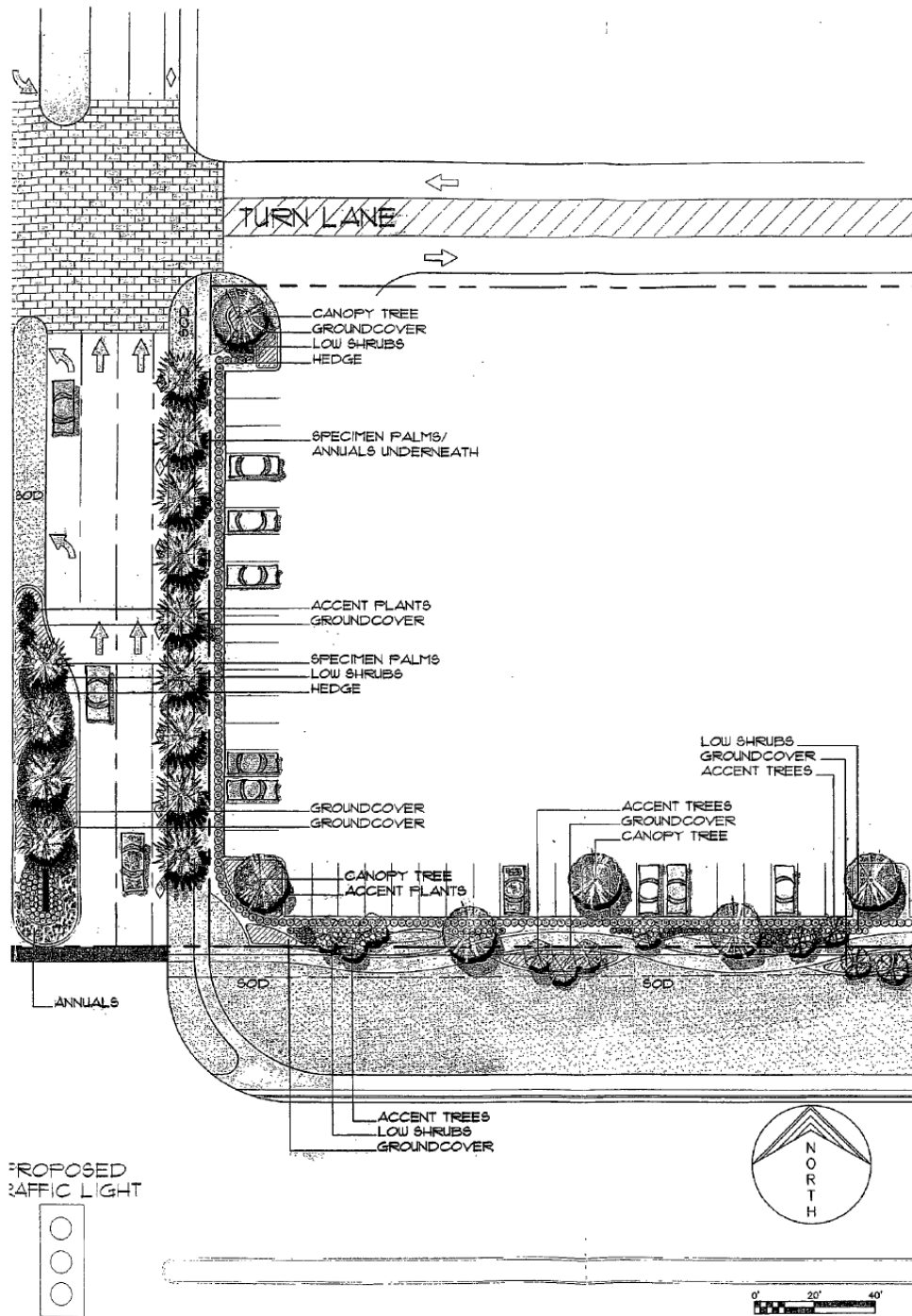
6. The Developer shall install signal heads at all SR 50 Plaza Collina entrances and ensure that loop detectors, controllers and signal cabinets are working correctly prior to signal activation, coordinating with the governing authority.
7. Pursuant to Section 380.115, Florida Statutes, if a development which has received a DRI development order is located within a Dense Urban Land Area (“DULA”), as defined under Section 380.06(29), Florida Statutes, and, therefore, is exempt from further DRI review, then if requested by the developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed. The Plaza Collina DRI (pursuant to that certain Development Order dated January 24, 2006,) has not had any development activity and, therefore, has not been required to complete any mitigation. Pursuant to the facts set for above, the City hereby rescinds the Development Order for the Plaza Collina Development of Regional Impact.

Exhibit A:

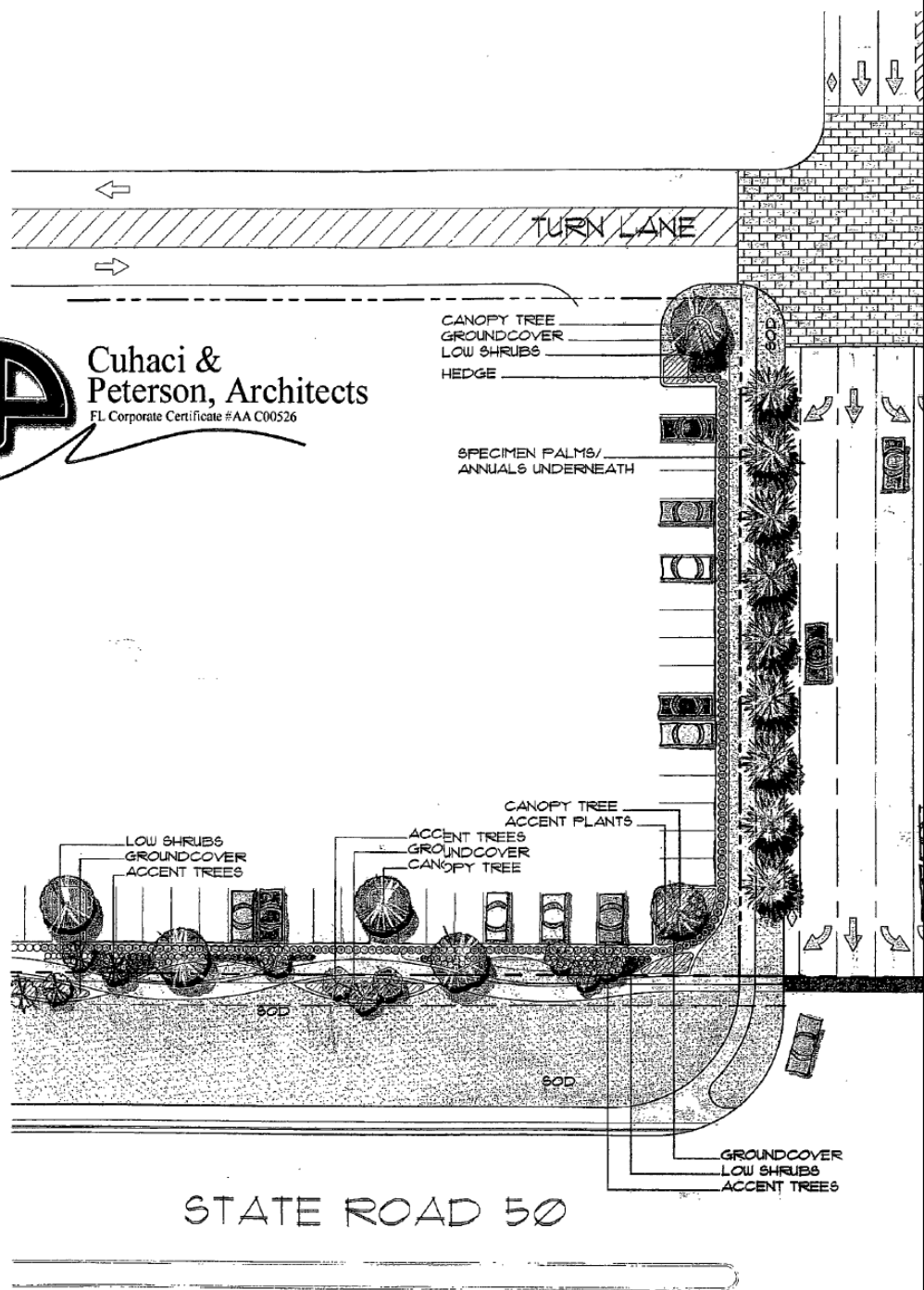


CITY OF CLERMONT
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Exhibit B: (Cuhaci & Perterson, Architects, dated November 10, 2005)



CITY OF CLERMONT
RESOLUTION NO. 2015-08



11/10/05

Plaza Collins

CITY OF CLERMONT
RESOLUTION NO. 2015-08

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of April, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Plaza Collina

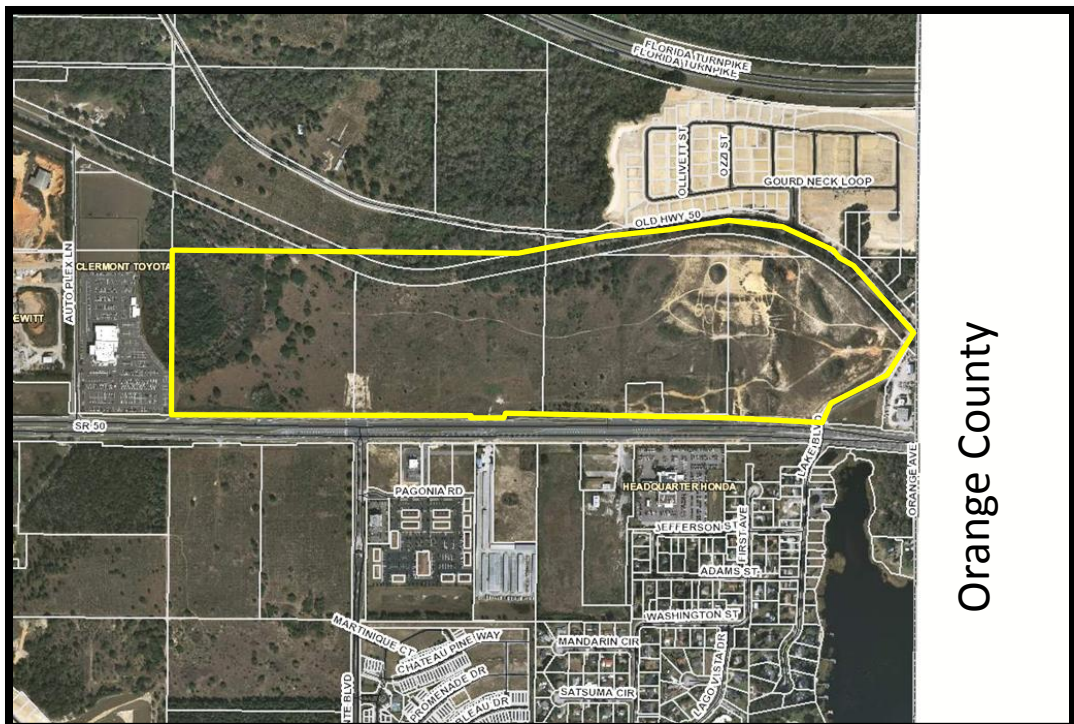
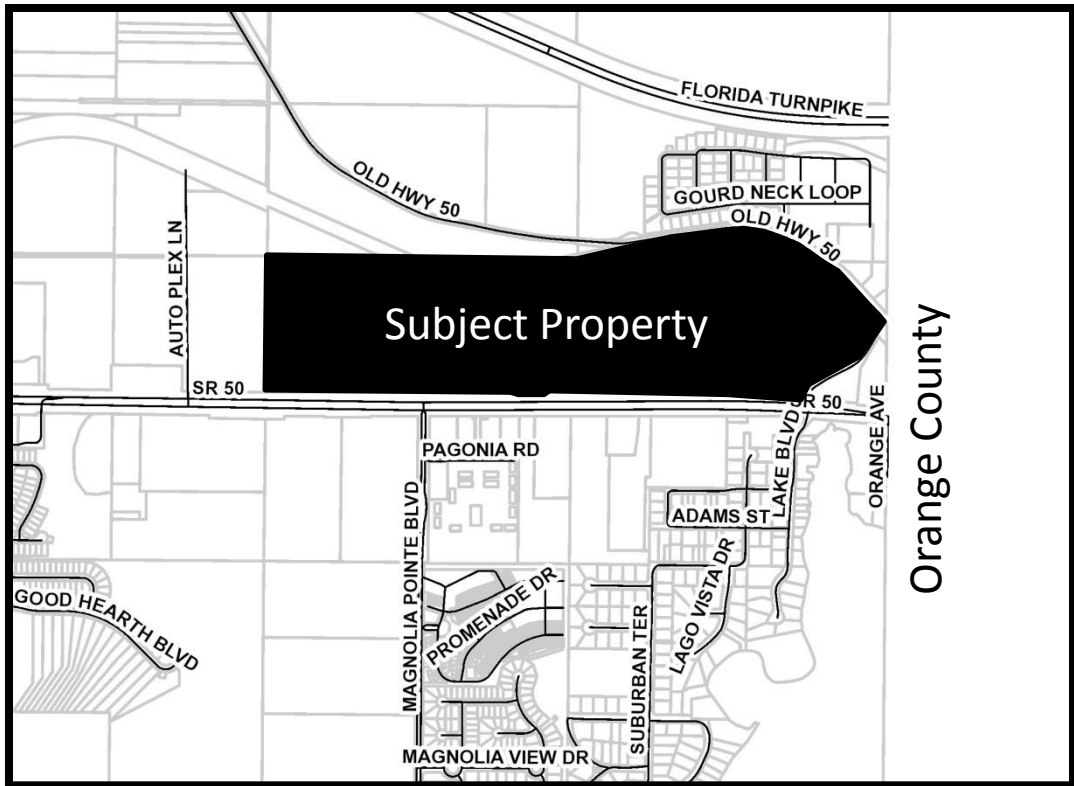


Exhibit – Future Land Use Plaza Collina

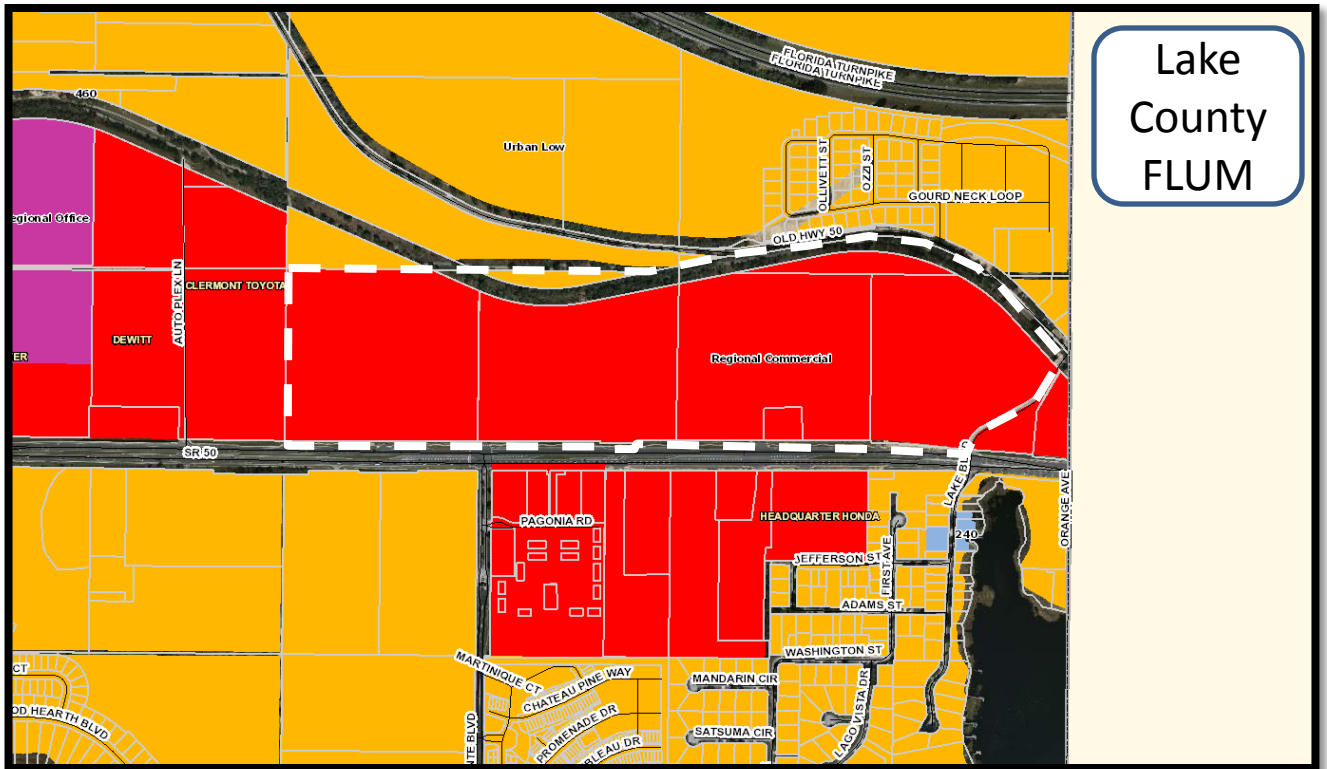
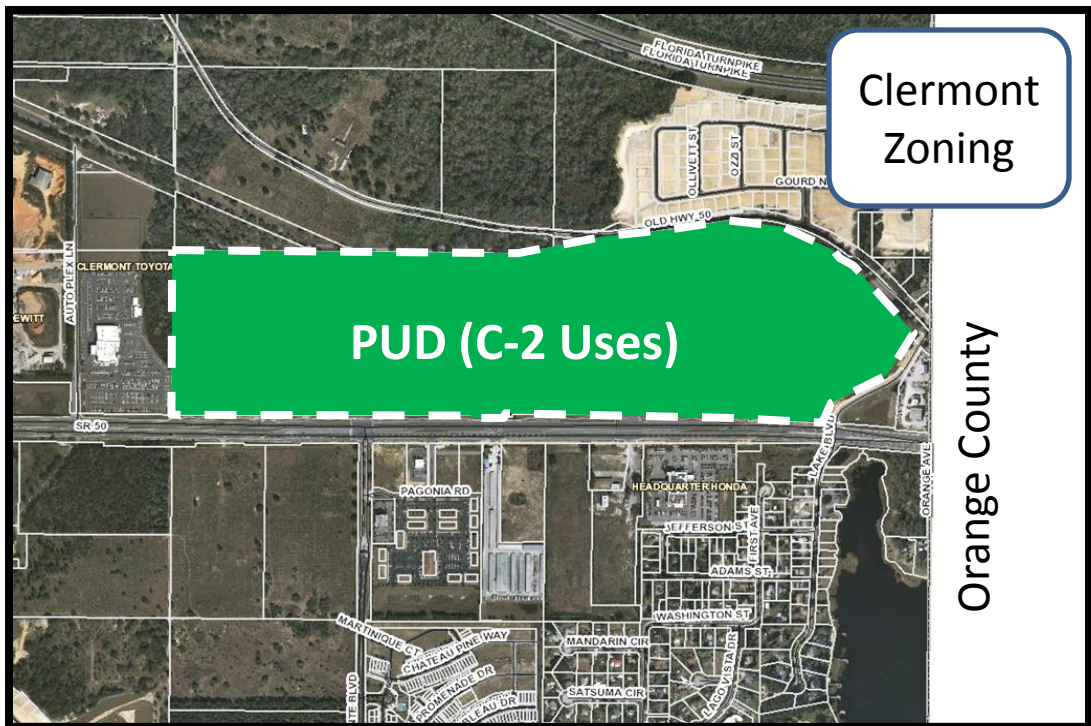


Exhibit – Zoning Plaza Collina



Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the conceptual site plan prepared by Florida Engineering Group, seal date March 30, 2015, Exhibit A. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the CUP application are not the approved construction plans.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
5. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
7. This permit shall become null and void if substantial construction work has not begun within two years of the date of this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

Section 2 - Land Use

1. This permit is for a mixed use commercial center including a shopping center not to exceed 1,200,000 (1.2 million) square feet of floor area and may include 200 residential dwelling units. Residential dwelling units may consist of townhomes or multi-family.
2. Residential units shall be constructed only when there is adequate capacity within the schools serving the property. This restriction shall not apply if the residential units are restricted to occupants who are 55 years of age or older, in compliance with state or federal law.

3. Plaza Collina will include those uses as permitted in the C-2 Commercial zoning district, retail, personal services, professional offices, and restaurants consistent with the conceptual site plan prepared by Florida Engineering Group, seal date March 30, 2015, Exhibit A, along with 200 residential units.
4. A total of two automotive dealerships may be permitted on site. Any additional proposed automotive dealership shall require an amendment to this Conditional Use Permit.
5. The Developer may have one commercial building not to exceed 187,000 square feet of floor area. Any other single-use retail structure with a floor area greater than 100,000 square feet shall require an amendment to this Conditional Use Permit.

Section 3 – Site Development

1. Detailed grading, erosion control, and dust abatement plans for the entire site shall be submitted to and approved by the Site Review Committee prior to construction plan approval and the initiation of development activity. The dust abatement plan shall detail measures to be taken to eliminate the migration of dust particles from the site.
2. All excavated material shall be stored in a location approved by the City Engineer.
3. Geo-technical information regarding the soil characteristics of the site shall be submitted to the City as part of the final site review process
4. The permittee/developers shall provide both temporary and permanent grassing including fertilizer application on all disturbed areas where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with best management practices (BMP) of the U.S.D.A. Soil Conservation Service.
5. Retaining walls can exceed 6 feet in height and may be constructed as previously approved by Lake County for the mass grading plan for the site.
6. The commercial portions of the project shall be platted after the fourth parcel split.

Section 4 - Transportation Improvements

1. The Developer shall coordinate with the Lake County Public Works Department on all transportation improvements to increase efficiency of design and construction.

2. Sidewalks shall be required along all public road frontages, including State Road 50 (SR 50), in accordance with Florida Department of Transportation regulations and City codes.
3. The City may require that once the project exceeds 37,289 ADT, that transportation improvements necessitated by the portion of the project for which a building permit is sought, be made at the time of construction. Project specific on- and off-site transportation designs are the sole responsibility of the Developer.
4. Roadway improvement plans for Old Highway 50 (CR 50), SR 50, additional public streets, and the project site, including but not limited to, access drives, accel/decel lanes, turn lanes, traffic signalization devices, and internal signage and traffic movement lanes shall be submitted to and approved, appropriately, by the City Site Review Committee, the Florida Department of Transportation and Lake County prior to commencement of any development activity for any portion of the project.
5. The Developer shall provide a proportionate share (based on share of traffic on Lake Boulevard) of a grade-separated crossing at Lake Boulevard for the trail, if Lake County decides to construct such a crossing.
6. Any alterations to the proposed frontage road, as shown on the conceptual site plan prepared by Florida Engineering Group, seal date March 30, 2015, Exhibit A, shall require an amendment to the Conditional Use Permit.

Section 5 - Utilities and Stormwater

1. The permittee shall be responsible for purchasing, installing, and maintaining fire hydrants within the project. They shall be installed according to City code.
2. Restaurants will be required to install grease traps at a size to be determined by an engineer and approved by the Environmental Services Department.
3. The project shall be plumbed for reuse water with purple piping. Until such time as reuse water is available, irrigation water shall be provided for by well.
4. The Developer shall construct at its expense the facilities, lines and appurtenances necessary to serve the development, including but not limited to the following off-site improvements:
 - (i) Extend the existing 12-inch water main from the existing connection point located near Autoplex Lane to the existing connection point located west of the entrance to Verde Park.
 - (ii) Extend the existing 12 inch water main north of SR 50 from the existing connection point located near Magnolia Pointe Blvd east along the Plaza Collina proposed Frontage Road alignment, shown on the Conceptual Master

Plan, and connect to the existing main at a point adjacent to the Honda Dealership just west of Lake Boulevard.

5. All on-site utilities shall be privately owned and maintained with the exception of the twelve inch water line dedicated to the City running parallel with the frontage road.
6. The Developer shall install a 2-inch conduit specified for future fiber optic use running parallel to the 12-inch water line in the frontage road.
7. The impervious surface ratio (ISR) of the entire site shall be 70 percent. ISR calculation will be based upon the entire site acreage.

Section 6 – Landscaping

1. Landscaping materials and design shall comply with City code.
2. Landscaping within automotive sales inventory areas will not be required to install canopy trees. These areas shall be reviewed and approved by the site plan review committee.
3. The Landscape design for all parking areas, buffers, rights of way, pedestrian ways and focal points shall be unified and complementary to the ambiance of the center.
4. SR 50 and Lake Boulevard frontage: Minimum 20 feet in width. 10 feet will be located inside the property line and 10 feet will be located within the SR 50 right of way (ROW), as depicted in Exhibit B prepared by Cuhaci & Perterson, Architects, dated November 10, 2005. Developer will seek ROW Utilization Agreement with FDOT to permit landscaping inside the ROW for the SR 50 frontage. If Developer is unable to secure a ROW Utilization Agreement from FDOT to permit landscaping inside the ROW for SR 50, Developer will be allowed to reduce the landscape area from 20' to 10' in width located inside the property line, as long as the entire 10' is in plantings, as opposed to sod.

Section 7 -Architectural Design Standards, Parking, and Lighting

1. Architectural Design standards shall comply with City code.
2. Light fixture: types. All light fixtures, including security lighting, shall be cutoff fixtures, and shall be incorporated as an integral design element that complements the design of the building or project through style, material or color. Luminaires shall not be tilted. Lighting of or on buildings shall be limited to wall-washer type fixtures or up-lights, which do not produce spill light or glare. Sag lenses, convex lenses, and drop lenses shall be prohibited. Lighting at a building or project shall not be comprised in whole or part by floodlights.

3. Lighting Height. Except as otherwise required under this article, the height of an outdoor lighting fixture (inclusive of the pole and light source/luminaire) shall be a maximum of 30 feet within a parking lot, and maximum of 20 feet within a non-vehicular pedestrian area. Height shall be measured from the finished grade to the top of the light fixture.
4. Pedestrian walkways and bikeways. In pedestrian walkways or bikeways the light fixture/luminaire shall be decorative in appearance, style and finish.
5. Each row of parking shall be defined by landscaped islands on the ends and shall have no more than 15 parking spaces in a row without an additional intermittent landscape island.
6. Minimum number of parking spaces shall be one space for each 225 sf building area dedicated for commercial use. Commercial use shall include; retail business, wholesale business and personal services, and office (excluding outdoor storage facilities, garden centers, outdoor seating areas, and residential uses).
7. Restaurants and food service shall be parked per City code.

Section 8 – Signage

1. One proposed automotive dealership may have one off-site sign that is adjacent to the west main of the entrance and adjacent to its parcel.
2. All other signage shall comply with City code.
3. The Developer shall dedicate a 2,000 square foot parcel to the City at the corner of SR 50 and Lake Blvd. for a gateway feature to be designed, permitted and constructed by the City. The Developer shall dedicate a 1,000 square foot parcel to the City along the northern property line adjacent to the South Lake Trail for a gateway feature to be designed, permitted and constructed by the City. These dedications shall occur prior to the first Certificate of Occupancy.

Section 9 – Site Improvements

1. All materials stored outside must be within an opaque enclosure.
2. Storage of inventory in trailers or other storage systems shall be prohibited.
3. Shopping cart returns shall be provided within the retail structures.

4. Outdoor display of merchandise, except vehicles at the automotive dealerships, is prohibited.
5. Chain link fencing shall be prohibited. Fencing around water retention areas, outdoor storage areas and all other fencing shall be ornamental metal fencing.
6. Dumpster Enclosures: Each dumpster and compactor location shall be located behind the front setback of the primary building and shall be surrounded by a concrete masonry unit enclosure with gates constructed of wood, architectural metal, or other material that is architecturally compatible with the primary building design. The material used shall provide an opaque screen so the dumpster will not be visible from the outside. Chain link fencing is not permitted. The enclosure shall exceed the vertical height of the Dumpster by at least 6 inches with a maximum height of 9 feet. The required setback for enclosures shall be 25 feet adjacent to property that is either zoned or used as residential. The enclosure shall be constructed using colors and architectural treatments consistent with the structure or facility it serves.

Section 10 - Special PUD Conditions

1. The Developer shall fund the engineering and installation of an interconnected intersection system to maximize the movement of vehicles on SR 50, with prioritization given to through traffic to the maximum extent practicable as determined by FDOT. The extent of the system shall include the section of SR 50, from the Florida Turnpike to Hancock Road, where the project is expected to have significant impacts and may be divided into separate interconnected systems as deemed appropriate by Florida Department of Transportation. This condition has been met.
2. Any improvements on CR 438 through the Town of Oakland shall take into consideration the rural nature of the area and capacity improvements shall include landscaping, turn lanes and traffic calming as deemed warranted by the Town of Oakland and Orange County. Consideration of alternatives to the signalization of Tubb Street and Oakland Avenue shall be explored, including, but not limited to the use of landscaped traffic roundabouts. Roadway widening shall be discouraged.
3. In order to provide safe access and to preserve operational capacity, left and right turn lanes shall be evaluated and installed by the developer at all project entrances on collector and arterial roadways. The Developer, FDOT, and Lake County have confirmed the need for and the cost of signalization at the Project entrance(s) consistent with policies of the appropriate governing entity and when nationally recognized warrants are met. The cost for signalization at the project entrances is the responsibility of the Developer. Dual left turn lanes shall be provided at the signalized intersections on SR 50, along the frontage of the project. Design of the dual left turn lanes shall be coordinated with FDOT design standards. Developer will work with FDOT and Lake County to expedite that portion of the widening of SR 50 which abuts the project. Developer shall have the option to enter into an agreement with FDOT and Lake County whereby Developer will advance the funding for SR 50 widening along the project

boundary and receive reimbursement and/or impact fee credits from the appropriate governmental agency.

4. In the interest of safety, and to promote alternative forms of transportation, the Developer shall provide an on-site system of bikeways and pedestrian circulation that accesses all areas within the Project and shall install appropriate signage identifying bike routes and pedestrian facilities. These bike and pedestrian facilities shall be installed as each site plan for the Project is developed.

5. The on-site bicycle systems shall be connected into any proximate external bicycle systems existing at the time of construction. Construction standards shall conform to latest state standards and criteria. Improvements to area roadways should be encouraged to incorporate bicycle and pedestrian facilities.

6. As part of the site plan approval process, the Developer will notify the appropriate transit authority (Lake Xpress or LYNX) to request a determination of whether a bus stop on the Plaza Collina site is needed and when it is needed. If such bus stop is needed, the appropriate transit authority will approve the bus stop as part of the site plan approval process. The Developer will contribute to an operations fund for transit service to the site through a one-time payment of \$200,000 to Lake County at the time Developer receives a Certificate of Occupancy for a total of 200,000 gsf (cumulative).

7. The following transit-related conditions shall apply:

(i) Internal collector and arterial road geometrics will accommodate standard 40-foot and articulated buses as described in the most current edition of the LYNX Design Manual. The design manual is located in local libraries and on the LYNX website under news and events, LYNX documents at www.golynx.com.

(ii) The bus stop sites' size, location and amenities shall be of adequate size for amenities (including passenger shelters, transit parking bays and parking spaces for vanpool vehicles) in the development area subject to approval by the appropriate transit agency. Passenger shelters shall be built at no cost to the Developer and maintained by the appropriate transit authority.

(iii) Developer will provide two designated locations for bus stops together with parking for 25 cars in addition to the on-site bus stop, within reasonable proximity and with appropriate access.

(iv) The Developer shall employ or appoint, part-time, an employee transportation coordinator (ETC) when employment levels reach 500 and a full-time ETC if employment levels and on-site residency reach 4,000. The ETC may be incorporated into the functions of any Transportation Management Association (AMA) if one exists for the project area. The Developer shall also coordinate with the area transit provider, hold ridesharing campaigns and distribute information regarding alternative transit modes.

(v) The Developer is required to inform both residents and tenants that the Development is served by LYNX's ridesharing program. Literature regarding the ridesharing program is suggested to be displayed in public, commercial and employment areas.

(vi) Sufficient funding shall be provided to the ETC to undertake a program to identify 100 employees and pay 50 percent of the cost of transit for those employees.

(vii) The Developer shall promote and encourage variable work hours and flextime participation by on-site employers.

8. In order to minimize impacts to the roadway network, parcels within the Plaza Collina DRI property shall, subject to environmental constraints, be interconnected to the maximum extent feasible. The Developer shall cooperate with any City or county-supported efforts to continue roadways from or through the site with other roadway facilities that are hereafter endorsed by Lake County. At a minimum, an east-west roadway shall be constructed in phases within the Project from Lake Boulevard to the west as each site plan within the Project is developed. Final alignment to be determined at site plan approval.

9. In order to protect the integrity of CR 50 as a Florida Scenic Highway and the South Lake Trail as an attractive and safe facility, the Developer:

- (i) Shall preserve and protect the existing oaks along the north property line, unless unavoidable due to site development. Existing oaks internal to the site shall be preserved to the maximum extent feasible.
- (ii) Shall provide native trees and plantings along the property adjacent to the trail where applicable.
- (iii) Shall allow only one access point from CR 50 and no commercial delivery trucks shall be permitted through this entrance. Deliveries shall be restricted through SR 50 and Lake Boulevard for ingress and egress.
- (iv) Shall provide a proportionate share (based on share of traffic on Lake Boulevard) of a grade-separated crossing at Lake Boulevard for the trail, if Lake County decides to construct such a crossing.

10. Wetland Buffers:

(i) Upland buffers between the on-site wetlands and any type of development or land alteration shall be established in accordance with SJRWMD permit approvals, but shall be no less than an average 25 feet, minimum 15 feet in width for the onsite preserved wetland provided that the dry bottom retention pond is placed adjacent to and outside of the upland buffer. The berms and dry bottom of the retention area provide additional buffering to the wetland. In absence of the dry bottom pond being placed adjacent to the upland buffer, the buffer shall be expanded to a minimum of 25 feet and average of 50 feet.

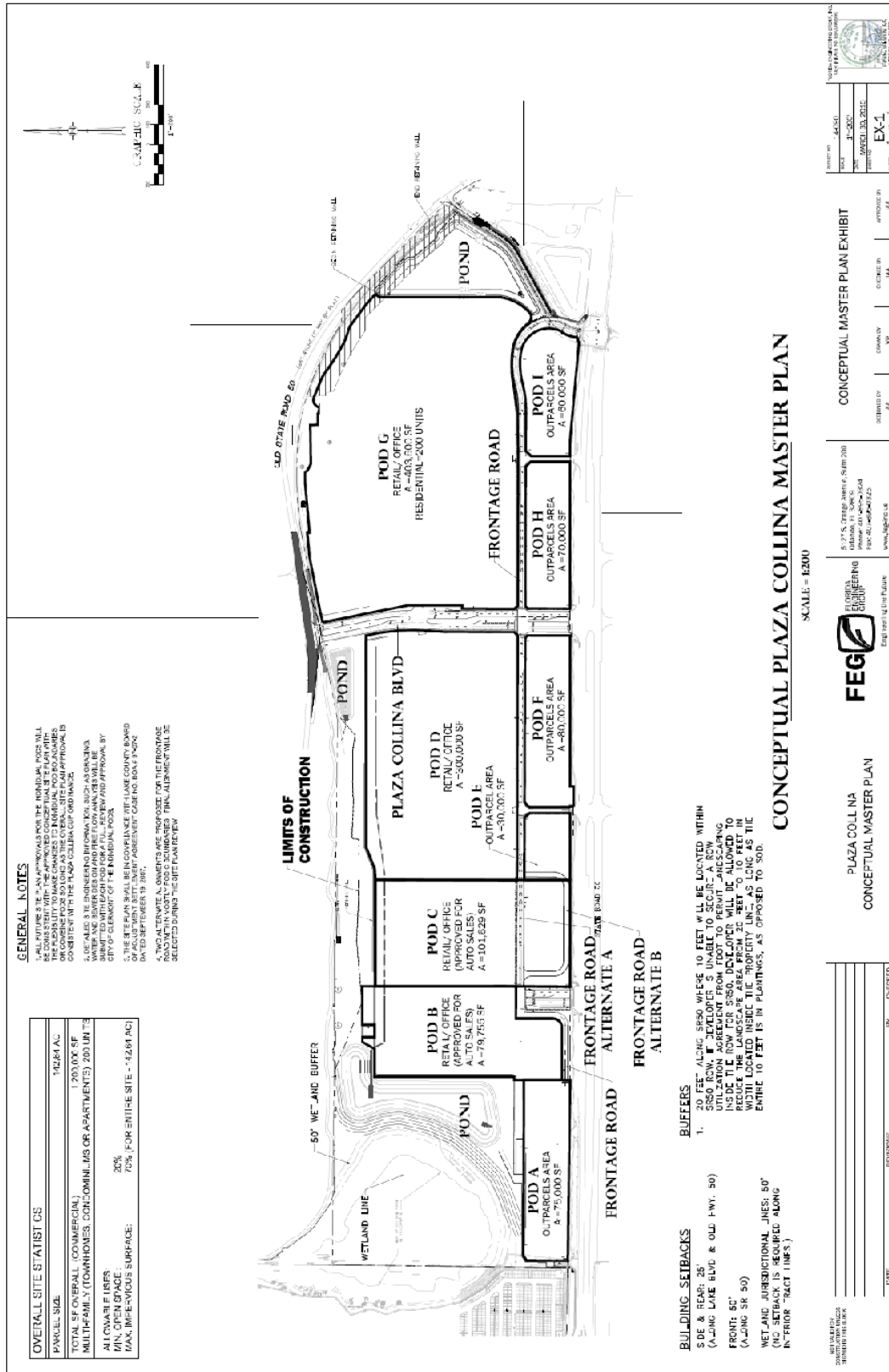
(ii) The onsite depressional wetland and the associated upland buffer shall be placed under a conservation easement and conveyed to SJRWMD. The conservation easement has been recorded.

Section 11 - Transportation Special Conditions:

1. In order to provide trail user safety, the developer shall provide an easement for 10-15 feet along the South Lake Trail on the northern property line.
2. Lake Boulevard shall be eliminated and two 18-foot wide driveways, one from SR 50 and another from CR 50, shall be constructed to the existing commercial site.
3. An 8-foot wide trail connecting the Plaza Collina property with the South Lake Trail shall be constructed within the Lake Boulevard right-of-way.
4. Lake Boulevard and South Lake Trail crossing shall be reconstructed/moved away from CR 50. For more details, see the link below for Lake Boulevard Trail Extension Concept Plans.
ftp://ftp.co.lake.fl.us/Public_Works/Engineering/Plaza%20Collina/Lake%20Blvd.pdf
5. As a Developer option, a roundabout could be constructed (instead of a three-way intersection) at the intersection of the central or main Plaza Collina Boulevard and CR 50, across from Tract "M" of the Verde Park subdivision. If a three-way intersection is chosen, the Developer shall perform a traffic signal warrant study and when warranted, install traffic signal at the subject intersection. At a minimum, the signal warrant study shall be updated before the CUP's final buildout.
Please see the link below for Roundabout Concept Plans.
ftp://ftp.co.lake.fl.us/Public_Works/Engineering/Plaza%20Collina/Roundabout.pdf
6. The Developer shall install signal heads at all SR 50 Plaza Collina entrances and ensure that loop detectors, controllers and signal cabinets are working correctly prior to signal activation, coordinating with the governing authority.

7. Pursuant to Section 380.115, Florida Statutes, if a development which has received a DRI development order is located within a Dense Urban Land Area ("DULA"), as defined under Section 380.06(29), Florida Statutes, and, therefore, is exempt from further DRI review, then "[i]f requested by the developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed. The Plaza Collina DRI (pursuant to that certain Development Order dated January 24, 2006), has not had any development activity and, therefore, has not been required to complete any mitigation. Pursuant to the facts set forth above, the City hereby rescinds the Development Order for the Plaza Collina Development of Regional Impact.

Exhibit A



TURN LANE

CANOPY TREE
GROUND COVER
LOW SHRUBS
HEDGE

SPECIFIC PALMS/
ANNUALS UNDERNEATH

ACCENT PLANTS
GROUND COVER

SPECIFIC PALMS
LOW SHRUBS
HEDGE

GROUND COVER

CANOPY TREE
ACCENT PLANTS

LOW SHRUBS
GROUND COVER
ACCENT TREES

ACCENT TREES
GROUND COVER
CANOPY TREE

LOW SHRUBS
GROUND COVER

ACCENT TREES
LOW SHRUBS
GROUND COVER

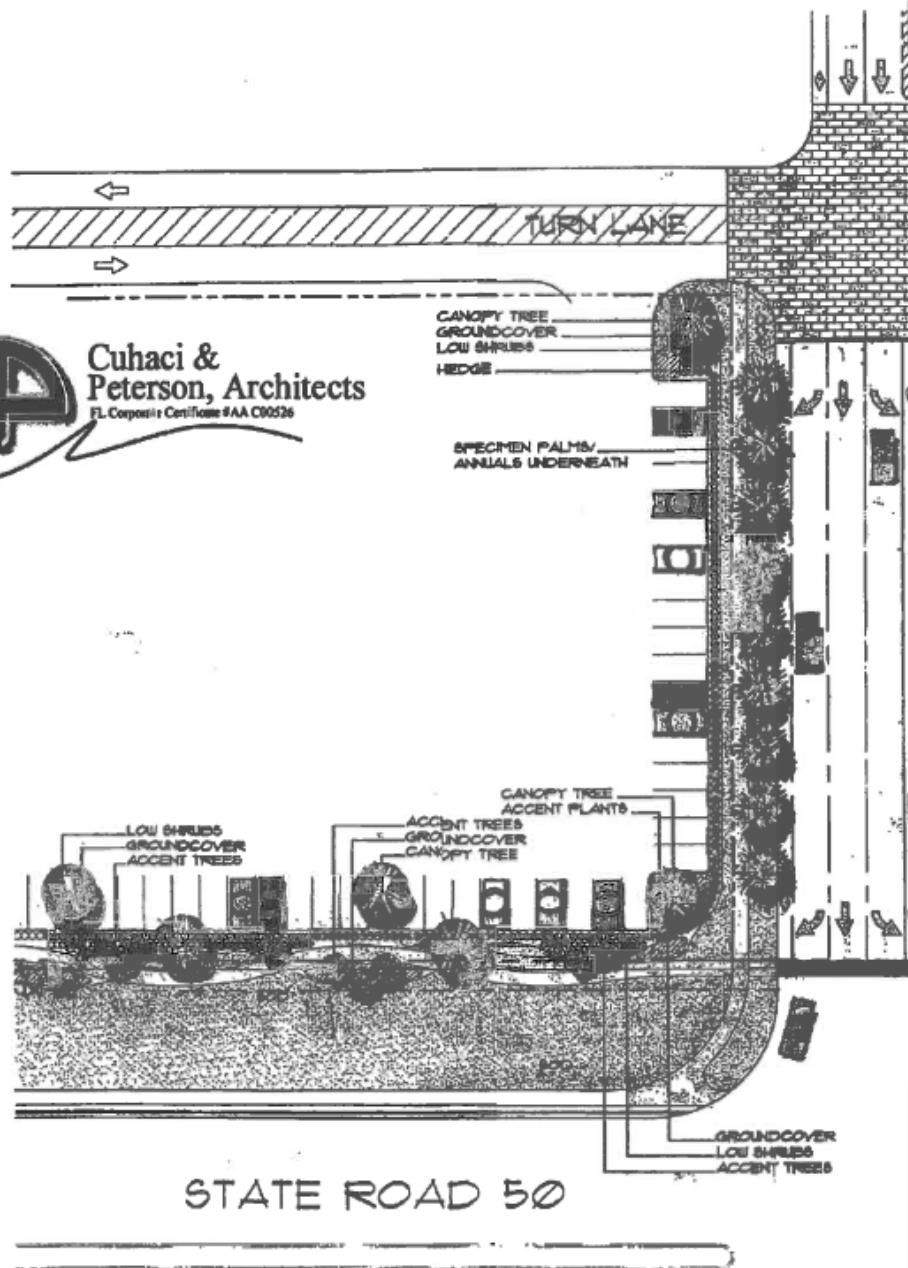
PROPOSED TRAFFIC LIGHT

NORTH

SCALE 1" = 30'



**Cuhaci &
Peterson, Architects**
FL Corporate Certificate #AA C00536



11/10/05

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Plaza Collins

Page 22 of 23

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a mixed use Planned Unit Development in the UE Urban Estate zoning district, at the following location:

LOCATION

(Alternate Keys 1707242, 1707234, 1037433, 3878786, 1592399, and 1592381) North of S.R. 50, West of the Orange County line, South of Old Highway 50

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

This request will be considered by the Planning & Zoning Commission on Tuesday, March 3, 2015 at 7:00pm.

A public meeting to consider the request will be held before the City Council on Tuesday, March 24, 2015 at 6:30pm.

All meetings will be held in 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, MMC
City Clerk

Daily Commercial
February 24, 2015 and March 17, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 7, 2015		
Agenda Item Name		
Resolution No. 2015-15 Kirby		
Requested Action		
Move to recommend approval of Resolution No. 2015-15.		
Staff Report		
The applicant is requesting a conditional use permit (CUP) to allow for an office use in an existing building located at 176 East Highland Ave. The property is zoned R-3-A Residential/Professional district. Under Sec. 122-164 (a) (1) of the Land Development Code, the R-3-A zoning district may allow this type of use through a conditional use permit. The applicant desires to use the existing building, which was previously used for a daycare facility, for a professional office. The building is approximately 1,600 square feet of conditioned floor space with 10 parking stalls provided onsite. This exceeds the requirements for parking. Staff believes that the office use is compatible to the uses in the surrounding area. Several office uses currently exist along Highland Avenue and have received CUPs for office use. This building was also previously used for a real estate office prior to being converted to a daycare facility. Based upon the information presented, staff recommends approval of this request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution	CUP RES 2015-15.docx	
2. CUP Conditions	CUP Conditions.docx	
3. Location Map	Kirby Location Map.pdf	
4. Application	Application.pdf	
5. Site plan	Site plan.pdf	
6. Legal ad	CUP Legal AD Kirby.docx	

CITY OF CLERMONT
RESOLUTION NO. 2015-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A PROFESSIONAL OFFICE USE IN R-3-A RESIDENTIAL/PROFESSIONAL ZONING DISTRICT

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held April 7, 2015 recommended approval of this Conditional Use Permit to allow for a professional office use in the R-3-A Residential/Professional Zoning District; at the following location:

LOCATION:

(Alt. Key 1627087) 176 East Highland Ave.

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for a Conditional Use Permit to allow for a professional office use in the R-3-A Residential/Professional Zoning District; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.

CITY OF CLERMONT
RESOLUTION NO. 2015-15

5. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by resolution.
7. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont Development Services Department.
8. Should approved uses cease operation for more than one year, a new Conditional Use Permit shall be required for the same or similar operations.
9. In the event that parking at this site proves inadequate, the City reserves the right to open the Conditional Use Permit for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.

Section 2 – Land Use

1. The property is approved for use as a professional office as well as uses permitted within the R-3-A zoning district.

CITY OF CLERMONT
RESOLUTION NO. 2015-15

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of April, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CONDITIONS:

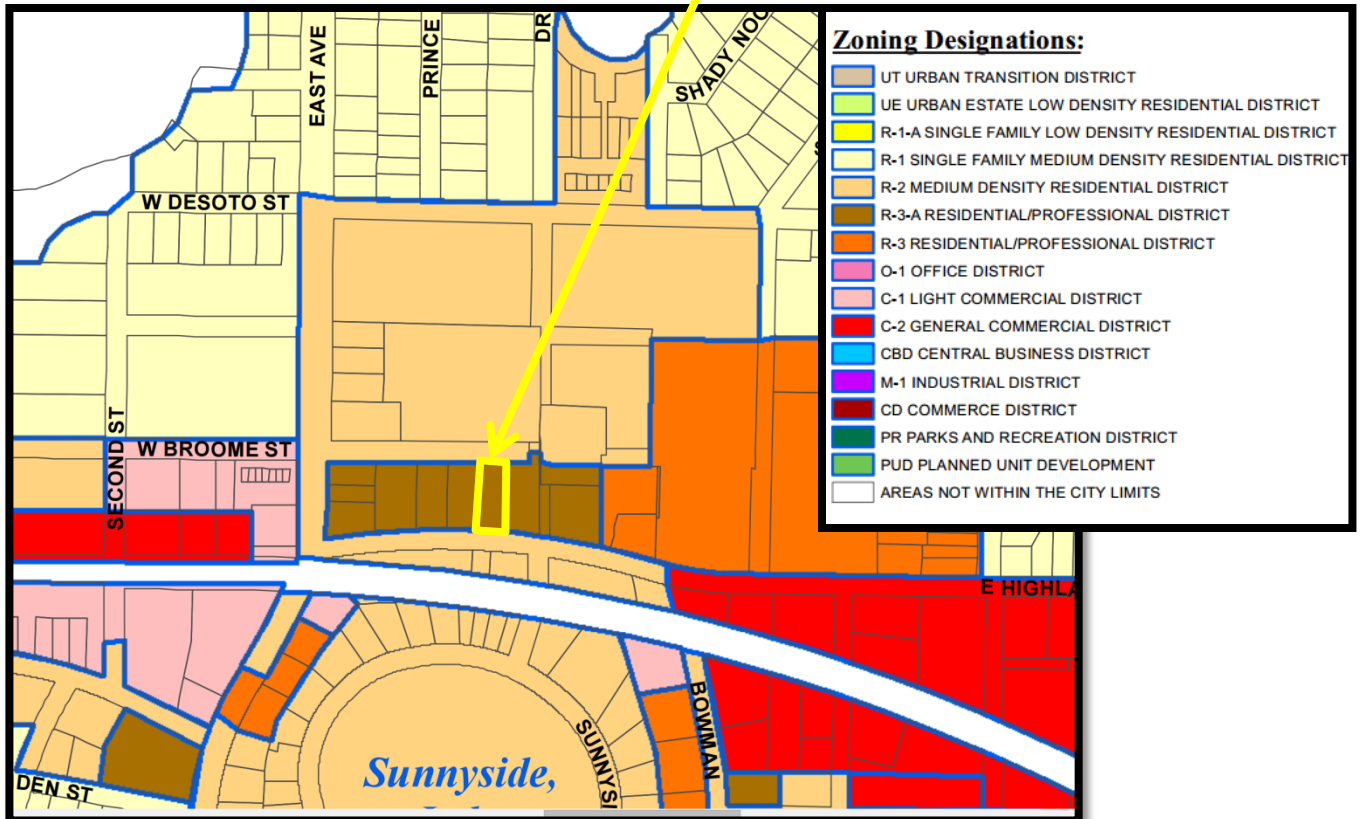
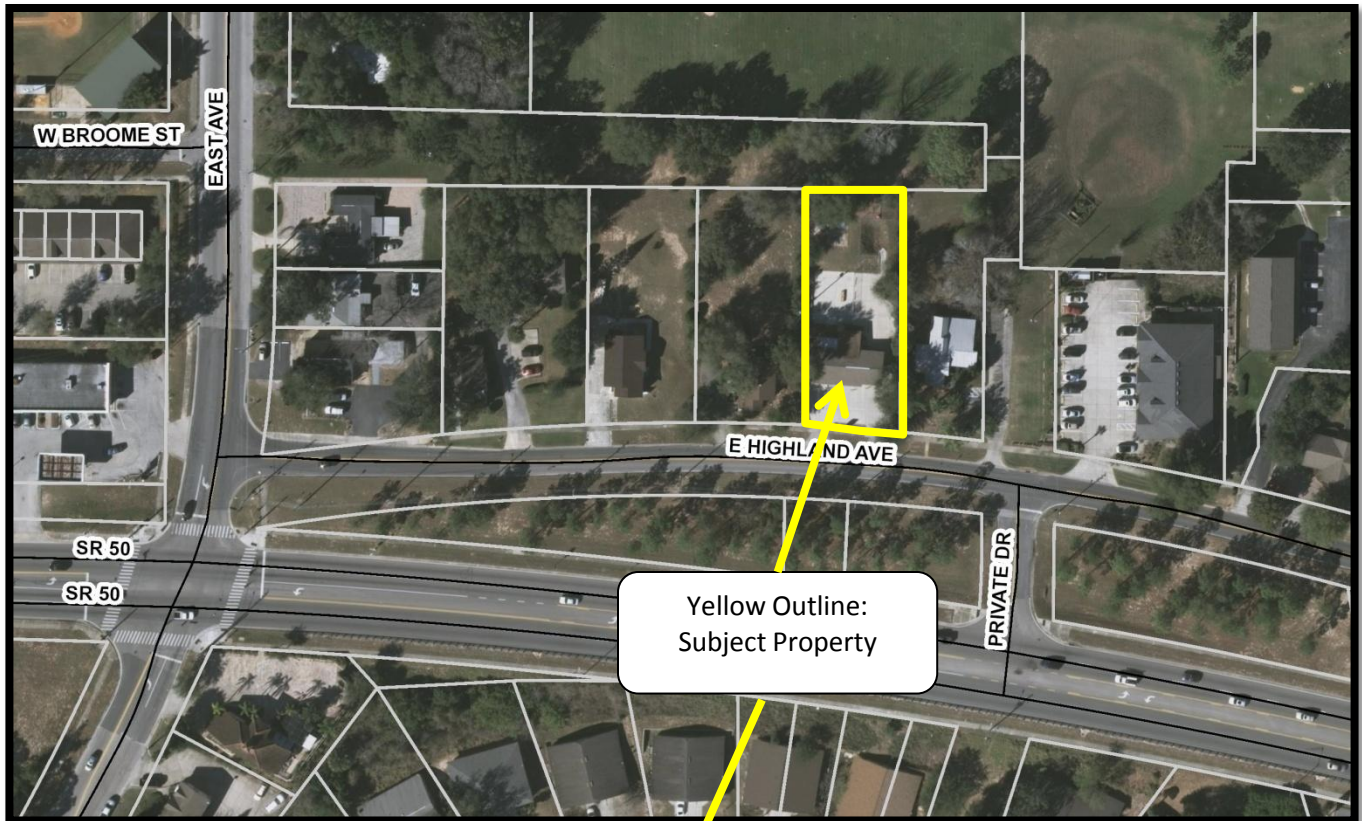
Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
5. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by resolution.
7. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont Development Services Department.
8. Should approved uses cease operation for more than one year, a new Conditional Use Permit shall be required for the same or similar operations.
9. In the event that parking at this site proves inadequate, the City reserves the right to open the Conditional Use Permit for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.

Section 2 – Land Use

1. The property is approved for use as a professional office as well as uses permitted within the R-3-A zoning district.

Exhibit - Location Map 176 Highland Ave.





CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: 3-2-15

FEE: \$350.00

PROJECT NAME (if applicable): _____

APPLICANT: Don Kirby

CONTACT PERSON: Brian Kirby

Address: 205 W. Washington St.

City: Minneola State: FL Zip: 34715

Phone: 407-492-9863 Fax: 407-469-3499

E-Mail: Brian.Kirby@Expeditepermit.com

OWNER: Don & Brian Kirby

Address: Same as Contact

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 176 Highland Ave.

General Location: _____

Legal Description (include copy of survey): See Attached Survey
or Site Plan

Land Use (City verification required): Office

Zoning (City verification required): R-3-A



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.)

Requesting "CUP" for office use.

Don Kirby
Applicant Name (print)

[Signature]
Owner Name (print)

x Don Kirby
Applicant Name (signature)

x Brian Kirby
Owner Name (signature)

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow professional office use in the R-3-A Residential/Professional zoning district, at the following location:

LOCATION

176 Highland Ave.
AK 1627087

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

This request will be considered by the Planning & Zoning Commission on Tuesday, April 7, 2015 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, April 28, 2015 at 6:00pm.

All meetings will be held in 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, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 21, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																				
Tuesday, April 7, 2015																				
Agenda Item Name																				
Resolution 2015-16 Land of Lakes Montessori School																				
Requested Action																				
Move to recommend approval of Ordinance 2015-16.																				
Staff Report																				
The applicant is requesting to allow a private school facility within the C-2 General Commercial zoning district. School facilities are designated as requiring a conditional use permit within the C-2 zoning district. The applicant is proposing a 7,200-square-foot building with two playgrounds for a Montessori School to be located at the corner of Oakley Seaver Drive and Sandy Grove Avenue. The proposed school will provide space for 120 students, ages 3-10 (pre-K through 5th grade), 12 teachers and three staff members. School hours are Monday through Friday, starting at 8 a.m. and ending at approximately 4 p.m. The school has proposed a long internal driveway to stack students' arrivals and departures, and it has also developed a staggered starting time for students (based on age) to prevent traffic issues.																				
Additional Analysis																				
Fiscal Impact Summary																				
Fiscal Impact	Fund Number and Description	Available Budget Amount																		
Exhibits Attached (copies of original agreements)																				
<table border="0"><tr><td>1.</td><td>Resolution</td><td>CUP RES 2015-16.docx</td></tr><tr><td>2.</td><td>Conditions</td><td>CUP CONDITIONS.doc</td></tr><tr><td>3.</td><td>Location Map</td><td>Aerial Map.doc</td></tr><tr><td>4.</td><td>Site plan</td><td>Site plan.pdf</td></tr><tr><td>5.</td><td>Application</td><td>Application.pdf</td></tr><tr><td>6.</td><td>Legal ad</td><td>CUP Legal AD Montessori School.docx</td></tr></table>			1.	Resolution	CUP RES 2015-16.docx	2.	Conditions	CUP CONDITIONS.doc	3.	Location Map	Aerial Map.doc	4.	Site plan	Site plan.pdf	5.	Application	Application.pdf	6.	Legal ad	CUP Legal AD Montessori School.docx
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4.	Site plan	Site plan.pdf																		
5.	Application	Application.pdf																		
6.	Legal ad	CUP Legal AD Montessori School.docx																		

CITY OF CLERMONT
RESOLUTION NO. 2015-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A PRIVATE SCHOOL USE IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held April 7, 2015 recommended approval of this Conditional Use Permit to allow for a private school use in the C-2 General Commercial Zoning District; at the following location:

LOCATION:

(Alt. Key 3863791) Southwest corner of
Sandy Grove Avenue and Oakley Seaver Drive

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for a Conditional Use Permit to allow for a private school use in the C-2 General Commercial Zoning District; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.

CITY OF CLERMONT
RESOLUTION NO. 2015-16

4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
5. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
7. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
8. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy, unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont City Clerk.
9. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
10. A slab survey shall be submitted after the form boards have been installed and before the concrete has been poured. This is to ensure the setbacks and location of the building will conform to the Land Development Regulations.
11. All impact fees must be paid per City standards prior any Certificate of Occupancy.
12. Should this use cease operation for more than 180 days, a new Conditional Use Permit shall be required for a same or similar operation.
13. In the event that parking at this site proves inadequate the City reserves the right to open the Conditional Use Permit for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.

Section 2 – Land Use

1. The property is approved for use as a private school facility as well as uses permitted with the C-2 zoning district.

CITY OF CLERMONT
RESOLUTION NO. 2015-16

2. All landscaping, drainage/water retention and site plan approved conditions must be maintained in perpetuity for the site.

Section 3 – Transportation Improvements:

1. Sidewalks shall be required along all public road frontages in accordance with City codes.

Section 4 - Architectural Design Standards

1. All structures shall be designed and constructed in accordance with the *Architectural Standards* of the City of Clermont.

CITY OF CLERMONT
RESOLUTION NO. 2015-16

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of April, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CUP CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the CUP application are not the approved construction plans.
4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
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10. A slab survey shall be submitted after the form boards have been installed and before the concrete has been poured. This is to ensure the setbacks and location of the building will conform to the Land Development Regulations.
11. All impact fees must be paid per City standards prior any certificate of occupancy.

12. Should this use cease operation for more than 180 days, a new CUP shall be required for a same or similar operation.
13. In the event that parking at this site proves inadequate the City reserves the right to open the CUP for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.

Section 2 – Land Use

1. The property is approved for use as a private school facility as well as uses permitted with the C-2 zoning district.
2. All landscaping, drainage/water retention and site plan approved conditions must be maintained in perpetuity for the site.

Section 3 - Transportation Improvements:

1. Sidewalks shall be required along all public road frontages in accordance with City codes.

Section 4 - Architectural Design Standards

1. All structures shall be designed and constructed in accordance with the ***Architectural Standards*** of the City of Clermont.



Corner of Sandy Grove Avenue and Oakley Seaver Drive

PROJECT CHARACTERISTICS

EXISTING ZONING.....C-2 GENERAL COMMERCIAL DISTRICT
FUTURE LAND USE.....COMMERCIAL

MINIMUM BUILDING SETBACK REQUIREMENTS:

FROM OAKLEY SEAVER BOULEVARD.....25'
FROM SANDY GROVE AVENUE.....25'
FROM REAR PROPERTY LINE.....25'
FROM SIDE PROPERTY LINE.....12'

BUILDING INFORMATION

TOTAL BUILDING AREA.....7,163 SF
CLASSROOM SPACE.....5,000 SF

PARKING SPACES

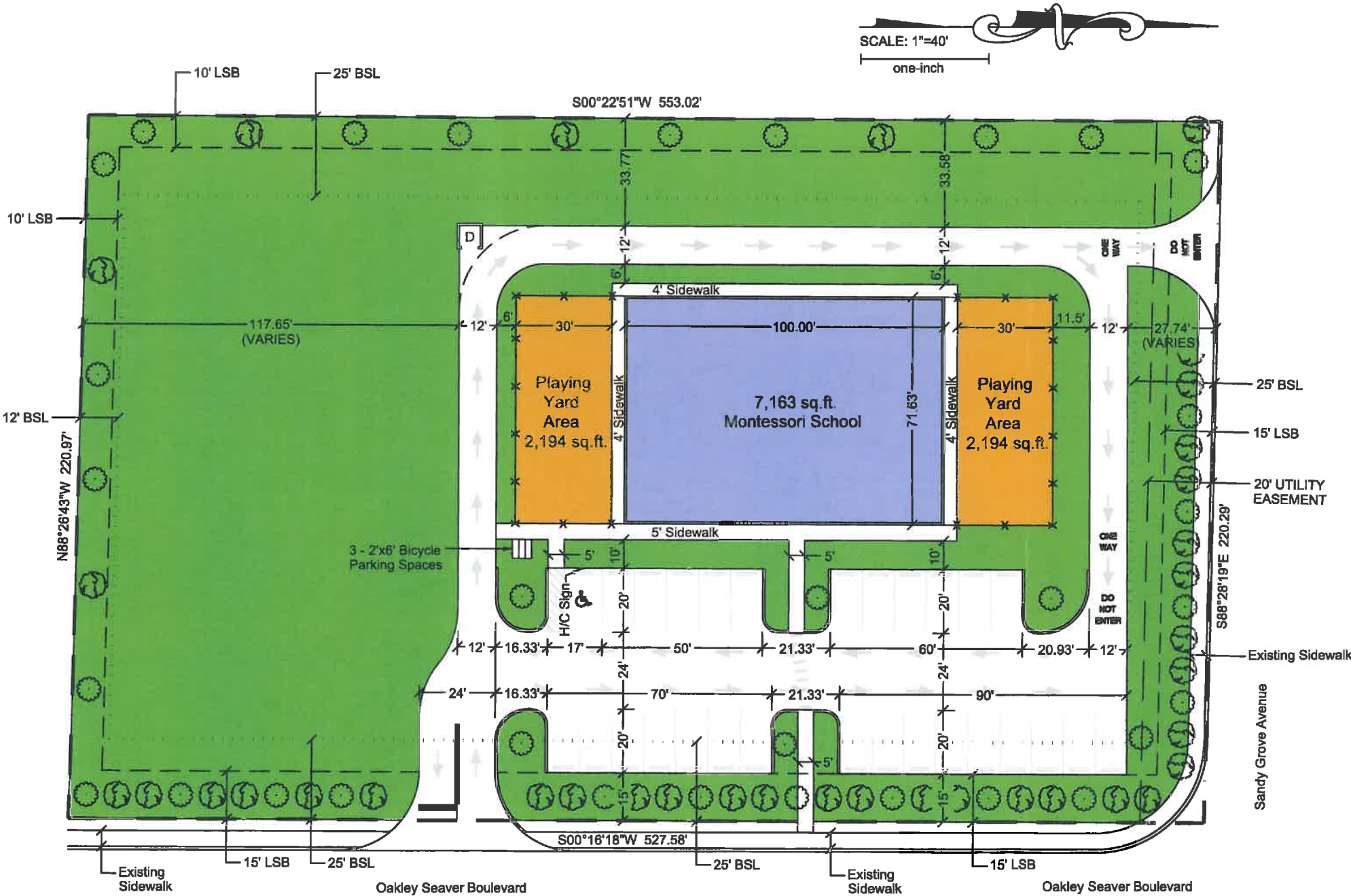
ONE SPACE REQUIRED PER 300 SQ.FT. CLASSROOM SPACE
5,000 SQ.FT./300 = 17 SPACES REQUIRED
PLUS ONE SPACE REQUIRED PER STAFF MEMBER
3 STAFF MEMBERS/1 = 3 SPACES REQUIRED
PLUS ONE SPACE REQUIRED PER 4 EMPLOYEES
12 EMPLOYEES/4 = 3 SPACES REQUIRED
TOTAL PAVED SPACES REQUIRED.....24
STANDARD PAVED SPACES PROVIDED.....27
HANDICAP SPACES PROVIDED.....1
COMPACT SPACES PROVIDED.....0
TOTAL SPACES PROVIDED.....28
BICYCLE SPACES REQUIRED.....2
BICYCLE SPACES PROVIDED.....3

LAND COVER SUMMARY

TOTAL LOT AREA.....78,305 SF=1.80 AC.
IMPERVIOUS AREA:
TOTAL BUILDING AREA.....7,163 SF (9.15%)
TOTAL SIDEWALK AREA.....2,188 SF (2.79%)
TOTAL CURB AREA.....178 SF (0.23%)
PAVEMENT AREA.....17,336 SF (22.14%)
TOTAL IMPERVIOUS AREA.....26,865 SF (34.31%)
TOTAL PERVIOUS AREA.....51,431 SF (65.69%)

LEGEND

- PROPERTY LINE
- BUILDING SETBACK LINE
- EASEMENT LINE
- LANDSCAPE BUFFER LINE
- OPAQUE FENCE
- LSB LANDSCAPE BUFFER
- BSL BUILDING SETBACK LINE
- H/C HANDI-CAP
- H/C HANDI-CAP SYMBOL
- ENCLOSED DUMPSTER
- TRAFFIC FLOW INDICATOR
- CANOPY TREE
- UNDERSTORY TREE



Preliminary Site Plan
Land of Lakes Montessori School



20 " WIDE METAL STANDING BEAM ROOF
WITH SPACE FOR SOLAR PHOTOVOLTAICS PV
(LIGHT WEIGHT PEEL AND STICK TYPE)
IF VIABLE REGARDING PAY BACK PERIODS
(FURTHER DETAILS TO FOLLOW.)

FOR FINAL SELECTION
OF DORMER TYPES
(REFER TO CLIENT)

REFER TO STRUCTURAL ENGINEER'S
SPECIFICATIONS REGARDING FINAL
F.F. LEVELS WITH EXTERNAL GRADE

FOR FINAL SELECTION
OF ALL DOORS AND WINDOWS
TO LOW ENERGY SPEC. FRAME
COLORS ETC. (REFER TO CLIENT)



NOTE: ALL W.C. REST ROOM MECHANICAL EXTRACT VENTILATION ROOF TERMINALS TO BE TAKEN TO WEST SIDE ROOF ELEVATION AND NOT OVER THE FRONT ELEVATION (ALLOW ADDITIONAL FAN STATIC PRESSURE WHERE REQUIRED) AND TERMINATE A MIN OF 20 FT FROM ANY F.A.I. OPENINGS.

**NOTE: THIS PLAN IS A PROVISIONAL OUTLINE DESIGN
FOR CLIENT REVIEWS ONLY. (ALL SUBJECT TO CHANGE).**



REFER TO STRUCTURAL ENGINEERS
SPECIFICATIONS REGARDING FINAL
F.F. LEVELS WITH EXTERNAL GRADE

REFER TO STRUCTURAL ENGINEERS
SPECIFICATIONS REGARDING FINAL
ANGLES OF THIS ROOF.



REFER TO STRUCTURAL ENGINEERS
SPECIFICATIONS REGARDING FINAL
F.F. LEVELS WITH EXTERNAL GRADE

(PRINTED OUT TO 16 FT = 1 INCH)

**L. SMITH B.Sc. Eng., P.E.
CONSULTING ENGINEERS,
11TH. AVENUE,
MOUNT DORA,
FLORIDA. 32757.**

NEVILLE HOLDEN & ASSOCIATES,
INTERNATIONAL CONSULTING ENGINEERS,
N. HOLDEN, M.Sc. Eng. (Inst.), P.E., Reg. (U.S.), L.C.I.E.S.E.
2131, OAK CIRCLE,
DOMA PINES, MOUNT PLEASANT, FLORIDA 32757, U.S.A.
TEL: 352 978 0662 E-MAIL: NHA@aol.com
BUILDING ENGINEERING DESIGN MISSIONARIES TO THE WORLD. (LIFE)

MR. & MRS. L. & E. QUINTANAN.
PROPOSED NEW MONTESORRI SCHOOL
CLERMONT FLORIDA.
(FULL DETAILS TO FOLLOW.)
PLEASE NOTE THESE PLANS ARE NOT FOR
BUILDING CODE REVIEWS OF ANY KIND, THEY
ARE STAGE ONE OUTLINE DESIGNS ONLY
FOR CLIENTS REVIEWS.

DRAWN BY: ME
CHECKED BY: NE
DATE: FEB 27TH, 2
SCALE: AS NOTED.
JOB NUMBER:
SHEET:

**R.& 4.
ELEV.'S**



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION



DATE: 2/25/15 FEE: _____

PROJECT NAME (if applicable): Oakly Seaver Private School

APPLICANT: Land of Lakes Montessori School

CONTACT PERSON: Ignacio Quintana

Address: 1136 Callaway Cir

City: Clermont State: FL Zip: 34711

Phone: 352 250 1357 Fax: _____

E-Mail: IQMail@Icloud.com

OWNER: same as contact person

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: Oakly Seaver Blv. and Sandy Grove Ave

General Location: Located close to Hooks St

Legal Description (include copy of survey): Clermont, Hooks St commercial
Pentex Sub Lot 3 -- Less

see attachment

Land Use (City verification required): Commercial

Zoning (City verification required): Commercial

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

Land of Lakes Montessori School is proposing to acquire Lot 3 in Clermont, Hooks St. Commercial Center Subdivision to build a 7,000 sq ft private school. The 1.8 acre lot will house our growing Montessori School, allowing us to be in a more visible and convenient location central to our students in Clermont.

In addition the site is large enough to provide the students with large green areas for recreation.

Ignacio Quintana
Applicant Name (print)

x Ignacio Quintana
Applicant Name (signature)

Ignacio Quintana
Owner Name (print)

x Ignacio Quintana
Owner Name (signature)

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Planning & Zoning Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

Additional Page

Proposition Detailed Description for CUP application

Land of Lakes Montessori School is proposing to acquire Lot 3 in Clermont, Hooks St. Commercial Center Subdivision to build a 7000 sq. ft. private school with approximately 5,000 sq. ft. of classroom space to enroll 120 students, ages 3 to 10 (Pre K, Kindergarten and elementary 1st through 5th grades). We will have 12 employee teachers and 3 staff members.

We currently time our student arrivals and dismissals within 15 minutes, using a one way car lane during our school hours, 8 am to 3:00 pm and plan on doing the same in this new site.

15% of our students are part time. They arrive to school at 8:30 am and depart at Noon.

85% of our students are Full Time and arrive at 8:15 am. 15 minutes earlier. Approximately half of our full time students use the one way Pickup / Drop Off car lane. One way car lane departures are at 2:45 pm. 15 minutes later.

The remainder of our full time students do arrivals at 8:30 am 15 minutes later and dismissals 15 minutes earlier at 3:30 pm. Staggering our arrivals and dismissals and using the one way car lane give the school good traffic flow.

The 1.8 acre lot will house our growing Montessori School, allowing us to be in a more visible and convenient location central to our students in Clermont. In addition the site is large enough to provide the students with green areas for recreation.

Addendum to Contract
FLORIDA ASSOCIATION OF REALTORS®

Addendum No. Exhibit A to the Contract dated _____ between

DEWITT ENTERPRISES INC

(Seller)

and WEGNER INC

(Buyer)

concerning the property described as:

PARCEL 29-22-26-050000000300

CLERMONT

FL

34711

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

Exhibit A

Legal Description:

CLERMONT, HOOKS STREET COMMERCIAL CENTER SUB LOT 3--LESS BEG
AT SW COR OF LOT 3, RUN N 0-22-51 E ALONG W LINE OF LOT 3 A
DIST OF 198.04 FT, S 88-26-43 E 220.97 FT TO W R/W LINE OF
OAKLEY SEAVER BLVD, S 0-16-18 W ALONG SAID W R/W LINE A DIST
OF 172.48 FT TO THE BEG OF A CURVE CONCAVE TO THE NW, HAVING
A RADIUS OF 25 FT, A CHORD BEARING OF S 45-54-48 W & A CHORD
DIST OF 35.75 FT, THENCE RUN SW'LY ALONG SAID R/W LINE &
N'LY R/W LINE OF HOOKS ST ALONG THE ARC OF SAID CURVE FOR A
DIST OF 39.83 FT THRU A CENTRAL ANGLE OF 91-16-59 TO THE END
OF SAID CURVE, THENCE RUN N 88-26-43 W ALONG SAID N'LY R/W
LINE OF HOOKS ST FOR A DIST OF 195.78 FT TO POB--PB 61 PG
70-71

Date: _____

Buyer: _____

WEGNER INC, IGNACIO QUINTANA, VP

Date: _____

Buyer: _____

Date: _____

Seller: _____

DEWITT ENTERPRISES INC

Date: _____

Seller: _____

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The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a school facility in the C-2 General Commercial zoning district, at the following location:

LOCATION

Southwest corner of Sandy Grove Avenue
and Oakley Seaver Drive
AK 3863791

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

This request will be considered by the Planning & Zoning Commission on Tuesday, April 7, 2015 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, April 28, 2015 at 6:00pm.

All meetings will be held in 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, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 21, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 7, 2015		
Agenda Item Name		
Ordinance No. 2015-21; Don Mealey Chevrolet		
Requested Action		
Move to recommend approval of Ordinance 2015-21.		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on May 27, 2003. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 16.74 acres, has been developed as an auto dealership, Don Mealey Chevrolet. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in June. Staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	CPA ORD 2015-21.doc	
2. Maps	Don Mealey Maps.pdf	
3. Utility Agreement	Bill Seidle Utility Agreement.pdf	
4. Legal ad	CPA Ad Don Mealey.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

09-22-26; Lake Highlands 28-22-26 Tracts 23, 24 – Less south 107 feet; ORB 537 PG 352, Public Records of Lake County, Florida.

Containing 16.74 acres, more or less

(Alternate Key 1648254) 14138 State Road 50; Don Mealey Chevrolet

CITY OF CLERMONT
ORDINANCE No. 2015-21

**CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY – REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL**

Section 2.

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

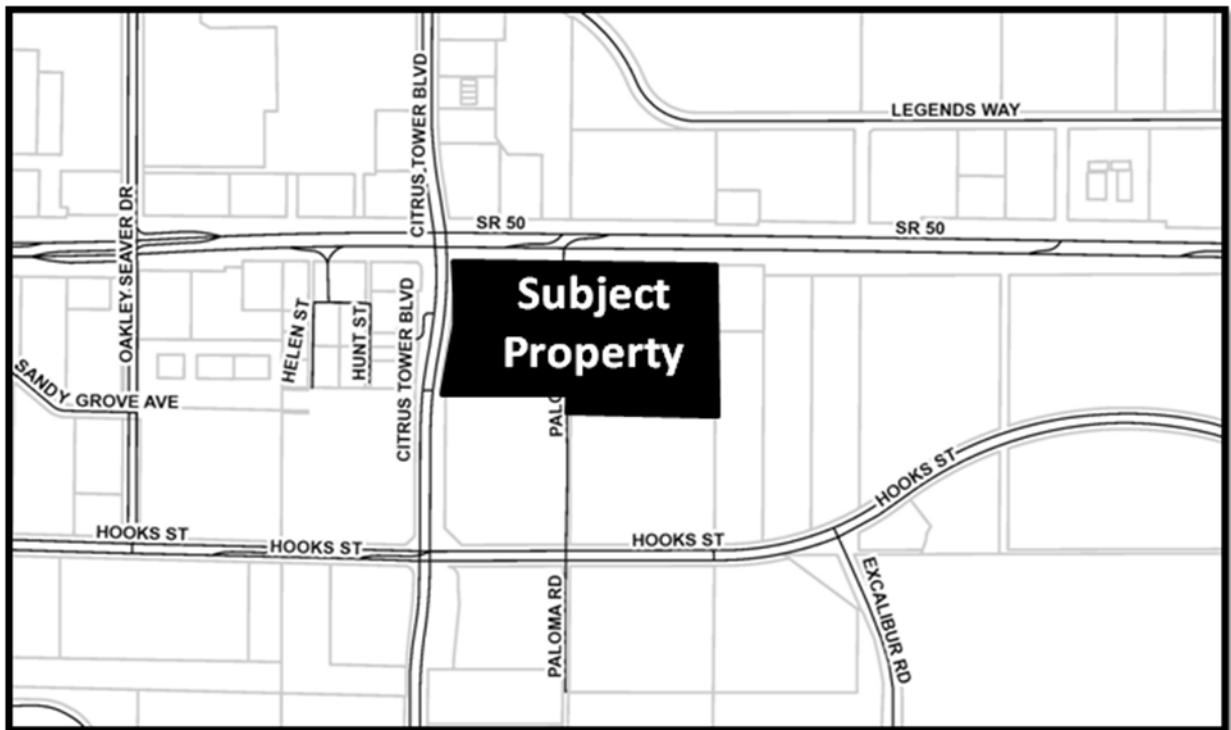
Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-21

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of June, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Don Mealey Chevrolet

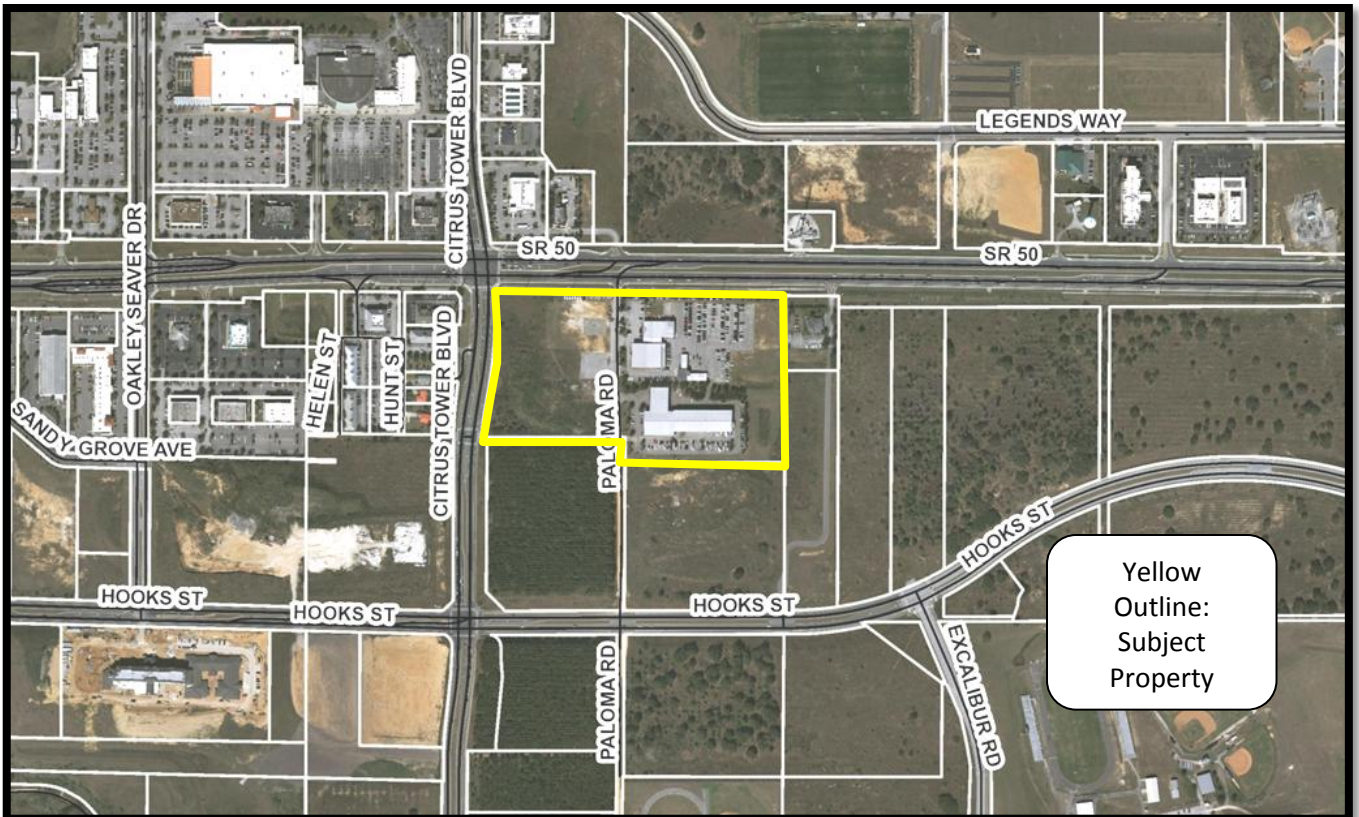
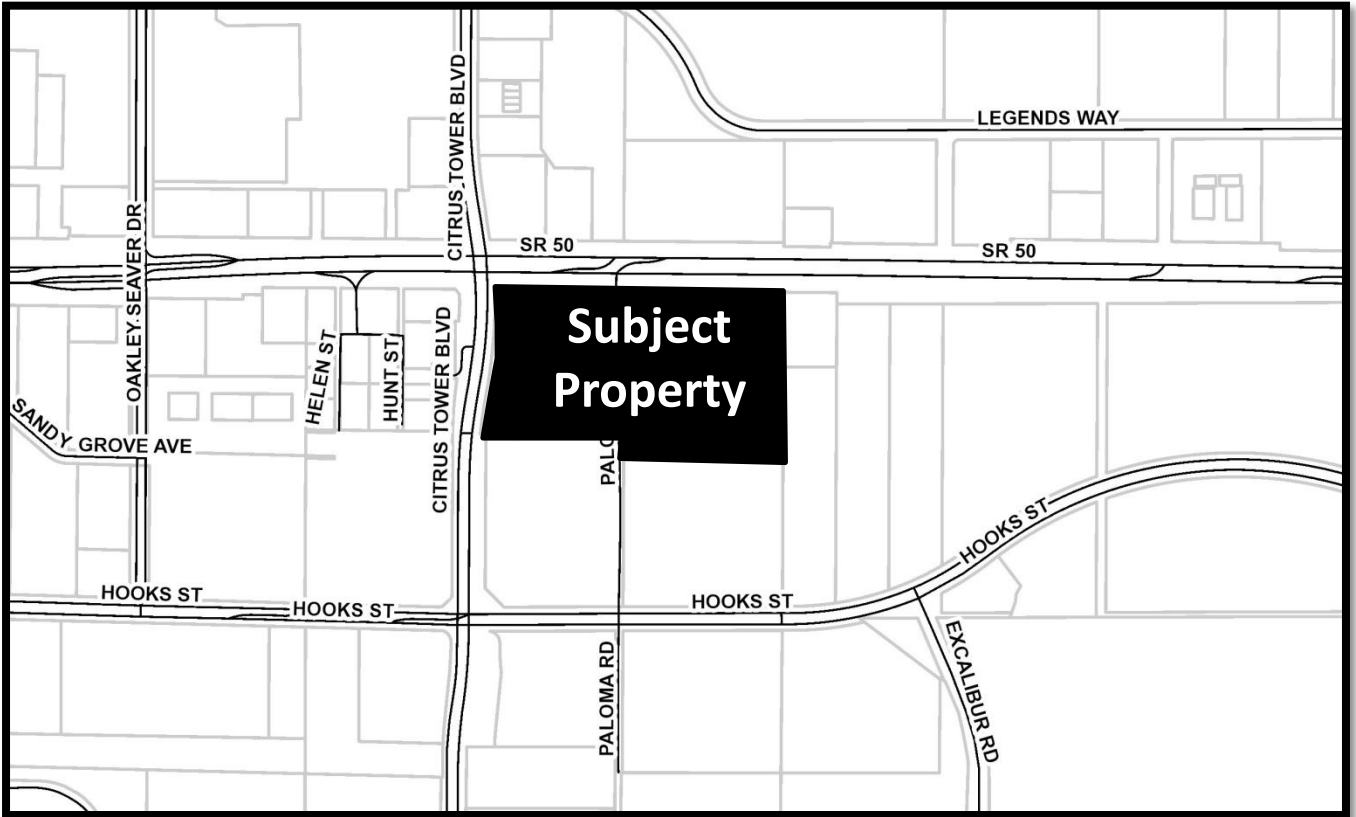


Exhibit – Future Land Use
Don Mealey Chevrolet

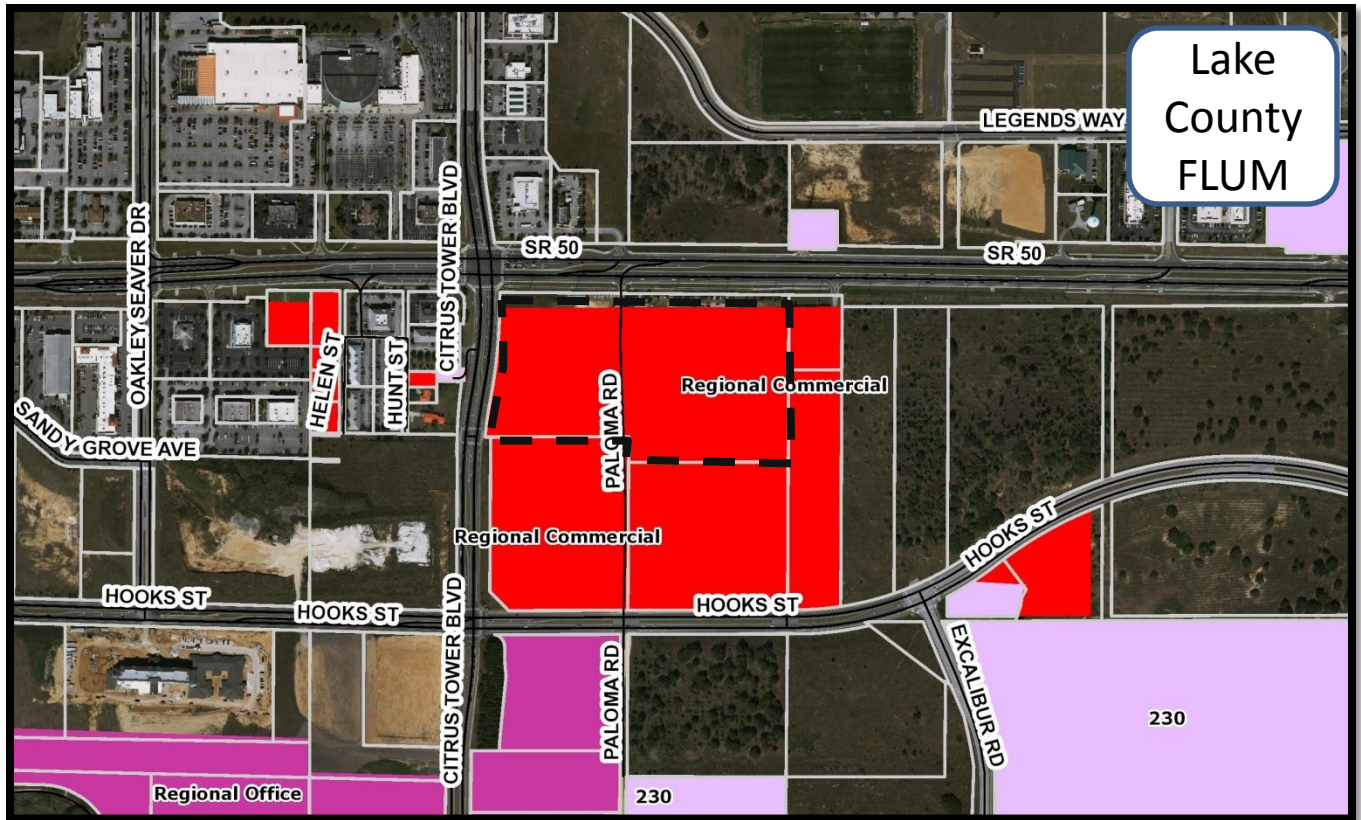
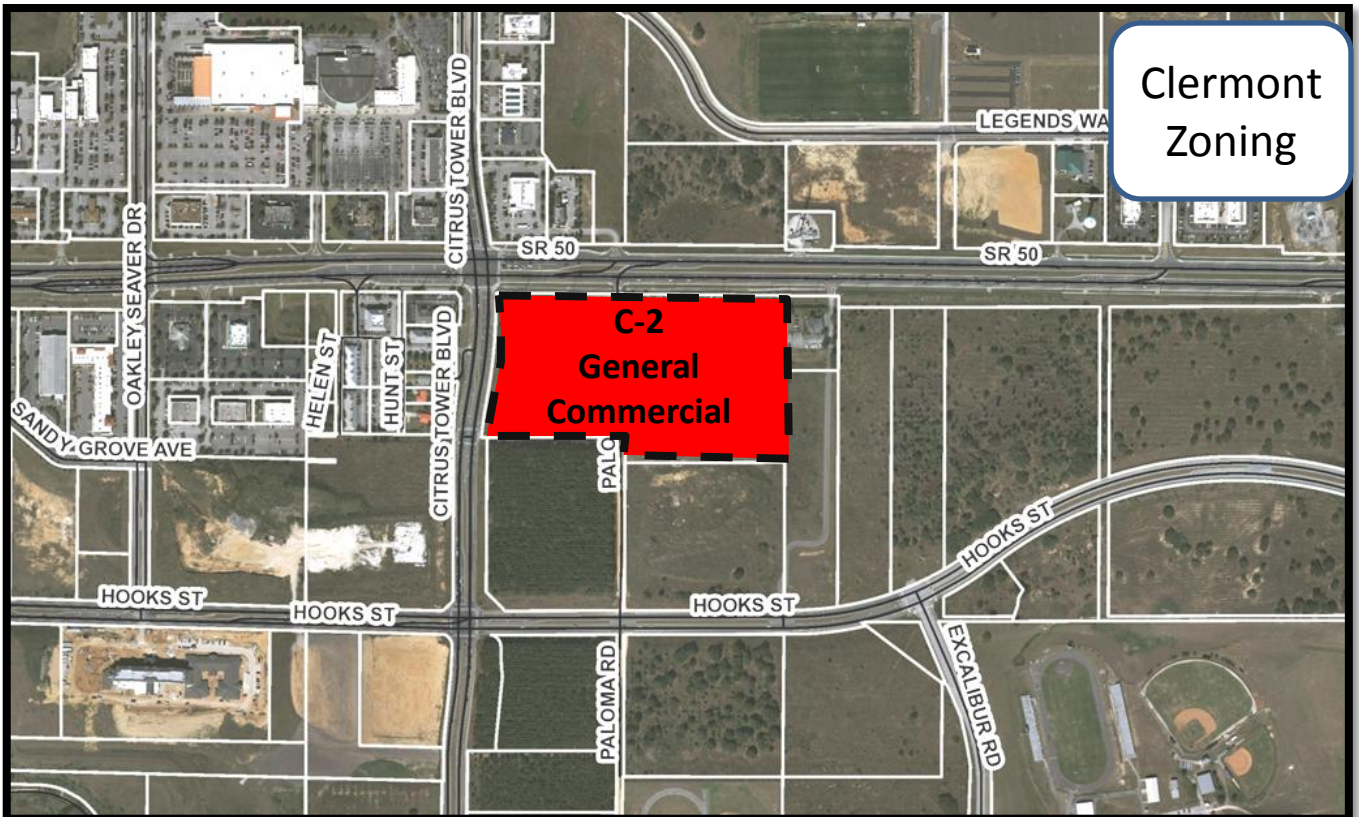
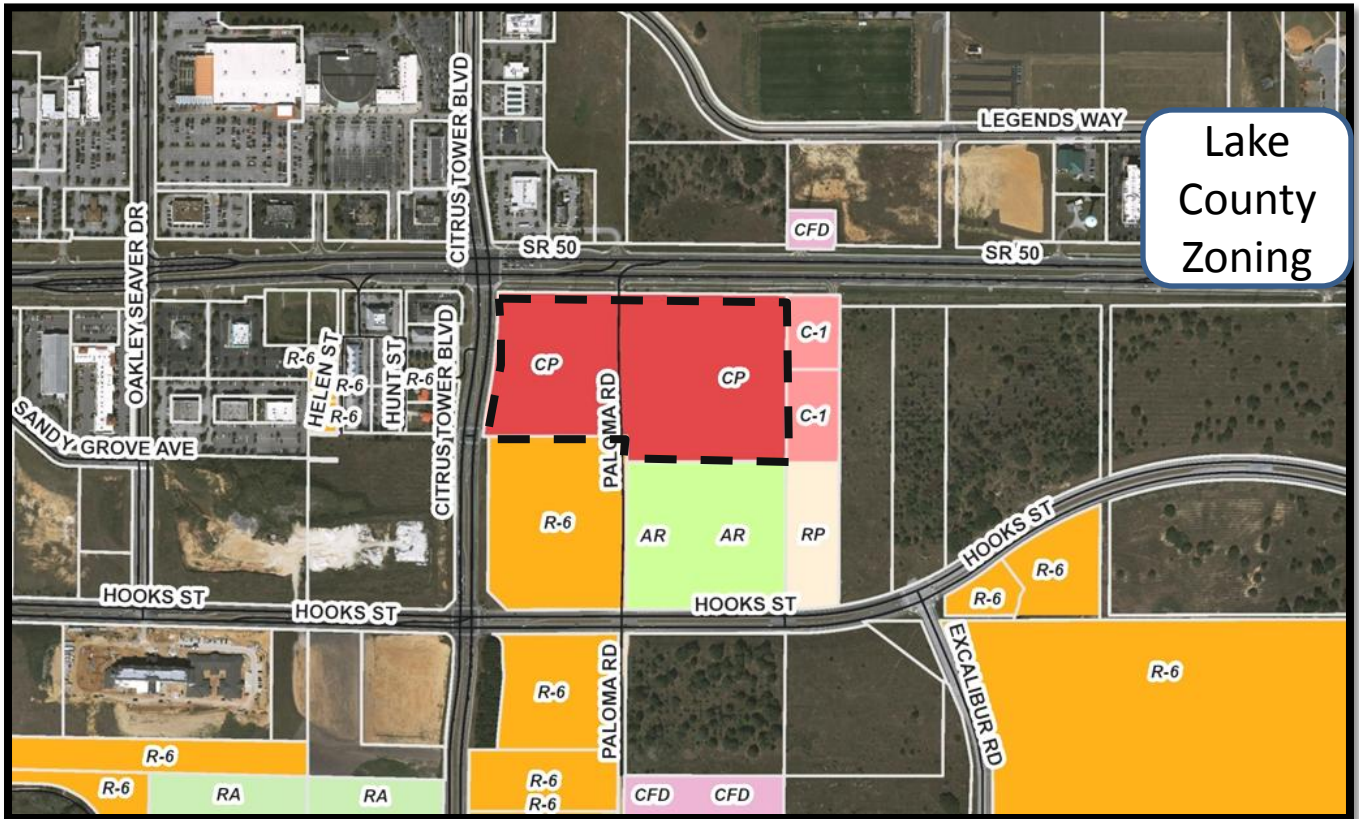


Exhibit – Zoning
Don Mealey Chevrolet



3/7/03

WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Bill Seidle's Chevrolet-Oldsmobile, Inc. and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is requesting water and sewer service to site, which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the Property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized to meet the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.9 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations ~~unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement. with the exception of the dealership expansion that is currently undergoing review with Lake County.~~

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.

- 3.2 This agreement shall be recorded in the Public Records of Lake County, Florida at cost to OWNER, and this agreement, upon recording, shall constitute an irrevocable application by the undersigned owner to annex the property described on Exhibit 'A', attached hereto, into the City of Clermont, which right to annex the City may exercise at any time in the future.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Robert Seidle – Owner/Dealer
Bill Seidle's Chevrolet-Oldsmobile, Inc.
P.O. Box 121046
Clermont, FL 34712-1046

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its Mayor and OWNER through Robert Seidle, Owner of Bill Seidle's Chevrolet-Oldsmobile, Inc.

DATED this 21 day of May, 2003.

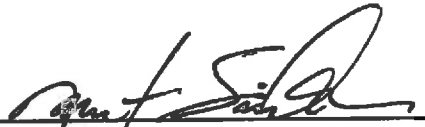
CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

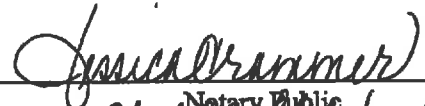
OWNER


Robert Seidle, Owner

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Robert Seidle, Owner/Dealer of Bill Seidle's Chevrolet-Oldsmobile, Inc., who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 7 day of March, 2003.



Notary Public
Jessica Grammer
My Commission CC85544
Expires July 15, 2003

**Agreement for Water & Sewer Service
Bill Seidle's Chevrolet-Oldsmobile, Inc.**

ATTACHMENT "A"

Legal Description:

09-22-26

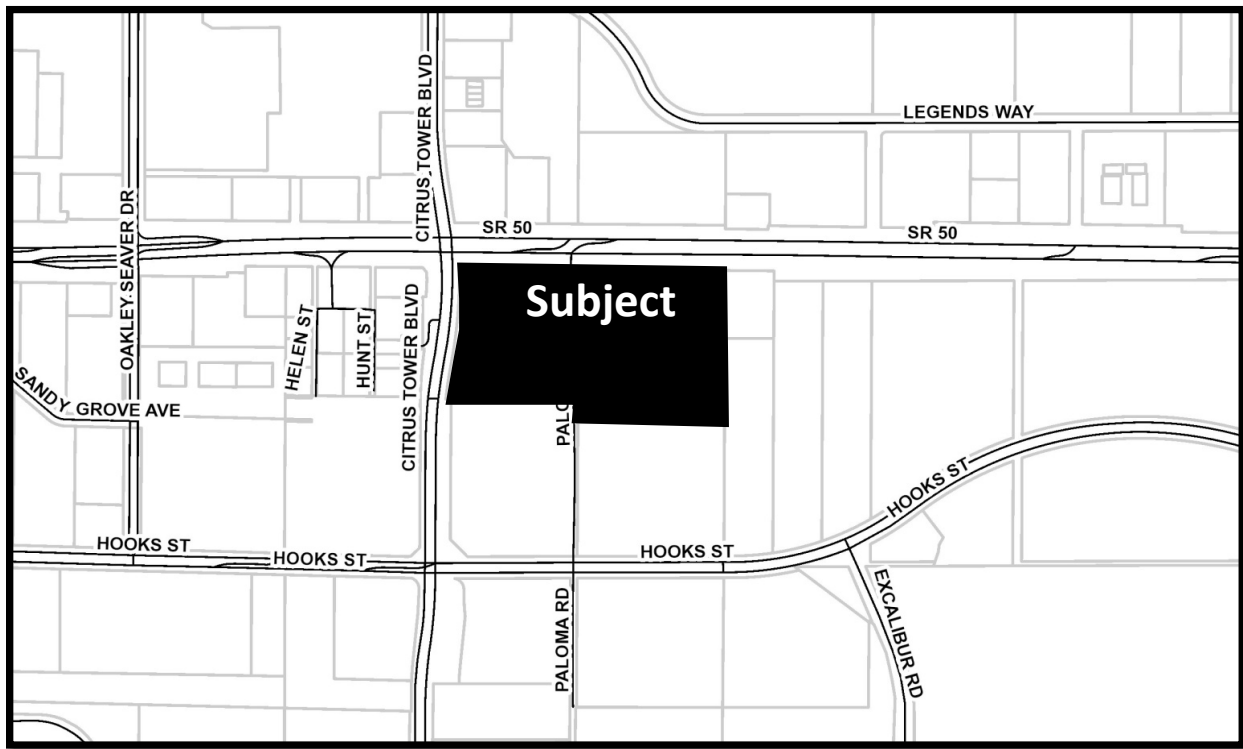
Lake Highlands 28-22-26 Tracts 23, 24 – Less S 107 Ft. –
ORB 537 PG 352

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-21

The City of Clermont will hold public hearings Tuesday, April 7, 2015 at 6:30 p.m. before the Planning and Zoning Commission and Tuesday, April 14, 2015 at 6:30 p.m. before the City Council to consider transmittal and introduction of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Lake County Regional Commercial to Commercial.

The City of Clermont will hold public hearings on Tuesday, June 23, 2015 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



***Location: South of S.R. 50, East of Citrus Tower Blvd,
Don Mealey Chevrolet, 16 +/- acres
14138 SR 50
Alternate Key 1648254***

Ordinance #2015-21:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the large-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the large-scale comprehensive plan amendment; setting forth the purpose and intent of the large-scale comprehensive plan amendment; providing for the adoption of the large-scale comprehensive plan amendment; establishing the legal status

of the large-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 24, 2015 and June 9, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 7, 2015		
Agenda Item Name		
Ordinance No. 2015-22; Don Mealey Chevrolet		
Requested Action		
Move to recommend approval of Ordinance 2015-22.		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on May 27, 2003. The property is improved and is receiving water and sewer services from the City. The property, approximately 16.74 acres, has been developed as an auto dealership, Don Mealey Chevrolet. The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Commercial District) to the City's C-2 General Commercial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. Staff recommends approval of the rezoning to C-2 General Commercial.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2015-22.doc	
2. Maps	Don Mealey Maps.pdf	
3. Utility Agreement	Bill Seidle Utility Agreement.pdf	
4. Legal ad	REZ legal ad Don Mealey.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-22

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

09-22-26; Lake Highlands 28-22-26 Tracts 23, 24 – Less south 107 feet; ORB 537 PG 352, Public Records of Lake County, Florida.

Containing 16.74 acres, more or less

(Alternate Key 1648254) 14138 State Road 50; Don Mealey Chevrolet

From: UE Urban Estate
To: C-2 General Commercial

SECTION 2:

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

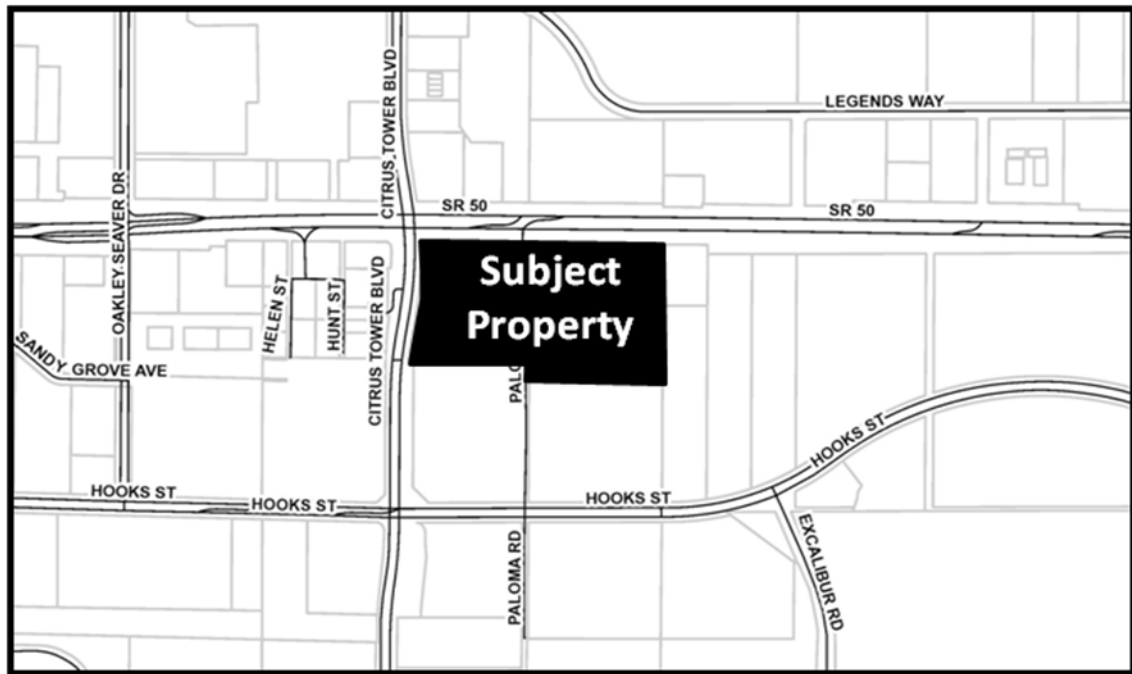
SECTION 3:

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 4:

The provisions of this Ordinance shall be effective as provided by law.

CITY OF CLERMONT
ORDINANCE No. 2015-22



CITY OF CLERMONT
ORDINANCE No. 2015-22

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Don Mealey Chevrolet

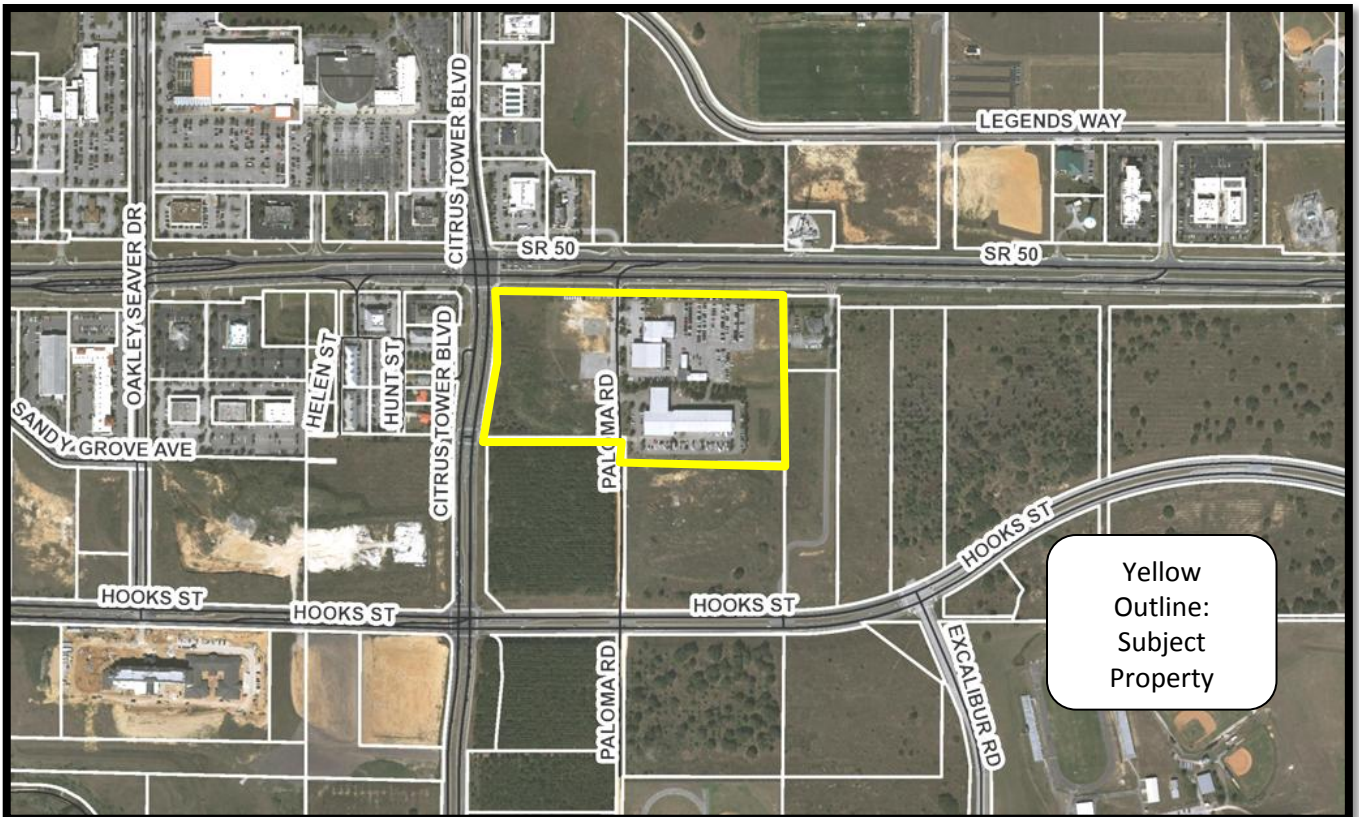
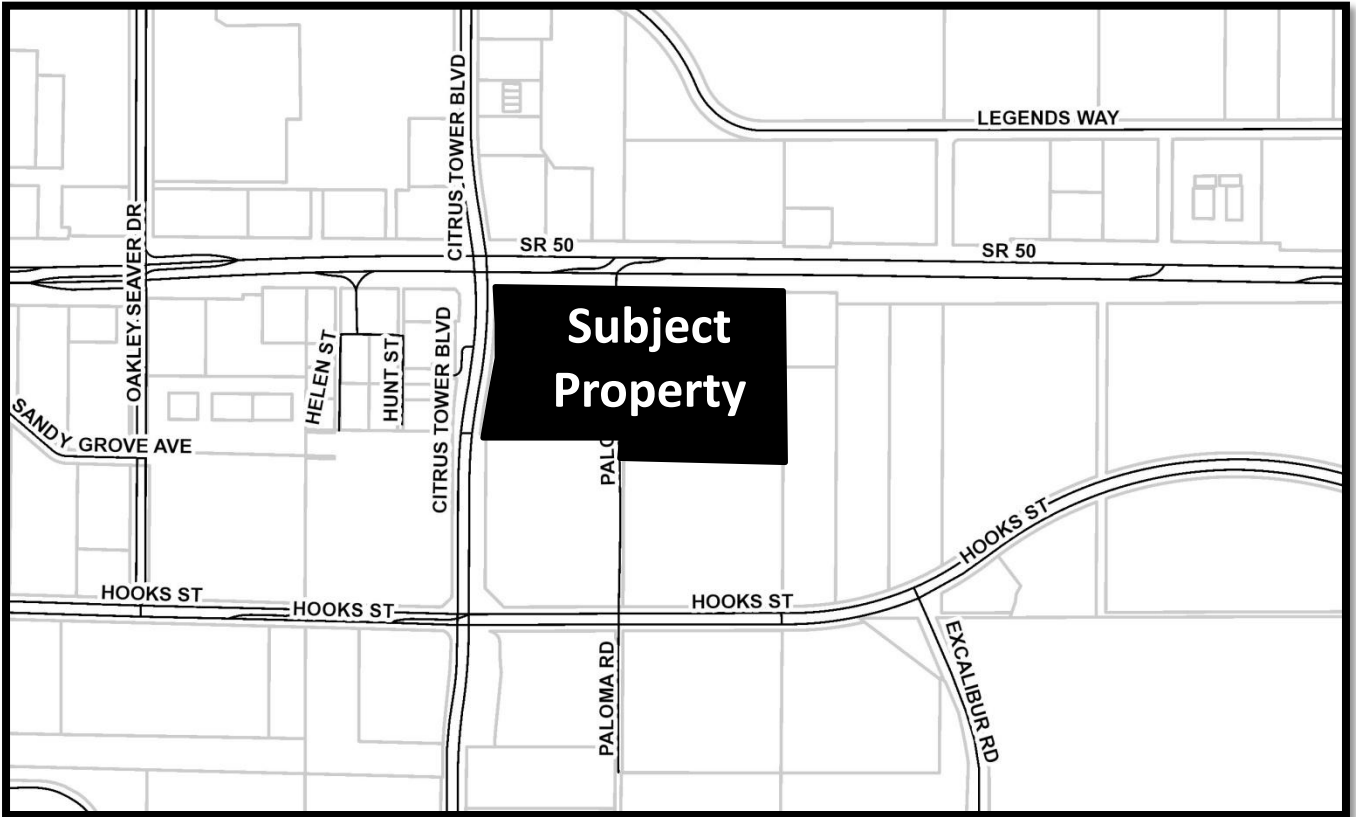


Exhibit – Future Land Use
Don Mealey Chevrolet

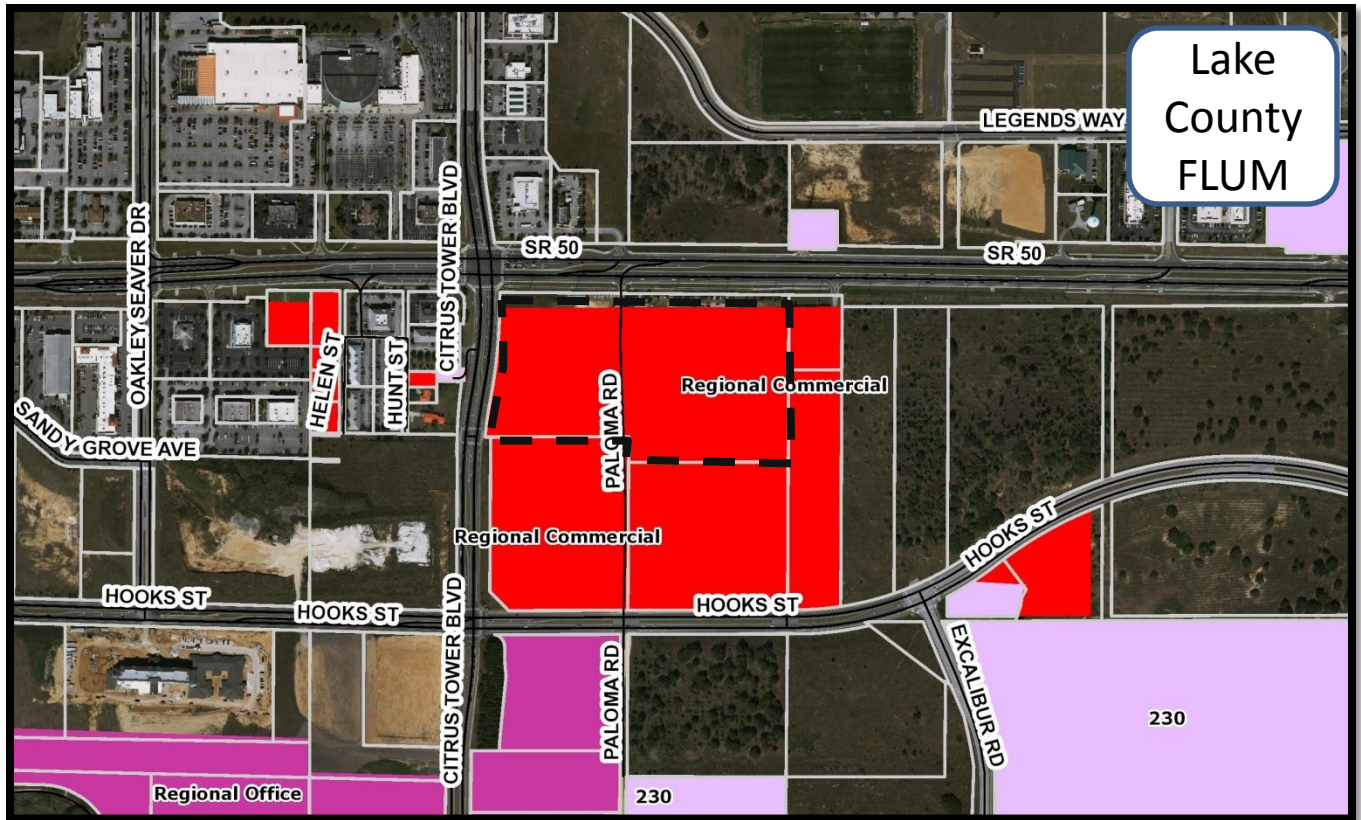
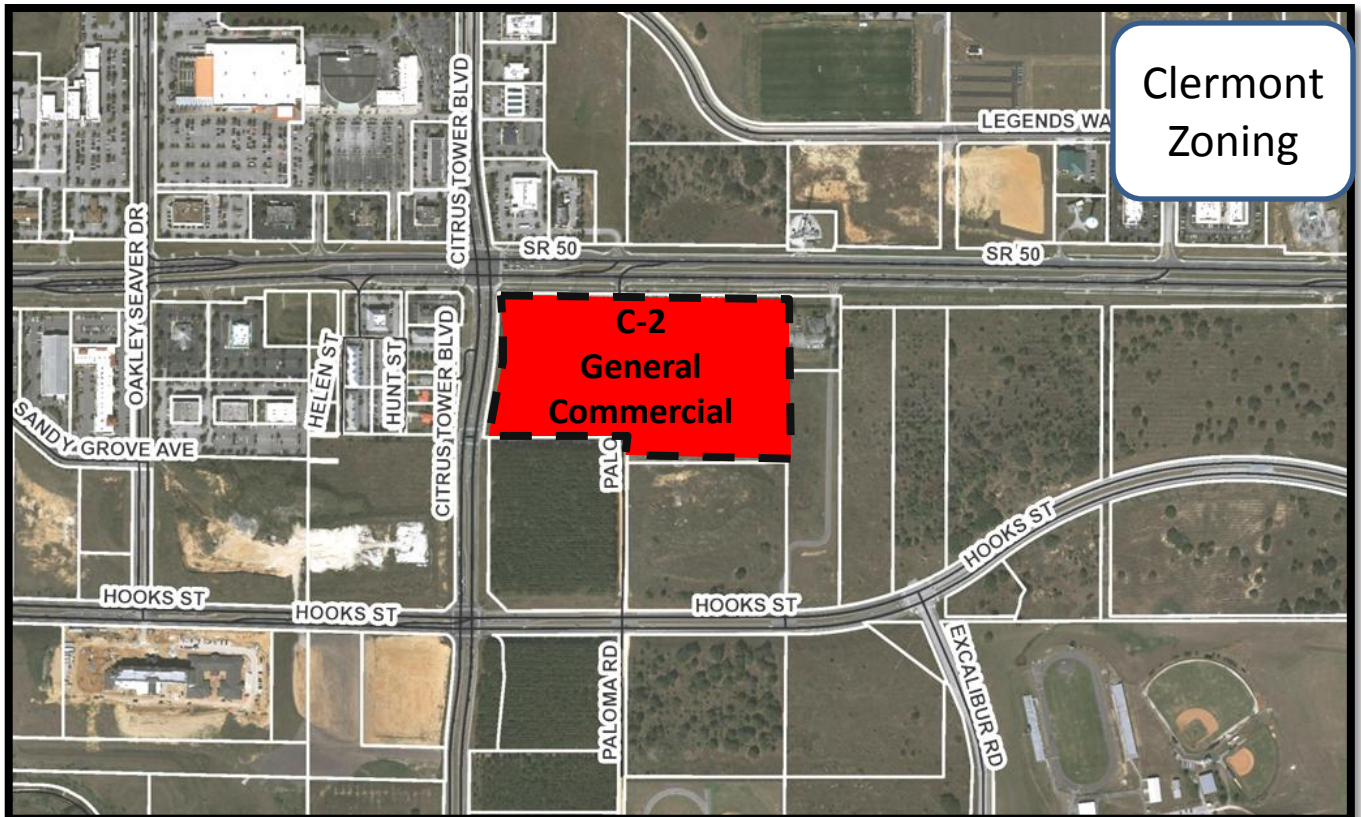
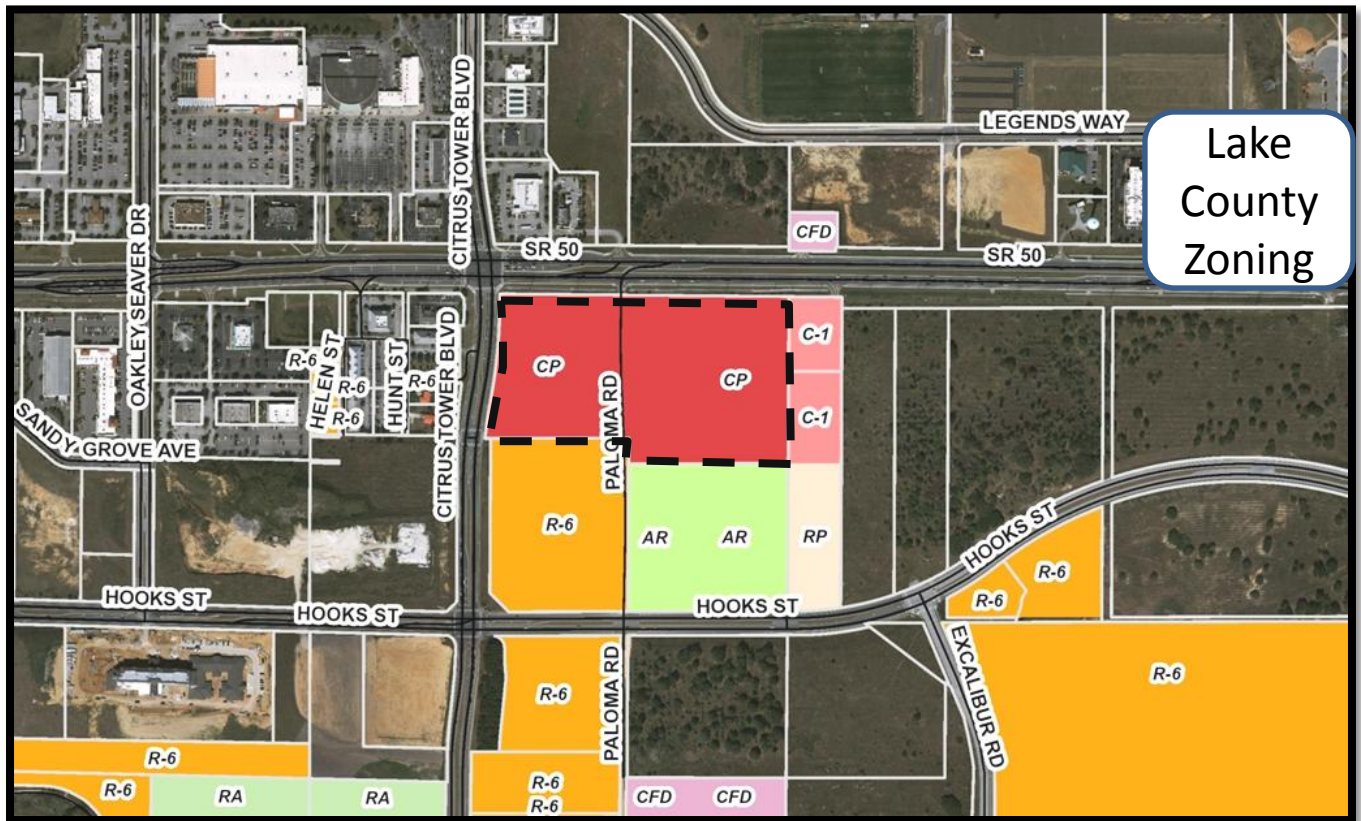


Exhibit – Zoning
Don Mealey Chevrolet



3/7/03

WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Bill Seidle's Chevrolet-Oldsmobile, Inc. and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is requesting water and sewer service to site, which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the Property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized to meet the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.9 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations ~~unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.~~ with the exception of the dealership expansion that is currently undergoing review with Lake County.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.

- 3.2 This agreement shall be recorded in the Public Records of Lake County, Florida at cost to OWNER, and this agreement, upon recording, shall constitute an irrevocable application by the undersigned owner to annex the property described on Exhibit 'A', attached hereto, into the City of Clermont, which right to annex the City may exercise at any time in the future.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Robert Seidle – Owner/Dealer
Bill Seidle's Chevrolet-Oldsmobile, Inc.
P.O. Box 121046
Clermont, FL 34712-1046

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its Mayor and OWNER through Robert Seidle, Owner of Bill Seidle's Chevrolet-Oldsmobile, Inc.

DATED this 21 day of May, 2003.

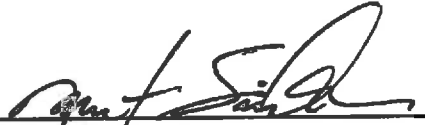
CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

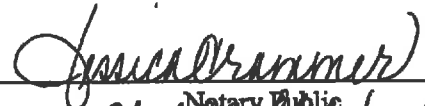
OWNER


Robert Seidle, Owner

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Robert Seidle, Owner/Dealer of Bill Seidle's Chevrolet-Oldsmobile, Inc., who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 7 day of March, 2003.



Notary Public
Jessica Grammer
My Commission CC85544
Expires July 15, 2003

**Agreement for Water & Sewer Service
Bill Seidle's Chevrolet-Oldsmobile, Inc.**

ATTACHMENT "A"

Legal Description:

09-22-26

Lake Highlands 28-22-26 Tracts 23, 24 – Less S 107 Ft. –
ORB 537 PG 352

LEGAL NOTICE

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

ORDINANCE NO. 2015-22

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

(Alternate Key 1648254) South of S.R. 50, east of Citrus Tower Blvd,
14138 SR 50 (Don Mealey Chevrolet)

LEGAL DESCRIPTION

09-22-26; Lake Highlands 28-22-26 Tracts 23, 24 – Less south 107 feet; ORB 537 PG 352, Public Records of Lake County, Florida.

Containing 16.74 acres, more or less

FROM UE Urban Estate
TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, April 7, 2015 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, April 28, 2015 at 6:00 p.m. for final enactment.

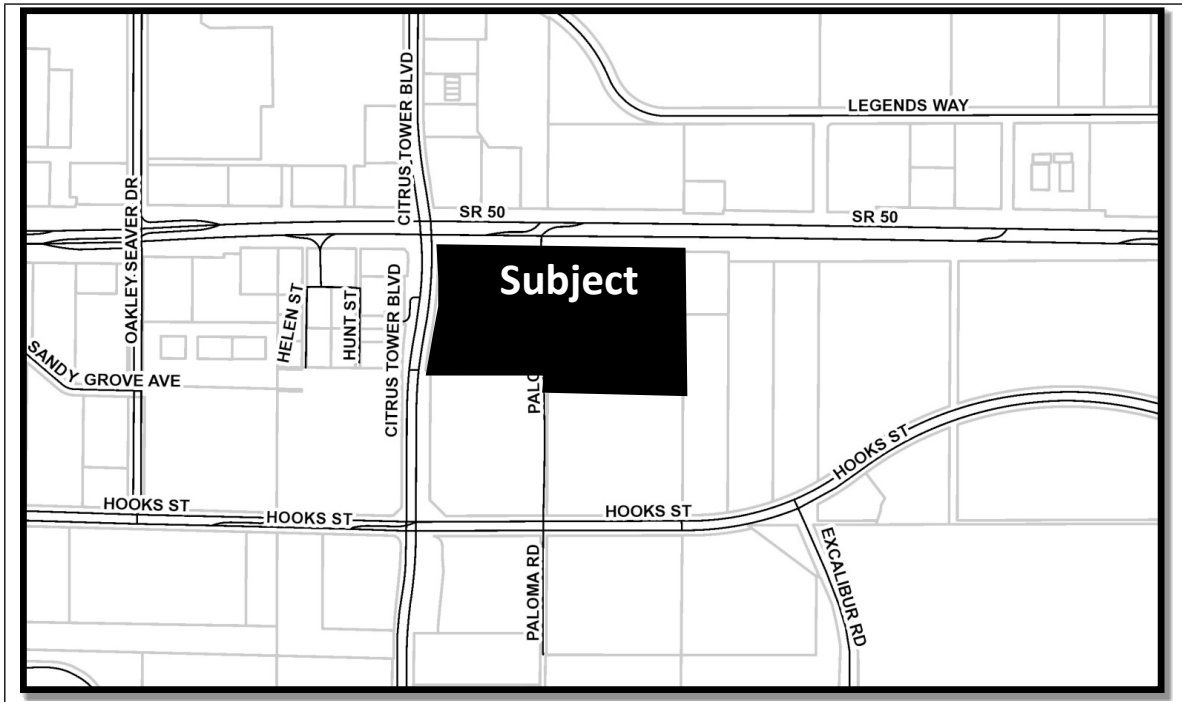
All meetings will be held at City Hall, located at 685 W. Montrose Street.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 14, 2015





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 7, 2015		
Agenda Item Name		
Ordinance No. 2015-24; Clermont Nissan		
Requested Action		
Move to recommend approval of Ordinance 2015-24.		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on December 5, 2011. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 7.7 acres, has been developed as an auto dealership, Clermont Nissan. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the future land use map amendment from Lake County Regional Commercial to Commercial in the City.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	CPA Ord. 2015-24.doc	
2. Maps	Clermont Nissan Maps.pdf	
3. Utility Agreement	Nissan Utility Agreement.pdf	
4. Legal ad	CPA legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

Lake Highlands 26-22-26 from northwest corner of Section 26, run south 89-26-50 east along north line 666.86 feet to northeast corner of Tract 8, south 0-01-49 west along said east line of Tract 8 a distance of 568.30 feet to southeast corner of Tract 8, being also a point on northerly right-of-way line of ACL RR right-of-way for point of beginning, continue south 0-01-49 west along east line of said Tract 9 and its extension northerly a distance of 582.77 feet to a point on northerly right-of-way line of SR 50, north 89-23-48

CITY OF CLERMONT
ORDINANCE No. 2015-24

west along northerly right-of-way line 128.70 feet, north 0-36-12 east 18 feet, north 89-23-48 west 400 feet, south 0-36-12 west 18 feet, north 89-23-48 west 124.26 feet to a point on west line of Tract 9, said point also being east line of a 15 foot right-of-way, north 0-05-07 east along west line of said Tract 9 and its extension northerly a distance of 467.20 feet to a point on northerly right-of-way line of ACL RR, north 80-34-55 east along northerly line of RR right-of-way a distance of 620.78 feet, thence continue northeasterly along northerly right-of-way line of RR a curve to the left, an arc distance of 40.74 feet, said curve having a radius of 1826.84 feet, a delta angle of 01-16-40 and a chord bearing and distance of north 79-56-35 east 40.74 feet to point of beginning, being Tract 9 and that part of RR right-of-way lying north of Tract 9 lying between east and west line of Tract 9 extended northerly; PB 3, PG 52, ORB 4037, PG 1355, Public Records of Lake County, Florida.

Containing 7.7 acres, more or less

(Alternate Key 1118191) 16005 State Road 50; Clermont Nissan

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL

Section 2.

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2015-24

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-24

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of April, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Clermont Nissan

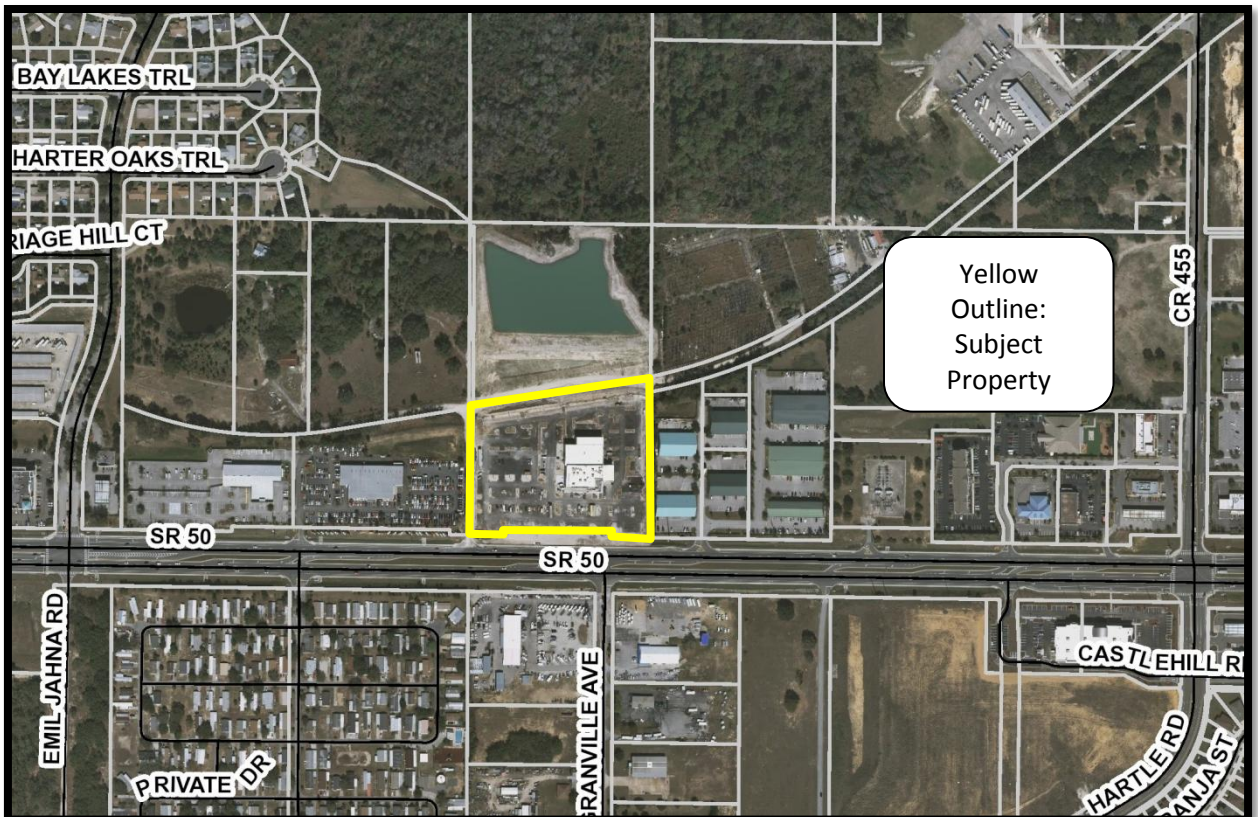
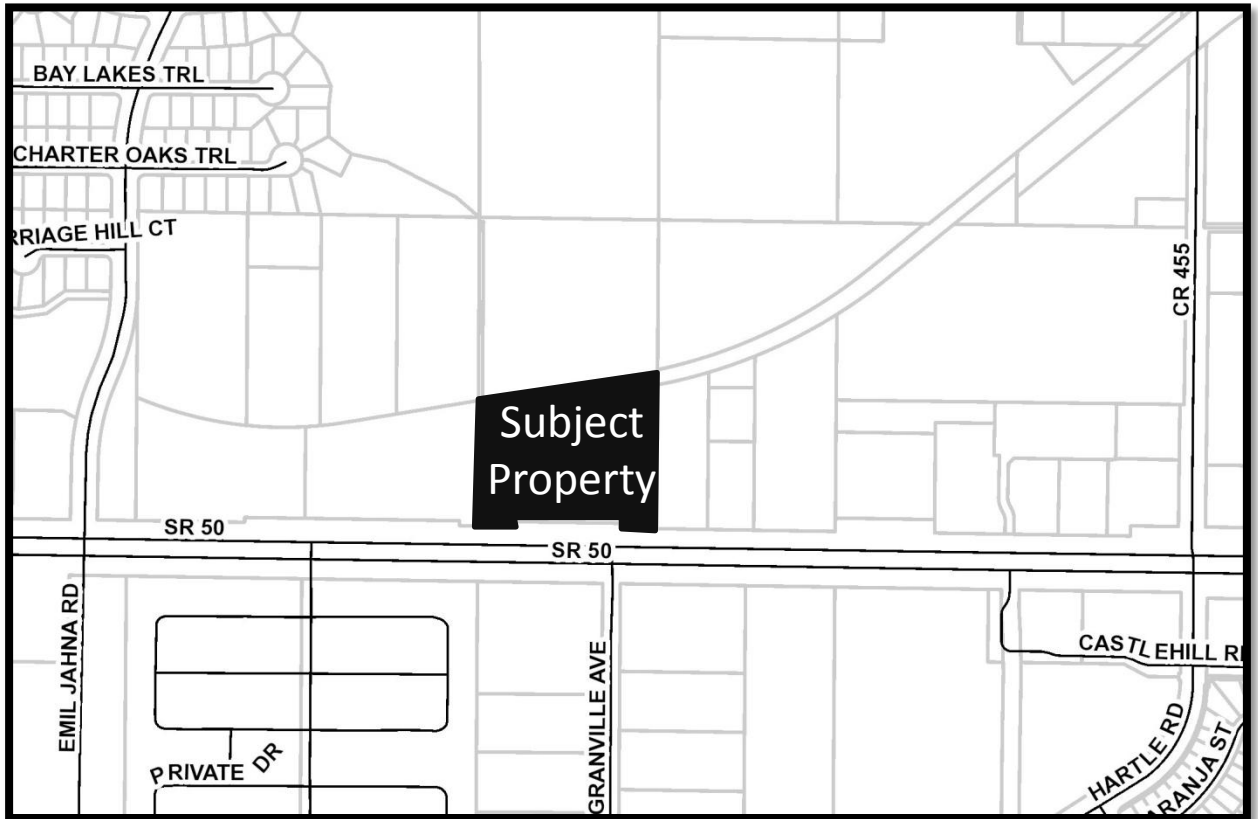


Exhibit – Future Land Use
Clermont Nissan

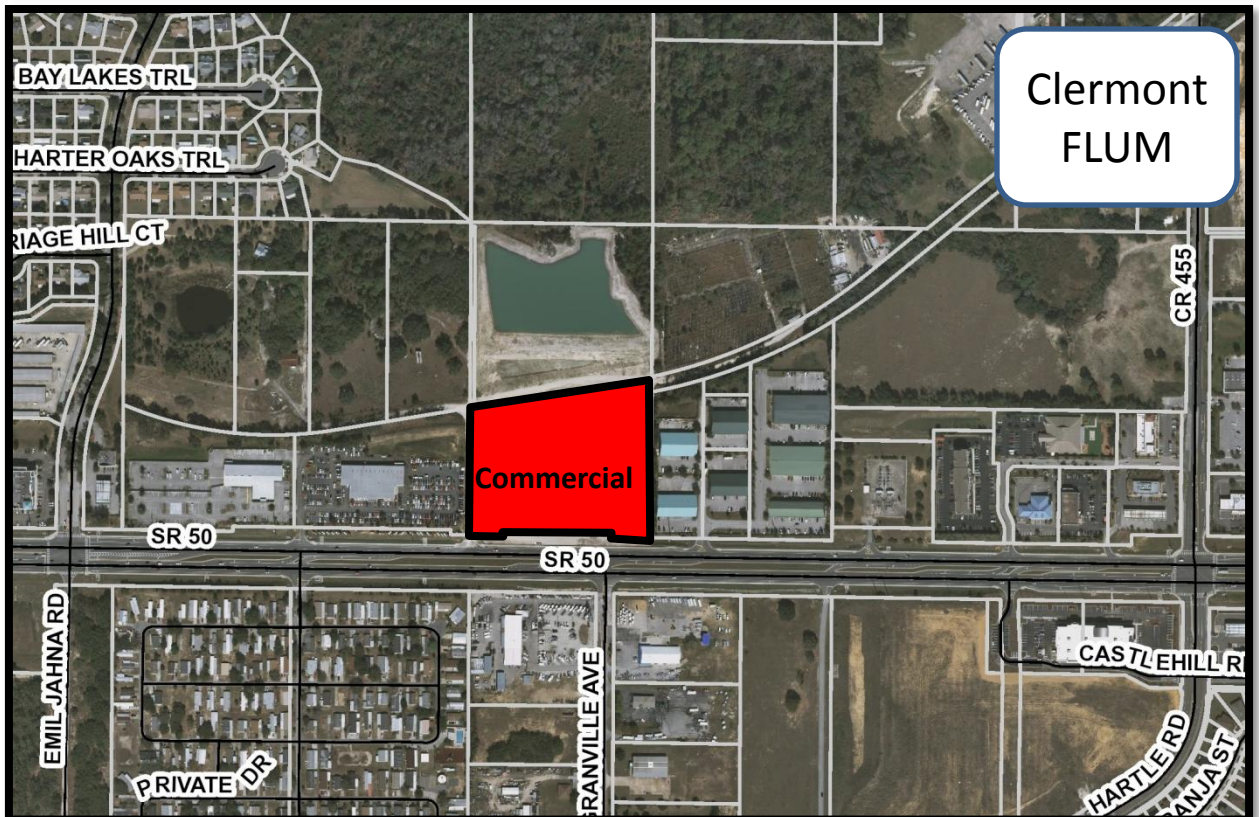
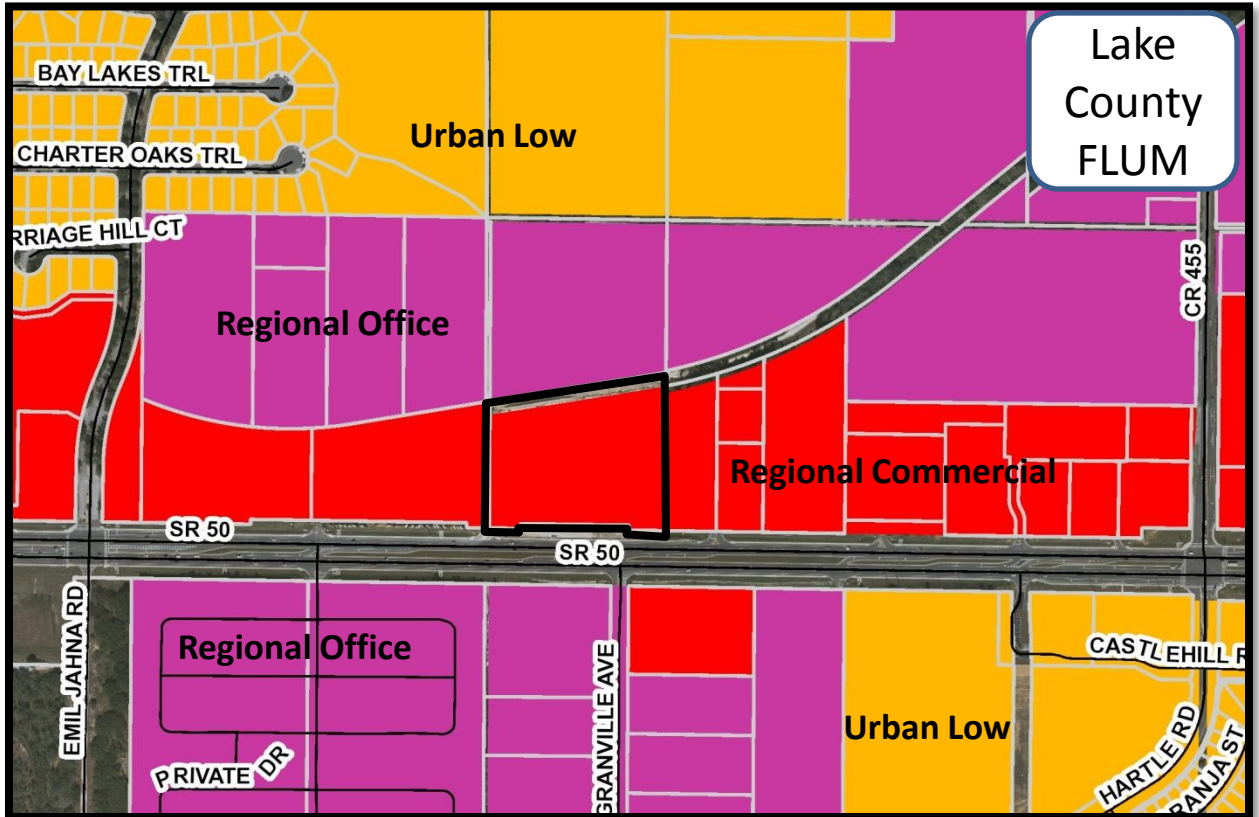
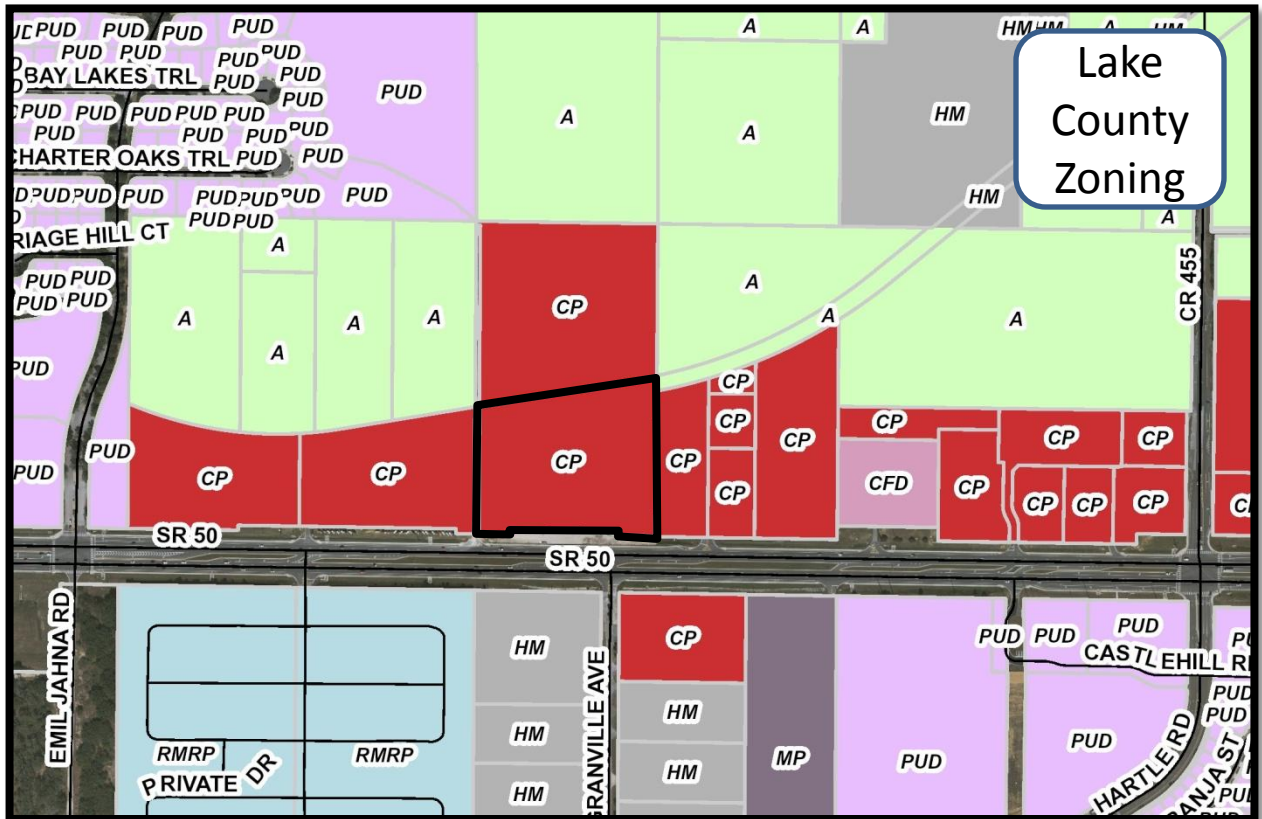


Exhibit – Zoning
Clermont Nissan



Return to:

City of Clermont
685 W. Montrose St
Clermont, FL 34711

**UTILITY SERVICE AGREEMENT
FOR WATER & WASTEWATER**

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Colonial Acquisitions, Inc. and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for a commercial establishment Automobile Dealership for uses to include sales, display, service, repair, paint, body work, storage, etc. with up to 45,000 sq. ft., which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve

the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The OWNER shall construct or be responsible for all access to the site which may include turn lanes from S.R. 50 into the development, along the southern property boundary line.
- 1.9 The existing utilities along State Road 50 must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.10 The utilities in the commercial property shall be privately owned and maintained, but shall be constructed to City standards.
- 1.11 Irrigation shall be provided by private well until such time that reuse water is available.
- 1.12 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.13 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.14 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.15 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.12 and 1.13 from the CITY in the form of Impact Fee Credits.

- 1.16 The Impact Fee Credits shall be established subject to Sections 1.12 and 1.13 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.17 Impact Fee Credits may not be transferred outside of the Property described on Exhibit "A" but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.
- 1.18 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.19 The City may require a looped system to provide reliability and redundancy to the property.
- 1.20 The point of sewer connection shall be coordinated with the existing utilities on the north side of State Road 50. The City will not accept ownership of utilities within the State Road 50 right-of-way.
- 1.21 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns, as approved by the City's Site Review Committee. No chain link shall be used in public view areas.
- 1.22 Parking of any vehicles outside the paved parking areas, or in any landscape buffers shall not be permitted.
- 1.23 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).
- 1.24 The development shall be in substantial compliance with the Dimension Plan shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.25 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.26 The Agreement shall be for commercial utility flow/demand for water at 6,000 gpd and sewer is 6,000 gpd, based on an annual average.

Section 2. DEVELOPMENT STANDARDS

- (a) The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- (b) The project shall be developed in substantial accordance with the Master Site Plan as submitted with the Utility Service Agreement request, dated 10/25/11 by Denham Engineering, LLC.

Section 3. WAIVER REQUESTS FOR THE PROPERTY

OWNER will request the following waivers from requirements imposed in the City of Clermont Code of Ordinances (the "Code") and CITY staff will support such requests:

(a) Retaining Wall Height.

- The north retaining wall height will be a maximum of 6 feet for 1,463 feet +/-.
- The east side retaining wall height shall be a maximum 6 feet for 125 feet +/-.
- The west side retaining wall height shall be 6 feet for 130 feet and a maximum 10 feet +/- for 140 feet +/- for a total 270 feet.
- Wall buffer landscaping shall be provided with trees and shrubs for all exposed walls facing perimeter properties. Perimeter landscape buffer must be provided, including those areas at the top of the walls.

(b) Customer Parking. Rather than basing the number of customer parking on the square footage of the overall commercial space for the project, the CITY agrees to base the number of customer parking spaces as follows:

- Dealer main building customer/sales area (7,716 square feet): 39 customer parking spaces
- C.V./Body Shop building customer area (513 square feet): 3 spaces

Accordingly, 42 customer parking spaces are required at a minimum for the project as indicated on the Site Plan. (51 are shown)

In addition, 45 employee parking spaces are provided.

(c) Product Inventory Space Size. The product inventory spaces shall be separated from customer parking spaces and will be nine feet by eighteen feet (9' x 18'). Customer parking spaces will be ten feet by twenty feet (10' x 20'). Handicapped (HC) parking spaces shall conform to ADA guidelines at 12' x 20' with a five (5) foot wide access ramp, and the number shall be based on required parking spaces per the LDC.

(d) Parking areas in the non-customer locations located north of the buildings as shown on the Dimension Plan in Exhibit "C" may have one landscape island of 300 sq. ft. every 15 parking spaces. All other areas south of the buildings shall maintain the required one landscape island every 10 parking spaces. Double stacking of inventory cars shall be permitted per the Dimension Plan.

(e) Cut and Fill Maximum Standard for Grading. The grading for the site shall be limited to a maximum 15 foot grade change in a cut or fill for the overall site with the exception of two areas:

- The north-central area shall be limited up to 26 feet fill for 1.95 acres (25.3%);
- The south-central area (adjacent to S.R. 50 ROW) shall be limited to up to 20 feet for 0.14 acre (1.8%) of the site. Both areas exceeding the 15 feet shall not exceed 2% over this excess fill.

- (f) Signage. A secondary front monument sign for the CV/Body Shop building may be permitted on the western front of the site up to 50% in size of the primary monument sign size. The primary monument sign shall be limited to 60 square feet of copy area, and in accordance with Section 102-15(a)(1)a. of the Clermont Land Development Code (LDC).

Section 4. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 5. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 6. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Colonial Acquisitions, Inc.
3776 West Colonial Drive
Orlando, FL 32808

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

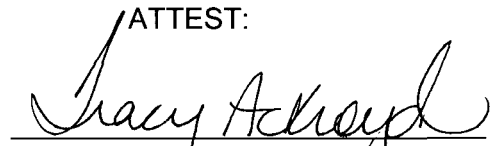
The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

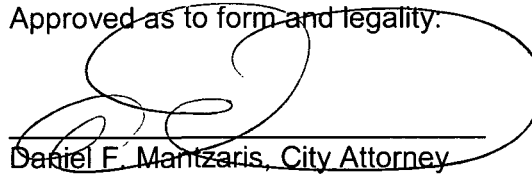
DATED this 8th day of November, 2011.

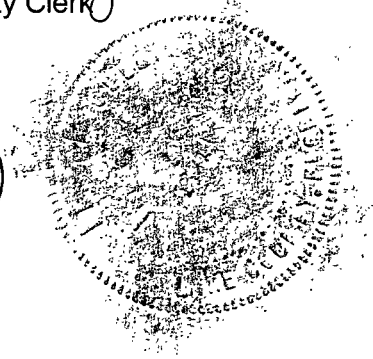
CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality.


Daniel F. Mantzaris, City Attorney



OWNER: Colonial Acquisitions, Inc.

R. Paul
Signature

Title: *V. Pres*

Raymond Paul
Print Name

STATE OF *FL*
COUNTY OF *Orange*

The foregoing instrument was acknowledged before me on this *5* day of *Dec*, 2011, by *Raymond Paul Paul*, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public *C Edwards* SEAL:
Type/print name *C Edwards*

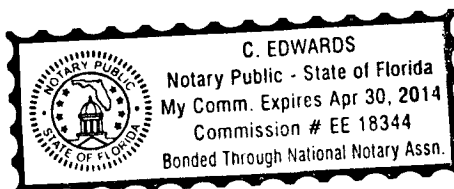


EXHIBIT "A"**PROPERTY DESCRIPTION****Owners:**

Colonial Acquisitions, Inc.

Description:

LAKE HIGHLANDS 26-22-26 FROM NW COR OF SEC 26 RUN S 89-26-50 E ALONG N LINE 666.86 FT TO NE COR OF TRACT 8, S 0-01-49 W ALONG SAID E LINE OF TRACT 8 A DIST OF 568.30 FT TO SE COR OF TRACT 8, BEING ALSO A POINT ON N'LY R/W LINE OF ACL RR R/W FOR POB, CONT S 0-01-49 W ALONG E LINE OF SAID TRACT 9 & ITS EXTENSION N'LY A DIST OF 582.77 FT TO A POINT ON N'LY R/W LINE OF SR 50, N 89-23-48 W ALONG N'LY R/W LINE 128.70 FT, N 0-36-12 E 18 FT, N 89-23-48 W 400 FT, S 0-36-12 W 18 FT, N 89-23-48 W 124.26 FT TO A POINT ON W LINE OF TRACT 9, SAID POINT ALSO BEING E LINE OF A 15 FT R/W, N 0-05-07 E ALONG W LINE OF SAID TRACT 9 & ITS EXTENSION N'LY A DIST OF 467.20 FT TO A POINT ON N'LY R/W LINE OF ACL RR, N 80-34-55 E ALONG N'LY LINE OF RR R/W A DIST OF 620.79 FT, THENCE CONT NE'LY ALONG N'LY R/W LINE OF RR, A CURVE TO THE LEFT, AN ARC DIST OF 40.74 FT, SAID CURVE HAVING A RADIUS OF 1826.84 FT, A DELTA ANGLE OF 01-16-40 & A CHORD BEARING & DIST OF N 79-56-35 E 40.74 FT TO POB, BEING TRACT 9 & THAT PART OF RR R/W LYING N OF TRACT 9 LYING BETWEEN E & W LINE OF TRACT 9 EXTENDED N'LY PB 3 PG 52 ORB 4037 PG 1355.

Containing 7.7 acres, more or less

Lake County Alternate Key Numbers:

1118191

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **8th day of November 2011**, between **Colonial Acquisitions, Inc.**, property owners in the County of Lake, State of Florida Grantor*, and the **CITY OF CLERMONT, FLORIDA**, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

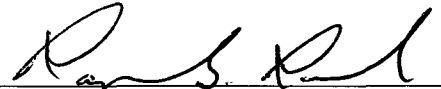
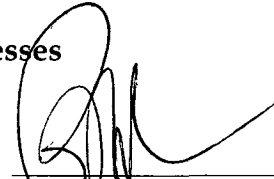
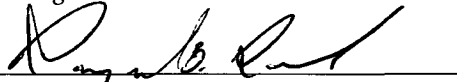
Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

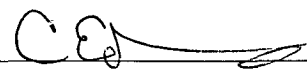
WITNESSES (Two required):

Colonial Acquisitions, Inc.

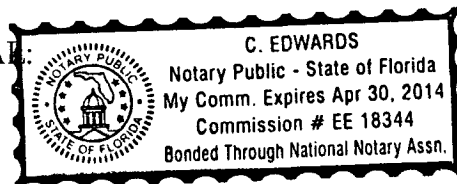
Witnesses

By: 
Signature1. 
Signature
Type or print namePaul McNamara
Type or print nameBy: _____
Signature2. _____
Signature_____
Type or print name_____
Type or print nameSTATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 5 day of Dec, 2011, by Raymond D. Quinn Record, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public 

SEAL:

Type/print name C Edwards

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

EXHIBIT "D"**LOCATION MAP****Colonial Acquisitions, Inc. (Reed Nissan)**

Aerial view:



\\Cityhall\shares\Planning and Zoning\JPA -Utility Agreements & Reviews\Nissan\Nissan Utility Services Agreement, CC11-8-11.doc

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2015-24

The City of Clermont will hold public hearings Tuesday, April 7, 2015 at 6:30 p.m. before the Planning and Zoning Commission; Tuesday, April 14, 2015 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, April 28, 2015 (final reading of the adoption ordinance) at 6:00 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 7.7 +/-acre parcel below from Lake County Regional Commercial to Commercial. Alternate Key 1118191.



Location: 16005 SR 50; Clermont Nissan

Ordinance #2015-24:

An ordinance of the City of Clermont, Florida, adopting the small-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the small-scale comprehensive plan amendment; setting forth the purpose and intent of the small-scale comprehensive plan amendment; providing for the adoption of the small-scale comprehensive plan amendment; establishing the legal status of the small-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 24, 2015 and April 14, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, April 7, 2015														
Agenda Item Name														
Ordinance No. 2015-25; Clermont Nissan														
Requested Action														
Move to recommend approval of Ordinance 2015-25.														
Staff Report														
This administrative request is being heard concurrently with requests for annexation and a small-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on December 5, 2011. The property is improved and is receiving water and sewer services from the City. The property, approximately 7.7 acres, has been developed as an auto dealership, Clermont Nissan. The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Commercial District) to the City's C-2 General Commercial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. Staff recommends approval of the rezoning to C-2 General Commercial.														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table border="0"><tr><td>1.</td><td>Ordinance</td><td>REZ ORD 2015-25.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Clermont Nissan Maps.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>Nissan Utility Agreement.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>REZ legal ad.docx</td></tr></table>			1.	Ordinance	REZ ORD 2015-25.doc	2.	Maps	Clermont Nissan Maps.pdf	3.	Utility Agreement	Nissan Utility Agreement.pdf	4.	Legal ad	REZ legal ad.docx
1.	Ordinance	REZ ORD 2015-25.doc												
2.	Maps	Clermont Nissan Maps.pdf												
3.	Utility Agreement	Nissan Utility Agreement.pdf												
4.	Legal ad	REZ legal ad.docx												

CITY OF CLERMONT
ORDINANCE No. 2015-25

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Lake Highlands 26-22-26 from northwest corner of Section 26, run south 89-26-50 east along north line 666.86 feet to northeast corner of Tract 8, south 0-01-49 west along said east line of Tract 8 a distance of 568.30 feet to southeast corner of Tract 8, being also a point on northerly right-of-way line of ACL RR right-of-way for point of beginning, continue south 0-01-49 west along east line of said Tract 9 and its extension northerly a distance of 582.77 feet to a point on northerly right-of-way line of SR 50, north 89-23-48 west along northerly right-of-way line 128.70 feet, north 0-36-12 east 18 feet, north 89-23-48 west 400 feet, south 0-36-12 west 18 feet, north 89-23-48 west 124.26 feet to a point on west line of Tract 9, said point also being east line of a 15 foot right-of-way, north 0-05-07 east along west line of said Tract 9 and its extension northerly a distance of 467.20 feet to a point on northerly right-of-way line of ACL RR, north 80-34-55 east along northerly line of RR right-of-way a distance of 620.78 feet, thence continue northeasterly along northerly right-of-way line of RR a curve to the left, an arc distance of 40.74 feet, said curve having a radius of 1826.84 feet, a delta angle of 01-16-40 and a chord bearing and distance of north 79-56-35 east 40.74 feet to point of beginning, being Tract 9 and that part of RR right-of-way lying north of Tract 9 lying between east and west line of Tract 9 extended northerly; PB 3, PG 52, ORB 4037, PG 1355, Public Records of Lake County, Florida.

Containing 7.7 acres, more or less

(Alternate Key 1118191) 16005 State Road 50; Clermont Nissan

From: UE Urban Estate
To: C-2 General Commercial

SECTION 2:

CITY OF CLERMONT
ORDINANCE No. 2015-25

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 3:

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 4:

The provisions of this Ordinance shall be effective as provided by law.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-25

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Clermont Nissan

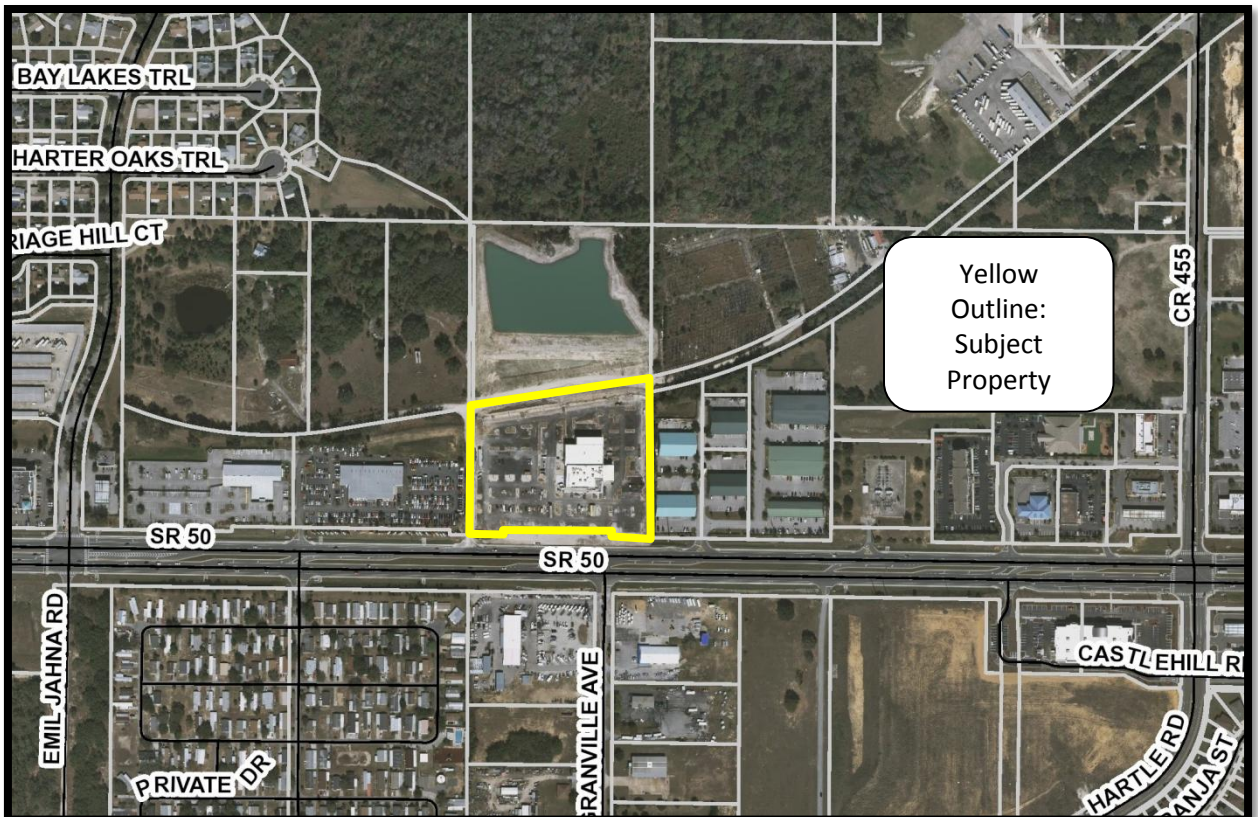
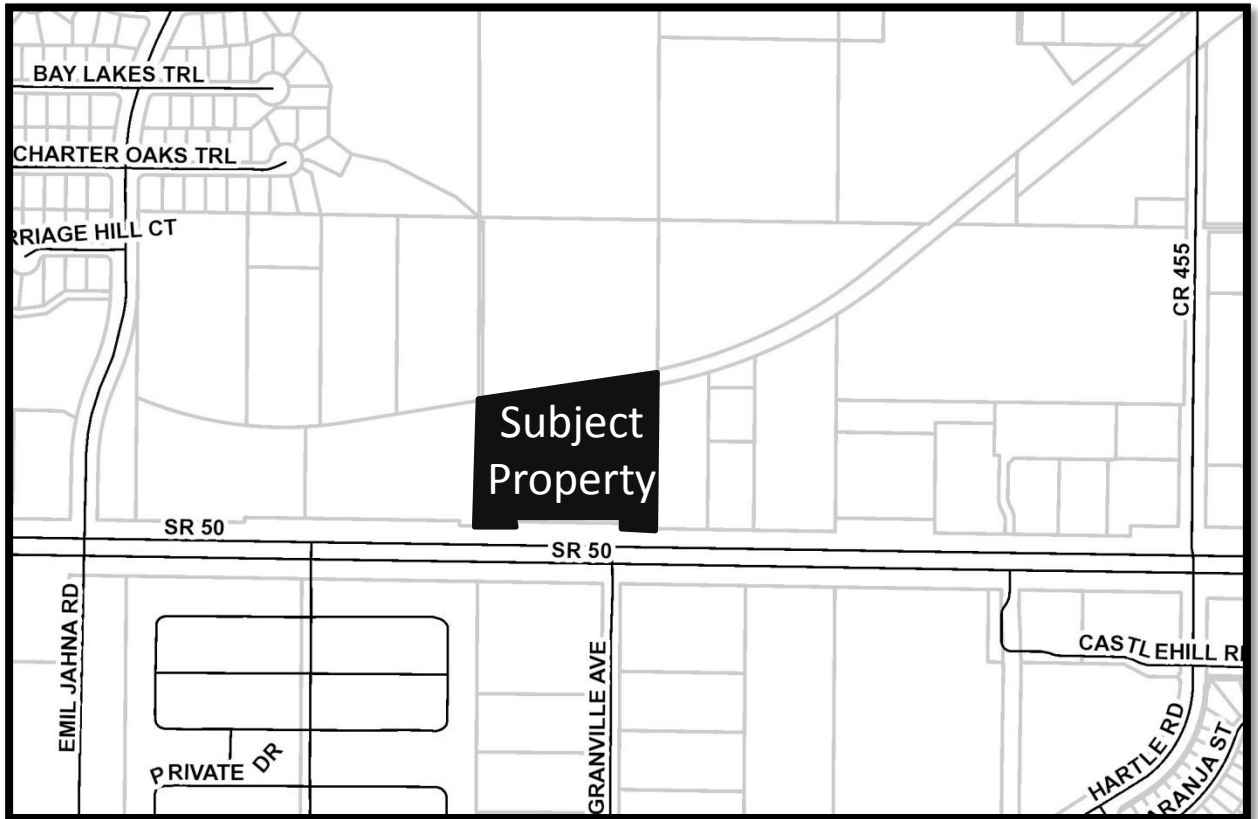


Exhibit – Future Land Use
Clermont Nissan

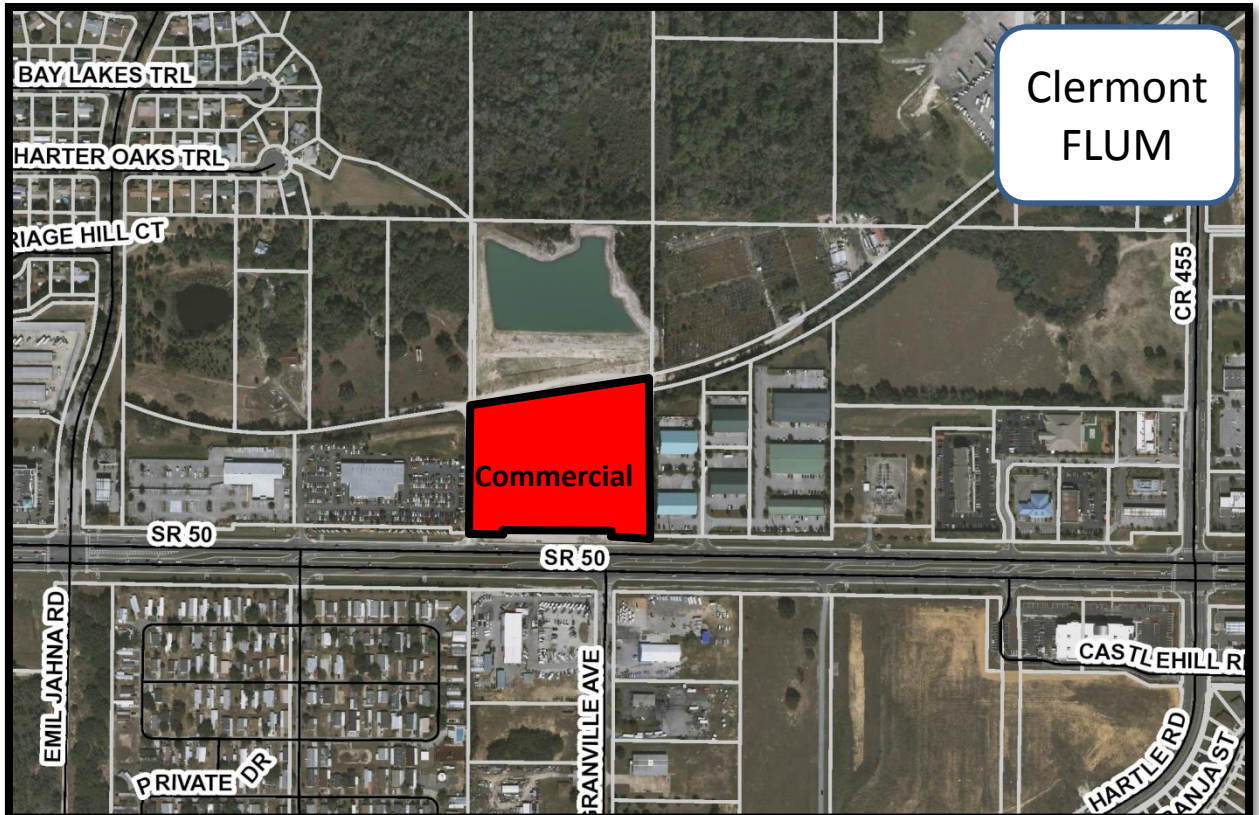
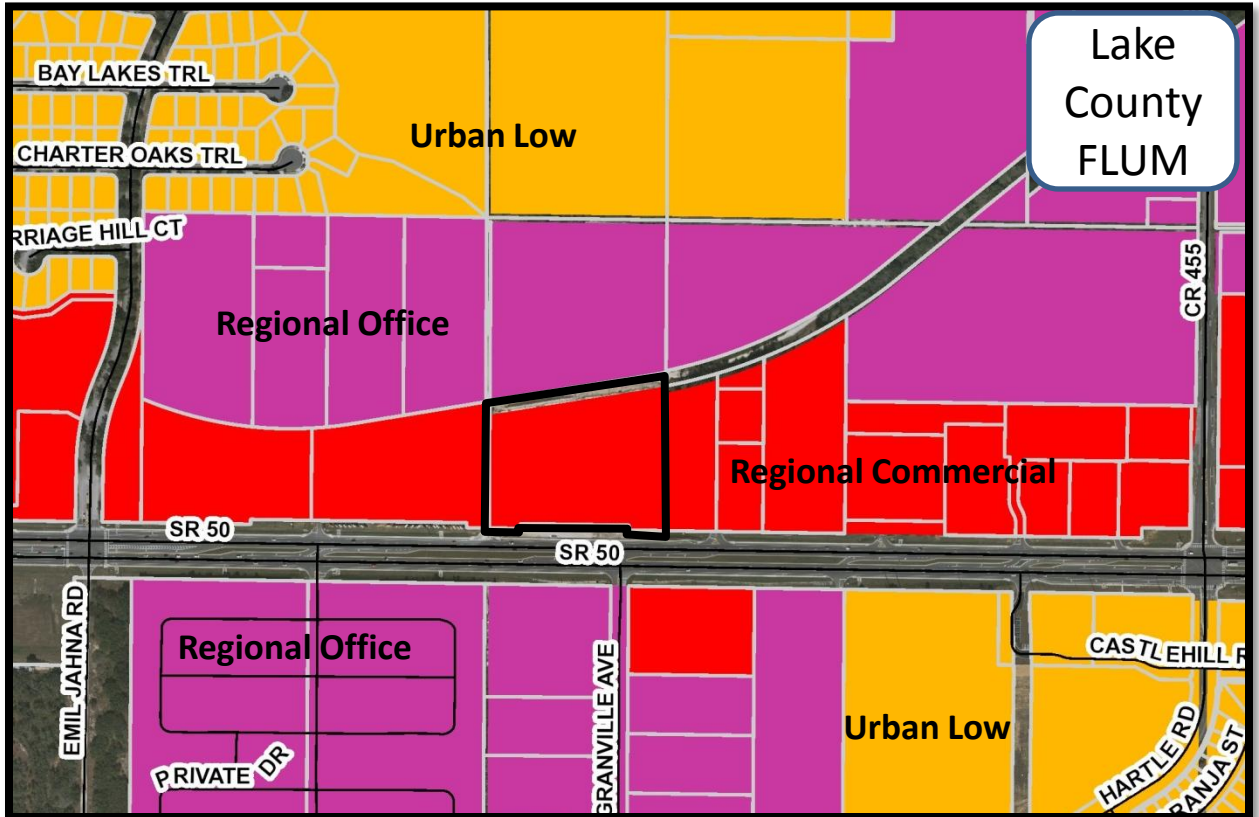
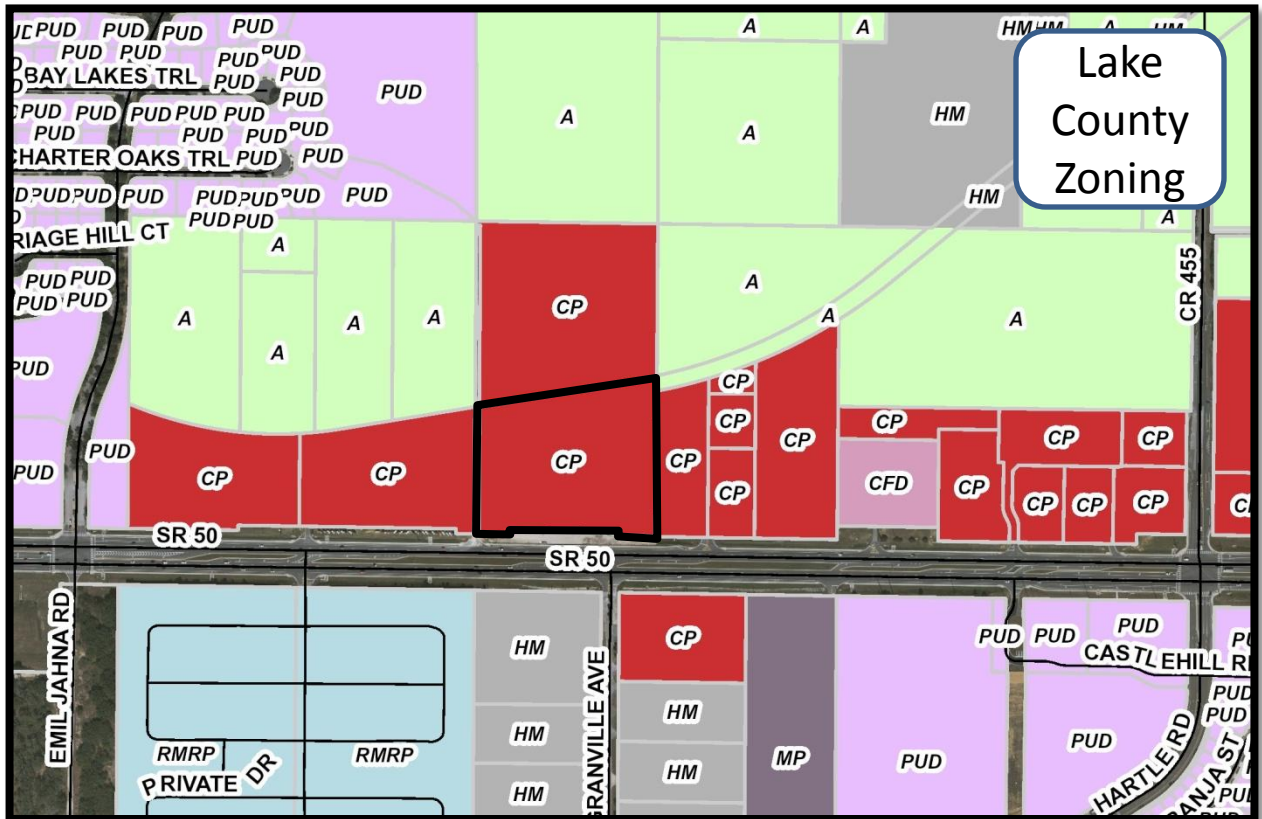


Exhibit – Zoning
Clermont Nissan



Return to:

City of Clermont
685 W. Montrose St
Clermont, FL 34711

**UTILITY SERVICE AGREEMENT
FOR WATER & WASTEWATER**

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Colonial Acquisitions, Inc. and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for a commercial establishment Automobile Dealership for uses to include sales, display, service, repair, paint, body work, storage, etc. with up to 45,000 sq. ft., which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve

the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The OWNER shall construct or be responsible for all access to the site which may include turn lanes from S.R. 50 into the development, along the southern property boundary line.
- 1.9 The existing utilities along State Road 50 must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.10 The utilities in the commercial property shall be privately owned and maintained, but shall be constructed to City standards.
- 1.11 Irrigation shall be provided by private well until such time that reuse water is available.
- 1.12 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.13 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.14 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.15 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.12 and 1.13 from the CITY in the form of Impact Fee Credits.

- 1.16 The Impact Fee Credits shall be established subject to Sections 1.12 and 1.13 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.17 Impact Fee Credits may not be transferred outside of the Property described on Exhibit "A" but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.
- 1.18 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.19 The City may require a looped system to provide reliability and redundancy to the property.
- 1.20 The point of sewer connection shall be coordinated with the existing utilities on the north side of State Road 50. The City will not accept ownership of utilities within the State Road 50 right-of-way.
- 1.21 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns, as approved by the City's Site Review Committee. No chain link shall be used in public view areas.
- 1.22 Parking of any vehicles outside the paved parking areas, or in any landscape buffers shall not be permitted.
- 1.23 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).
- 1.24 The development shall be in substantial compliance with the Dimension Plan shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.25 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.26 The Agreement shall be for commercial utility flow/demand for water at 6,000 gpd and sewer is 6,000 gpd, based on an annual average.

Section 2. DEVELOPMENT STANDARDS

- (a) The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- (b) The project shall be developed in substantial accordance with the Master Site Plan as submitted with the Utility Service Agreement request, dated 10/25/11 by Denham Engineering, LLC.

Section 3. WAIVER REQUESTS FOR THE PROPERTY

OWNER will request the following waivers from requirements imposed in the City of Clermont Code of Ordinances (the "Code") and CITY staff will support such requests:

(a) Retaining Wall Height.

- The north retaining wall height will be a maximum of 6 feet for 1,463 feet +/-.
- The east side retaining wall height shall be a maximum 6 feet for 125 feet +/-.
- The west side retaining wall height shall be 6 feet for 130 feet and a maximum 10 feet +/- for 140 feet +/- for a total 270 feet.
- Wall buffer landscaping shall be provided with trees and shrubs for all exposed walls facing perimeter properties. Perimeter landscape buffer must be provided, including those areas at the top of the walls.

(b) Customer Parking. Rather than basing the number of customer parking on the square footage of the overall commercial space for the project, the CITY agrees to base the number of customer parking spaces as follows:

- Dealer main building customer/sales area (7,716 square feet): 39 customer parking spaces
- C.V./Body Shop building customer area (513 square feet): 3 spaces

Accordingly, 42 customer parking spaces are required at a minimum for the project as indicated on the Site Plan. (51 are shown)

In addition, 45 employee parking spaces are provided.

(c) Product Inventory Space Size. The product inventory spaces shall be separated from customer parking spaces and will be nine feet by eighteen feet (9' x 18'). Customer parking spaces will be ten feet by twenty feet (10' x 20'). Handicapped (HC) parking spaces shall conform to ADA guidelines at 12' x 20' with a five (5) foot wide access ramp, and the number shall be based on required parking spaces per the LDC.

(d) Parking areas in the non-customer locations located north of the buildings as shown on the Dimension Plan in Exhibit "C" may have one landscape island of 300 sq. ft. every 15 parking spaces. All other areas south of the buildings shall maintain the required one landscape island every 10 parking spaces. Double stacking of inventory cars shall be permitted per the Dimension Plan.

(e) Cut and Fill Maximum Standard for Grading. The grading for the site shall be limited to a maximum 15 foot grade change in a cut or fill for the overall site with the exception of two areas:

- The north-central area shall be limited up to 26 feet fill for 1.95 acres (25.3%);
- The south-central area (adjacent to S.R. 50 ROW) shall be limited to up to 20 feet for 0.14 acre (1.8%) of the site. Both areas exceeding the 15 feet shall not exceed 2% over this excess fill.

- (f) Signage. A secondary front monument sign for the CV/Body Shop building may be permitted on the western front of the site up to 50% in size of the primary monument sign size. The primary monument sign shall be limited to 60 square feet of copy area, and in accordance with Section 102-15(a)(1)a. of the Clermont Land Development Code (LDC).

Section 4. ANNEXATION

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 5. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 6. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Colonial Acquisitions, Inc.
3776 West Colonial Drive
Orlando, FL 32808

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

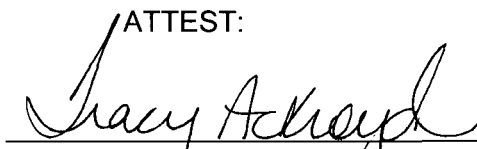
The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

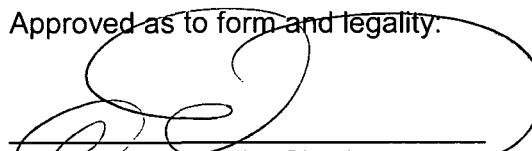
DATED this 8th day of November, 2011.

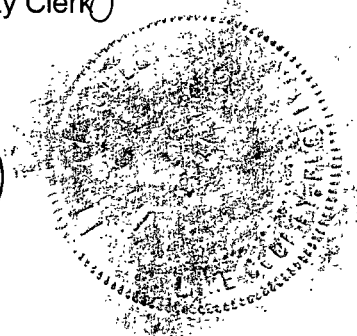
CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality.


Daniel F. Mantzaris, City Attorney



OWNER: Colonial Acquisitions, Inc.

R. L. Paul
Signature

Title: *V. Pres*

Raymond L. Paul
Print Name

STATE OF *FL*
COUNTY OF *Orange*

The foregoing instrument was acknowledged before me on this *5* day of *Dec*, 2011, by *Raymond L. Paul*, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public *C. Edwards* SEAL:
Type/print name *C. Edwards*

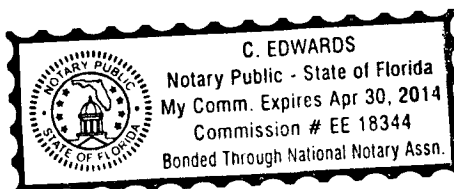


EXHIBIT "A"**PROPERTY DESCRIPTION****Owners:**

Colonial Acquisitions, Inc.

Description:

LAKE HIGHLANDS 26-22-26 FROM NW COR OF SEC 26 RUN S 89-26-50 E ALONG N LINE 666.86 FT TO NE COR OF TRACT 8, S 0-01-49 W ALONG SAID E LINE OF TRACT 8 A DIST OF 568.30 FT TO SE COR OF TRACT 8, BEING ALSO A POINT ON N'LY R/W LINE OF ACL RR R/W FOR POB, CONT S 0-01-49 W ALONG E LINE OF SAID TRACT 9 & ITS EXTENSION N'LY A DIST OF 582.77 FT TO A POINT ON N'LY R/W LINE OF SR 50, N 89-23-48 W ALONG N'LY R/W LINE 128.70 FT, N 0-36-12 E 18 FT, N 89-23-48 W 400 FT, S 0-36-12 W 18 FT, N 89-23-48 W 124.26 FT TO A POINT ON W LINE OF TRACT 9, SAID POINT ALSO BEING E LINE OF A 15 FT R/W, N 0-05-07 E ALONG W LINE OF SAID TRACT 9 & ITS EXTENSION N'LY A DIST OF 467.20 FT TO A POINT ON N'LY R/W LINE OF ACL RR, N 80-34-55 E ALONG N'LY LINE OF RR R/W A DIST OF 620.79 FT, THENCE CONT NE'LY ALONG N'LY R/W LINE OF RR, A CURVE TO THE LEFT, AN ARC DIST OF 40.74 FT, SAID CURVE HAVING A RADIUS OF 1826.84 FT, A DELTA ANGLE OF 01-16-40 & A CHORD BEARING & DIST OF N 79-56-35 E 40.74 FT TO POB, BEING TRACT 9 & THAT PART OF RR R/W LYING N OF TRACT 9 LYING BETWEEN E & W LINE OF TRACT 9 EXTENDED N'LY PB 3 PG 52 ORB 4037 PG 1355.

Containing 7.7 acres, more or less

Lake County Alternate Key Numbers:

1118191

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **8th day of November 2011**, between **Colonial Acquisitions, Inc.**, property owners in the County of Lake, State of Florida Grantor*, and the **CITY OF CLERMONT, FLORIDA**, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

WITNESSES (Two required):

Colonial Acquisitions, Inc.

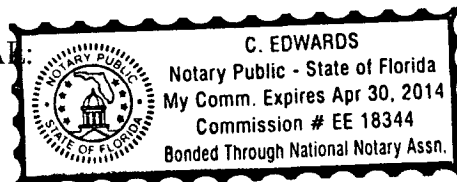
Witnesses

By: [Signature]
Signature1. [Signature]
Signature[Signature]
Type or print namePaul McNamara
Type or print nameBy: _____
Signature2. _____
Signature_____
Type or print name_____
Type or print nameSTATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 5 day of Dec, 2011, by Raymond Darwin Reed, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public [Signature]

SEAL:

Type/print name C Edwards

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

EXHIBIT "D"**LOCATION MAP****Colonial Acquisitions, Inc. (Reed Nissan)**

Aerial view:



\\Cityhall\shares\Planning and Zoning\JPA -Utility Agreements & Reviews\Nissan\Nissan Utility Services Agreement, CC11-8-11.doc

LEGAL NOTICE

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

ORDINANCE NO. 2015-25

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

Clermont Nissan
(Alternate Key 1118191)
16005 STATE ROAD 50

LEGAL DESCRIPTION

Lake Highlands 26-22-26 from northwest corner of Section 26, run south 89-26-50 east along north line 666.86 feet to northeast corner of Tract 8, south 0-01-49 west along said east line of Tract 8 a distance of 568.30 feet to southeast corner of Tract 8, being also a point on northerly right-of-way line of ACL RR right-of-way for point of beginning, continue south 0-01-49 west along east line of said Tract 9 and its extension northerly a distance of 582.77 feet to a point on northerly right-of-way line of SR 50, north 89-23-48 west along northerly right-of-way line 128.70 feet, north 0-36-12 east 18 feet, north 89-23-48 west 400 feet, south 0-36-12 west 18 feet, north 89-23-48 west 124.26 feet to a point on west line of Tract 9, said point also being east line of a 15 foot right-of-way, north 0-05-07 east along west line of said Tract 9 and its extension northerly a distance of 467.20 feet to a point on northerly right-of-way line of ACL RR, north 80-34-55 east along northerly line of RR right-of-way a distance of 620.78 feet, thence continue northeasterly along northerly right-of-way line of RR a curve to the left, an arc distance of 40.74 feet, said curve having a radius of 1826.84 feet, a delta angle of 01-16-40 and a chord bearing and distance of north 79-56-35 east 40.74 feet to point of beginning, being Tract 9 and that part of RR right-of-way lying north of Tract 9 lying between east and west line of Tract 9 extended northerly; PB 3, PG 52, ORB 4037, PG 1355, Public Records of Lake County, Florida.

Containing 7.7 acres, more or less

FROM UE Urban Estate
TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, April 7, 2015 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, April 28, 2015 at 6:00 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 14, 2015





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 7, 2015		
Agenda Item Name		
Ordinance No. 2015-27; Headquarter Honda		
Requested Action		
Move to recommend approval of Ordinance 2015-27.		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on July 15, 2008. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 9.34 acres, has been developed as an auto dealership, Headquarter Honda. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the future land use map amendment from Lake County Regional Commercial to Commercial in the City.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	CPA Ord. 2015-27.doc	
2. Maps	Headquarter Honda Maps.pdf	
3. Utility Agreement	Honda Utility Agreement.pdf	
4. Legal ad	CPA legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

Johns Lake Plaza, Sub Lot 1, 2, 3, 4, 5, 6, 7, 8, 9 and Sub Tract A; PB 55, PG 51-52, Public Records of Lake County, Florida.

Containing 9.34 acres, more or less

Alternate Key 1037409; 17700 State Road 50

CITY OF CLERMONT
ORDINANCE No. 2015-27

CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL

Section 2.

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-27

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of April, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Headquarter Honda

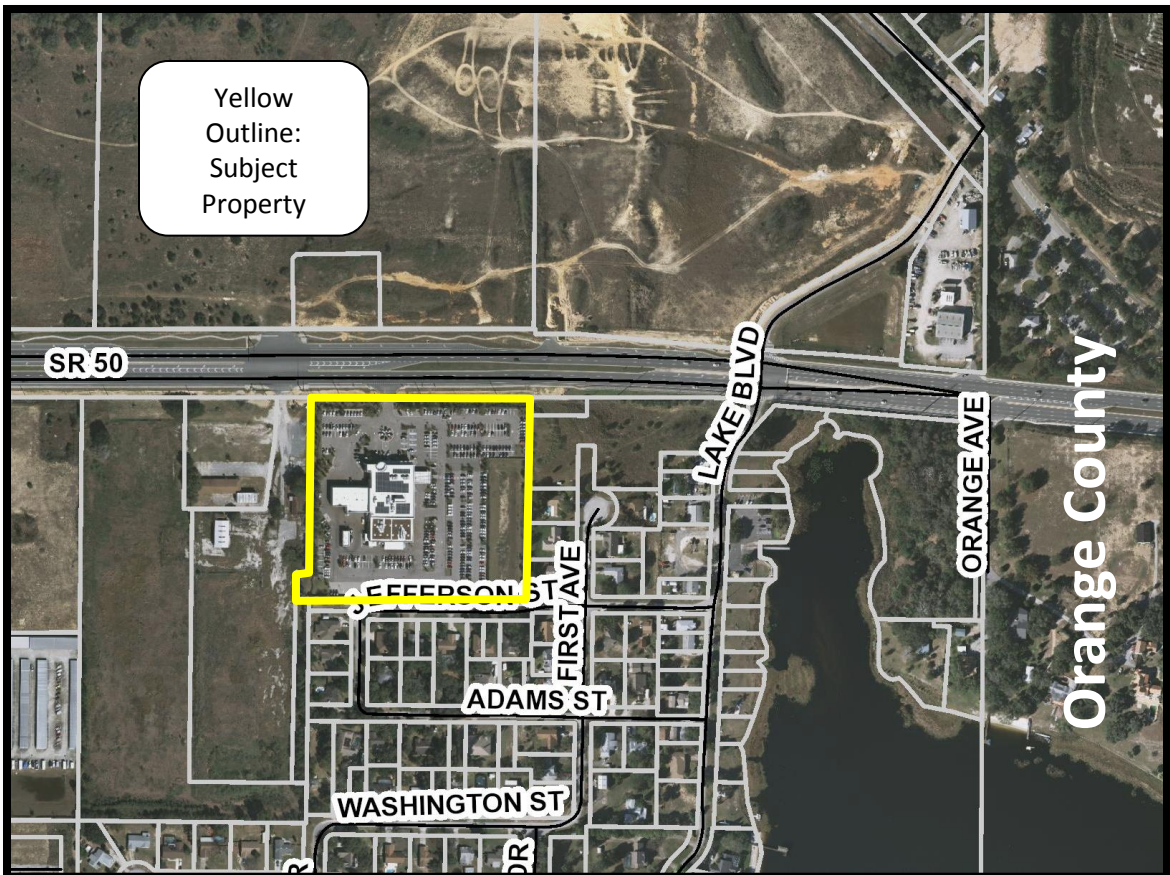
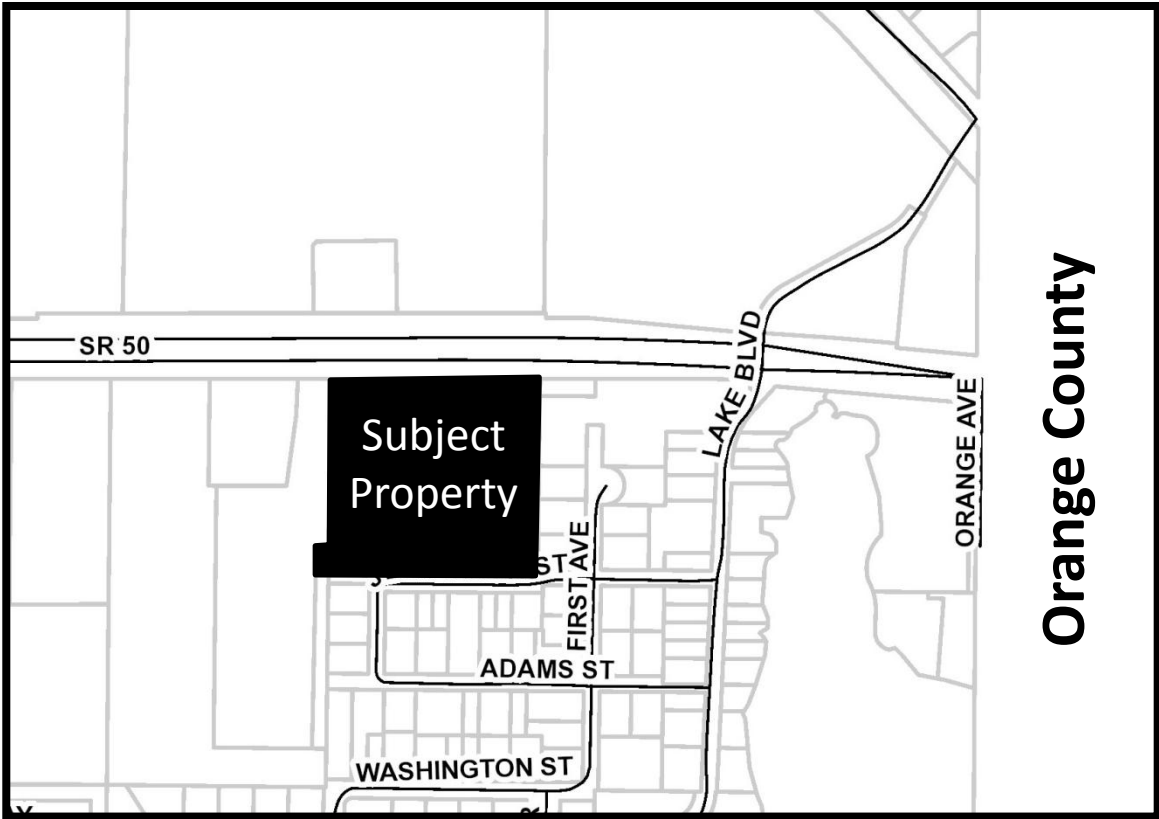


Exhibit – Future Land Use
Headquarter Honda

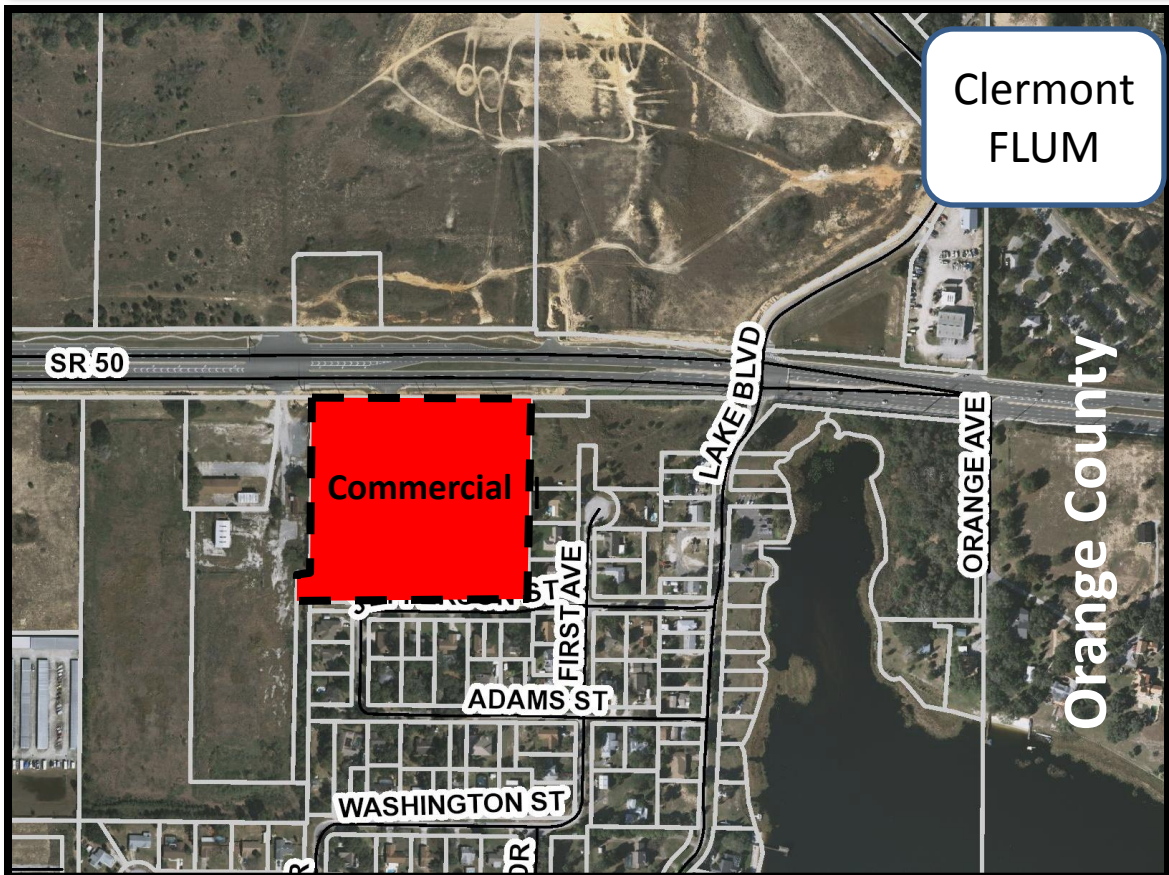
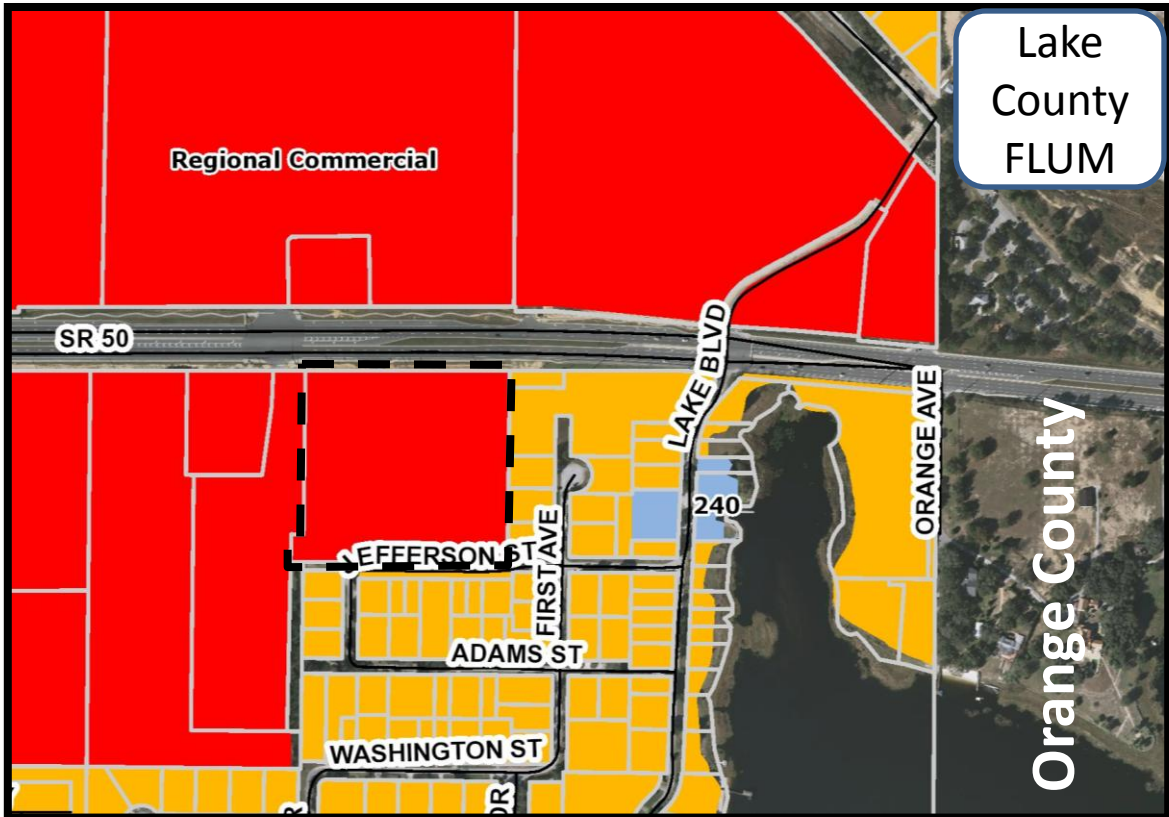
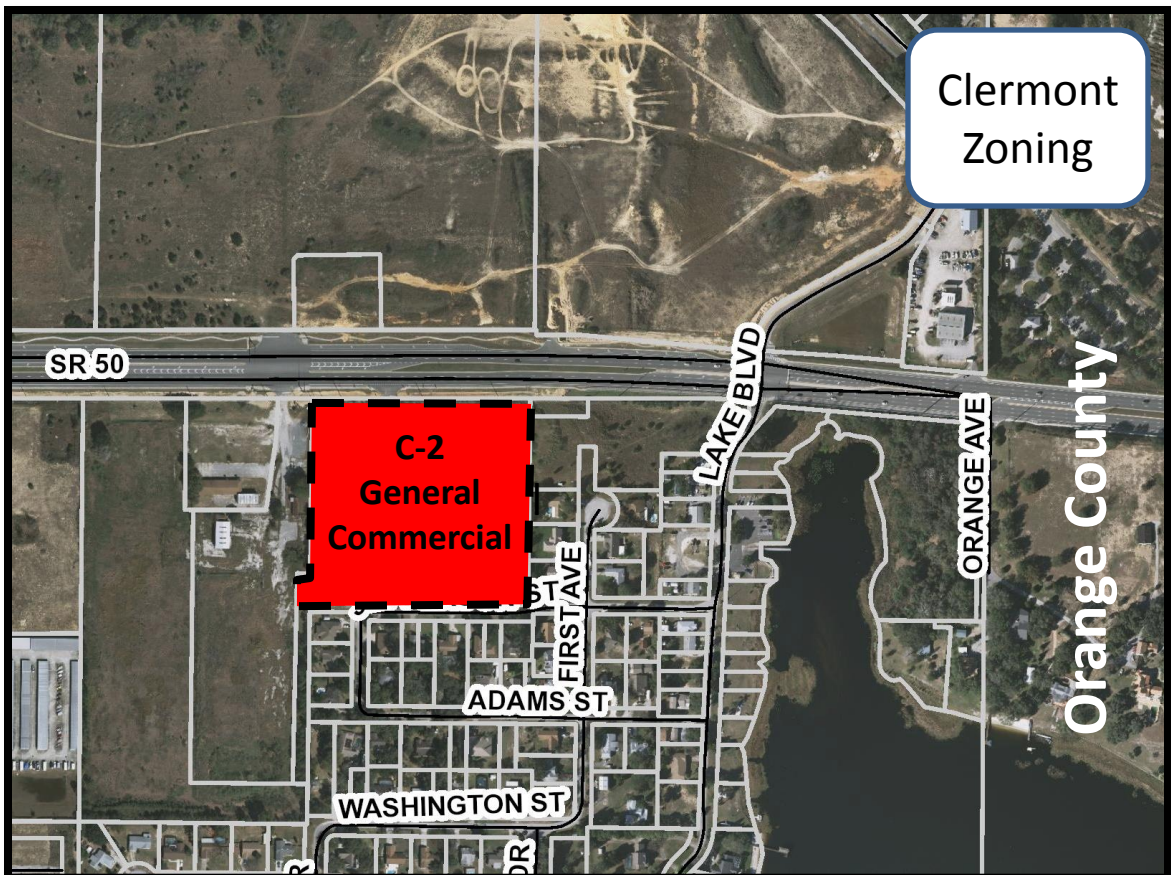


Exhibit – Zoning
Headquarter Honda



WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Room 4, Inc. & Johns Lake Plaza Owners Association, and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service to a mixed use Planned Unit Development with single family residential, multi-family residential and commercial which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the Property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY. The connection point or points will be those closest to the Property.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property. However, the CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.8 Turn lanes currently exist for the project, and the OWNER shall coordinate with FDOT, if necessary, concerning road widening
- 1.9 The existing utilities along State Road 50 must stay in service throughout construction. If in order for the existing utilities to remain in service the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.10 The utilities in the commercial properties shall be privately owned and maintained, but shall be constructed to City standards.
- 1.11 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.12 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.13 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.7, 1.11 and 1.2 from the CITY in the form of Impact Fee Credits.
- 1.14 The Impact Fee Credits shall be established subject to Sections 1.7, 1.11 and 1.12 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.15 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

- 1.16 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.17 A 12-inch water main shall be constructed from the connection point at State Road 50 west of the project to the western property boundary of the site. The water main shall be located within a minimum 15-foot easement and not in the SR 50 right-of-way. The water main shall be constructed under SR 50 via jack and bore to connect to the future water main along the north side of SR50.
- 1.18 The point of sewer connection shall be coordinated with the existing utilities along State Road 50. The City will not accept ownership of utilities within the State Road 50 right-of-way
- 1.19 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns. No chain link shall be used in public view areas.
- 1.20 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. WAIVER REQUESTS FOR THE PROPERTY

- 3.1 OWNER will request the following waivers from requirements imposed in the City of Clermont Code of Ordinances (the "Code") and CITY staff will support such requests:
 - (a) Customer Parking. Rather than basing the number of customer parking on the square footage of the overall commercial space for the project, the CITY agrees to base the number of customer parking spaces on the size of the administration/sales area (6,298 square feet). Accordingly, 32 customer parking spaces shall be provided at a minimum.
 - (b) Product Inventory Space Size. The product inventory and employee parking spaces shall be separated from customer parking spaces and may be nine feet by eighteen feet. Customer parking spaces will be ten feet by twenty feet.
 - (c) Parking areas in the non-customer locations located south of the service area drop off at the sales/service building may have one landscape island every 15 parking spaces. All other areas north of the drop off area shall maintain the required one landscape island every 10 parking spaces. The line establishing this distinction of locations for landscape islands is depicted on Sheet No. 1, Headquarter Honda Utility Agreement Exhibit prepared by Montverde Engineering, Inc. attached hereto as Exhibit C.

- (d) Building façade landscaping requirements may be reduced by up to 50% as consideration for OWNER'S use of a green wall and green roof over a portion of the OWNER improvements.

Section 4. ANNEXATION

3.1 OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a Notice of Encumbrance To Annex Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 5. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 6. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL. 34712-0219

OWNERS

Room 4, Inc.
c/o Mr. Neil R. Britt
P.O. Box 651
Winter Garden, FL 34777-0098

Johns Lake Plaza Owners Association
c/o Mr. Neil R. Britt
P.O. Box 770098
Winter Garden, FL 43777-0098

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

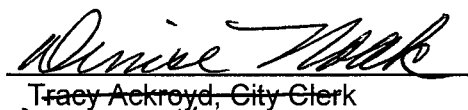
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through Harold S. Turville, Jr., Mayor.

DATED this 8TH day of July, 2008.

CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk
Denise N. Ackroyd
Deputy City Clerk

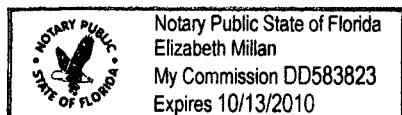
OWNER: Room 4, Inc. & Johns Lake Plaza Owners Association

Robert N. Britt Title: Pres.
Signature

ROBERT N. BRITT
Print Name
STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Robert N. Britt, as President of Room 4, Inc., who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 15 day of July, 2008.




Notary Public

1. USA Ability Agreement & Records Management Agreement Set

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Room 4, Inc.
&
Johns Lake Plaza Owners Association

Descriptions:

Johns Lake Plaza Sub Lot 1, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 2, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 3, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 4, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 5, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 6, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 7, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 8, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 9, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Tract A, Plat Book 55, Page 51-52

Total: Containing 9.345 acres, more or less.

Lake County Alternate Key Numbers:

3839973
3839976
3839977
3839979
3839980
3839981
3839982
3839983
3839984
3839985

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **24th day of June, 2008**, between **Room 4, Inc. & Johns Lake Plaza Owners Association**, property owners in the County of Lake, State of Florida Grantor*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):
~~XXXXXXXXXXXX~~

WITNESSES

~~XXXXXX~~

~~Johns Lake Plaza Owners Association~~

PROPERTY OWNER(S)

~~XXXXXXXXXXXX~~

ROOM 4, Inc. &

JOHNS LAKE PLAZA OWNERS ASSOCIATION

~~XXXXXX~~

By: Elizabeth Millan
Signature

Elizabeth Millan

Type or print name

By: William N. Asma
Signature

William N. Asma

Type or print name

1. Robert N Britt
Signature

ROBERT N BRITT

Type or print name

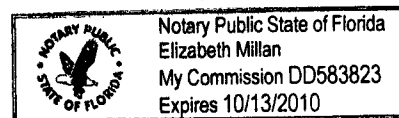
2. _____
Signature

Type or print name

STATE OF Florida
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 15 day of July, 2008, by Robert Neil Britt, who is personally known to me or who has produced as identification and who did not take an oath.

SEAL:



Notary Public Elizabeth Millan Type/print name **Elizabeth Millan**

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Room 4, Inc.
&
Johns Lake Plaza Owners Association

Descriptions:

Johns Lake Plaza Sub Lot 1, Plat Book 55, Page 51-52
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Lake County Alternate Key Numbers:

3839973
3839976
3839977
3839979
3839980
3839981
3839982
3839983
3839984
3839985

Room 4, Inc. & Johns Lake Plaza Owners Association (Honda)

Aerial view:



The quality of this image
is equivalent to the quality
of the original document.

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2015-27

The City of Clermont will hold public hearings Tuesday, April 7, 2015 at 6:30 p.m. before the Planning and Zoning Commission; Tuesday, April 14, 2015 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, April 28, 2015 (final reading of the adoption ordinance) at 6:00 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 9.34 +/-acre parcel below from Lake County Regional Commercial to Commercial. Alternate Key 1037409.



Location: 17700 SR 50; Headquarter Honda

Ordinance #2015-27:

An ordinance of the City of Clermont, Florida, adopting the small-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the small-scale comprehensive plan amendment; setting forth the purpose and intent of the small-scale comprehensive plan amendment; providing for the adoption of the small-scale comprehensive plan amendment; establishing the legal status of the small-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 24, 2015 and April 14, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, April 7, 2015														
Agenda Item Name														
Ordinance No. 2015-28; Headquarter Honda														
Requested Action														
Move to recommend approval of Ordinance 2015-28.														
Staff Report														
This administrative request is being heard concurrently with requests for annexation and a small-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on July 15, 2008. The property is improved and is receiving water and sewer services from the City. The property, approximately 9.34 acres, has been developed as an auto dealership, Headquarter Honda. The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Commercial District) to the City's C-2 General Commercial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. Staff recommends approval of the rezoning to C-2 General Commercial.														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table border="0"><tr><td>1.</td><td>Ordinance</td><td>REZ ORD 2015-28.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Headquarter Honda Maps.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>Honda Utility Agreement.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>REZ legal ad.docx</td></tr></table>			1.	Ordinance	REZ ORD 2015-28.doc	2.	Maps	Headquarter Honda Maps.pdf	3.	Utility Agreement	Honda Utility Agreement.pdf	4.	Legal ad	REZ legal ad.docx
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CITY OF CLERMONT
ORDINANCE No. 2015-28

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

Johns Lake Plaza, Sub Lot 1, 2, 3, 4, 5, 6, 7, 8, 9 and Sub Tract A; PB 55, PG 51-52, Public Records of Lake County, Florida.

Containing 9.34 acres, more or less

Alternate Key 1037409; 17700 State Road 50

From: UE Urban Estate
To: C-2 General Commercial

SECTION 2:

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 3:

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 4:

The provisions of this Ordinance shall be effective as provided by law.

Location map:

CITY OF CLERMONT
ORDINANCE No. 2015-28



CITY OF CLERMONT
ORDINANCE No. 2015-28

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Headquarter Honda

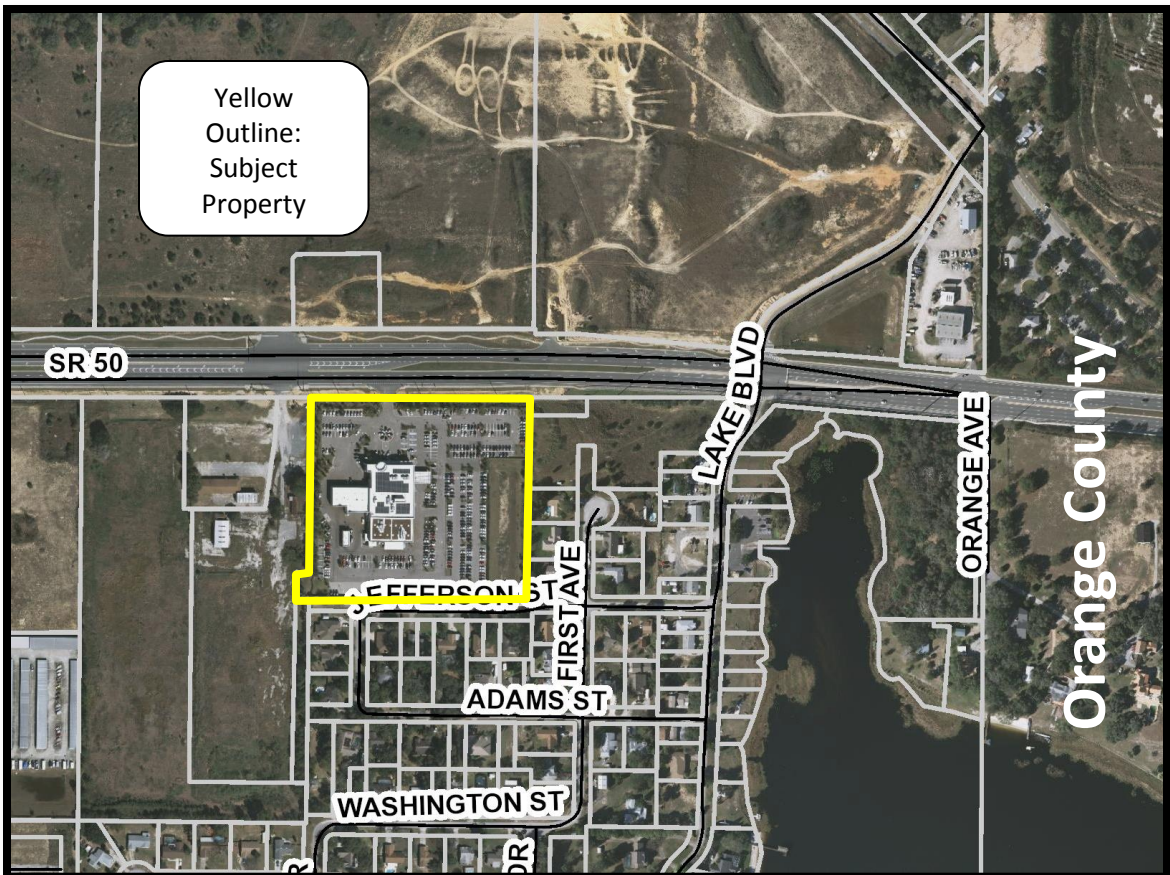
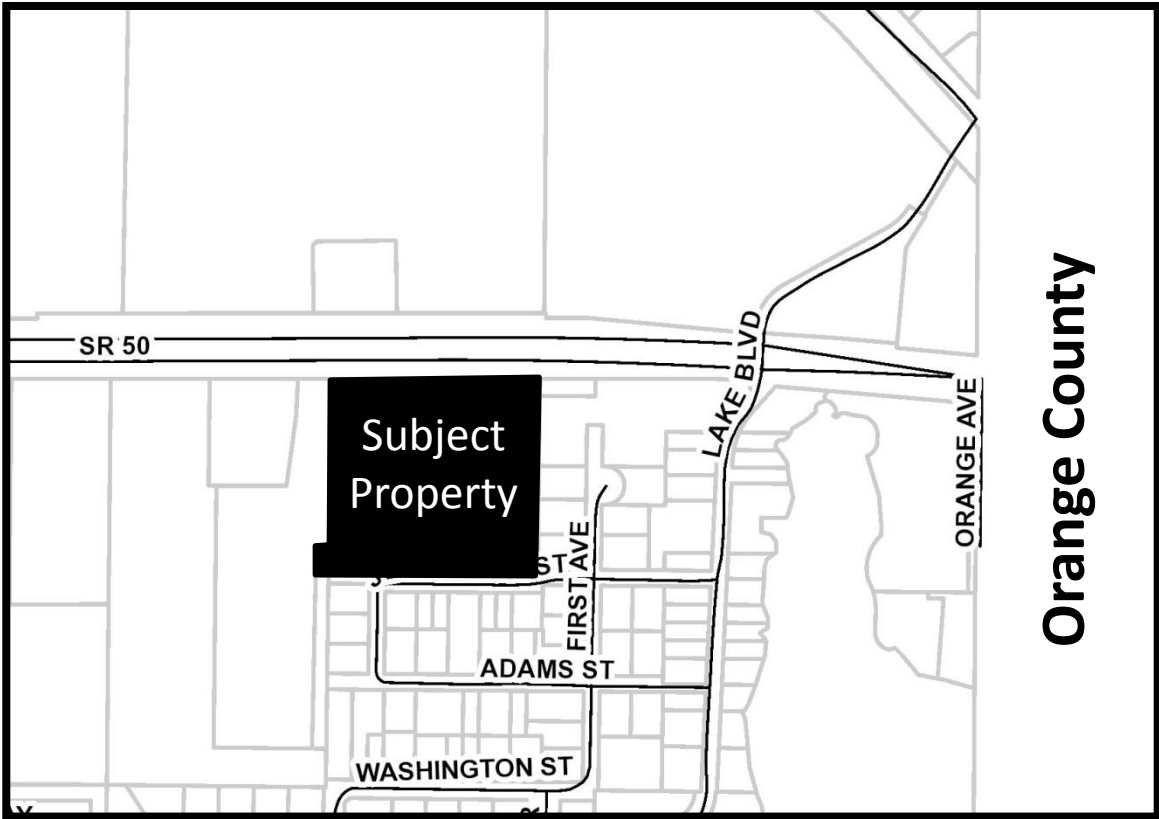


Exhibit – Future Land Use
Headquarter Honda

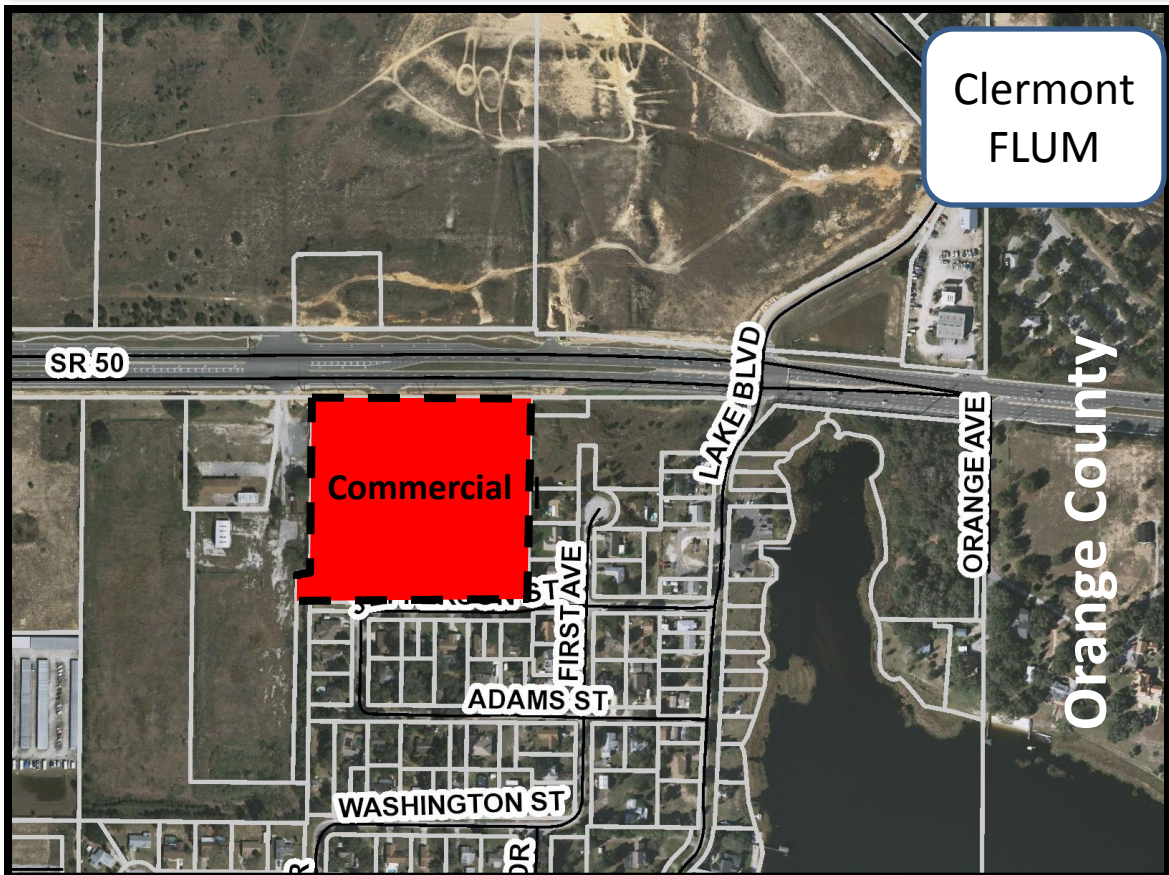
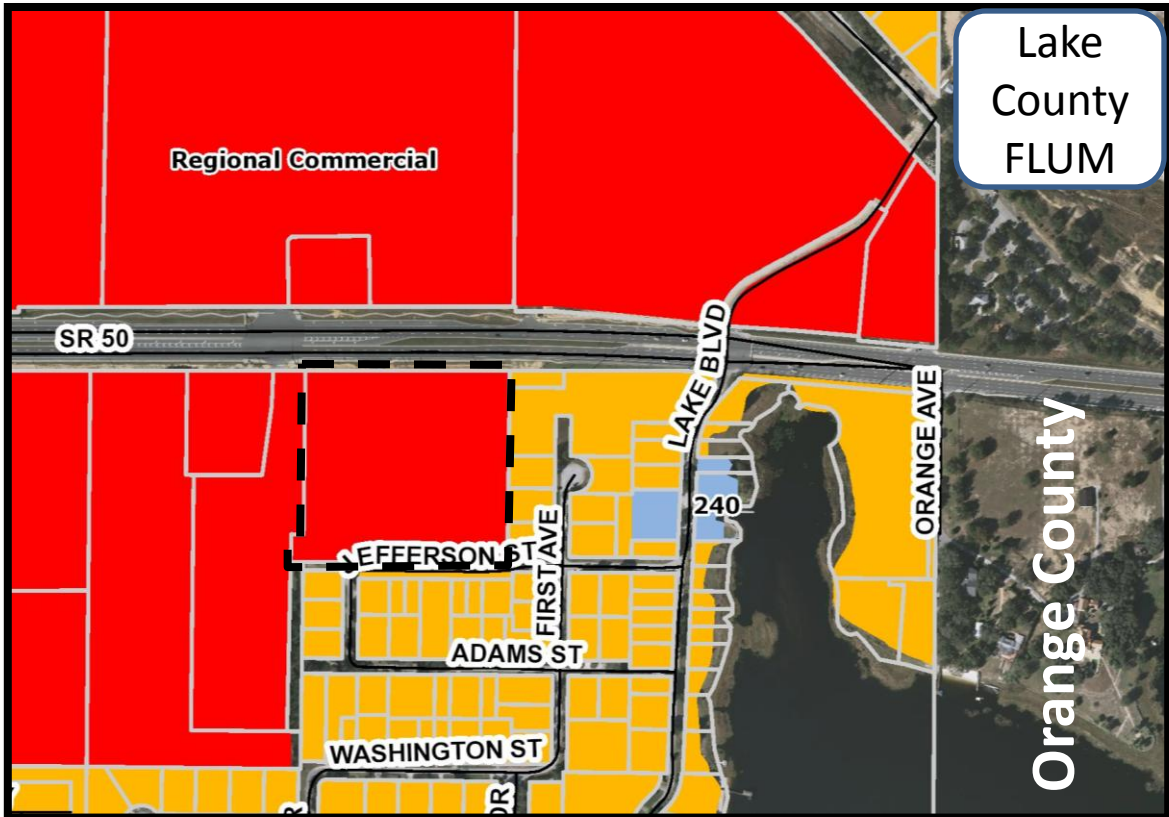
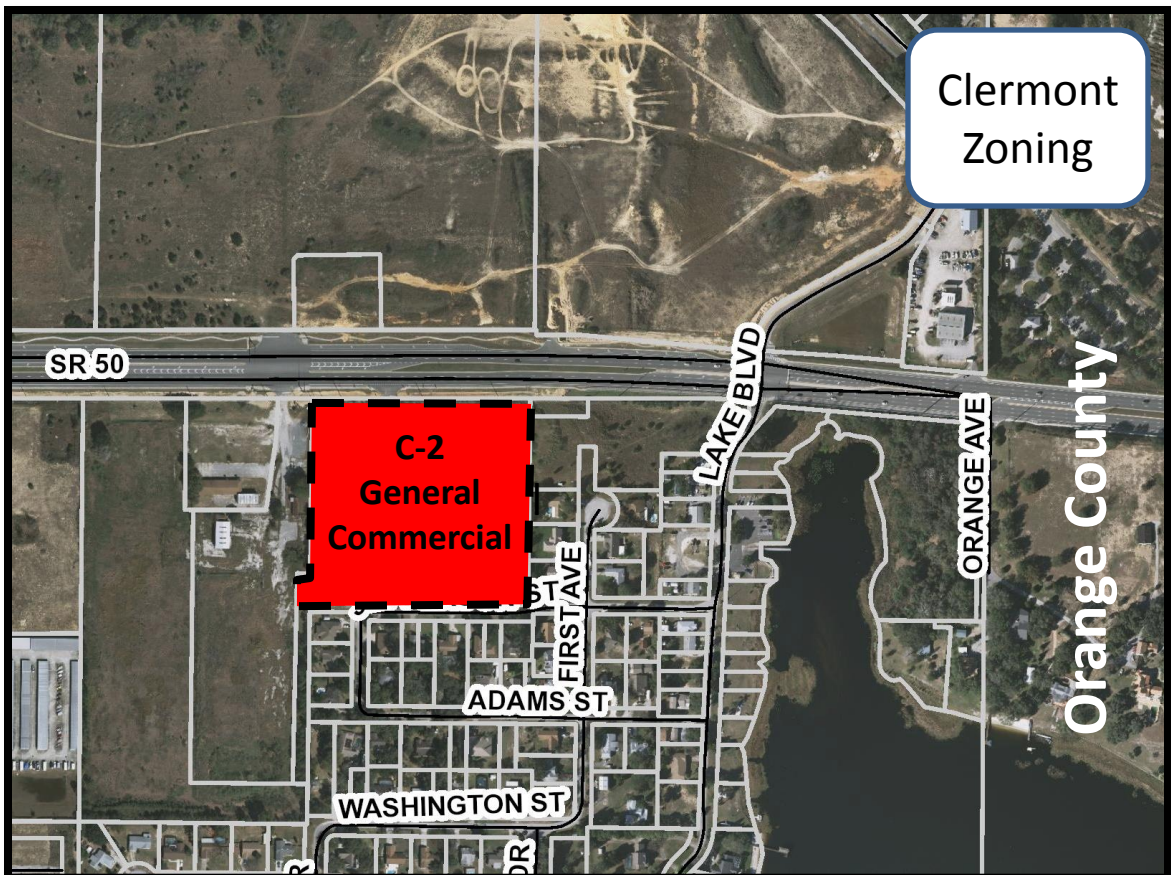


Exhibit – Zoning
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- 1.13 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.7, 1.11 and 1.2 from the CITY in the form of Impact Fee Credits.
- 1.14 The Impact Fee Credits shall be established subject to Sections 1.7, 1.11 and 1.12 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
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- 1.16 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.17 A 12-inch water main shall be constructed from the connection point at State Road 50 west of the project to the western property boundary of the site. The water main shall be located within a minimum 15-foot easement and not in the SR 50 right-of-way. The water main shall be constructed under SR 50 via jack and bore to connect to the future water main along the north side of SR50.
- 1.18 The point of sewer connection shall be coordinated with the existing utilities along State Road 50. The City will not accept ownership of utilities within the State Road 50 right-of-way
- 1.19 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns. No chain link shall be used in public view areas.
- 1.20 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. WAIVER REQUESTS FOR THE PROPERTY

- 3.1 OWNER will request the following waivers from requirements imposed in the City of Clermont Code of Ordinances (the "Code") and CITY staff will support such requests:
 - (a) Customer Parking. Rather than basing the number of customer parking on the square footage of the overall commercial space for the project, the CITY agrees to base the number of customer parking spaces on the size of the administration/sales area (6,298 square feet). Accordingly, 32 customer parking spaces shall be provided at a minimum.
 - (b) Product Inventory Space Size. The product inventory and employee parking spaces shall be separated from customer parking spaces and may be nine feet by eighteen feet. Customer parking spaces will be ten feet by twenty feet.
 - (c) Parking areas in the non-customer locations located south of the service area drop off at the sales/service building may have one landscape island every 15 parking spaces. All other areas north of the drop off area shall maintain the required one landscape island every 10 parking spaces. The line establishing this distinction of locations for landscape islands is depicted on Sheet No. 1, Headquarter Honda Utility Agreement Exhibit prepared by Montverde Engineering, Inc. attached hereto as Exhibit C.

- (d) Building façade landscaping requirements may be reduced by up to 50% as consideration for OWNER'S use of a green wall and green roof over a portion of the OWNER improvements.

Section 4. ANNEXATION

3.1 OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a Notice of Encumbrance To Annex Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 5. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 6. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL. 34712-0219

OWNERS

Room 4, Inc.
c/o Mr. Neil R. Britt
P.O. Box 651
Winter Garden, FL 34777-0098

Johns Lake Plaza Owners Association
c/o Mr. Neil R. Britt
P.O. Box 770098
Winter Garden, FL 43777-0098

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

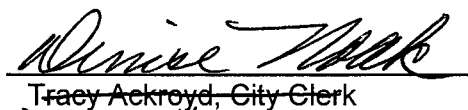
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through Harold S. Turville, Jr., Mayor.

DATED this 8TH day of July, 2008.

CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk
Denise N. Ackroyd
Deputy City Clerk

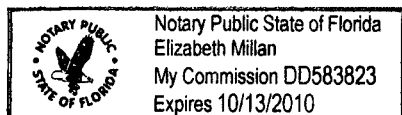
OWNER: Room 4, Inc. & Johns Lake Plaza Owners Association

Robert N. Britt Title: Pres.
Signature

ROBERT N. BRITT
Print Name
STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Robert N. Britt, as President of Room 4, Inc., who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 15 day of July, 2008.




Notary Public

1. USA Ability Agreement & Records Management Agreement Set

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Room 4, Inc.
&
Johns Lake Plaza Owners Association

Descriptions:

Johns Lake Plaza Sub Lot 1, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 2, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 3, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 4, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 5, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 6, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 7, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 8, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 9, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Tract A, Plat Book 55, Page 51-52

Total: Containing 9.345 acres, more or less.

Lake County Alternate Key Numbers:

3839973
3839976
3839977
3839979
3839980
3839981
3839982
3839983
3839984
3839985

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **24th day of June, 2008**, between **Room 4, Inc. & Johns Lake Plaza Owners Association**, property owners in the County of Lake, State of Florida Grantor*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Exhibit "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):
~~XXXXXXXXXXXX~~

WITNESSES

~~XXXXXX~~

~~Johns Lake Plaza Owners Association~~

PROPERTY OWNER(S)

~~XXXXXXXXXXXX~~

ROOM 4, Inc. &

JOHNS LAKE PLAZA OWNERS ASSOCIATION

~~XXXXXX~~

By: Elizabeth Millan
Signature

Elizabeth Millan

Type or print name

By: William N. Asma
Signature

William N. Asma

Type or print name

1. Robert N Britt
Signature

ROBERT N BRITT

Type or print name

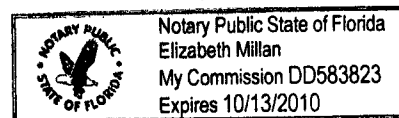
2. _____
Signature

Type or print name

STATE OF Florida
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 15 day of July, 2008, by Robert Neil Britt, who is personally known to me or who has produced as identification and who did not take an oath.

SEAL:



Notary Public Elizabeth Millan Type/print name **Elizabeth Millan**

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Room 4, Inc.
&
Johns Lake Plaza Owners Association

Descriptions:

Johns Lake Plaza Sub Lot 1, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 2, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 3, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 4, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 5, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 6, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 7, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 8, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Lot 9, Plat Book 55, Page 51-52
Johns Lake Plaza Sub Tract A, Plat Book 55, Page 51-52

Total: Containing 9.345 acres, more or less.

Lake County Alternate Key Numbers:

3839973
3839976
3839977
3839979
3839980
3839981
3839982
3839983
3839984
3839985

Room 4, Inc. & Johns Lake Plaza Owners Association (Honda)

Aerial view:



The quality of this image
is equivalent to the quality
of the original document.

LEGAL NOTICE

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

ORDINANCE NO. 2015-28

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

Headquarter Honda
(Alternate Key 1037409)
17700 STATE ROAD 50

LEGAL DESCRIPTION

Johns Lake Plaza, Sub Lot 1, 2, 3, 4, 5, 6, 7, 8, 9 and Sub Tract A; PB 55, PG 51-52, Public Records of Lake County, Florida.

Containing 9.34 acres, more or less

FROM UE Urban Estate
TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, April 7, 2015 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, April 28, 2015 at 6:00 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 14, 2015

Location map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 7, 2015		
Agenda Item Name		
Ordinance No. 2015-30; Napleton Clermont and Lake County Sheriff's Office		
Requested Action		
Move to recommend approval of Ordinance 2015-30		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on April 22, 2003. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 11.2 acres, has been developed as an auto dealership, Napleton Clermont Chrysler Jeep Dodge, and the Lake County Sheriff's South Lake Annex. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in June. Staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	CPA ORD 2015-30.doc	
2. Maps	Napleton Clermont Maps.pdf	
3. Utility Agreement	Napleton Utility Agreement.pdf	
4. Legal ad	CPA Ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

A parcel of land located in the northeast $\frac{1}{4}$, Section 27, Township 22 south, Range 26 east, Lake County Florida, more particularly described as follows:

Commencing at the north $\frac{1}{4}$ corner of said section 27; thence south 89°13'47" east along the north line of said northeast $\frac{1}{4}$ a distance of 1340.20 feet to a point on the east line of Greater Hills, Phase I, as recorded in PB 30, PG 42, of the official records of Lake

CITY OF CLERMONT
ORDINANCE No. 2015-30

County, Florida; thence leaving the north line of said northeast ¼ south 0o07'47" west along the east line of said Greater Hills Phase I, a distance of 693.79 feet to a point on the northerly right-of-way line of the former ACL RR (50 foot right-of-way), said point also being the point of beginning:

Thence leaving the east line of said Greater Hills, Phase I, southeasterly along a non-tangent curve to the left, being also along the northerly right-of-way line of said ACL RR, an arc distance of 797.21 feet (said curve having a radius of 1422.00 feet, a delta angle of 32o07'17", and a chord bearing and distance of south 83o22'38" east 786.81 feet) to a point; thence continuing along the northerly right-of-way line of said ACL RR north 80o34'55" east a distance of 498.07 feet to a point on the east line of said northeast ¼ thence leaving the northerly right-of-way line of said ACL RR south 0o05'07" west along the east line of said northeast ¼ a distance of 454.55 feet to a point on the northerly right-of-way line of State Route 50 (variable right-of-way); thence leaving the east line of said northeast ¼ north 89o23'48" west along the northerly right-of-way line of said State Route 50, a distance of 80.74 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 0o36'12" east a distance of 18.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 89o23'48" west a distance of 800.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, south 0o36'12" west a distance of 18.00 to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 89o23'48" west a distance of 412.59 feet to a point on the east line of said Greater Hills, Phase I; thence leaving the northerly right-of-way line of said State Road 50, north 0o07'47" east along the east line of said Greater Hills, Phase I, a distance of 450.39 feet to the point of beginning.

Containing 11.2 acres, more or less

Alternate Keys 3815486 and 3329198; 15855 and 15859 State Road 50

**CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY – REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL**

Section 2.

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

Section 3.

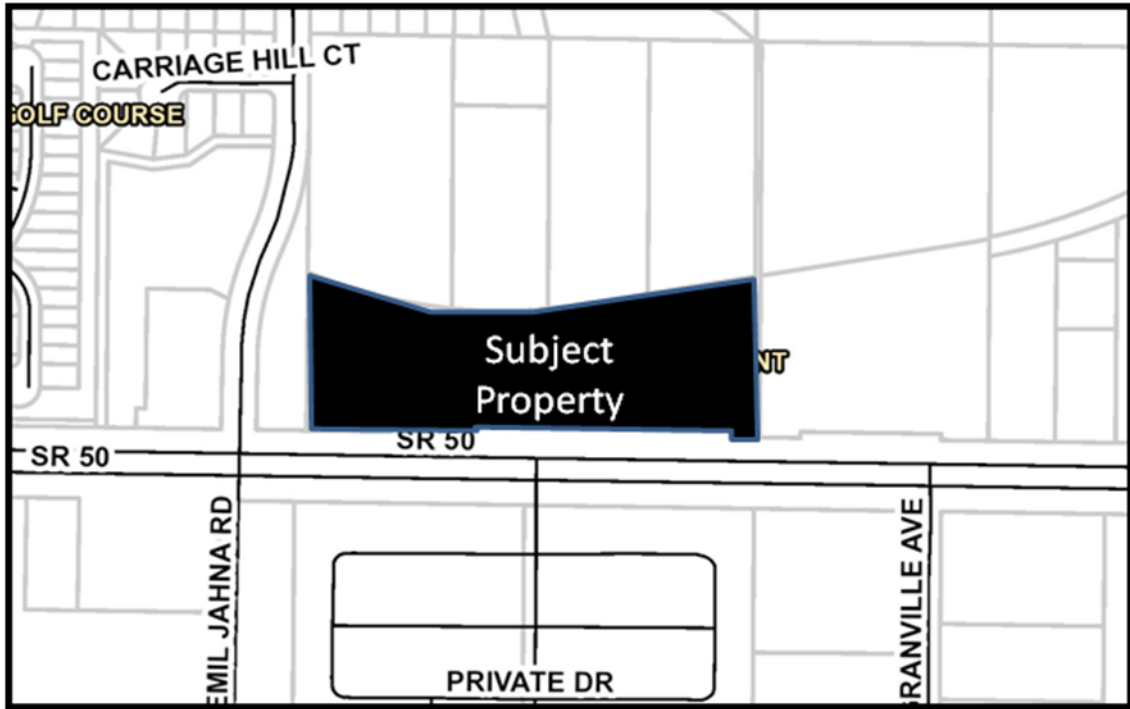
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

CITY OF CLERMONT
ORDINANCE No. 2015-30

Section 4.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-30

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of June, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Napleton Clermont/Sheriff's Annex

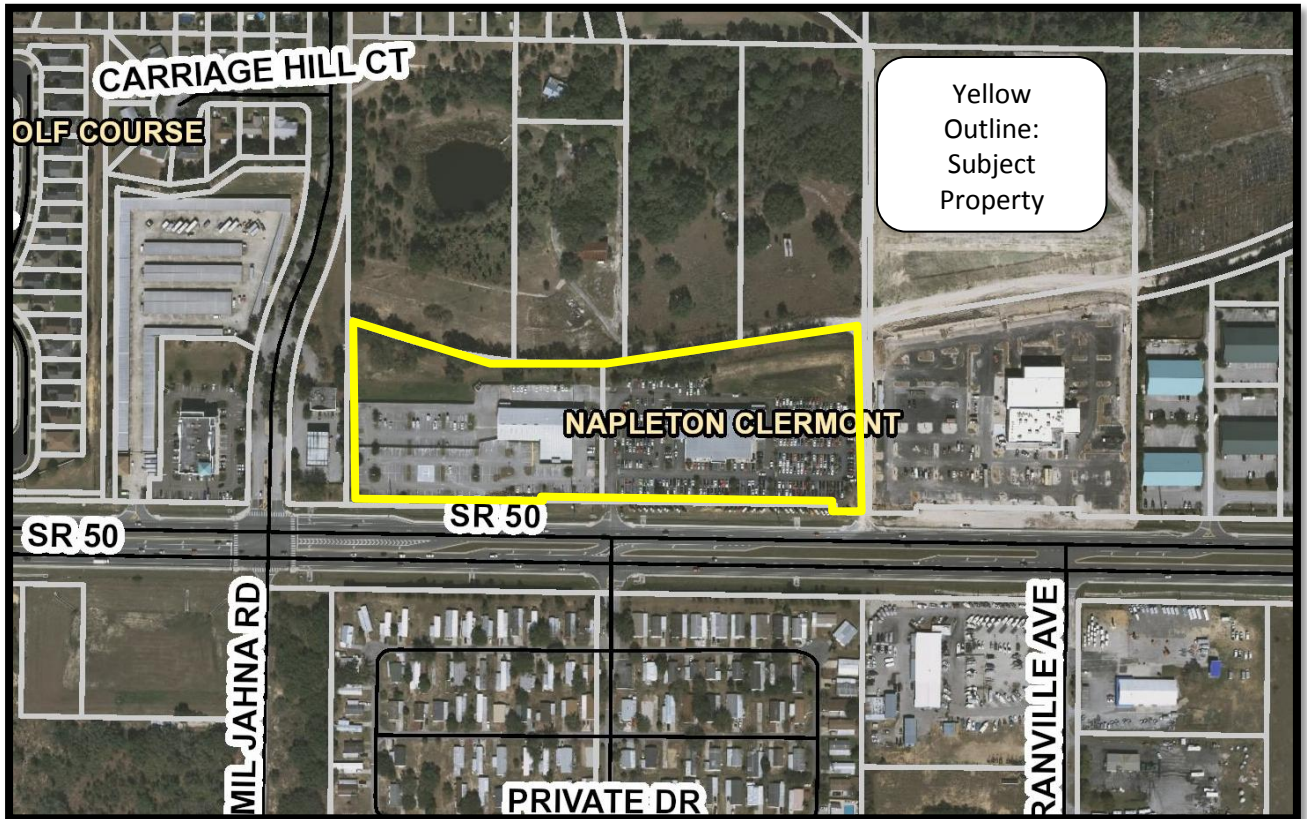
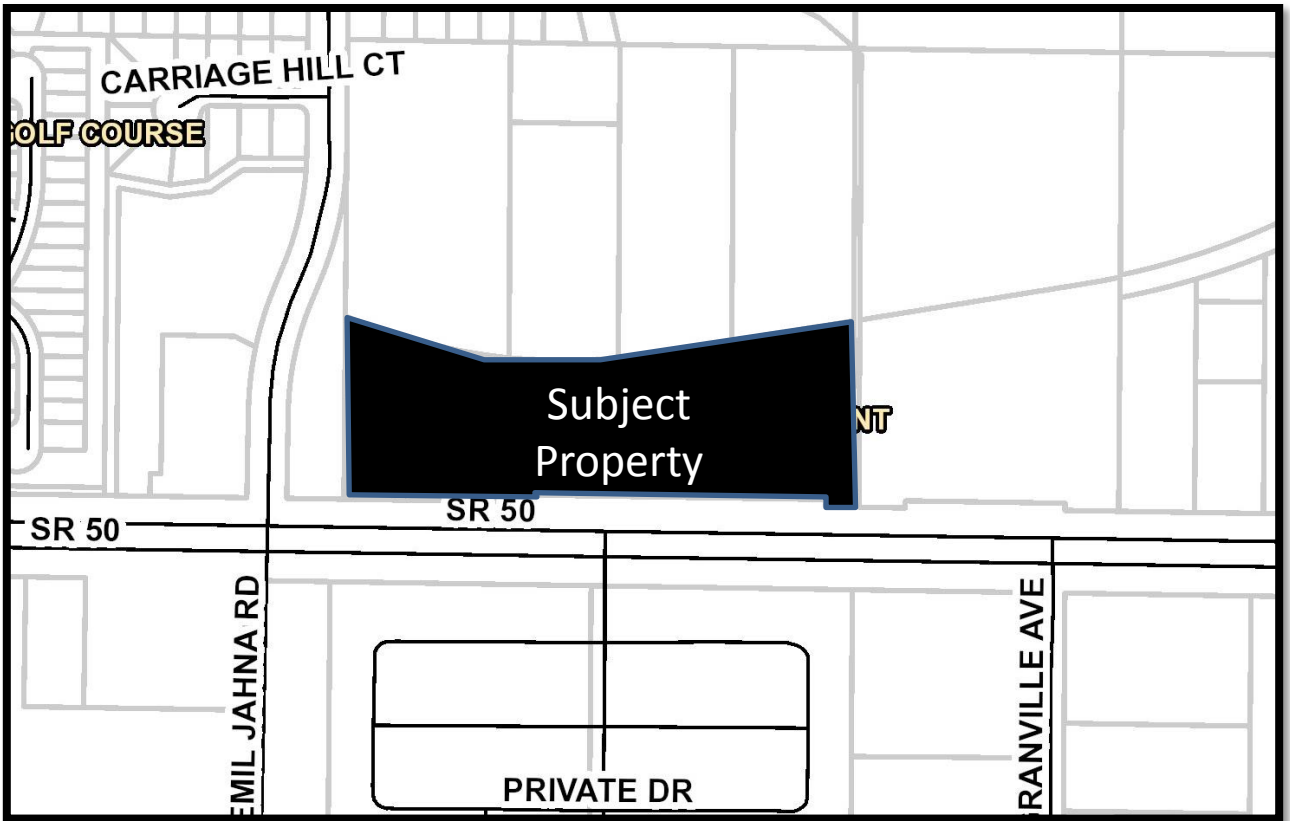


Exhibit – Future Land Use
Napleton Clermont/Sheriff's Annex

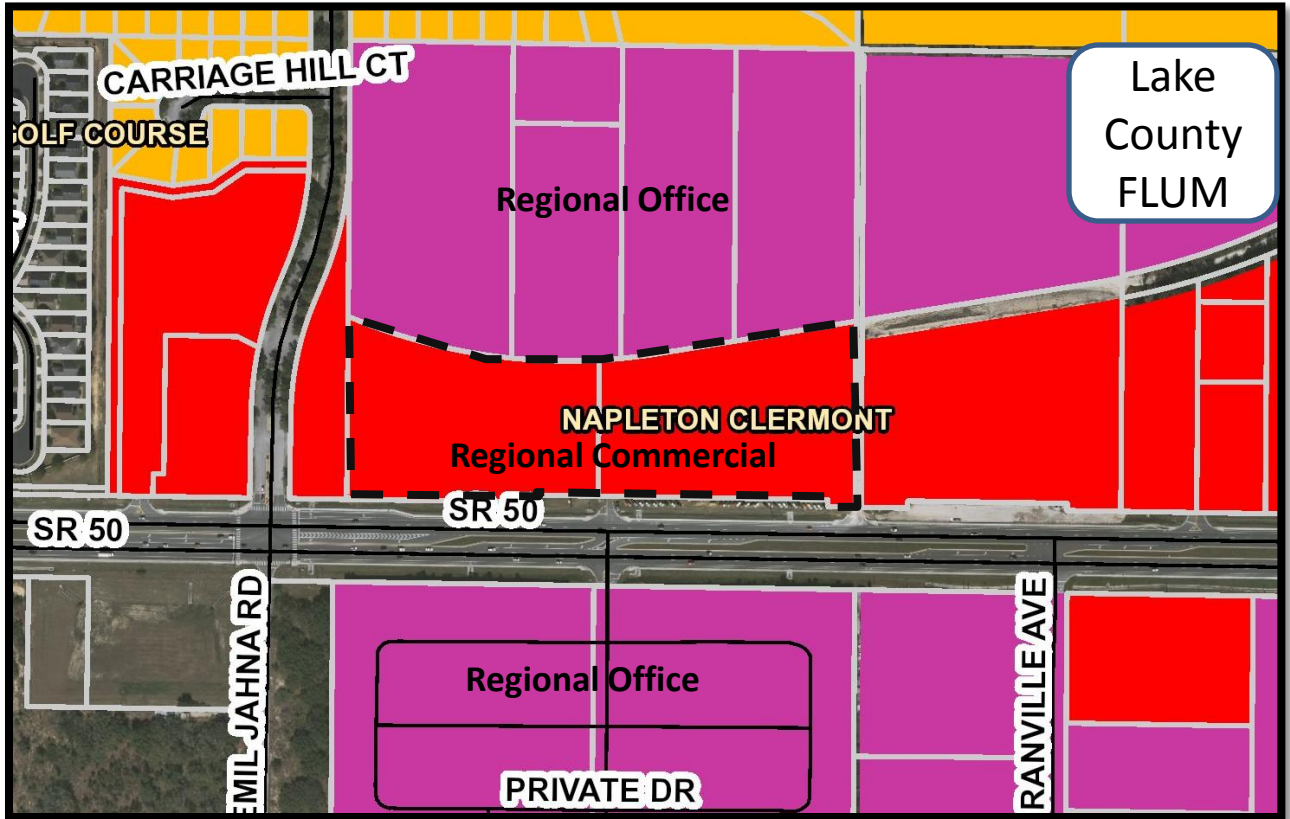
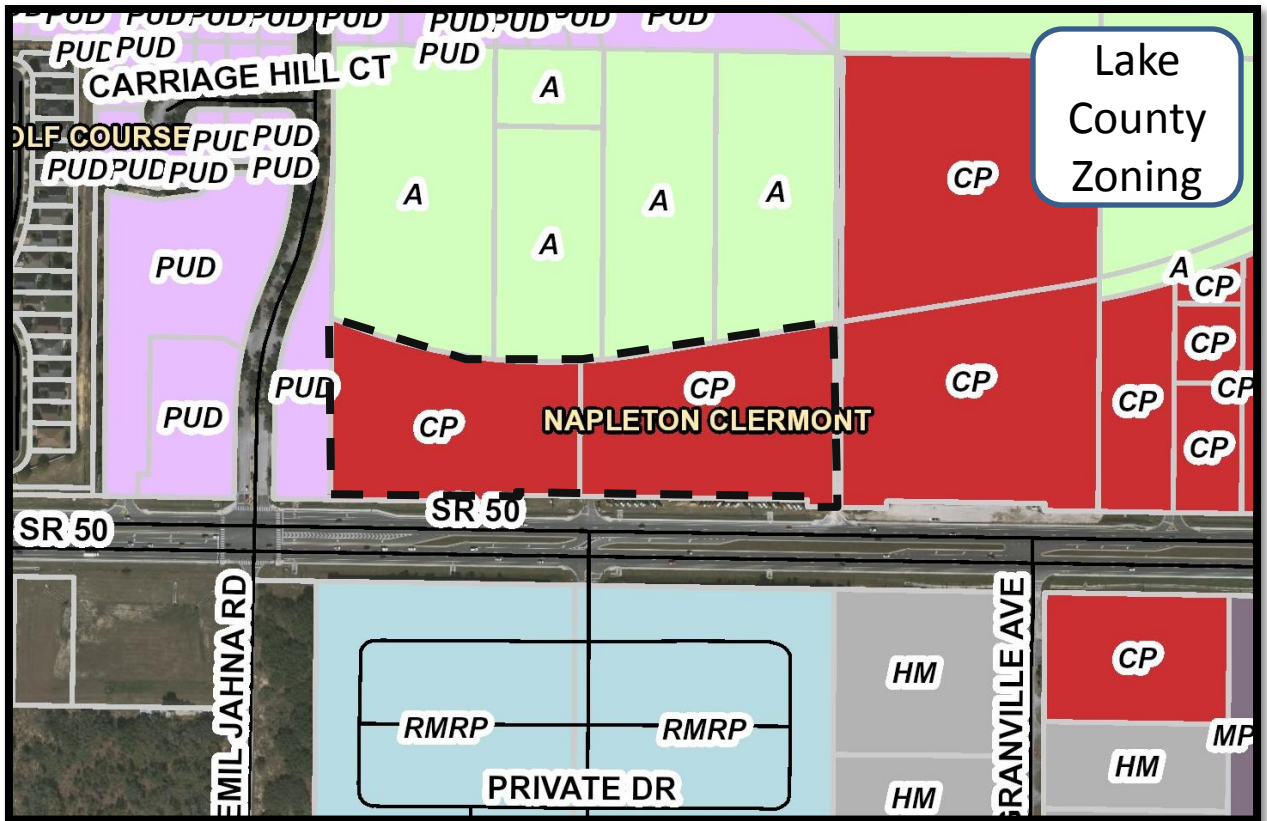


Exhibit – Zoning
Napleton Clermont/Sheriff's Annex



4/22/03

WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Beeline Development, Inc. and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop property (the "Property") located as described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the Property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized to meet the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 - OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.
- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.

- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.9 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.
- 3.2 This agreement shall be recorded in the Public Records of Lake County, Florida at cost to OWNER, and this agreement, upon recording, shall constitute an irrevocable application by the undersigned owner to annex the property described on Exhibit 'A', attached hereto, into the City of Clermont, which right to annex the City may exercise at any time in the future.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Scott Sumner, Agent
Beeline Development, Inc.
P.O. Box 608
Ocala, FL 34478-0608

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its Mayor and OWNER through Scott Sumner as Agent of Beeline Development, Inc.

DATED this 22 day of April, 2003.

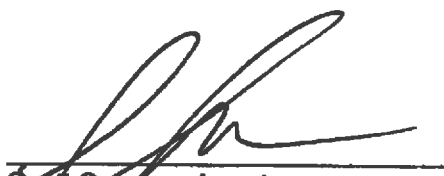
CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER


Scott Sumner, Agent

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Scott Sumner, Agent of Beeline Development, Inc., who provided identification in the form of Id. Sumner-Lucas or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 16 day of April, 2003.

Jane Warren
Notary Public



Jane Warren
My Commission DD133313
Expires August 18, 2003

ATTACHMENT 'A'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4, SECTION 27, T22S, R25E, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°13'47"E ALONG THE NORTH LINE OF SAID NE 1/4, A DISTANCE OF 1340.20 FEET TO A POINT ON THE EAST LINE OF GREATER HILLS, PHASE 1, AS RECORDED IN PLAT BOOK 30, PAGE 42, OF THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE NORTH LINE OF SAID NORTHEAST 1/4, S0°07'47"W ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 693.79 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER ATLANTIC COAST LINE RAILROAD (50 FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE LEAVING THE EAST LINE OF SAID GREATER HILLS, PHASE 1, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 797.21 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 32°07'17", AND A CHORD BEARING AND DISTANCE OF S83°22'38"E, 786.81 FEET) TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, N80°34'55"E A DISTANCE OF 498.07 FEET TO A POINT ON THE EAST LINE OF SAID NE 1/4; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, S0°05'07"W ALONG THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 454.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 50 (VARIABLE RIGHT OF WAY); THENCE LEAVING THE EAST LINE OF SAID NE 1/4, N89°23'48"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, A DISTANCE OF 80.74 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°36'12"E A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 800.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, S0°36'12"W A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 412.59 FEET TO A POINT ON THE EAST LINE OF SAID GREATER HILLS, PHASE 1; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°07'47"E ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 460.39 FEET TO THE POINT OF BEGINNING.

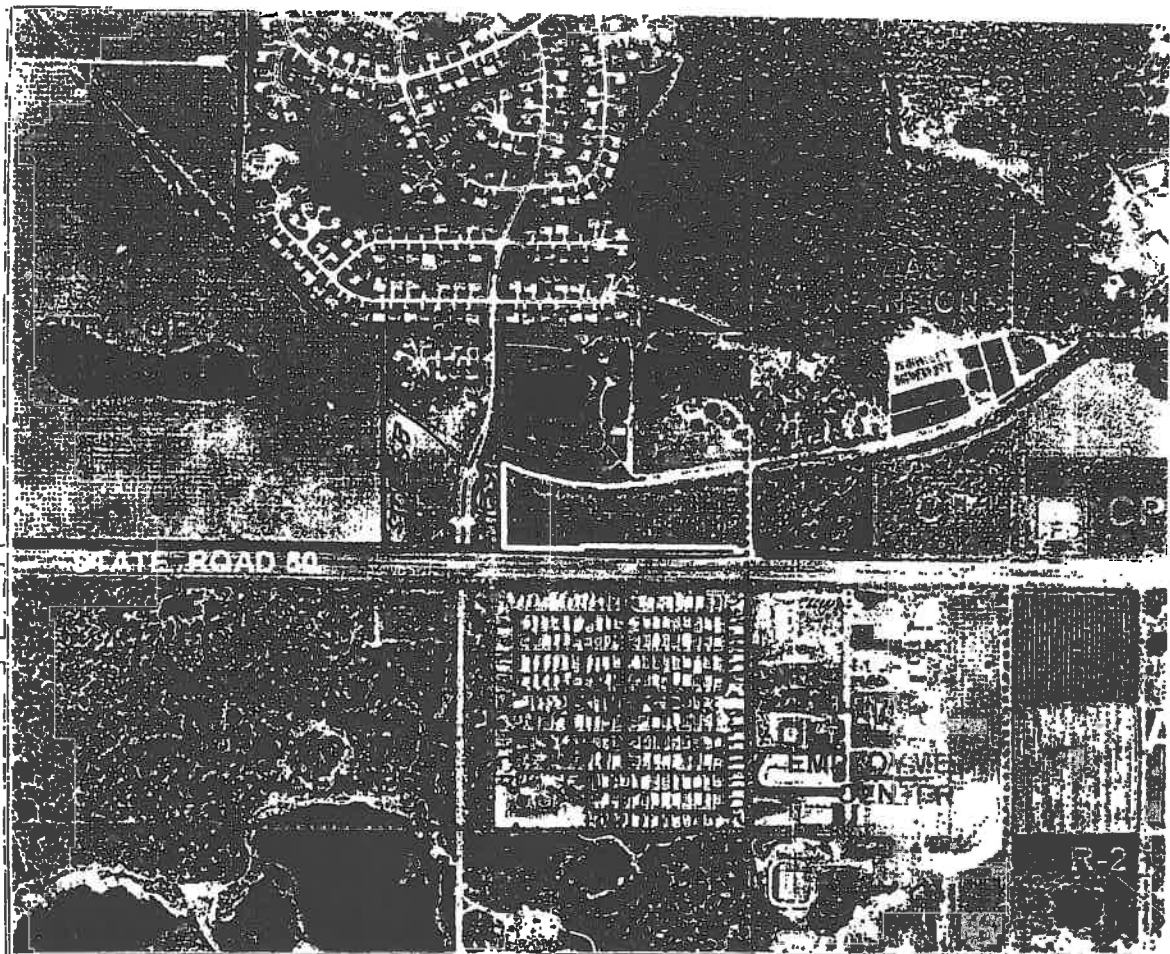
SAID PARCEL CONTAINS 11.2718 ACRES OF LAND MORE OR LESS.



AM 135

SUBJECT
PARCEL

CASE LOCATION
27-22-26



FOSGATE/ CLERMONT AUTO SALES

800 0 800 1600 Feet

PH #64-01-2

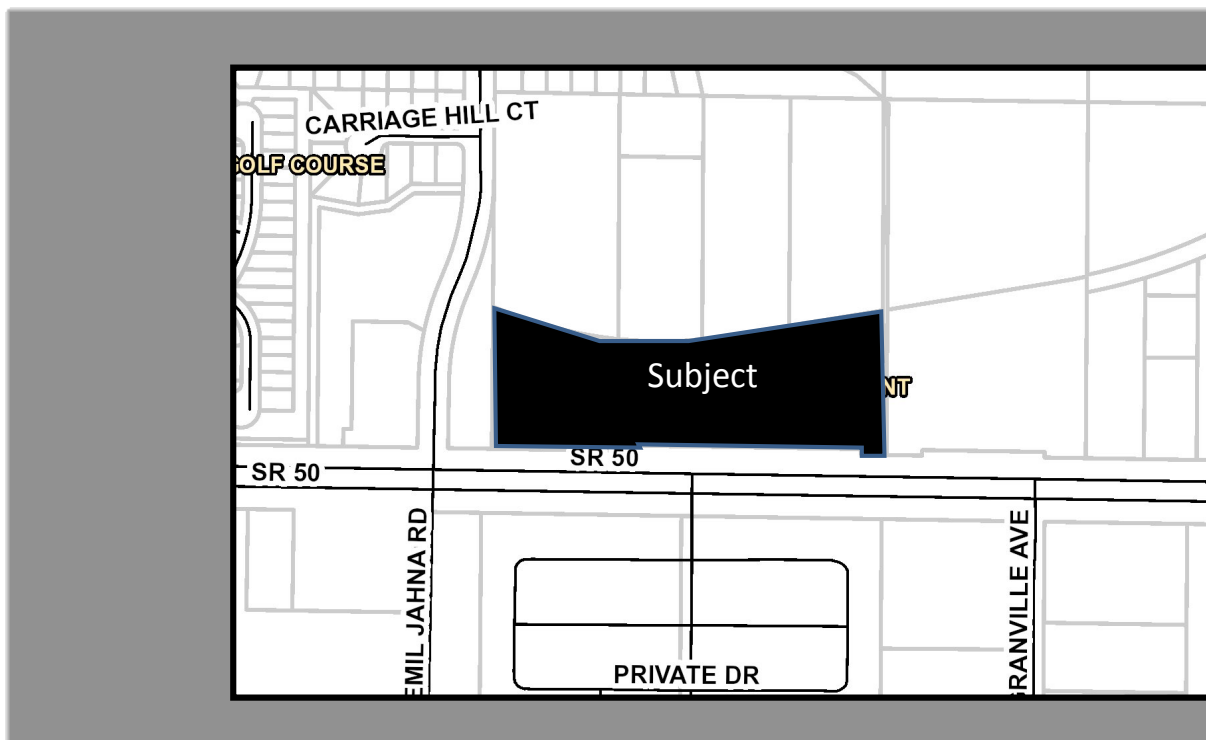
A to MP
w/LM use

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-30

The City of Clermont will hold public hearings Tuesday, April 7, 2015 at 6:30 p.m. before the Planning and Zoning Commission and Tuesday, April 14, 2015 at 6:30 p.m. before the City Council to consider transmittal and introduction of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Lake County Regional Commercial to Commercial.

The City of Clermont will hold public hearings on Tuesday, June 23, 2015 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



***Location: Napleton Clermont 11.2 +/- acres
15855 and 15859 SR 50
Alternate Keys 3815486 and 3329198***

Ordinance #2015-30:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the large-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the large-scale comprehensive plan amendment; setting forth the purpose and intent of the large-scale comprehensive plan amendment; providing for the adoption of the large-scale comprehensive plan amendment; establishing the legal status of the large-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 24, 2015 and June 9, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 7, 2015		
Agenda Item Name		
Ordinance No. 2015-31; Napleton Clermont and Lake County Sheriff's Office		
Requested Action		
Move to recommend approval of Ordinance 2015-31.		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on April 22, 2003. The property is improved and is receiving water and sewer services from the City. The property, approximately 11.2 acres, has been developed as an auto dealership, Napleton Clermont Chrysler Jeep Dodge, and the Lake County Sheriff's South Lake Annex. The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Commercial District) to the City's C-2 General Commercial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. Staff recommends approval of the rezoning to C-2 General Commercial.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2015-31.doc	
2. Maps	Napleton Clermont Maps.pdf	
3. Utility Agreement	Napleton Utility Agreement.pdf	
4. Legal ad	REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-31

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

A parcel of land located in the northeast $\frac{1}{4}$, Section 27, Township 22 south, Range 26 east, Lake County Florida, more particularly described as follows:

Commencing at the north $\frac{1}{4}$ corner of said section 27; thence south 89°13'47" east along the north line of said northeast $\frac{1}{4}$ a distance of 1340.20 feet to a point on the east line of Greater Hills, Phase I, as recorded in PB 30, PG 42, of the official records of Lake County, Florida; thence leaving the north line of said northeast $\frac{1}{4}$ south 0°07'47" west along the east line of said Greater Hills Phase I, a distance of 693.79 feet to a point on the northerly right-of-way line of the former ACL RR (50 foot right-of-way), said point also being the point of beginning:

Thence leaving the east line of said Greater Hills, Phase I, southeasterly along a non-tangent curve to the left, being also along the northerly right-of-way line of said ACL RR, an arc distance of 797.21 feet (said curve having a radius of 1422.00 feet, a delta angle of 32°07'17", and a chord bearing and distance of south 83°22'38" east 786.81 feet) to a point; thence continuing along the northerly right-of-way line of said ACL RR north 80°34'55" east a distance of 498.07 feet to a point on the east line of said northeast $\frac{1}{4}$ thence leaving the northerly right-of-way line of said ACL RR south 0°05'07" west along the east line of said northeast $\frac{1}{4}$ a distance of 454.55 feet to a point on the northerly right-of-way line of State Route 50 (variable right-of-way); thence leaving the east line of said northeast $\frac{1}{4}$ north 89°23'48" west along the northerly right-of-way line of said State Route 50, a distance of 80.74 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 0°36'12" east a distance of 18.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 89°23'48" west a distance of 800.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, south 0°36'12" west a distance of 18.00 to a point; thence continuing along the northerly right-of-way line of said State Route 50, north 89°23'48" west a distance of 412.59 feet to a point on the east line of said Greater

CITY OF CLERMONT
ORDINANCE No. 2015-31

Hills, Phase I; thence leaving the northerly right-of-way line of said State Road 50, north 0o07'47" east along the east line of said Greater Hills, Phase I, a distance of 450.39 feet to the point of beginning.

Containing 11.2 acres, more or less

Alternate Keys 3815486 and 3329198; 15855 and 15859 State Road 50

From: UE Urban Estate
To: C-2 General Commercial

SECTION 2:

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

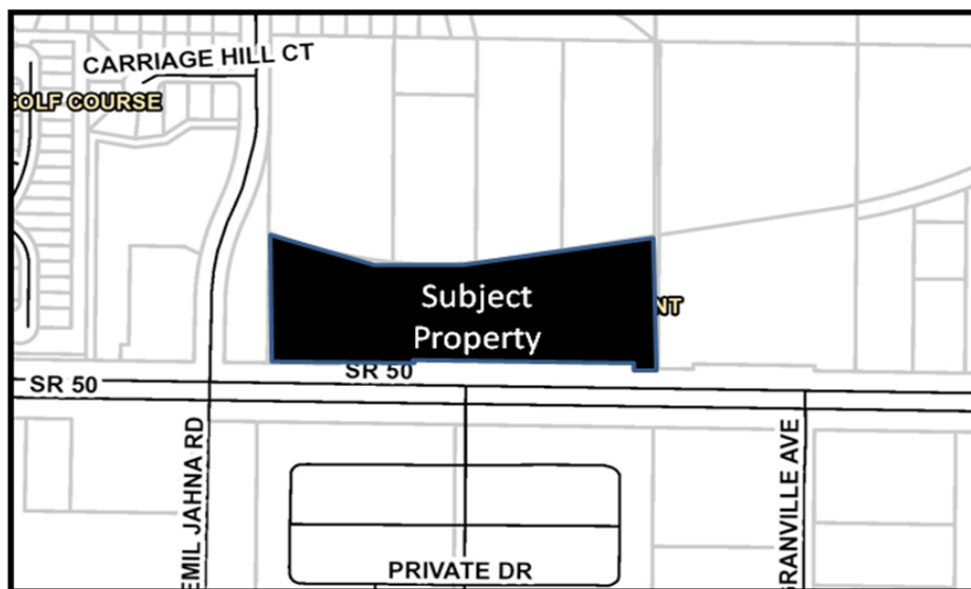
SECTION 3:

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 4:

The provisions of this Ordinance shall be effective as provided by law.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-31

on this 28th day of April, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Napleton Clermont/Sheriff's Annex

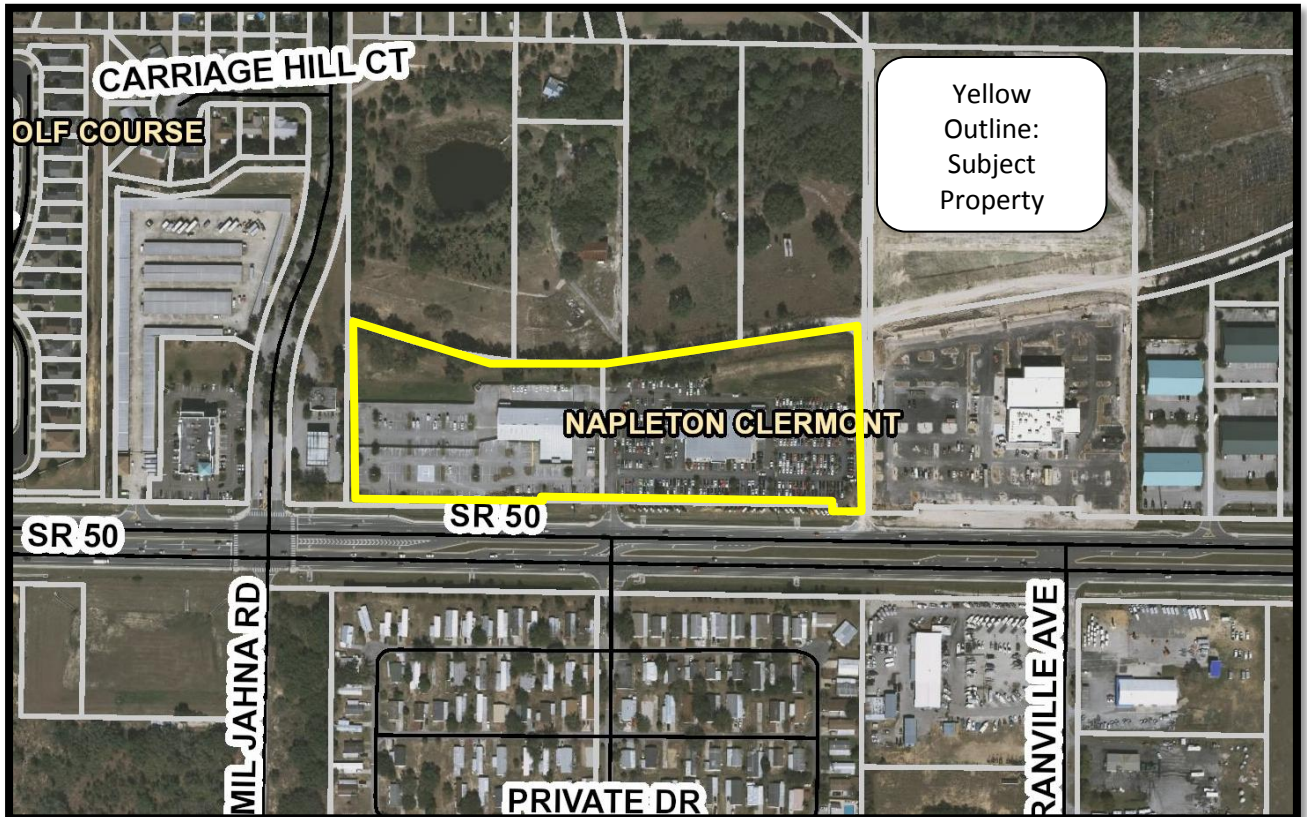
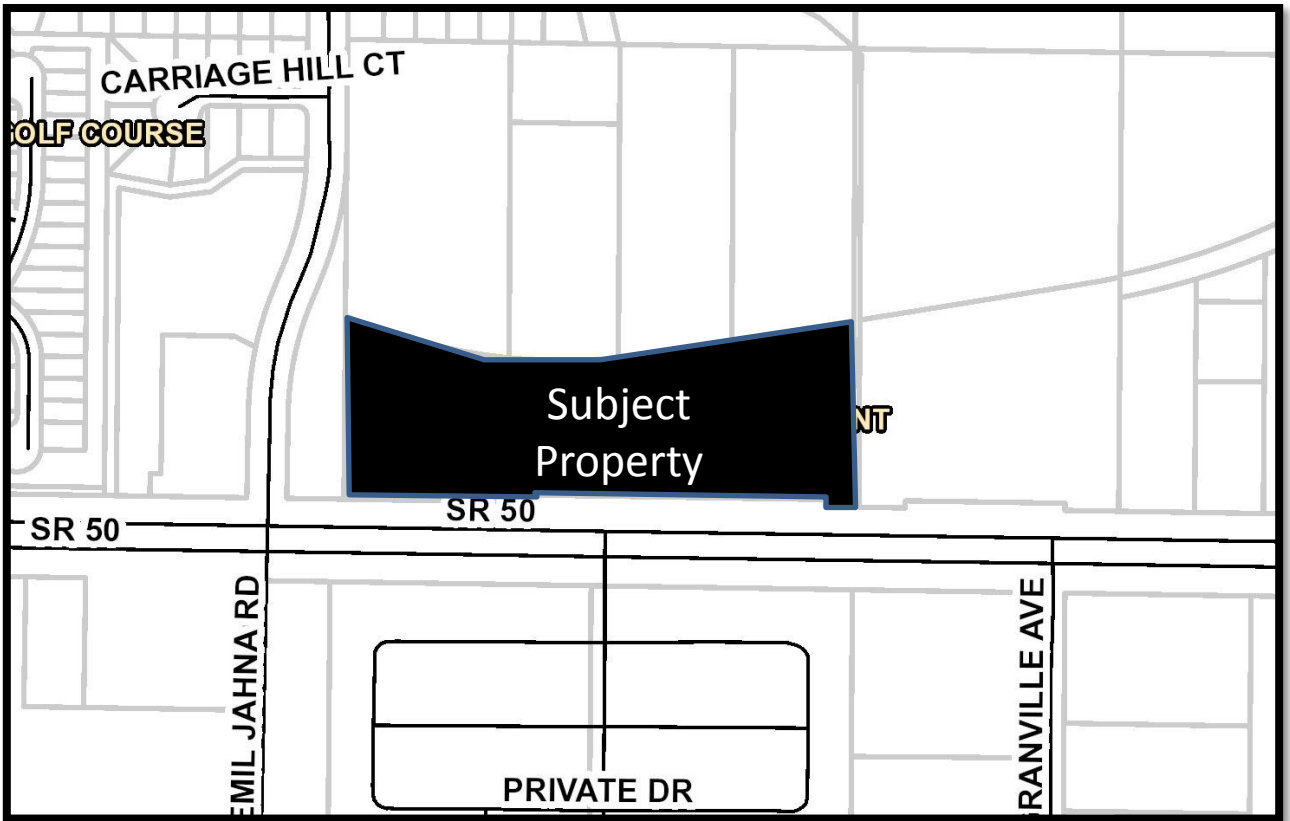


Exhibit – Future Land Use
Napleton Clermont/Sheriff's Annex

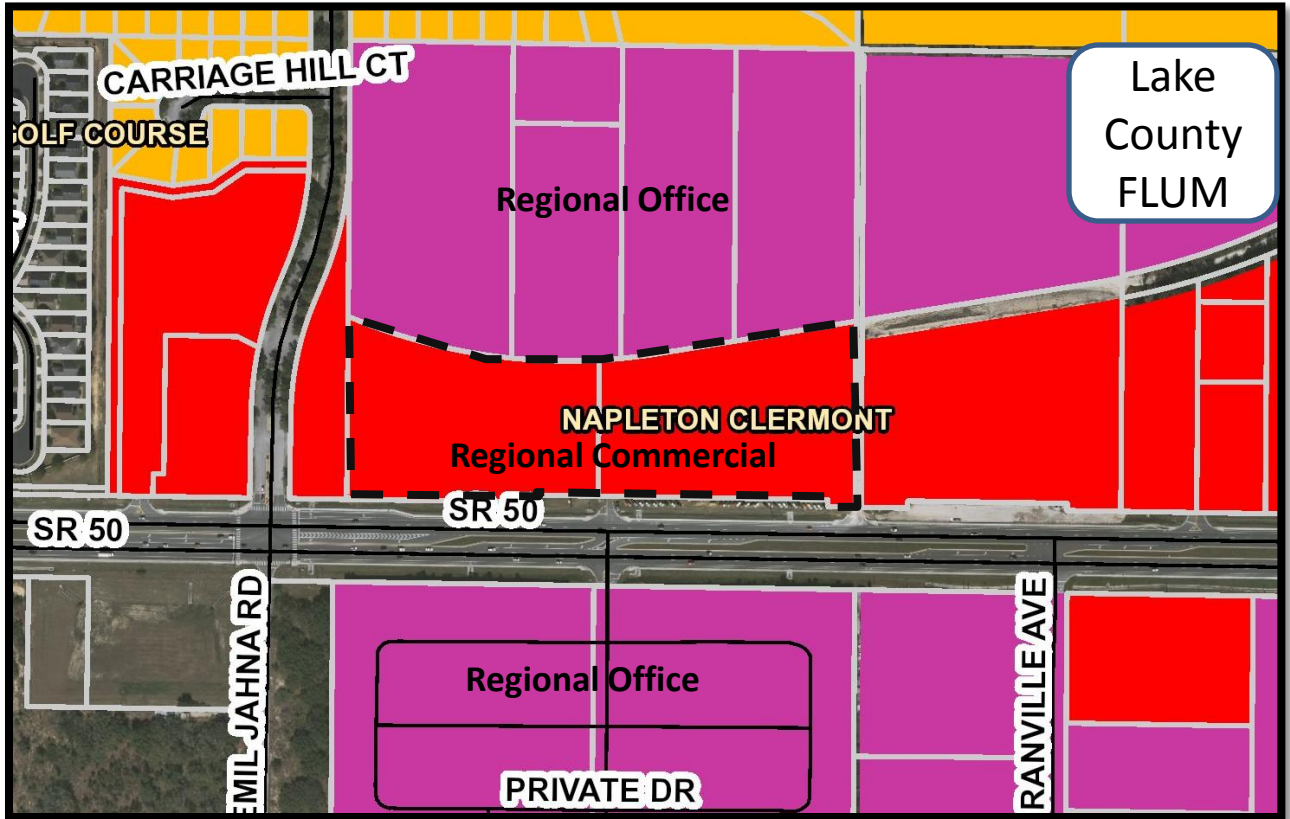
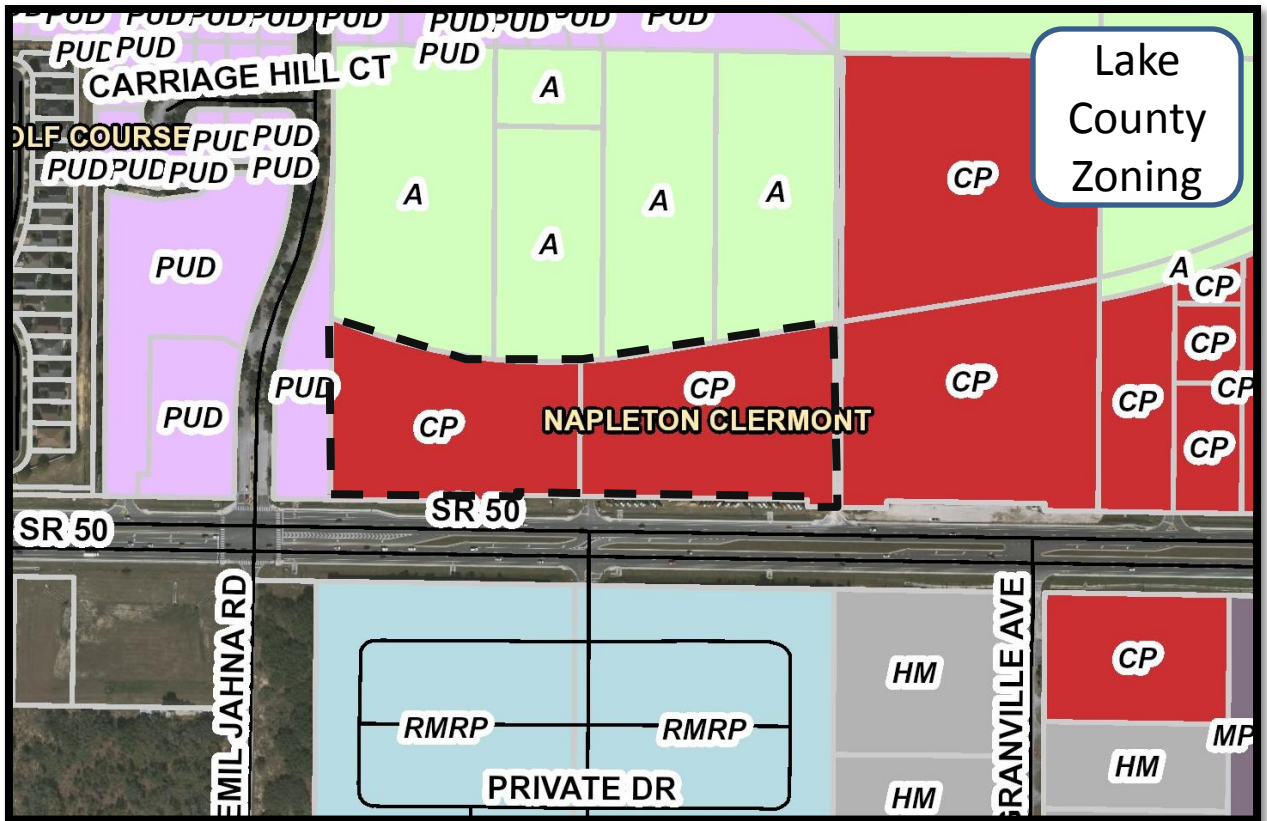


Exhibit – Zoning
Napleton Clermont/Sheriff's Annex



4/22/03

WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Beeline Development, Inc. and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop property (the "Property") located as described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the Property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized to meet the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 - OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.
- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.

- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.9 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.
- 3.2 This agreement shall be recorded in the Public Records of Lake County, Florida at cost to OWNER, and this agreement, upon recording, shall constitute an irrevocable application by the undersigned owner to annex the property described on Exhibit 'A', attached hereto, into the City of Clermont, which right to annex the City may exercise at any time in the future.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Scott Sumner, Agent
Beeline Development, Inc.
P.O. Box 608
Ocala, FL 34478-0608

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its Mayor and OWNER through Scott Sumner as Agent of Beeline Development, Inc.

DATED this 22 day of April, 2003.

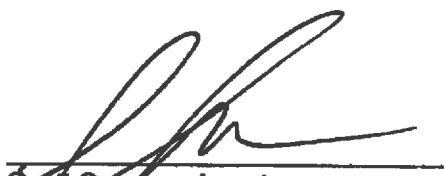
CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER


Scott Sumner, Agent

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Scott Sumner, Agent of Beeline Development, Inc., who provided identification in the form of Id. Sumner-Lucas or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 16 day of April, 2003.

Jane Warren
Notary Public



Jane Warren
My Commission DD133313
Expires August 18, 2003

ATTACHMENT 'A'

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4, SECTION 27, T22S, R25E, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°13'47"E ALONG THE NORTH LINE OF SAID NE 1/4, A DISTANCE OF 1340.20 FEET TO A POINT ON THE EAST LINE OF GREATER HILLS, PHASE 1, AS RECORDED IN PLAT BOOK 30, PAGE 42, OF THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE NORTH LINE OF SAID NORTHEAST 1/4, S0°07'47"W ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 693.79 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER ATLANTIC COAST LINE RAILROAD (50 FOOT RIGHT OF WAY), SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE LEAVING THE EAST LINE OF SAID GREATER HILLS, PHASE 1, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 797.21 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 32°07'17", AND A CHORD BEARING AND DISTANCE OF S83°22'38"E, 786.81 FEET) TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, N80°34'55"E A DISTANCE OF 498.07 FEET TO A POINT ON THE EAST LINE OF SAID NE 1/4; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, S0°05'07"W ALONG THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 454.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 50 (VARIABLE RIGHT OF WAY); THENCE LEAVING THE EAST LINE OF SAID NE 1/4, N89°23'48"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, A DISTANCE OF 80.74 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°36'12"E A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 800.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, S0°36'12"W A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 412.59 FEET TO A POINT ON THE EAST LINE OF SAID GREATER HILLS, PHASE 1; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°07'47"E ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 460.39 FEET TO THE POINT OF BEGINNING.

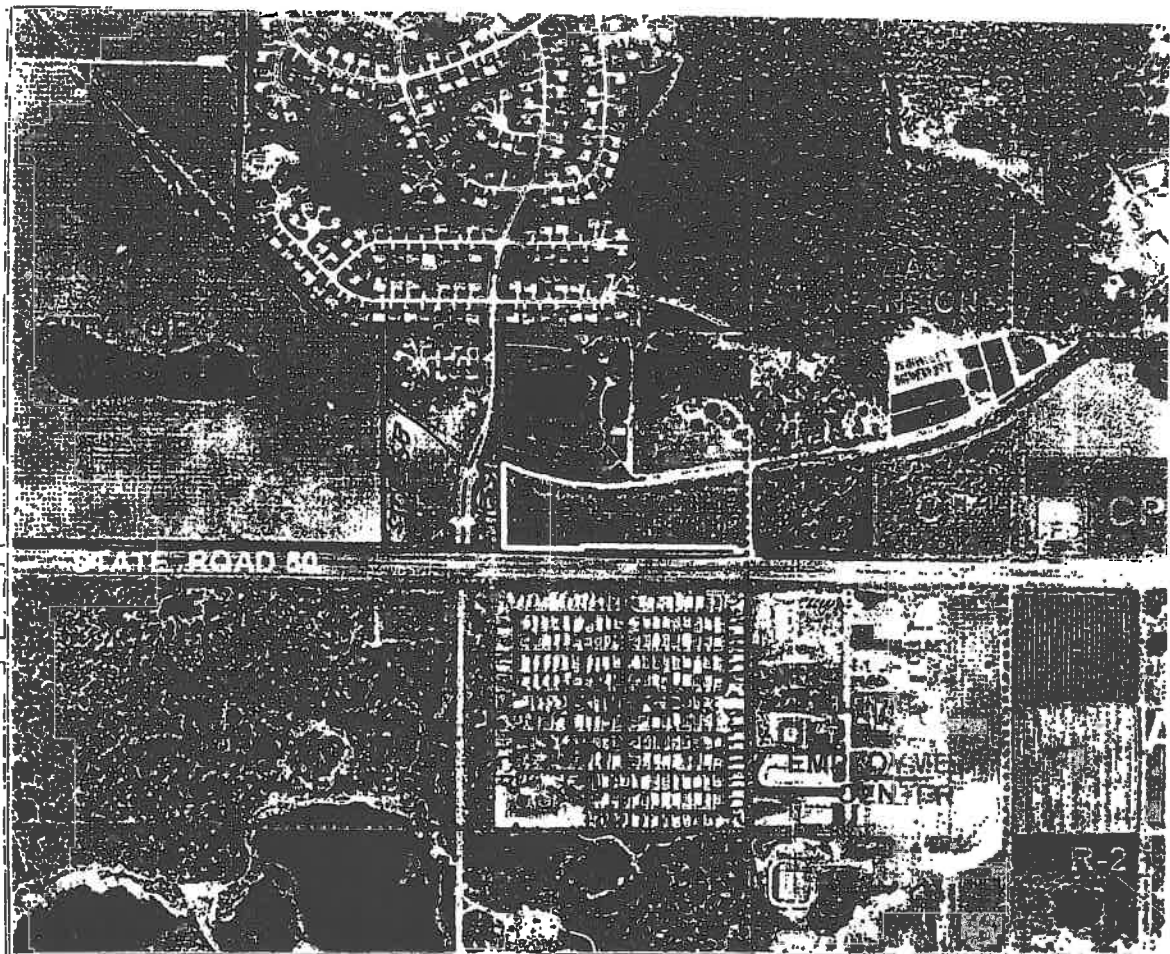
SAID PARCEL CONTAINS 11.2718 ACRES OF LAND MORE OR LESS.



AM 135

SUBJECT
PARCEL

CASE LOCATION
27-22-26



FOSGATE/ CLERMONT AUTO SALES

800 0 800 1600 Feet

PH #64-01-2

A to MP
w/LM use

LEGAL NOTICE

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

ORDINANCE NO. 2015-31

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

Lake County Sheriff's Office and Napleton Clermont
(Alternate Keys 3815486 and 3329198)
15855 and 15859 STATE ROAD 50

LEGAL DESCRIPTION

A parcel of land located in the northeast $\frac{1}{4}$, Section 27, Township 22 south, Range 26 east, Lake County Florida, more particularly described as follows:

Commencing at the north $\frac{1}{4}$ corner of said section 27; thence south $89^{\circ}13'47''$ east along the north line of said northeast $\frac{1}{4}$ a distance of 1340.20 feet to a point on the east line of Greater Hills, Phase I, as recorded in PB 30, PG 42, of the official records of Lake County, Florida; thence leaving the north line of said northeast $\frac{1}{4}$ south $0^{\circ}07'47''$ west along the east line of said Greater Hills Phase I, a distance of 693.79 feet to a point on the northerly right-of-way line of the former ACL RR (50 foot right-of-way), said point also being the point of beginning:

Thence leaving the east line of said Greater Hills, Phase I, southeasterly along a non-tangent curve to the left, being also along the northerly right-of-way line of said ACL RR, an arc distance of 797.21 feet (said curve having a radius of 1422.00 feet, a delta angle of $32^{\circ}07'17''$, and a chord bearing and distance of south $83^{\circ}22'38''$ east 786.81 feet) to a point; thence continuing along the northerly right-of-way line of said ACL RR north $80^{\circ}34'55''$ east a distance of 498.07 feet to a point on the east line of said northeast $\frac{1}{4}$ thence leaving the northerly right-of-way line of said ACL RR south $0^{\circ}05'07''$ west along the east line of said northeast $\frac{1}{4}$ a distance of 454.55 feet to a point on the northerly right-of-way line of State Route 50 (variable right-of-way); thence leaving the east line of said northeast $\frac{1}{4}$ north $89^{\circ}23'48''$ west along the northerly right-of-way line of said State Route 50, a distance of 80.74 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north $0^{\circ}36'12''$ east a distance of 18.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, north $89^{\circ}23'48''$ west a distance of 800.00 feet to a point; thence continuing along the northerly right-of-way line of said State Route 50, south $0^{\circ}36'12''$ west a distance of 18.00 to a point; thence continuing along the northerly right-of-way line of said State Route 50, north $89^{\circ}23'48''$ west a distance of 412.59 feet to a point on the east line of said Greater Hills, Phase I; thence leaving the northerly right-of-way line of said State Road 50, north $0^{\circ}07'47''$

east along the east line of said Greater Hills, Phase I, a distance of 450.39 feet to the point of beginning.

Containing 11.2 acres, more or less

FROM UE Urban Estate
TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, April 7, 2015 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, April 28, 2015 at 6:00 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street.

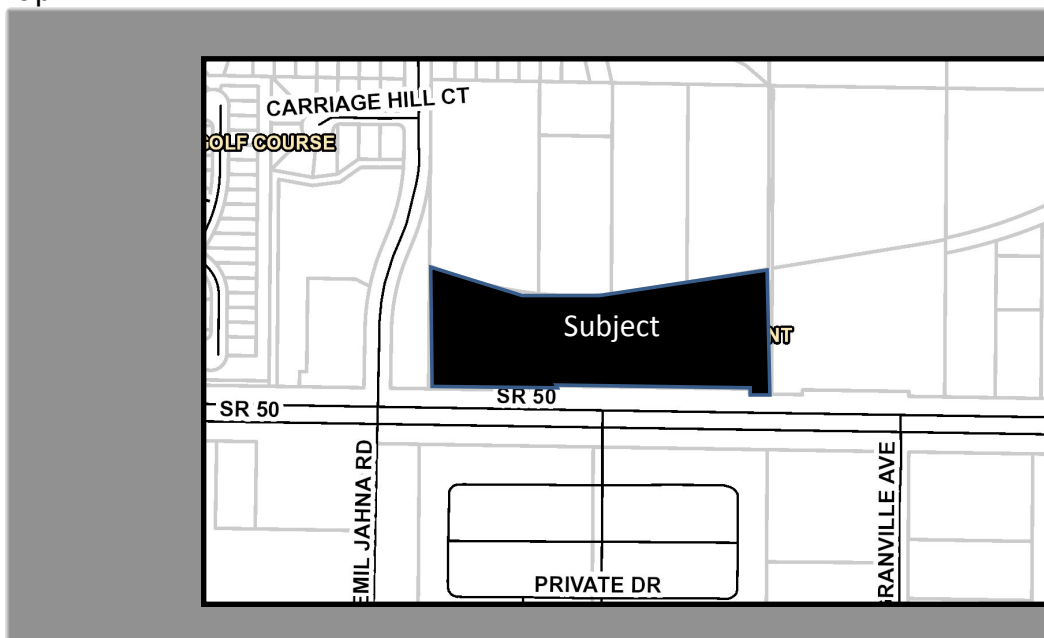
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 14, 2015

Location map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 7, 2015		
Agenda Item Name		
Ordinance No. 2015-39; East Towne Center		
Requested Action		
Move to recommend approval of Ordinance 2015-39		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on February 13, 2003. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 13.8 acres, has been developed as a shopping center with two outparcels. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in June. Staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	CPA ORD 2015-39.doc	
2. Maps	East Towne Center Maps.pdf	
3. Utility Agreement	2003-07 Utility Agreement.pdf	
4. Legal ad	CPA Ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

NOW THEREFORE BE IT RESOLVED AND ENACTED, by the City Council of the City of Clermont, Lake County, Florida that:

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

A portion of Tracts 3, 4, 13, and 14 of Lake Highlands Company subdivision of Section 26, Township 22 south, Range 26 east, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

Commence at the north ¼ corner of said Section 26; thence south 00°40'30" West, 244.02 feet along the west line of the northeast ¼ of said Section 26; thence south

CITY OF CLERMONT
ORDINANCE No. 2015-39

89°34' 59" east, 33.00 feet parallel with the north line of the northeast ¼ of said Section 26 to the Point of Beginning; thence continue along said parallel line, south 89 34'59" east, 700.01 feet; thence south 00 40'30" west, 879.12 feet parallel with aforesaid west line of the northeast ¼ of said Section 26 to a point on the north right-of-way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence north 88 54'49" west, 683.02 feet along said north right-of-way thence north 00 40'30" East, 457.01 feet; thence north 89 32'33" west, 17.00 feet to a point on the east right-of-way line of County Road 455; thence north 00 40'30" East along said right-of-way line, 414.11 feet to the Point of Beginning,

Containing 13.88 acres, more or less

Alternate Keys 3815489, 3818669 and 3824982; 13900 CR 455; 13910 and 16705 SR 50

**CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY – REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL**

Section 2.

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

Section 3.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2015-39

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-39

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of June, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map East Towne Center



Exhibit – Future Land Use
East Towne Center

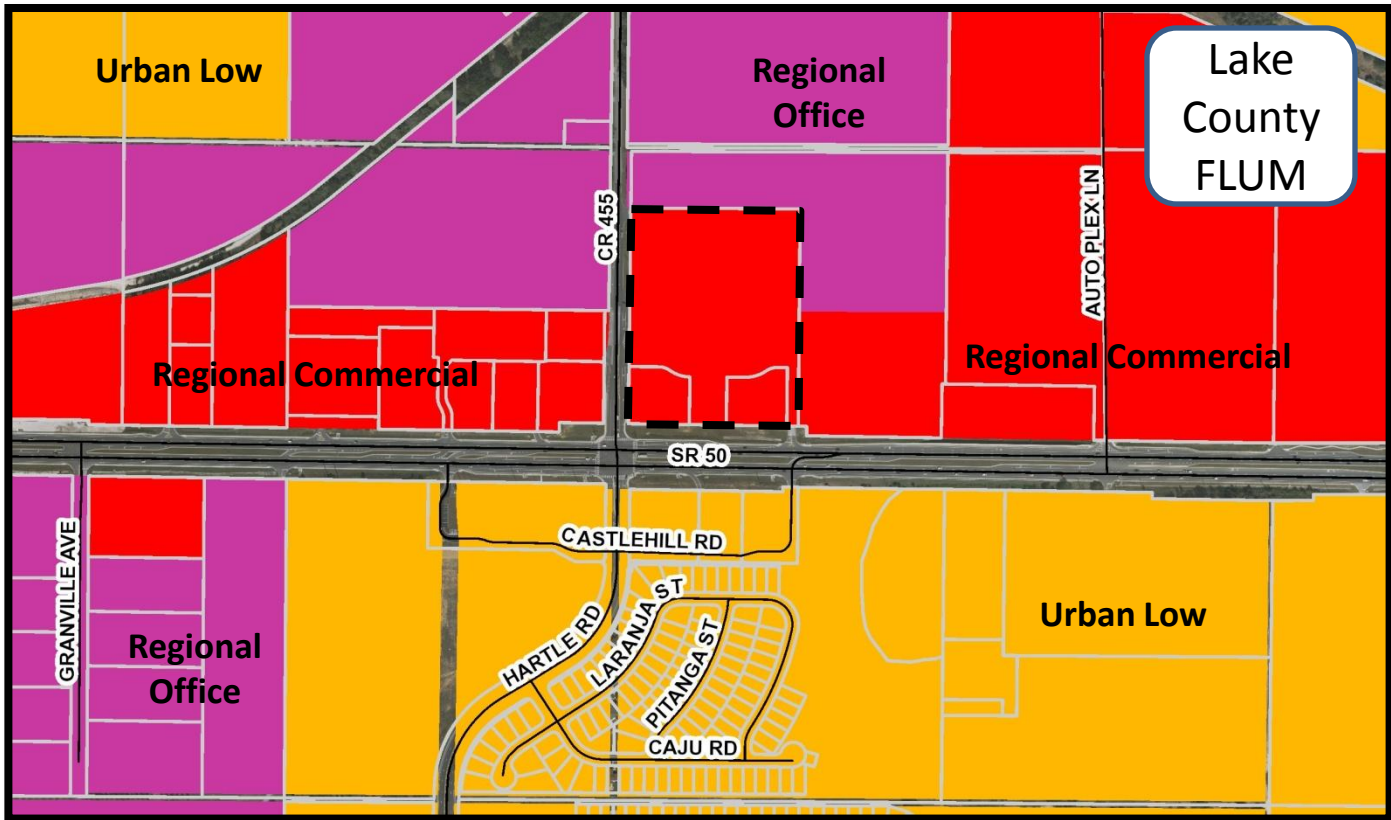
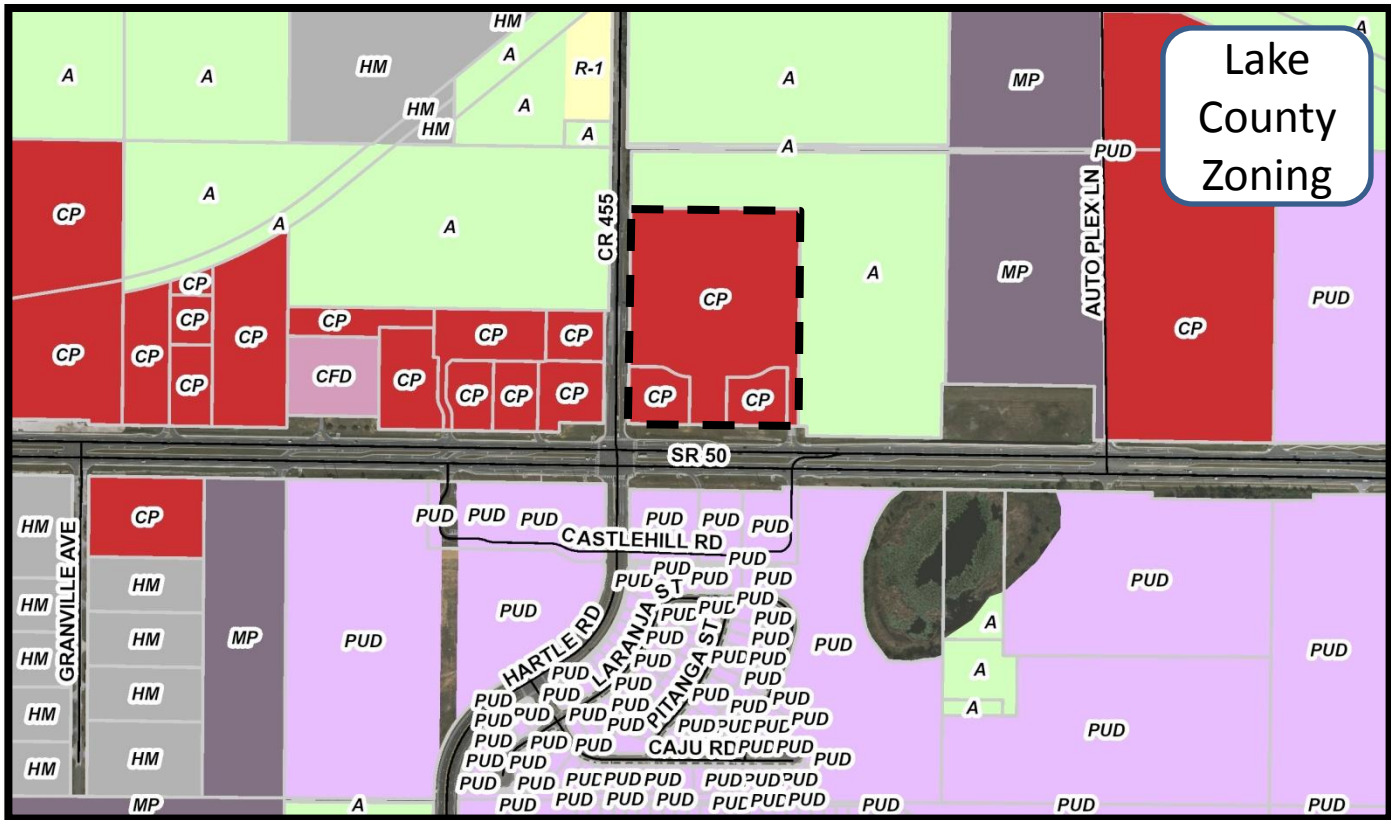


Exhibit – Zoning East Towne Center



1 1001 10 110 11 001 11 001 00 11 11 001 11 010 11 001 11 010 10 101 1 1001

2403

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.9 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the CITY Land Development Regulations with the following exceptions: 1) six interior landscape islands shall be provided rather than the eleven per Code; and 2) the landscape islands shall be 10 ft. in width including curb rather than 10 ft. in width not including curb.
- 2.2 The property shall be developed in substantial accordance with the attached Exhibit "B" Site Plan.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.
- 3.2 This agreement shall be recorded in the Public Records of Lake County, Florida at cost to OWNER, and this agreement, upon recording, shall constitute an irrevocable application by the undersigned owner to annex the property described on Exhibit 'A', attached hereto, into the City of Clermont, which right to annex the City may exercise at any time in the future.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

David McNulty
East Towne Center, LLC
121 West Forsyth, Suite 200
Jacksonville, FL 32202

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its Mayor and OWNER through David McNulty, Vice President, Investment Services of East Towne Center, LLC.

DATED this 13 day of February, 2003.

CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER


David McNulty, Vice President, Investment Services

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared David McNulty as Vice President, Investment Services of East Towne Center, LLC, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 13 day of FEBRUARY, 2003.



PATTI WAGNER
Notary Public, State of Florida
My comm. expires June 24, 2006
Comm. No. DD 128748

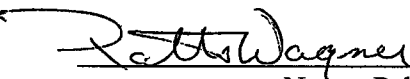

Notary Public

EXHIBIT 'A'

OR BOOK 02290 PAGE 2273

DESCRIPTION:

A portion of Tracts 3, 4, 13 and 14 of Lake Highlands Company Subdivision of Section 26, Township 22 South, Range 26 East, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

COMMENCE at the North 1/4 corner of said Section 26; thence South 00°40'30" West, 244.02 feet along the West line of the Northeast 1/4 of said Section 26; thence South 89°34'59" East, 33.00 feet parallel with the North line of the Northeast 1/4 of said Section 26 to the POINT OF BEGINNING; thence continue along said parallel line, South 89°34'59" East, 700.01 feet; thence South 00°40'30" West, 879.12 feet parallel with aforesaid West line of the Northeast 1/4 of said Section 26 to a point on the North Right-of-Way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence North 88°54'49" West, 683.02 feet along said North Right-of-Way thence North 00°40'30" East, 457.01 feet; thence North 89°32'33" West, 17.00 feet to a point on the East Right of Way line of County Road 455; thence North 00°40'30" East, along said East Right-of-Way line, 414.11 feet to the POINT OF BEGINNING.

CONTAINING 13.88 acres more or less.

*The quality of this image
is equivalent to the quality
of the original document.*

NOTE:

Bearings shown hereon are based on the West line of the Northeast 1/4 of Section 26, Township 22 South, Range 26 East as being South 00°40'30" West. (Assumed)

See Sheet 2 of 2 for Sketch
Sheet 1 of 2

DESCRIPTION

Date:

July 28, 2002 SP

CERT. NO. LB2108

47324010

FOR

Job No.:

47524

Scale:

N.T.S.

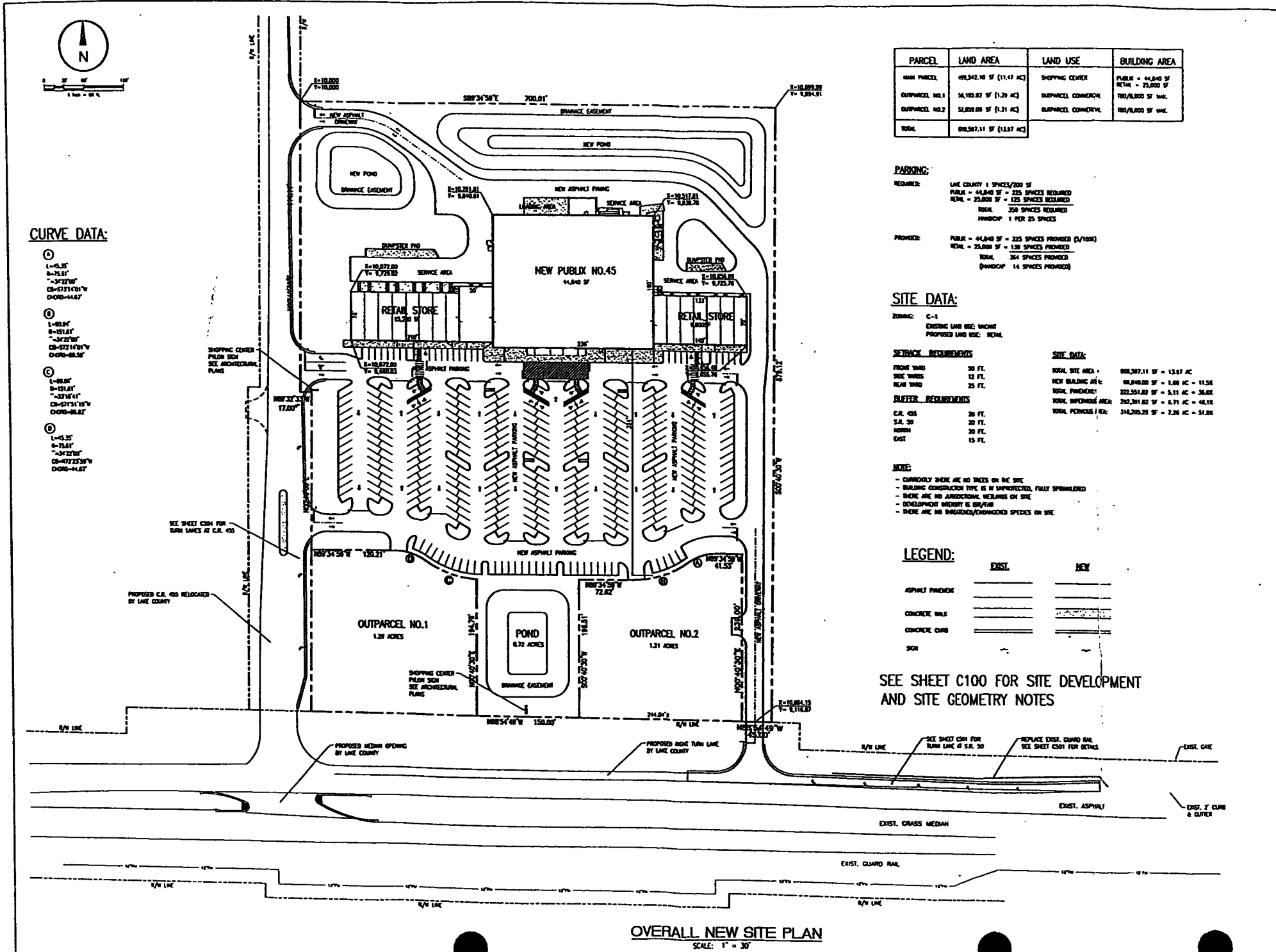
CH. 61017-6, Florida Administrative
Code requires that a legal description
drawing bear the notation that
THIS IS NOT A SURVEY.

Revised: Added Utility Easement
07/08/2002 SP

SOUTHEASTERN SURVEYING & MAPPING CORP.
324 N. Orlando Avenue
Maitland, Florida 32751
407/847-0888
email: info@southesternsurveying.com

GARY H. KRICK
REGISTERED LAND SURVEYOR NO. 4243

The quality of this image
is equivalent to the quality
of the original document.



OVERALL NEW SITE PLAN
EAST TOWNE CENTER

REGENCY CENTERS

LAKE COUNTY, FLORIDA

URBAN DESIGN PLANNING ENGINEERING
SKConsortium, Inc.
1000 N. W. 10TH AVE., SUITE 1000, MIAMI, FL 33136
TELEPHONE: 407-328-1234 FAX: 407-328-1235

08-14-02 SITE SUBMITTAL
07-03-02 100% SUBMITTAL
06-28-02 PER FOOT COMMENTS
05-06-02 PER LAKE COUNTY

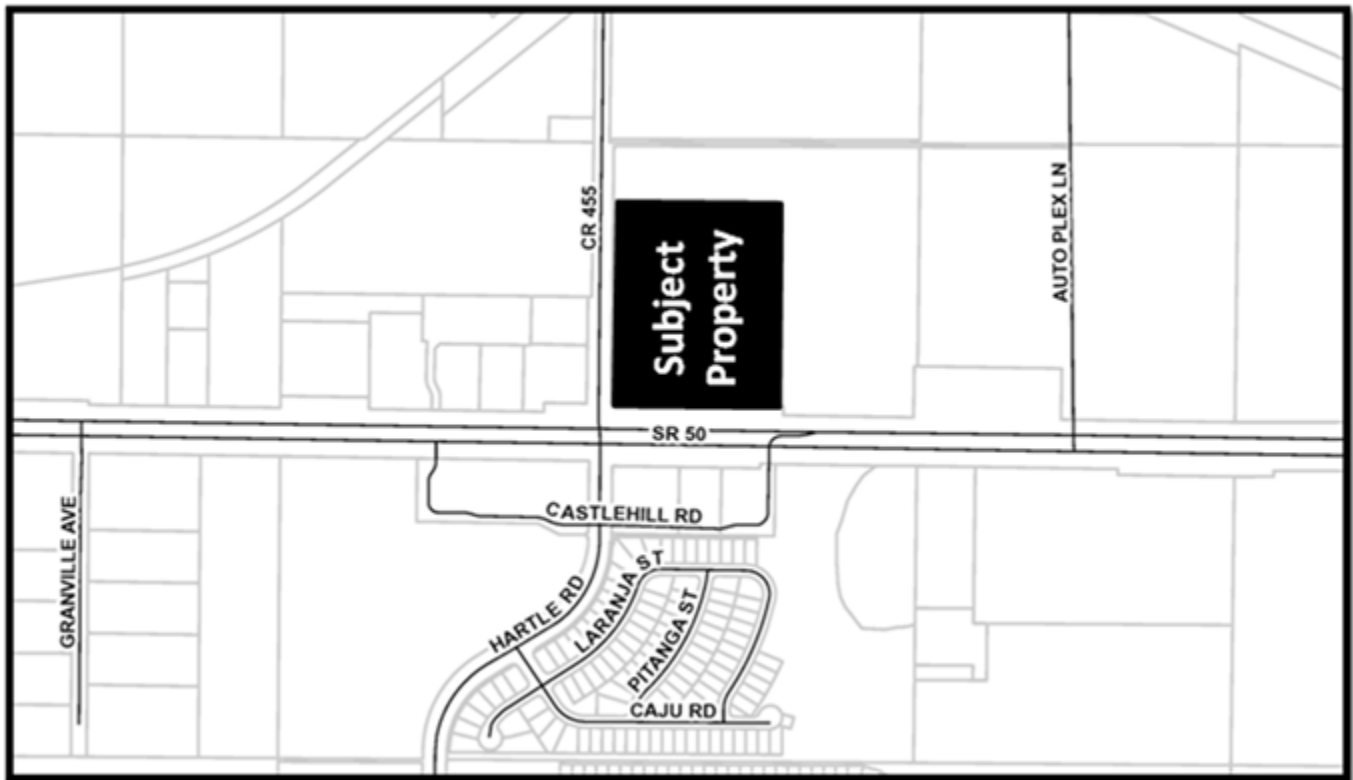
Issue Date and Purpose
Project Number: 0119
Drawn by: J. HINES
Checked by: J. HINES
In Charge: J. HINES
Scale: 1" = 30'
C002

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-39

The City of Clermont will hold public hearings Tuesday, April 7, 2015 at 6:30 p.m. before the Planning and Zoning Commission and Tuesday, April 14, 2015 at 6:30 p.m. before the City Council to consider transmittal and introduction of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Lake County Regional Commercial to Commercial.

The City of Clermont will hold public hearings on Tuesday, June 23, 2015 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



***Location: East Towne Center, 13.88 +/- acres
13900 CR 455; 13910 and 16705 SR 50
Alternate Keys 3815489, 3818669 and 3824982***

Ordinance #2015-39:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the large-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the large-scale comprehensive plan amendment; setting forth the purpose and intent of the large-scale comprehensive plan amendment; providing for the adoption of the large-scale comprehensive plan amendment; establishing the legal status

of the large-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 24, 2015 and June 9, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 7, 2015		
Agenda Item Name		
Ordinance No. 2015-40; East Towne Center		
Requested Action		
Move to recommend approval of Ordinance 2015-40.		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on February 13, 2003. The property is improved and is receiving water and sewer services from the City. The property, approximately 13.8 acres, has been developed as a shopping center with two outparcels. The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Commercial District) to the City's C-2 General Commercial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. Staff recommends approval of the rezoning to C-2 General Commercial.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2015-40.doc	
2. Maps	East Towne Center Maps.pdf	
3. Utility Agreement	2003-07 Utility Agreement.pdf	
4. Legal ad	REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-40

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

A portion of Tracts 3, 4, 13, and 14 of Lake Highlands Company subdivision of Section 26, Township 22 south, Range 26 east, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

Commence at the north ¼ corner of said Section 26; thence south 00°40'30" West, 244.02 feet along the west line of the northeast ¼ of said Section 26; thence south 89°34' 59" east, 33.00 feet parallel with the north line of the northeast ¼ of said Section 26 to the Point of Beginning; thence continue along said parallel line, south 89 34'59" east, 700.01 feet; thence south 00 40'30" west, 879.12 feet parallel with aforesaid west line of the northeast ¼ of said Section 26 to a point on the north right-of-way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence north 88 54'49" west, 683.02 feet along said north right-of-way thence north 00 40'30" East, 457.01 feet; thence north 89 32'33" west, 17.00 feet to a point on the east right-of-way line of County Road 455; thence north 00 40'30" East along said right-of-way line, 414.11 feet to the Point of Beginning,

Containing 13.88 acres, more or less

Alternate Keys 3815489, 3818669 and 3824982; 13900 CR 455; 13910 and 16705 SR 50

From: UE Urban Estate
To: C-2 General Commercial

SECTION 2:

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 3:

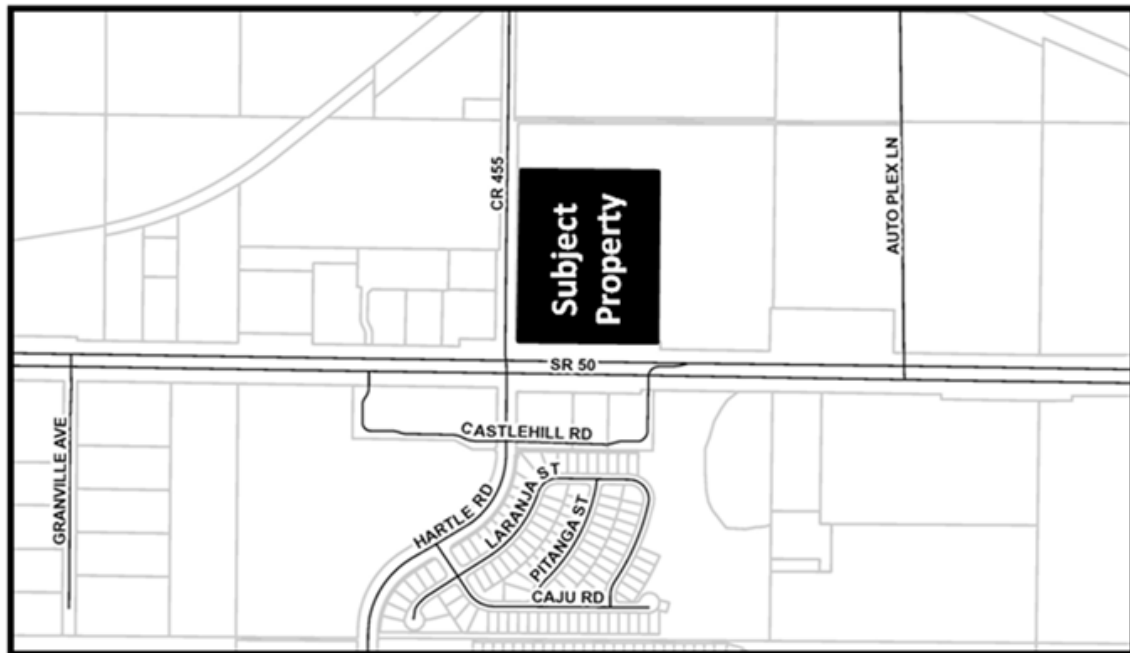
CITY OF CLERMONT
ORDINANCE No. 2015-40

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 4:

The provisions of this Ordinance shall be effective as provided by law.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-40

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map East Towne Center



Exhibit – Future Land Use
East Towne Center

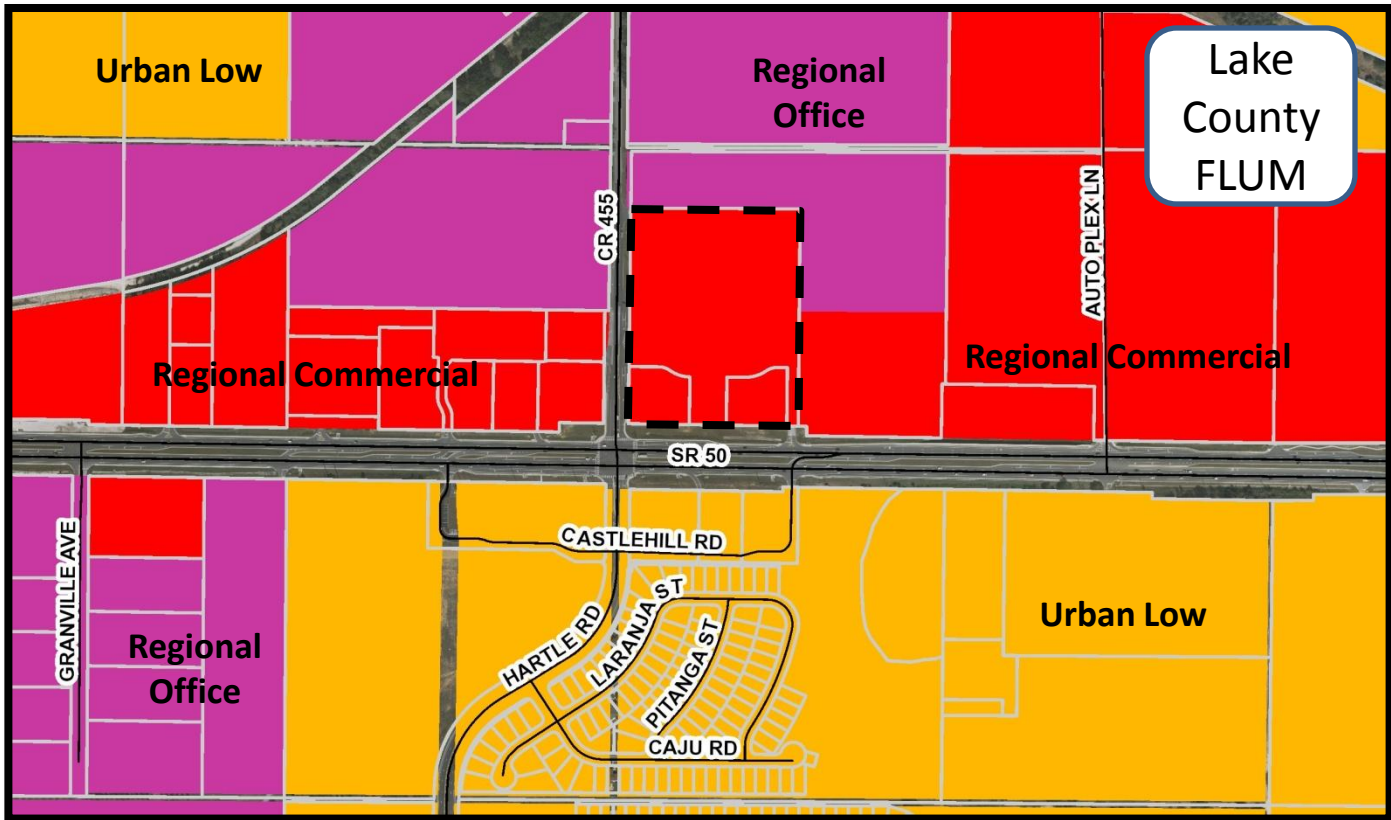
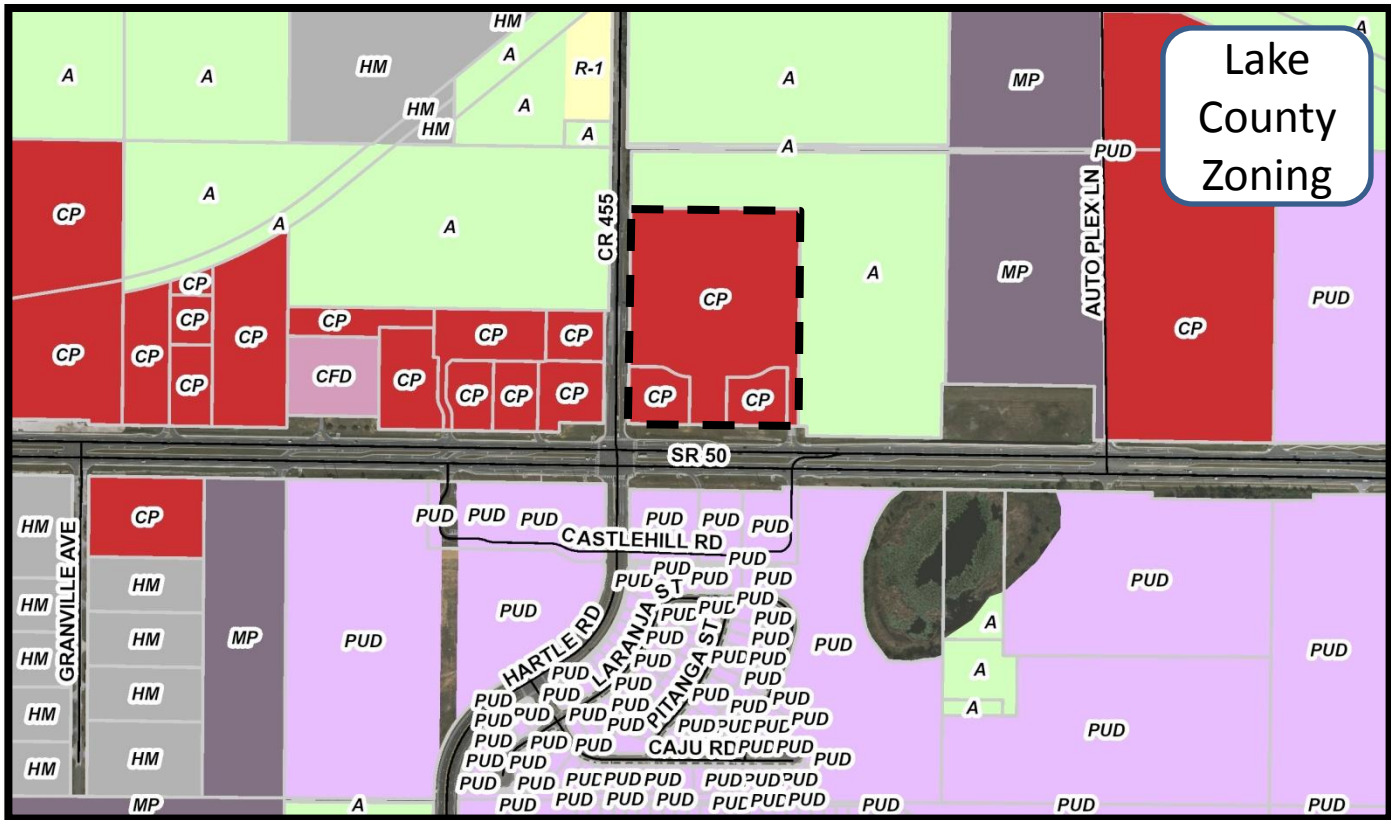


Exhibit – Zoning East Towne Center



1 1000 10 100 11 001 11 001 00 11 11 001 11 010 11 001 11 010 11 010 10 101 1 1001

2403

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.9 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the CITY Land Development Regulations with the following exceptions: 1) six interior landscape islands shall be provided rather than the eleven per Code; and 2) the landscape islands shall be 10 ft. in width including curb rather than 10 ft. in width not including curb.
- 2.2 The property shall be developed in substantial accordance with the attached Exhibit "B" Site Plan.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.
- 3.2 This agreement shall be recorded in the Public Records of Lake County, Florida at cost to OWNER, and this agreement, upon recording, shall constitute an irrevocable application by the undersigned owner to annex the property described on Exhibit 'A', attached hereto, into the City of Clermont, which right to annex the City may exercise at any time in the future.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

David McNulty
East Towne Center, LLC
121 West Forsyth, Suite 200
Jacksonville, FL 32202

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

The effective date of this agreement shall be the day of execution of the agreement required hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its Mayor and OWNER through David McNulty, Vice President, Investment Services of East Towne Center, LLC.

DATED this 13 day of February, 2003.

CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER


David McNulty, Vice President, Investment Services

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared David McNulty as Vice President, Investment Services of East Towne Center, LLC, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 13 day of FEBRUARY, 2003.



PATTI WAGNER
Notary Public, State of Florida
My comm. expires June 24, 2006
Comm. No. DD 128748

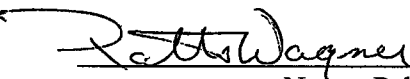

Notary Public

EXHIBIT 'A'

OR BOOK 02290 PAGE 2273

DESCRIPTION:

A portion of Tracts 3, 4, 13 and 14 of Lake Highlands Company Subdivision of Section 26, Township 22 South, Range 26 East, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

COMMENCE at the North 1/4 corner of said Section 26; thence South 00°40'30" West, 244.02 feet along the West line of the Northeast 1/4 of said Section 26; thence South 89°34'59" East, 33.00 feet parallel with the North line of the Northeast 1/4 of said Section 26 to the POINT OF BEGINNING; thence continue along said parallel line, South 89°34'59" East, 700.01 feet; thence South 00°40'30" West, 879.12 feet parallel with aforesaid West line of the Northeast 1/4 of said Section 26 to a point on the North Right-of-Way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence North 88°54'49" West, 683.02 feet along said North Right-of-Way thence North 00°40'30" East, 457.01 feet; thence North 89°32'33" West, 17.00 feet to a point on the East Right of Way line of County Road 455; thence North 00°40'30" East, along said East Right-of-Way line, 414.11 feet to the POINT OF BEGINNING.

CONTAINING 13.88 acres more or less.

*The quality of this image
is equivalent to the quality
of the original document.*

NOTE:

Bearings shown hereon are based on the West line of the Northeast 1/4 of Section 26, Township 22 South, Range 26 East as being South 00°40'30" West. (Assumed)

See Sheet 2 of 2 for Sketch
Sheet 1 of 2

DESCRIPTION

Date:

July 28, 2002 SP

CERT. NO. LB2108

47324010

FOR

Job No.:

47524

Scale:

N.T.S.

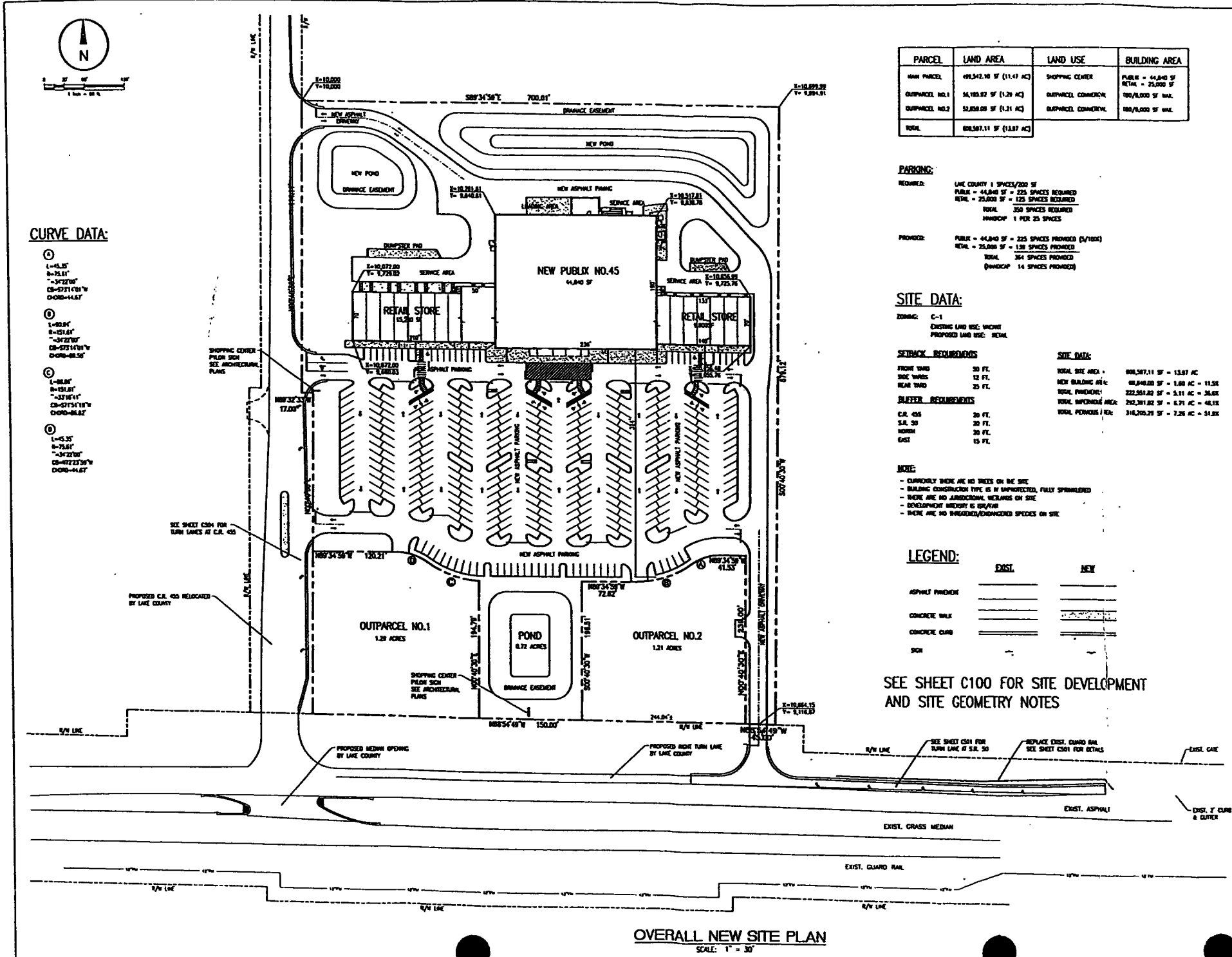
CH. 61017-6, Florida Administrative
Code requires that a legal description
drawing bear the notation that
THIS IS NOT A SURVEY.

Revised: Added Utility Easement
07/08/2002 SP

SOUTHEASTERN SURVEYING & MAPPING CORP.
324 N. Orlando Avenue
Maitland, Florida 32751
407/847-0888
email: info@southesternsurveying.com

GARY H. KRICK
REGISTERED LAND SURVEYOR NO. 4243

The quality of this image
is equivalent to the quality
of the original document.



CURVE DATA:

- ① L=45.15' R=75.15' Δ=37°22'00" CB=47°31'41" W CD=88-44.67'
- ② L=92.91' R=151.61' Δ=37°22'00" CB=47°31'41" W CD=88-44.67'
- ③ L=88.81' R=151.61' Δ=37°22'00" CB=47°31'41" W CD=88-44.67'
- ④ L=45.15' R=75.15' Δ=37°22'00" CB=47°31'41" W CD=88-44.67'

PARCEL	LAND AREA	LAND USE	BUILDING AREA
MAIN PARCEL	49,542.10 SF (1.14 AC)	SHOPPING CENTER	PUBLIC = 44,840 SF RETAIL = 30,400 SF
OUTPARCEL NO.1	54,185.97 SF (1.25 AC)	OUTPARCEL COMMERCIAL	100,000 SF MAX.
OUTPARCEL NO.2	52,859.09 SF (1.21 AC)	OUTPARCEL COMMERCIAL	100,000 SF MAX.
TOTAL	60,587.11 SF (1.37 AC)		

PARKING:

REQUIRED: LAKE COUNTY 1 SPACE/200 SF
PUBLIC = 44,840 SF = 225 SPACES REQUIRED
RETAIL = 30,400 SF = 152 SPACES REQUIRED
TOTAL 377 SPACES REQUIRED
(HANDICAP 1 PER 25 SPACES)

PROVIDED: PUBLIC = 44,840 SF = 225 SPACES PROVIDED (5/10/04)
RETAIL = 30,400 SF = 152 SPACES PROVIDED
TOTAL 377 SPACES PROVIDED
(HANDICAP 14 SPACES PROVIDED)

SITE DATA:

ZONING: C-1
EXISTING LAND USE: MIXED
PROPOSED LAND USE: RETAIL

SETBACK REQUIREMENTS:

FRONT YARD 30 FT.
SIDE YARD 12 FT.
REAR YARD 25 FT.

BUFFER REQUIREMENTS
C.R. 435 30 FT.
S.R. 30 30 FT.
NORTH 30 FT.
EAST 15 FT.

SITE DATA:

TOTAL SITE AREA = 60,587.11 SF = 1.37 AC
NEW BUILDING AREA = 44,840.00 SF = 1.02 AC = 11.58
TOTAL PARKING AREA = 222,551.82 SF = 5.11 AC = 36.62
TOTAL IMPERVIOUS AREA = 292,391.82 SF = 6.71 AC = 48.18
TOTAL PERIMETER / AREA = 316,295.29 SF = 7.26 AC = 51.82

NOTE:

- CURRENTLY THERE ARE NO TREES ON THE SITE
- BUILDING CONSTRUCTION TYPE IS 10 IMPROVEDLY, FULLY SPRINKLERED
- THERE ARE NO JURISDICTIONAL WETLANDS ON SITE
- DEVELOPMENT INTENSITY IS 100%/AC
- THERE ARE NO UNDESIRABLE/UNWANTED SPECIES ON SITE

LEGEND:

	EXIST.	NEW
ASPHALT PAVEMENT		
CONCRETE WALK		
CONCRETE CURB		
SOIL		

SEE SHEET C100 FOR SITE DEVELOPMENT
AND SITE GEOMETRY NOTES

OVERALL NEW SITE PLAN
EAST TOWNE CENTER

REGENCY CENTERS
LAKE COUNTY, FLORIDA

08-14-02	REV SUBMITAL
07-03-02	100% SUBMITAL
06-28-02	PER FOOT COMMENTS
05-06-02	PER LAKE COUNTY
Issue Date and Purpose	
Project Number:	0119
Drawn by:	J. HINES
Checked by:	J. HINES
Designed by:	J. HINES
Reviewed by:	J. HINES
Approved by:	J. HINES
Scale:	C002

LEGAL NOTICE

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

ORDINANCE NO. 2015-40

An ordinance under the Code of Ordinances of the City of Clermont, Lake County, Florida amending the official zoning map of the City of Clermont, referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances; Rezoning the real properties described herein as shown below, providing for severability, an effective date and publication.

LOCATION

East Towne Center, 13.88 +/- acres
13900 CR 455; 13910 and 16705 SR 50
Alternate Keys 3815489, 3818669 and 3824982

LEGAL DESCRIPTION

A portion of Tracts 3, 4, 13, and 14 of Lake Highlands Company subdivision of Section 26, Township 22 south, Range 26 east, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

Commence at the north $\frac{1}{4}$ corner of said Section 26; thence south 00°40'30" West, 244.02 feet along the west line of the northeast $\frac{1}{4}$ of said Section 26; thence south 89°34' 59" east, 33.00 feet parallel with the north line of the northeast $\frac{1}{4}$ of said Section 26 to the Point of Beginning; thence continue along said parallel line, south 89 34'59" east, 700.01 feet; thence south 00 40'30" west, 879.12 feet parallel with aforesaid west line of the northeast $\frac{1}{4}$ of said Section 26 to a point on the north right-of-way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence north 88 54'49" west, 683.02 feet along said north right-of-way thence north 00 40'30" East, 457.01 feet; thence north 89 32'33" west, 17.00 feet to a point on the east right-of-way line of County Road 455; thence north 00 40'30" East along said right-of-way line, 414.11 feet to the Point of Beginning,

Containing 13.88 acres, more or less

Alternate Keys 3815489, 3818669 and 3824982; 13900 CR 455; 13910 and 16705 SR 50

FROM UE Urban Estate
TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, April 7, 2015 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, April 28, 2015 at 6:00 p.m. for final enactment.

All meetings will be held at City Hall, located at 685 W. Montrose Street.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 14, 2015

Location Map:

