



**CITY OF CLERMONT
SPECIAL PLANNING AND ZONING COMMISSION
MEETING AGENDA
6:00 PM, Monday, April 27, 2015
City Hall – 685 W. Montrose Street, Clermont, FL**

**CALL TO ORDER
INVOCATION AND PLEDGE OF ALLEGIANCE
REPORTS
NEW BUSINESS**

- | | |
|---|---|
| Item 1 - Ordinance No. 2015-36; Senninger
Irrigation
Large-Scale Comprehensive Plan Amendment | Request for a large-scale comprehensive plan amendment to change the future land use from Lake County Regional Office to City Industrial for property located at 16220 SR 50. |
| Item 2 - Ordinance No. 2015-37; Senninger
Irrigation
Rezoning | Request to change the zoning from UE Urban Estate to M-1 Industrial for property located at 16220 SR 50. |
| Item 3 - Ordinance No. 2015-42; BP
Small-Scale Comprehensive Plan Amendment | 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 16431 SR 50. |
| Item 4 - Ordinance No. 2015-43; BP
Rezoning | Request to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16431 SR 50. |
| Item 5 - Ordinance No. 2015-45; Discount Tire
Small-Scale Comprehensive Plan Amendment | 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 16407 SR 50. |
| Item 6 - Ordinance No. 2015-46; Discount Tire
Rezoning | Request to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16407 SR 50. |
| Item 7 - Ordinance No. 2015-48; Harbor Federal
Small-Scale Comprehensive Plan Amendment | 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 16345 SR 50. |
| Item 8 - Ordinance No. 2015-49; Harbor Federal
Rezoning | Request to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16345 SR 50. |

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Item 9 - Ordinance No. 2015-51; Value Place Hotel
Small-Scale Comprehensive Plan Amendment

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 16311 SR 50.

Item 10 - Ordinance No. 2015-52; Value Place Hotel
Rezoning

Request to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16311 SR 50.

Item 11 - Ordinance No. 2015-54; U-Haul
Small-Scale Comprehensive Plan Amendment

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 13650 Granville Ave.

Item 12 - Ordinance No. 2015-55; U-Haul
Rezoning

Request to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 13650 Granville Ave.

Discussion of Non-Agenda Items

ADJOURN

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.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Monday, April 27, 2015		
Agenda Item Name		
Ordinance No. 2015-36; Senninger Irrigation Large-Scale Comprehensive Plan Amendment		
Requested Action		
Move to recommend transmittal of Ordinance No. 2015-36.		
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 November 24, 2003. The property is improved and is currently receiving water services from the City. The property is approximately 19 acres. The proposed map amendment will change the future land use from Lake County's Regional Office to the City's Industrial designation. This land use designation is the most compatible for the uses currently entitled on the property through the Industrial zoning designation. The City's Office or Commercial land use designation would create a conflict with the existing Industrial zoning designation since it prohibits industrial uses. The related rezoning request will change the zoning from Urban Estate (currently Planned Industrial District in Lake County) to the City's M-1 Industrial 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 July. Staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Regional Office to Industrial 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 2015-36.doc		
2. Map Senninger Maps.pdf		

3.	Utility Agreement	Senninger Utility Agreement.pdf
4.	Legal Ad	CPA Ad.docx

CITY OF CLERMONT
ORDINANCE No. 2015-36

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

Parcel B:

That part of lots 39, 40, 41, and 42, of Lake Highlands Company, a subdivision in Section 26, Township 22 south, Range 26 east, according to the record plat thereof, recorded in PB 3, PG 52, in the Public Records of Lake County, Florida, bounded and described as follows:

CITY OF CLERMONT
ORDINANCE No. 2015-36

Commence at the southwest corner of lot 57, of said Lake Highlands Company, and run north 00°10'49" east, along the west line of lots 57, 56 and 41, of said Lake Highlands Company, a distance of 1,682.40 feet to the point of beginning of this description; from said point of beginning, continue north 00°10'49" east, along the west line of lots 41 and 40, of said Lake Highlands Company, a distance of 969.87 feet to the northwest corner of said lot 40; thence south 89°34'10" east, along the north line of said lot 40, a distance of 472.27 feet; thence south 00°25'50" west, 191.77 feet; thence south 89°28'34" east, 455.72 feet to the beginning of a curve concaved southwesterly and having a radius of 35.00 feet; thence easterly and southerly, along the arc of said curve, through a central angle of 89°48'41", an arc length of 54.86 feet, to the end of said curve; thence south 00°20'07" west, 742.66 feet; thence north 89°33'15" west, 959.93 feet to the point of beginning. Subject to all easements, rights-of-way and restrictions of record, if any.

Containing 19 acres, more or less

A portion of Alternate Key 1795044 and approximately ½ of 1648165;
16220 State Road 50

CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY – REGIONAL OFFICE
TO CITY OF CLERMONT INDUSTRIAL

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.

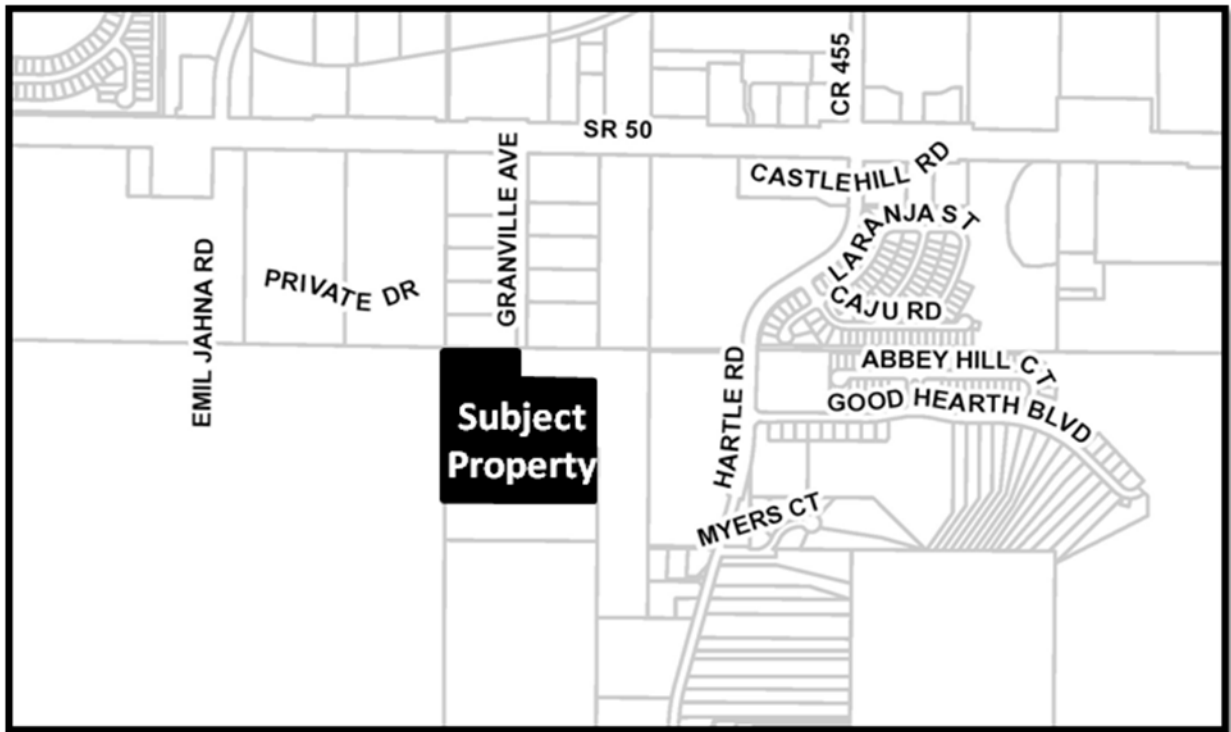
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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. 2015-36

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-36

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

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Senninger Irrigation

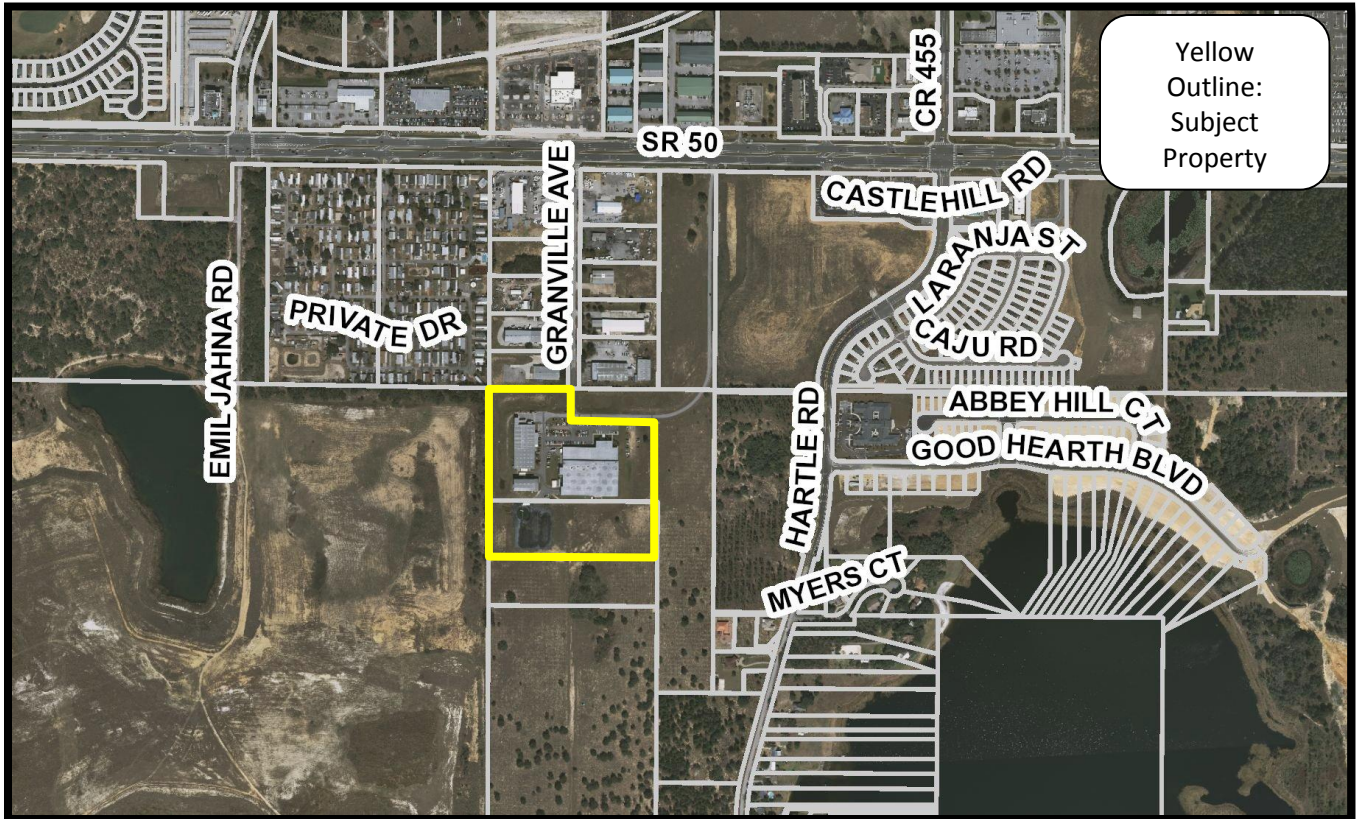
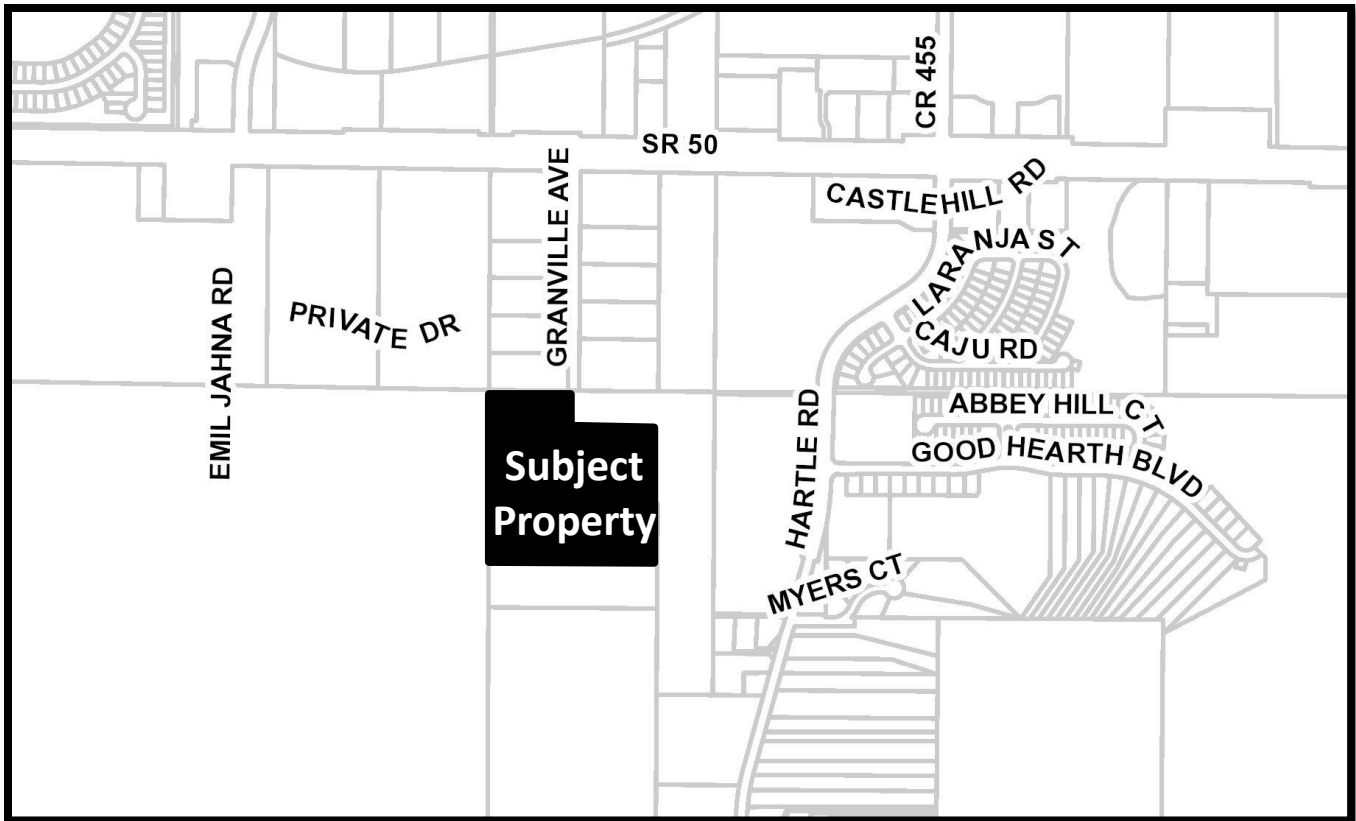


Exhibit – Future Land Use
Senninger Irrigation

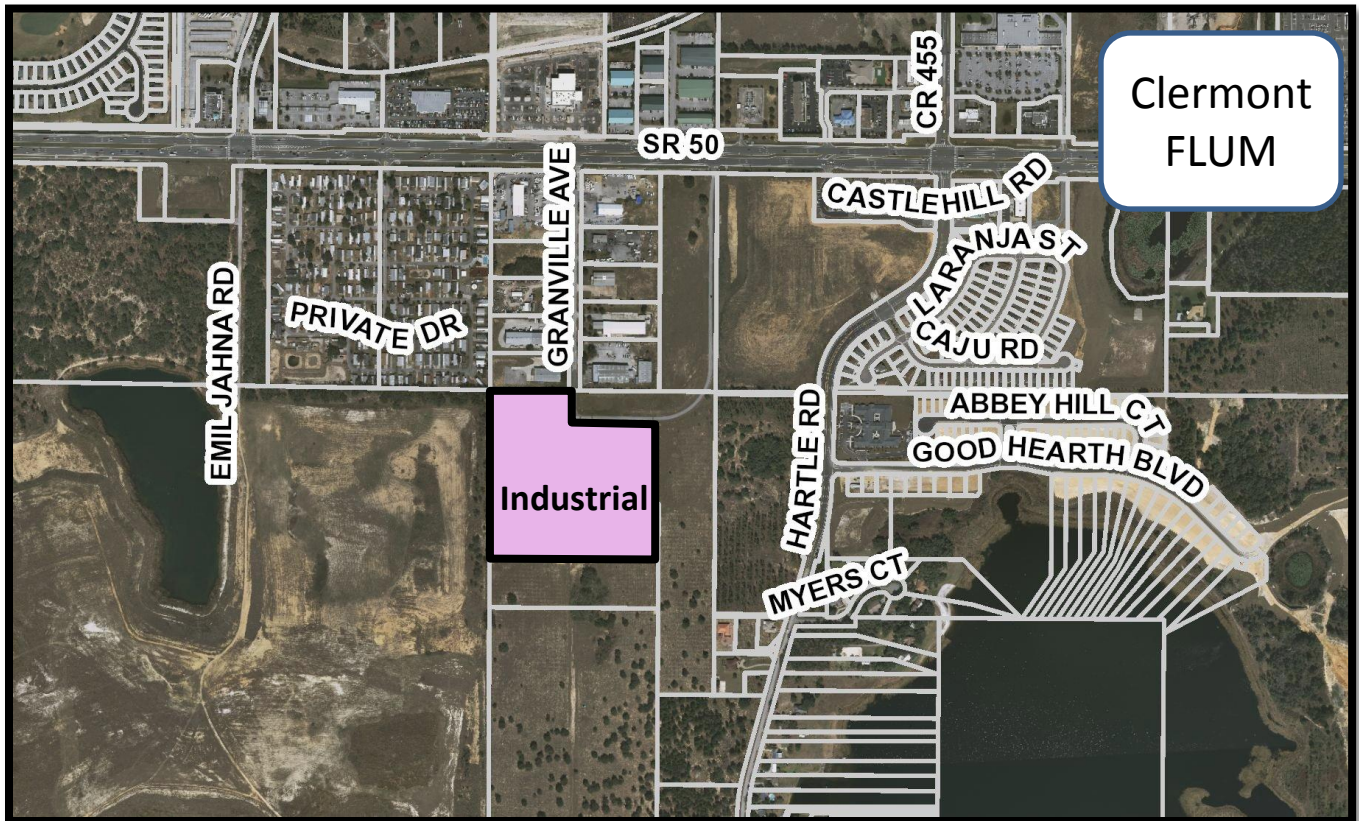
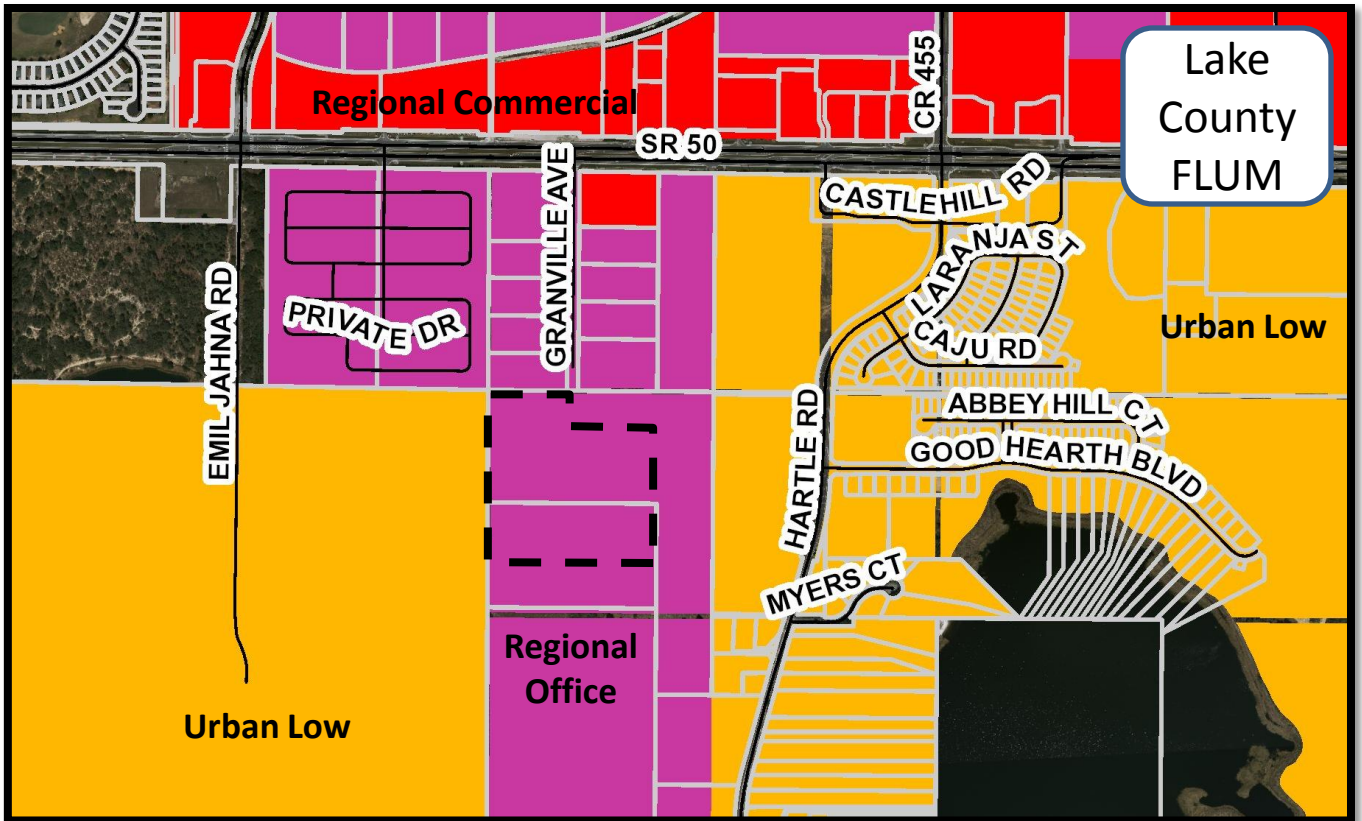
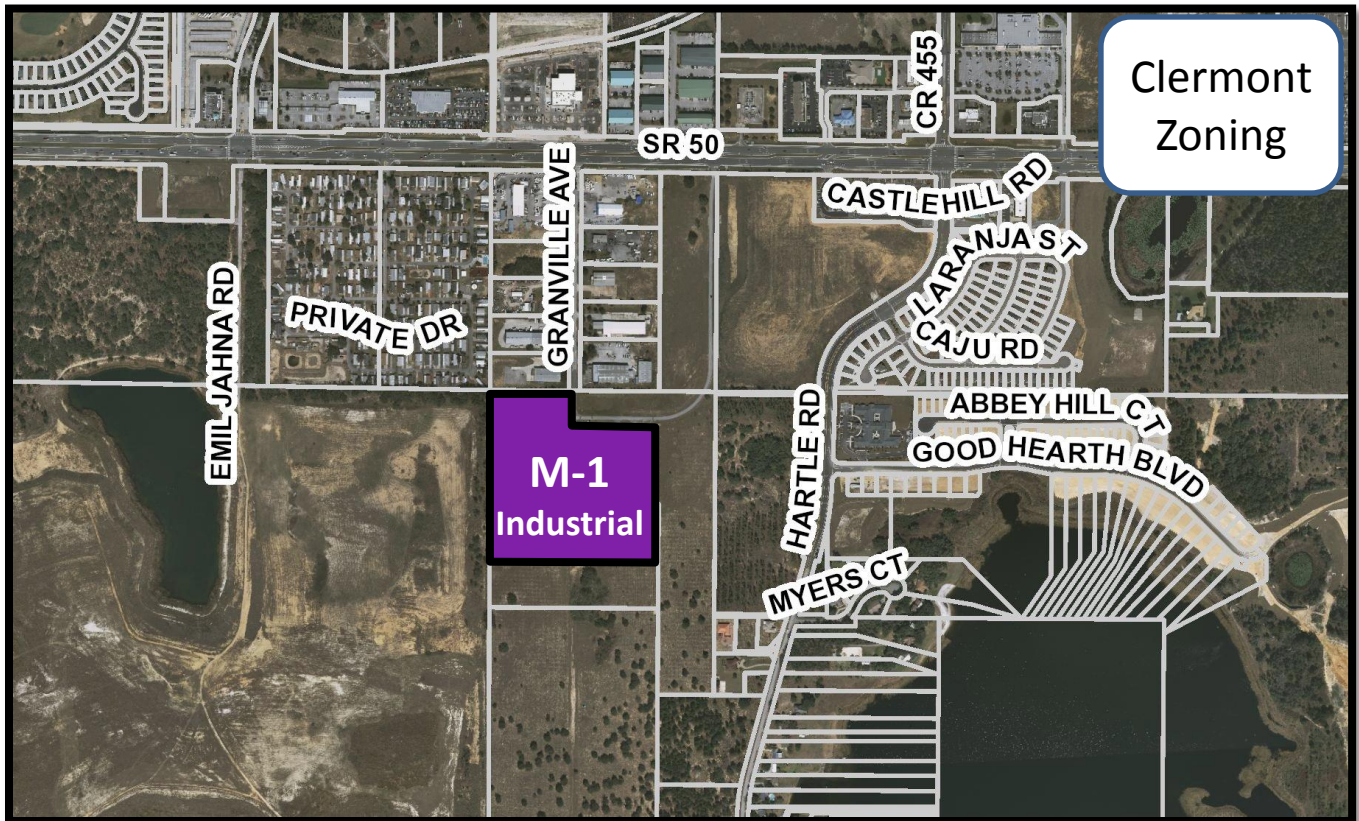
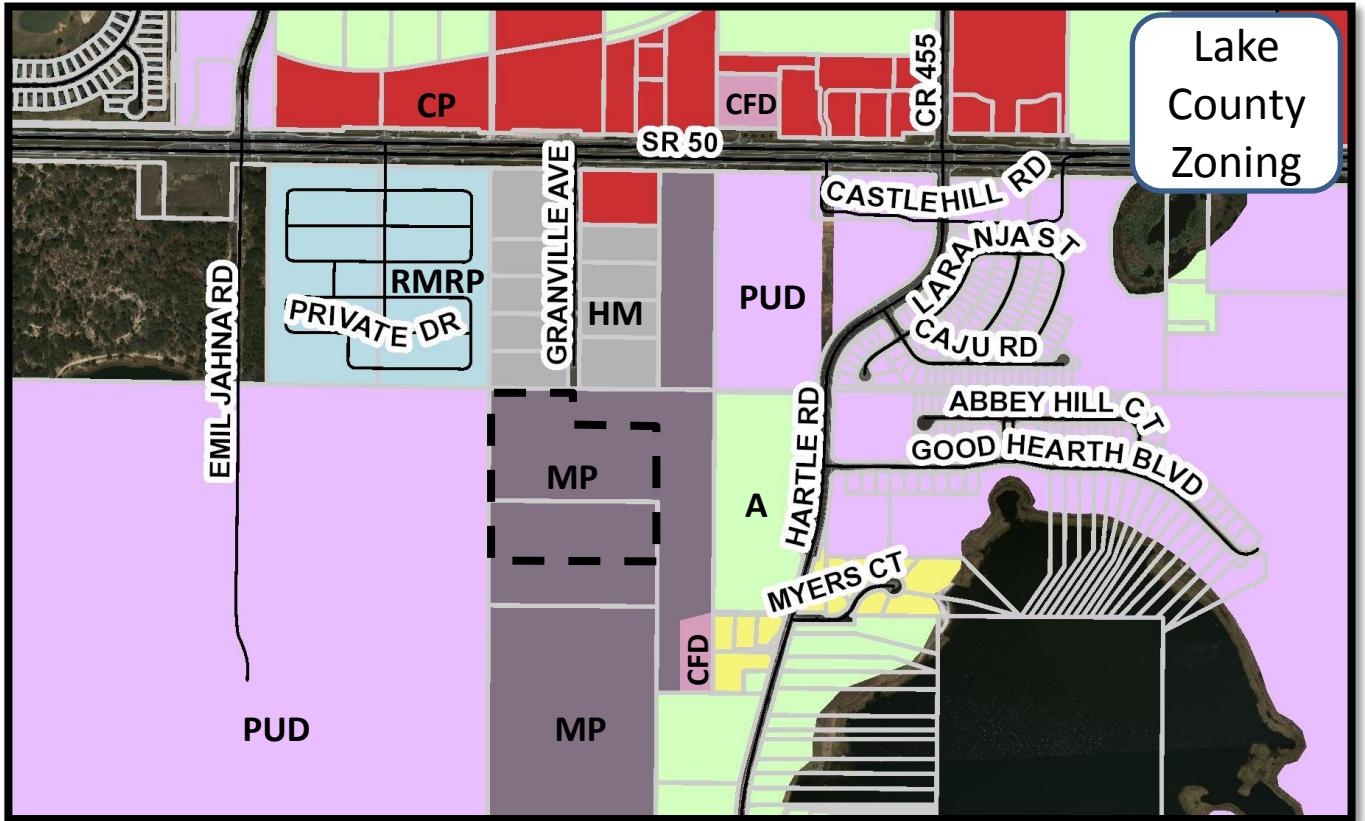


Exhibit – Zoning
Senninger Irrigation



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 Senninger Irrigation, Inc. and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop Senninger Irrigation Manufacturing Facility, 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 project; 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 and along routes approved by CITY, per plans and specs prepared by Walling Engineering dated OCT 03 22 31, 2003.

- 1.3 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 and other specifications required by the CITY.
- 1.4 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. Senninger shall be entitled to be reimbursed by the CITY (the "Over sized cost") that represents the difference in the cost to engineer, design, permit and construct the water lines and/or appurtenances needed by Senninger for its Property, and/or appurtenances required by the CITY. The Oversize cost of the water lines and or appurtenances shall be repaid to Senninger as a credit against water impact fees, pursuant to paragraph 1.12
- 1.5 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project as reflected on the approved engineering plans. 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.
- 1.6 The OWNER shall be responsible for all costs of on site and off site improvements as reflected on the approved engineering plans, 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.
- 1.7 The OWNER shall provide to the CITY a minimum of two contractor bids that shall include the total cost for the minimum required size lines and appurtenances and a total cost for the approved oversize design. The OWNER shall provide the CITY with proposed engineering and permitting cost differences for CITY review and approval.
- 1.8 The OWNER and CITY shall agree on the cost difference prior to commencement of construction.
- 1.9 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 per approved plans and specifications, with reimbursement for the difference in costs as determined in Section 1.11 from the CITY in the form of Impact Fee Credits.
- 1.10 The Impact Fee Credits shall be established subject to Sections 1.4 and 1.9, 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.
- 1.11 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.

- 1.12 Ownership of Utility Lines – Certain water mains to be constructed under this agreement shall be owned and maintained by the City as indicated on the approved plans. Ownership shall be transferred from the OWNER to the CITY by Bill of Sales upon completion of installation, inspection and acceptance by the CITY. A minimum 15' wide easement shall be granted by OWNER to the CITY for all Utility lines to be owned and maintained by CITY.

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

Adam Skolnik, President
Senninger Irrigation, Inc.
6416 Old Winter Garden Road
Orlando, FL 32835

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 Adam Skolnik as President of Senninger Irrigation, Inc..

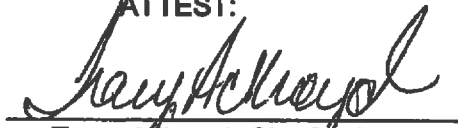
DATED this 14 day of October, 2003.

CITY OF CLERMONT



Harold S. Turville, Jr., Mayor

ATTEST:


Tracy Ackroyd, City Clerk

OWNER


Adam Skolnik, President

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 Adam Skolnik as President of Senninger Irrigation, 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 24th day of November, 2003.


Notary Public
JUANITA R. LASSETER

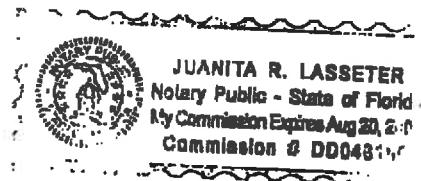


EXHIBIT A

PARCEL B:

THAT PART OF LOTS 39, 40, 41 AND 42, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE RECORD PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 57, OF SAID LAKE HIGHLANDS COMPANY, AND RUN N.00°10'49"E., ALONG THE WEST LINE OF LOTS 57, 56 AND 41, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1,682.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE N.00°10'49"E., ALONG THE WEST LINE OF LOTS 41 AND 40, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 969.87 FEET TO THE NORTHWEST CORNER OF SAID LOT 40; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF SAID LOT 40, A DISTANCE OF 472.27 FEET; THENCE S.00°25'50"W., 191.77 FEET; THENCE S.89°28'34"E., 455.72 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°48'41", AN ARC LENGTH OF 54.86 FEET, TO THE END OF SAID CURVE; THENCE S.00°20'07"W., 742.66 FEET; THENCE N.89°33'15"W., 959.93 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.

TOGETHER WITH THE FOLLOWING ACCESS UTILITY AND DRAINAGE EASEMENTS APPURTENANT TO PARCEL B:

ACCESS/UTILITY EASEMENT

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 50 WITH THE EAST LINE OF LOT 23, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND RUN S.00°24'47"W., ALONG THE EAST LINE OF LOTS 23 AND 26, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1,143.87 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 331.00 FEET; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°06'34", AN ARC LENGTH OF 520.57 FEET, TO THE END OF SAID CURVE; THENCE N.89°28'34"W., 526.34 FEET; THENCE N.00°25'50"E., 191.77 FEET TO A POINT ON THE NORTH LINE OF LOT 40, OF THE AFOREMENTIONED LAKE HIGHLANDS COMPANY; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF SAID LOT 40, A DISTANCE OF 50.00 FEET; THENCE S.00°25'50"W., 128.32 FEET; THENCE S.89°34'10"E., 483.52 FEET TO THE

BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 265.80 FEET; THENCE EASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°01'25", AN ARC LENGTH OF 417.63 FEET, TO THE END OF SAID CURVE; THENCE N.00°24'25"E., 1007.16 FEET; THENCE N.05°55'50"E., 138.92 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50; THENCE S.88°48'45"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50, 52.28 FEET TO THE POINT OF BEGINNING.

10 FOOT WIDE UTILITY EASEMENT

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50 WITH THE EAST LINE OF LOT 23, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND RUN N.88°48'45"W., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50, A DISTANCE OF 52.28 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S.05°55'50"W., 138.92 FEET; THENCE S.00°24'25"W., 1,007.16 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 265.80 FEET; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°01'25", AN ARC LENGTH OF 417.63 FEET, TO THE END OF SAID CURVE; THENCE N.89°34'10"W., 43.40 FEET; THENCE N.00°25'50"E., 10.00 FEET; THENCE S.89°34'10"E., 43.40 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 255.80 FEET; THENCE EASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°01'25", AN ARC LENGTH OF 401.92 FEET, TO THE END OF SAID CURVE; THENCE N.00°24'25"E., 1,007.65 FEET; THENCE N.05°55'50"E., 138.57 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50; THENCE S.88°48'45"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 10.03 FEET TO THE POINT OF BEGINNING.

15 FOOT WIDE UTILITY EASEMENT

A 15 FOOT WIDE UTILITY EASEMENT LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGIN AT THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50 WITH THE WEST LINE OF THE EAST 1/2 OF LOT 23, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND RUN S.88°48'45"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50, A DISTANCE OF 15.00 FEET; THENCE S.00°23'57"W., PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID LOT 23, AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF LOT 26, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1,301.74 FEET TO A POINT THAT IS 15 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES

THERETO, THE NORTH LINE OF LOT 39, OF SAID LAKE HIGHLANDS COMPANY; THENCE N.89°34'10"W., PARALLEL WITH THE NORTH LINE OF SAID LOT 39, A DISTANCE OF 244.30 FEET; THENCE S.00°25'50"W., 113.32 FEET; THENCE N.89°34'10"W., 15.00 FEET; THENCE N.00°25'50"E., 128.32 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 39, OF LAKE HIGHLANDS COMPANY; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF SAID LOT 39, A DISTANCE OF 244.29 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 26, OF LAKE HIGHLANDS COMPANY; THENCE N.00°23'57"E., ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 26, AND ALONG THE WEST LINE OF THE EAST 1/2 OF LOT 23, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1, 286.74 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT "A"

A DRAINAGE EASEMENT LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 26, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 39, OF SAID LAKE HIGHLANDS COMPANY, AND RUN N.89°34'10"W., ALONG THE NORTH LINE OF SAID LOT 39, A DISTANCE OF 244.29 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S.00°25'50"W., 128.32 FEET; THENCE N.89°34'10"W., 230.93 FEET; THENCE N.00°25'50"E., 128.32 FEET TO A POINT ON THE NORTH LINE OF LOT 40, OF SAID LAKE HIGHLANDS COMPANY; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF LOT 40, AND ALONG THE NORTH LINE OF LOT 39, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 230.93 FEET TO THE POINT OF BEGINNING.

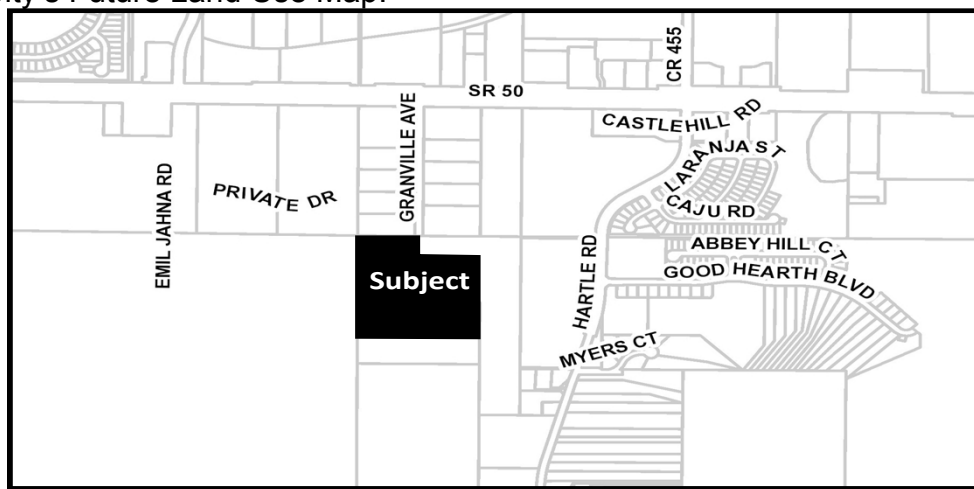
SOURCE: Legal descriptions provided by Farmer and Associates. (Project # 03-0751)

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-36

The City of Clermont will hold public hearings on Monday, April 27, 2015 at 6:00 p.m. at a Special Meeting of the Planning and Zoning Commission and Tuesday, May 12, 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 Office to Industrial.

The City of Clermont will hold public hearings on Tuesday, July 28, 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: A portion of Alternate Key 1795044 and approximately ½ of 1648165;
Senninger; 16220 State Road 50***

Ordinance #2015-36:

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.

Daily Commercial
April 13, 2015 and July 14, 2015

Tracy Ackroyd, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Monday, April 27, 2015		
Agenda Item Name		
Ordinance No. 2015-37; Senninger Irrigation Rezoning		
Requested Action		
Move to recommend approval of Ordinance No. 2015-37.		
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 November 24, 2003. The property is improved and is currently receiving water services from the City. The property is approximately 19 acres. The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Industrial District) to the City's M-1 Industrial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Office to the City's Industrial designation. Staff recommends approval of the rezoning to M-1 Industrial.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2015-37.doc	
2. Maps	Senninger Maps.pdf	
3. Utility Agreement	Senninger Utility Agreement.pdf	
4. Legal ad	Senninger REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-37

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

Parcel B:

That part of lots 39, 40, 41, and 42, of Lake Highlands Company, a subdivision in Section 26, Township 22 south, Range 26 east, according to the record plat thereof, recorded in PB 3, PG 52, in the Public Records of Lake County, Florida, bounded and described as follows:

Commence at the southwest corner of lot 57, of said Lake Highlands Company, and run north 00°10'49" east, along the west line of lots 57, 56 and 41, of said Lake Highlands Company, a distance of 1,682.40 feet to the point of beginning of this description; from said point of beginning, continue north 00°10'49" east, along the west line of lots 41 and 40, of said Lake Highlands Company, a distance of 969.87 feet to the northwest corner of said lot 40; thence south 89°34'10" east, along the north line of said lot 40, a distance of 472.27 feet; thence south 00°25'50" west, 191.77 feet; thence south 89°28'34" east, 455.72 feet to the beginning of a curve concaved southwesterly and having a radius of 35.00 feet; thence easterly and southerly, along the arc of said curve, through a central angle of 89°48'41", an arc length of 54.86 feet, to the end of said curve; thence south 00°20'07" west, 742.66 feet; thence north 89°33'15" west, 959.93 feet to the point of beginning. Subject to all easements, rights-of-way and restrictions of record, if any.

Containing 19 acres, more or less

A portion of Alternate Key 1795044 and approximately ½ of 1648165; 16220 State Road 50

From: UE Urban Estate
To: M-1 Industrial

CITY OF CLERMONT
ORDINANCE No. 2015-37

SECTION 2:

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

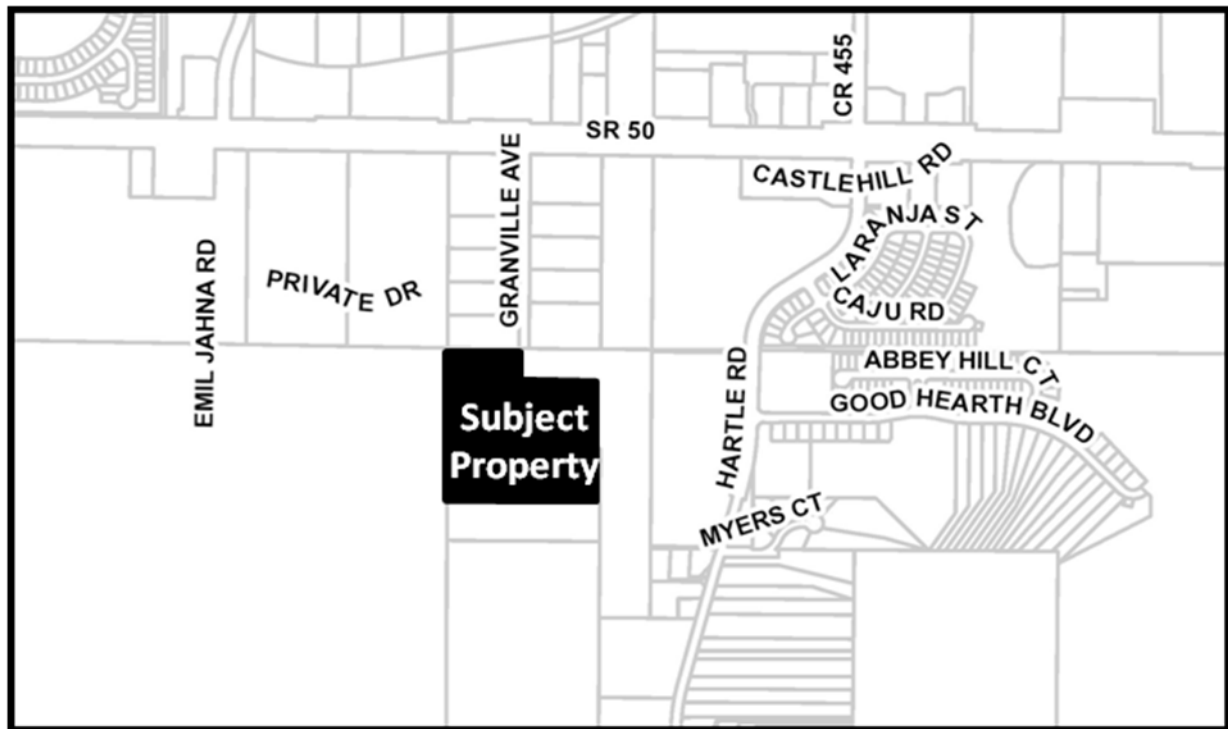
SECTION 3:

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. 2015-37

Florida on this 26th day of May, 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 Senninger Irrigation

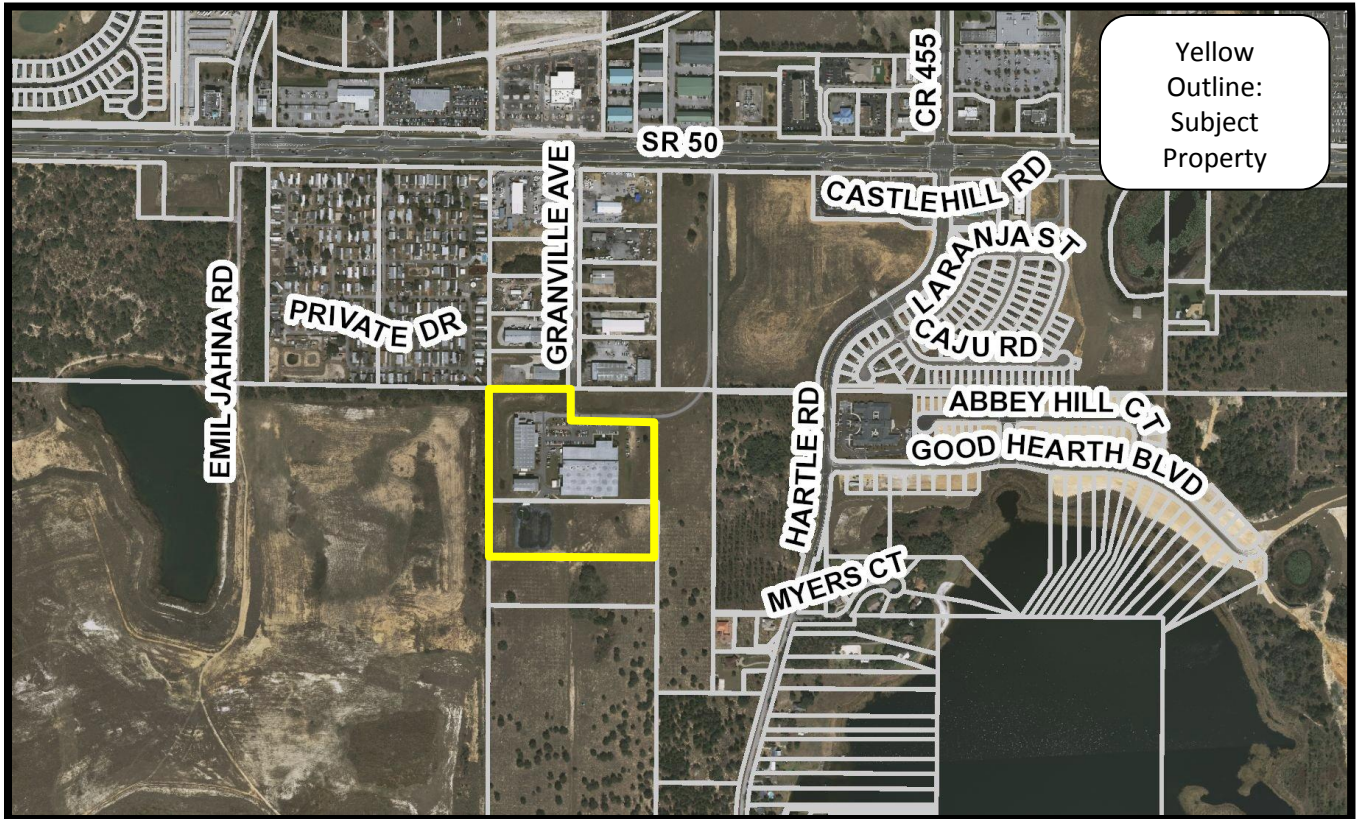
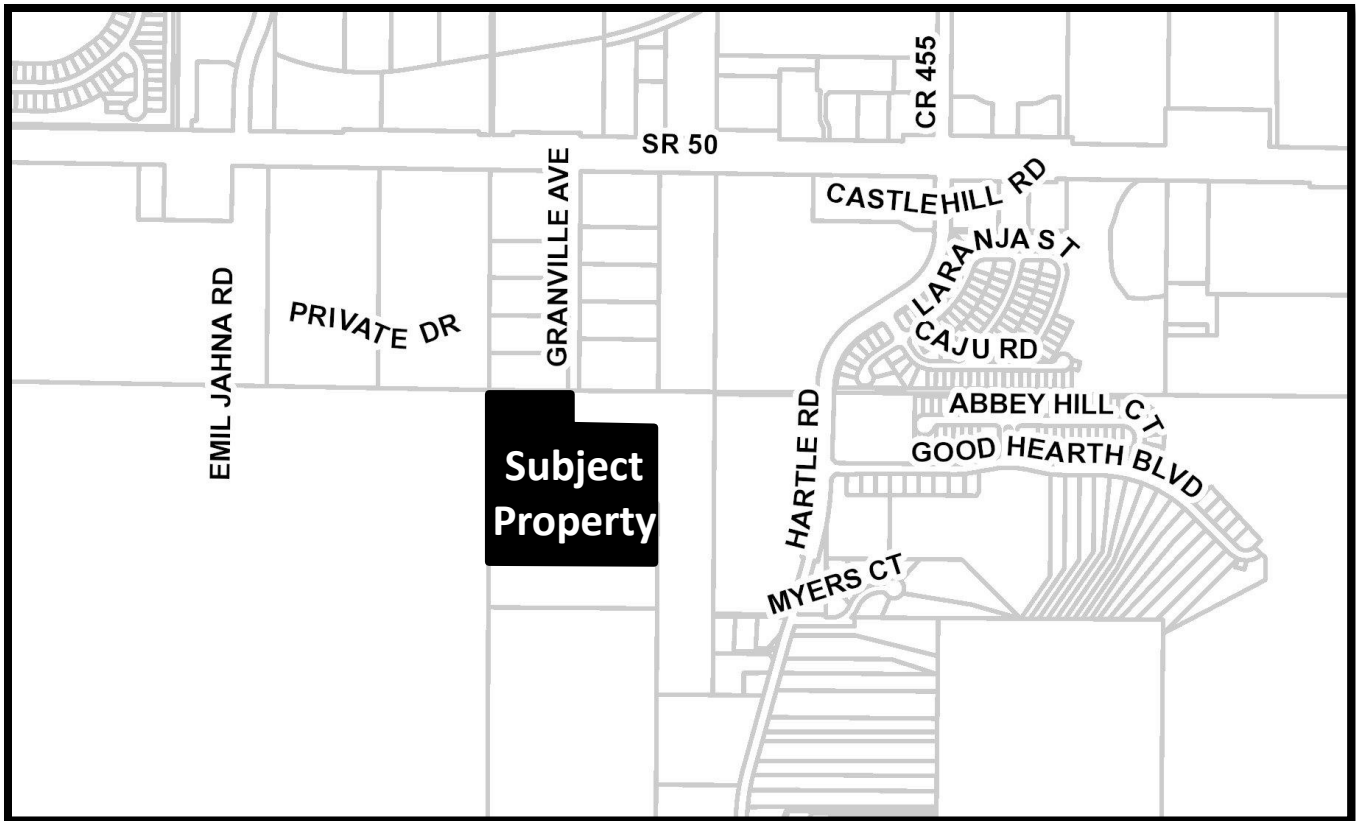


Exhibit – Future Land Use
Senninger Irrigation

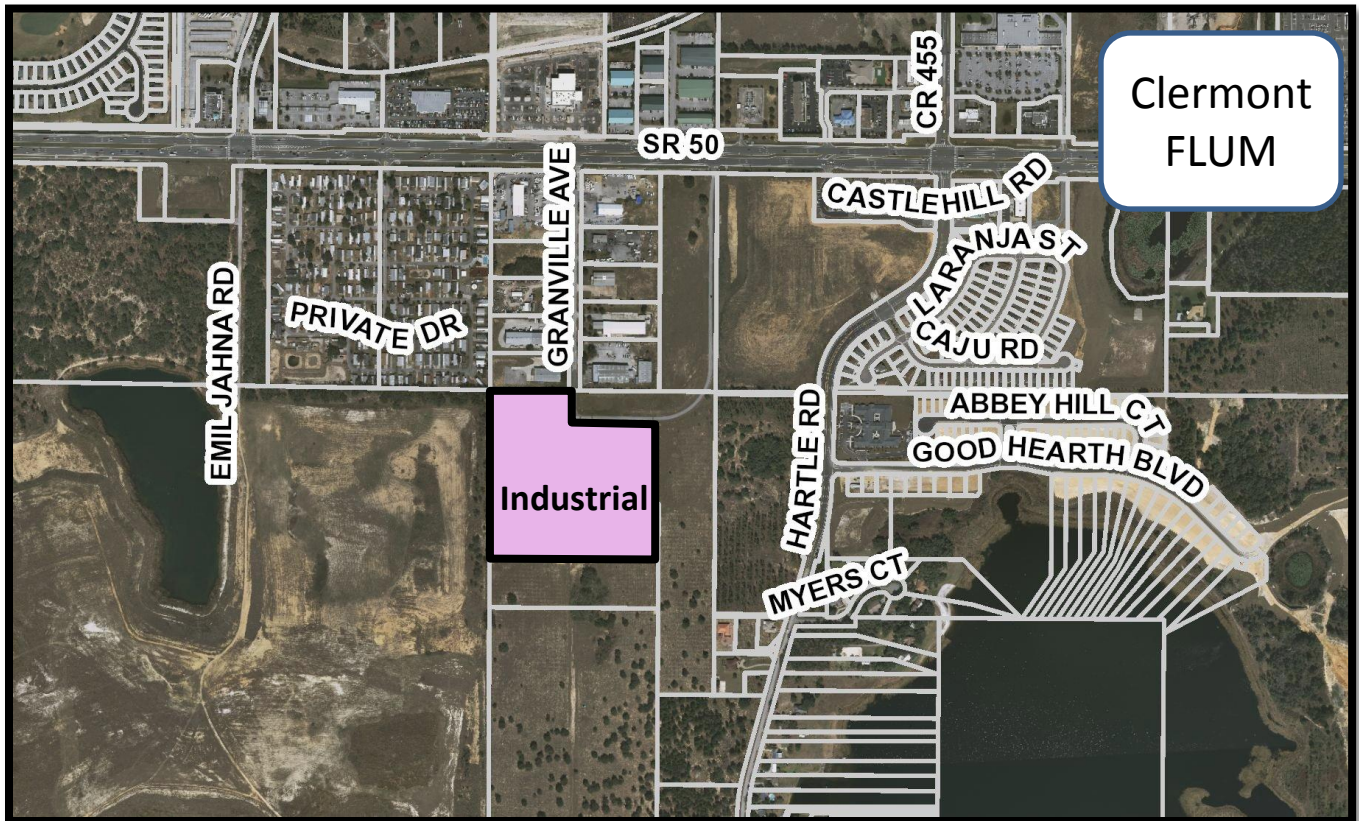
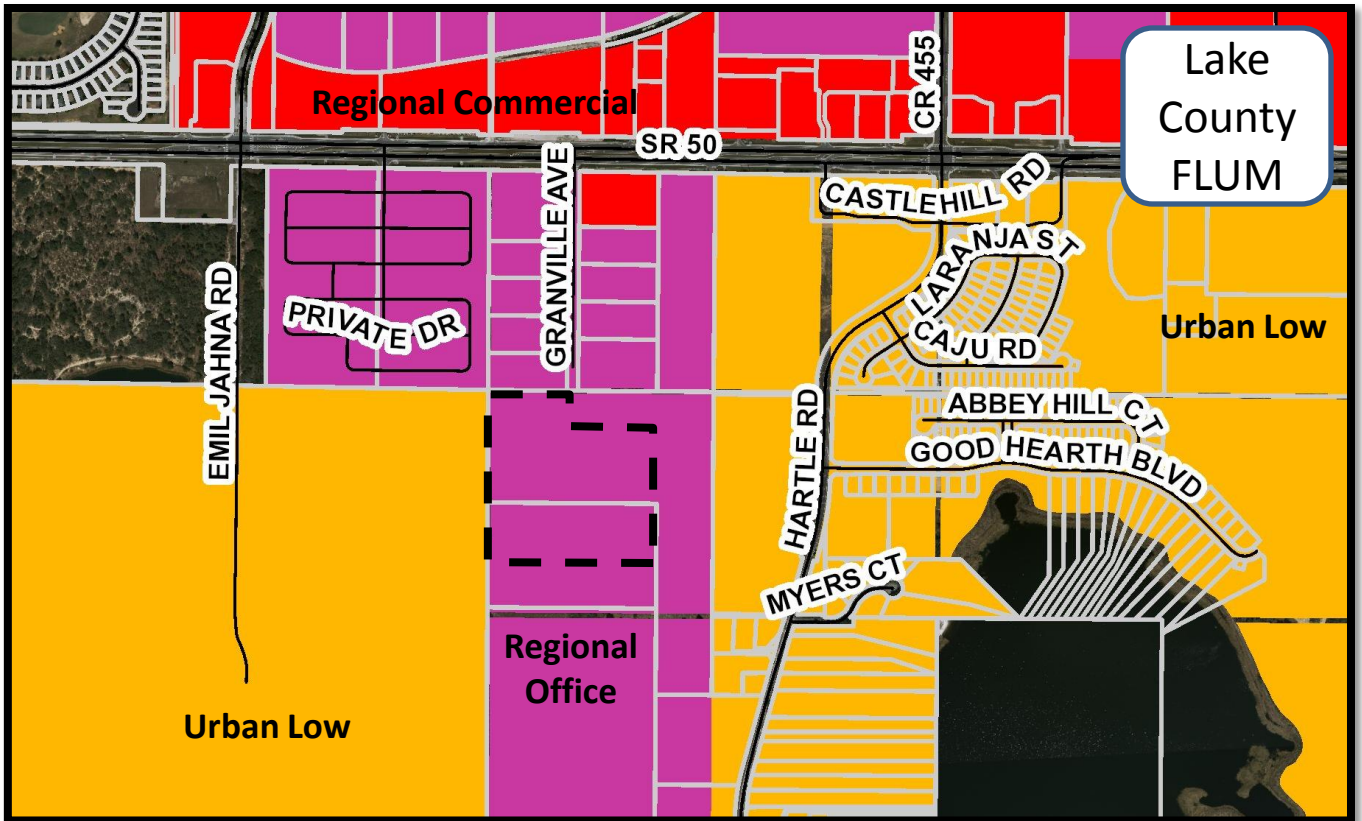
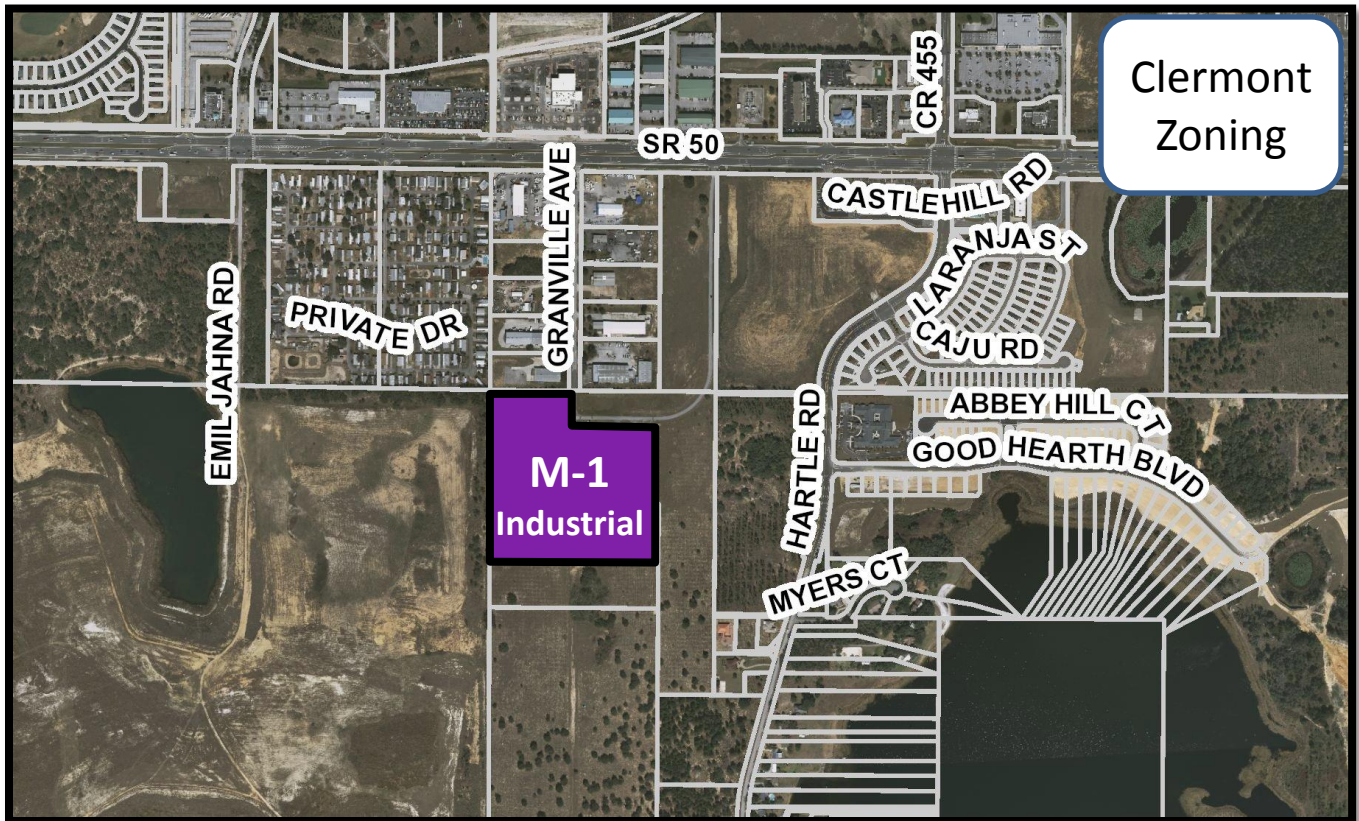
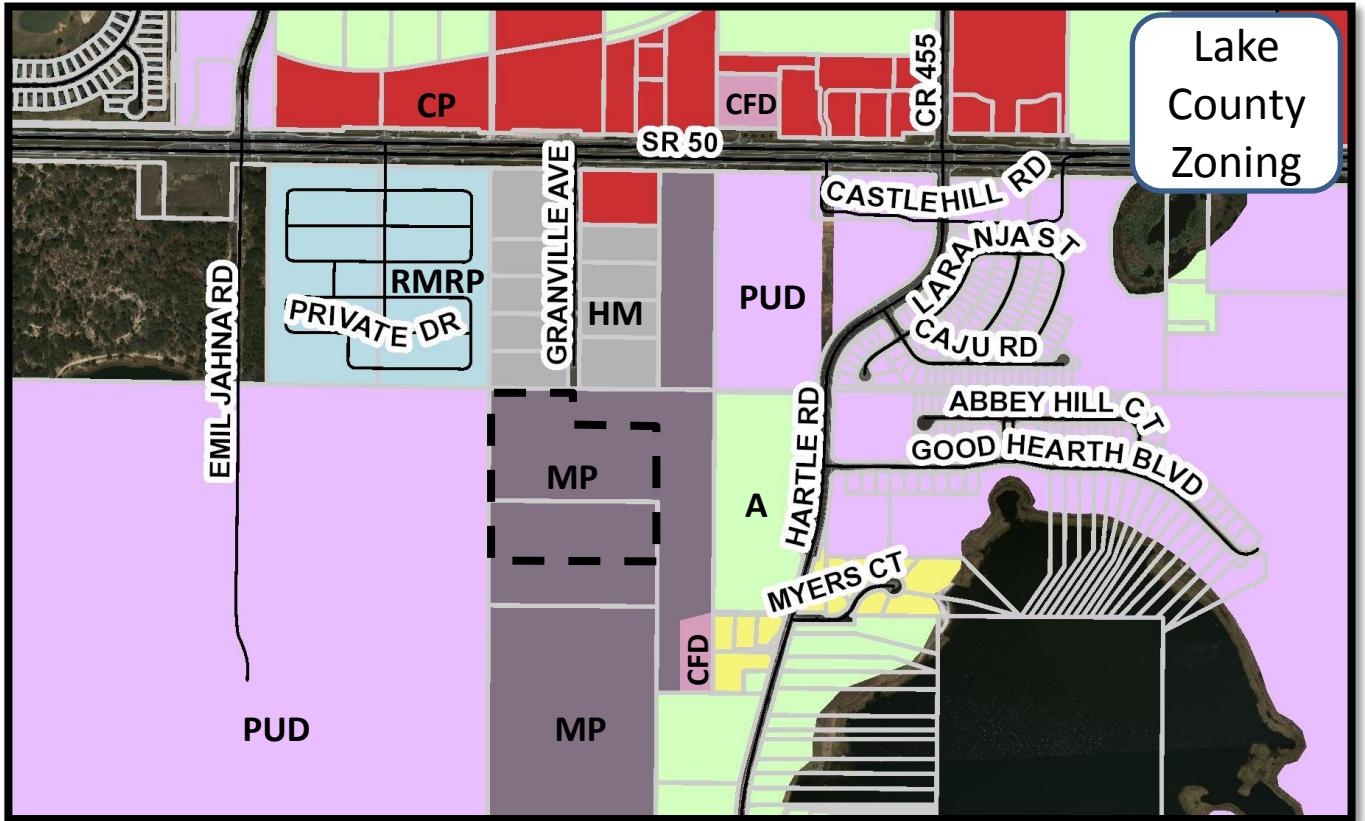


Exhibit – Zoning
Senninger Irrigation



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 Senninger Irrigation, Inc. and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop Senninger Irrigation Manufacturing Facility, 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 project; 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 and along routes approved by CITY, per plans and specs prepared by Walling Engineering dated OCT 03 22 31, 2003.

- 1.3 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 and other specifications required by the CITY.
- 1.4 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. Senninger shall be entitled to be reimbursed by the CITY (the "Over sized cost") that represents the difference in the cost to engineer, design, permit and construct the water lines and/or appurtenances needed by Senninger for its Property, and/or appurtenances required by the CITY. The Oversize cost of the water lines and or appurtenances shall be repaid to Senninger as a credit against water impact fees, pursuant to paragraph 1.12
- 1.5 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project as reflected on the approved engineering plans. 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.
- 1.6 The OWNER shall be responsible for all costs of on site and off site improvements as reflected on the approved engineering plans, 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.
- 1.7 The OWNER shall provide to the CITY a minimum of two contractor bids that shall include the total cost for the minimum required size lines and appurtenances and a total cost for the approved oversize design. The OWNER shall provide the CITY with proposed engineering and permitting cost differences for CITY review and approval.
- 1.8 The OWNER and CITY shall agree on the cost difference prior to commencement of construction.
- 1.9 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 per approved plans and specifications, with reimbursement for the difference in costs as determined in Section 1.11 from the CITY in the form of Impact Fee Credits.
- 1.10 The Impact Fee Credits shall be established subject to Sections 1.4 and 1.9, 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.
- 1.11 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.

- 1.12 Ownership of Utility Lines – Certain water mains to be constructed under this agreement shall be owned and maintained by the City as indicated on the approved plans. Ownership shall be transferred from the OWNER to the CITY by Bill of Sales upon completion of installation, inspection and acceptance by the CITY. A minimum 15' wide easement shall be granted by OWNER to the CITY for all Utility lines to be owned and maintained by CITY.

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

Adam Skolnik, President
Senninger Irrigation, Inc.
6416 Old Winter Garden Road
Orlando, FL 32835

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 Adam Skolnik as President of Senninger Irrigation, Inc..

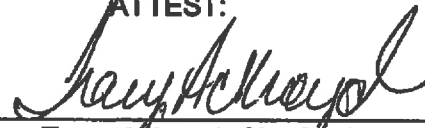
DATED this 14 day of October, 2003.

CITY OF CLERMONT



Harold S. Turville, Jr., Mayor

ATTEST:



Tracy Ackroyd, City Clerk

OWNER

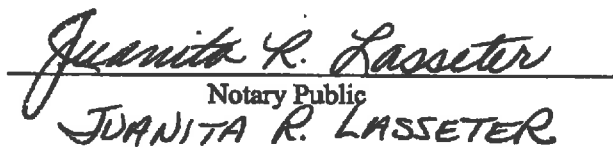


Adam Skolnik, President

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 Adam Skolnik as President of Senninger Irrigation, 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 24th day of November, 2003.


Notary Public
JUANITA R. LASSETER

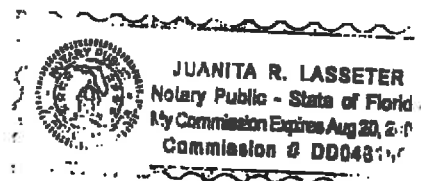


EXHIBIT A

PARCEL B:

THAT PART OF LOTS 39, 40, 41 AND 42, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE RECORD PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 57, OF SAID LAKE HIGHLANDS COMPANY, AND RUN N.00°10'49"E., ALONG THE WEST LINE OF LOTS 57, 56 AND 41, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1,682.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE N.00°10'49"E., ALONG THE WEST LINE OF LOTS 41 AND 40, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 969.87 FEET TO THE NORTHWEST CORNER OF SAID LOT 40; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF SAID LOT 40, A DISTANCE OF 472.27 FEET; THENCE S.00°25'50"W., 191.77 FEET; THENCE S.89°28'34"E., 455.72 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°48'41", AN ARC LENGTH OF 54.86 FEET, TO THE END OF SAID CURVE; THENCE S.00°20'07"W., 742.66 FEET; THENCE N.89°33'15"W., 959.93 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.

TOGETHER WITH THE FOLLOWING ACCESS UTILITY AND DRAINAGE EASEMENTS APPURTENANT TO PARCEL B:

ACCESS/UTILITY EASEMENT

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 50 WITH THE EAST LINE OF LOT 23, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND RUN S.00°24'47"W., ALONG THE EAST LINE OF LOTS 23 AND 26, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1,143.87 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 331.00 FEET; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°06'34", AN ARC LENGTH OF 520.57 FEET, TO THE END OF SAID CURVE; THENCE N.89°28'34"W., 526.34 FEET; THENCE N.00°25'50"E., 191.77 FEET TO A POINT ON THE NORTH LINE OF LOT 40, OF THE AFOREMENTIONED LAKE HIGHLANDS COMPANY; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF SAID LOT 40, A DISTANCE OF 50.00 FEET; THENCE S.00°25'50"W., 128.32 FEET; THENCE S.89°34'10"E., 483.52 FEET TO THE

BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 265.80 FEET; THENCE EASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°01'25", AN ARC LENGTH OF 417.63 FEET, TO THE END OF SAID CURVE; THENCE N.00°24'25"E., 1007.16 FEET; THENCE N.05°55'50"E., 138.92 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50; THENCE S.88°48'45"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50, 52.28 FEET TO THE POINT OF BEGINNING.

10 FOOT WIDE UTILITY EASEMENT

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50 WITH THE EAST LINE OF LOT 23, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND RUN N.88°48'45"W., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50, A DISTANCE OF 52.28 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S.05°55'50"W., 138.92 FEET; THENCE S.00°24'25"W., 1,007.16 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 265.80 FEET; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°01'25", AN ARC LENGTH OF 417.63 FEET, TO THE END OF SAID CURVE; THENCE N.89°34'10"W., 43.40 FEET; THENCE N.00°25'50"E., 10.00 FEET; THENCE S.89°34'10"E., 43.40 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 255.80 FEET; THENCE EASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°01'25", AN ARC LENGTH OF 401.92 FEET, TO THE END OF SAID CURVE; THENCE N.00°24'25"E., 1,007.65 FEET; THENCE N.05°55'50"E., 138.57 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50; THENCE S.88°48'45"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 10.03 FEET TO THE POINT OF BEGINNING.

15 FOOT WIDE UTILITY EASEMENT

A 15 FOOT WIDE UTILITY EASEMENT LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGIN AT THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50 WITH THE WEST LINE OF THE EAST 1/2 OF LOT 23, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND RUN S.88°48'45"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50, A DISTANCE OF 15.00 FEET; THENCE S.00°23'57"W., PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID LOT 23, AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF LOT 26, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1,301.74 FEET TO A POINT THAT IS 15 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES

THERETO, THE NORTH LINE OF LOT 39, OF SAID LAKE HIGHLANDS COMPANY; THENCE N.89°34'10"W., PARALLEL WITH THE NORTH LINE OF SAID LOT 39, A DISTANCE OF 244.30 FEET; THENCE S.00°25'50"W., 113.32 FEET; THENCE N.89°34'10"W., 15.00 FEET; THENCE N.00°25'50"E., 128.32 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 39, OF LAKE HIGHLANDS COMPANY; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF SAID LOT 39, A DISTANCE OF 244.29 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 26, OF LAKE HIGHLANDS COMPANY; THENCE N.00°23'57"E., ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 26, AND ALONG THE WEST LINE OF THE EAST 1/2 OF LOT 23, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1, 286.74 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT "A"

A DRAINAGE EASEMENT LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 26, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 39, OF SAID LAKE HIGHLANDS COMPANY, AND RUN N.89°34'10"W., ALONG THE NORTH LINE OF SAID LOT 39, A DISTANCE OF 244.29 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S.00°25'50"W., 128.32 FEET; THENCE N.89°34'10"W., 230.93 FEET; THENCE N.00°25'50"E., 128.32 FEET TO A POINT ON THE NORTH LINE OF LOT 40, OF SAID LAKE HIGHLANDS COMPANY; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF LOT 40, AND ALONG THE NORTH LINE OF LOT 39, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 230.93 FEET TO THE POINT OF BEGINNING.

SOURCE: Legal descriptions provided by Farmer and Associates. (Project # 03-0751)

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. 2015-37

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

A portion of Alternate Key 1795044 and approximately ½ of 1648165;
16220 State Road 50

LEGAL DESCRIPTION

Parcel B:

That part of lots 39, 40, 41, and 42, of Lake Highlands Company, a subdivision in Section 26, Township 22 south, Range 26 east, according to the record plat thereof, recorded in PB 3, PG 52, in the Public Records of Lake County, Florida, bounded and described as follows:

Commence at the southwest corner of lot 57, of said Lake Highlands Company, and run north 00°10'49" east, along the west line of lots 57, 56 and 41, of said Lake Highlands Company, a distance of 1,682.40 feet to the point of beginning of this description; from said point of beginning, continue north 00°10'49" east, along the west line of lots 41 and 40, of said Lake Highlands Company, a distance of 969.87 feet to the northwest corner of said lot 40; thence south 89°34'10" east, along the north line of said lot 40, a distance of 472.27 feet; thence south 00°25'50" west, 191.77 feet; thence south 89°28'34" east, 455.72 feet to the beginning of a curve concaved southwesterly and having a radius of 35.00 feet; thence easterly and southerly, along the arc of said curve, through a central angle of 89°48'41", an arc length of 54.86 feet, to the end of said curve; thence south 00°20'07" west, 742.66 feet; thence north 89°33'15" west, 959.93 feet to the point of beginning. Subject to all easements, rights-of-way and restrictions of record, if any.

Containing 19 acres, more or less

FROM UE Urban Estate
TO M-1 Industrial

This request will be considered by the Planning & Zoning Commission at a Special Planning and Zoning meeting on Monday, April 27, 2015 at 6:00 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, May 26, 2015 at 6:30 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.

Daily Commercial

April 20, 2015 and May 12, 2015

Tracy Ackroyd, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Monday, April 27, 2015		
Agenda Item Name		
Ordinance No. 2015-42; BP Small-Scale Comprehensive Plan Amendment		
Requested Action		
Move to recommend approval of Ordinance 2015-42.		
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 March 21, 2005. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 1.43 acres, has been developed as a gas station, BP/Circle K. 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 small 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	BP CPA Ord. 2015-42.doc	
2. Maps	BP 455 Maps.pdf	
3. Utility Agreement	2005-02 BP Utility Agreement.pdf	
4. Legal ad	BP CPA legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-42

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

A portion of Tract 12, Hartle's replat, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, also known as a portion of Tract 12, map of Section 26, Township 22 south, Range 26 east, Lake County, Florida, Property of Lake Highlands Company, according to the plat thereof as recorded in Plat Book 3, Page 52, described as follows:

Commence at the point of intersection of the east line of the northwest $\frac{1}{4}$ of Section 26, Township 22 south, Range 26 east, Lake County, Florida, and the easterly projection of

CITY OF CLERMONT
ORDINANCE No. 2015-42

the north line of said Tract 12, thence run north 89°05'29" west along north line and easterly projection for a distance of 50.00 feet to the westerly right-of-way line of CR 455; thence south 00°43'09" west for a distance of 207.16 feet to the point of beginning; thence, continue along said westerly right-of-way line, south 00°43'09" west for a distance of 250.01 feet; thence north 88°53'40" west along the northerly right-of-way line of SR 50 for a distance of 175.42 feet; thence continue along said northerly right-of-way line for the following two calls; south 00°43'09" west, 38.00 feet; thence north 88°53'40" west, 87.78 feet; thence departing said northerly right-of-way line, north 01°00'05" east for a distance of 282.97 feet; thence south 89°05'29" east for a distance of 16.93 feet; thence north 79°56'09" east for a distance of 25.67 feet; thence south 88°53'40" east for a distance of 219.66 feet to the point of beginning.

Containing 1.43 acres, more or less

Alternate Key 3830293; 16431 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.

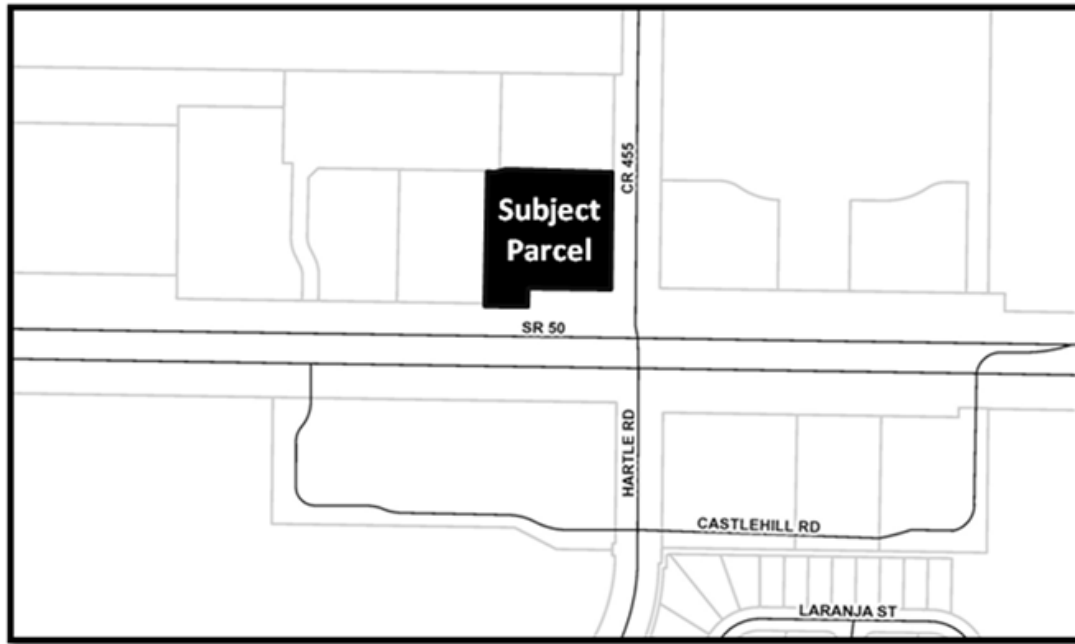
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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. 2015-42

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-42

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of May, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map

BP – CR 455

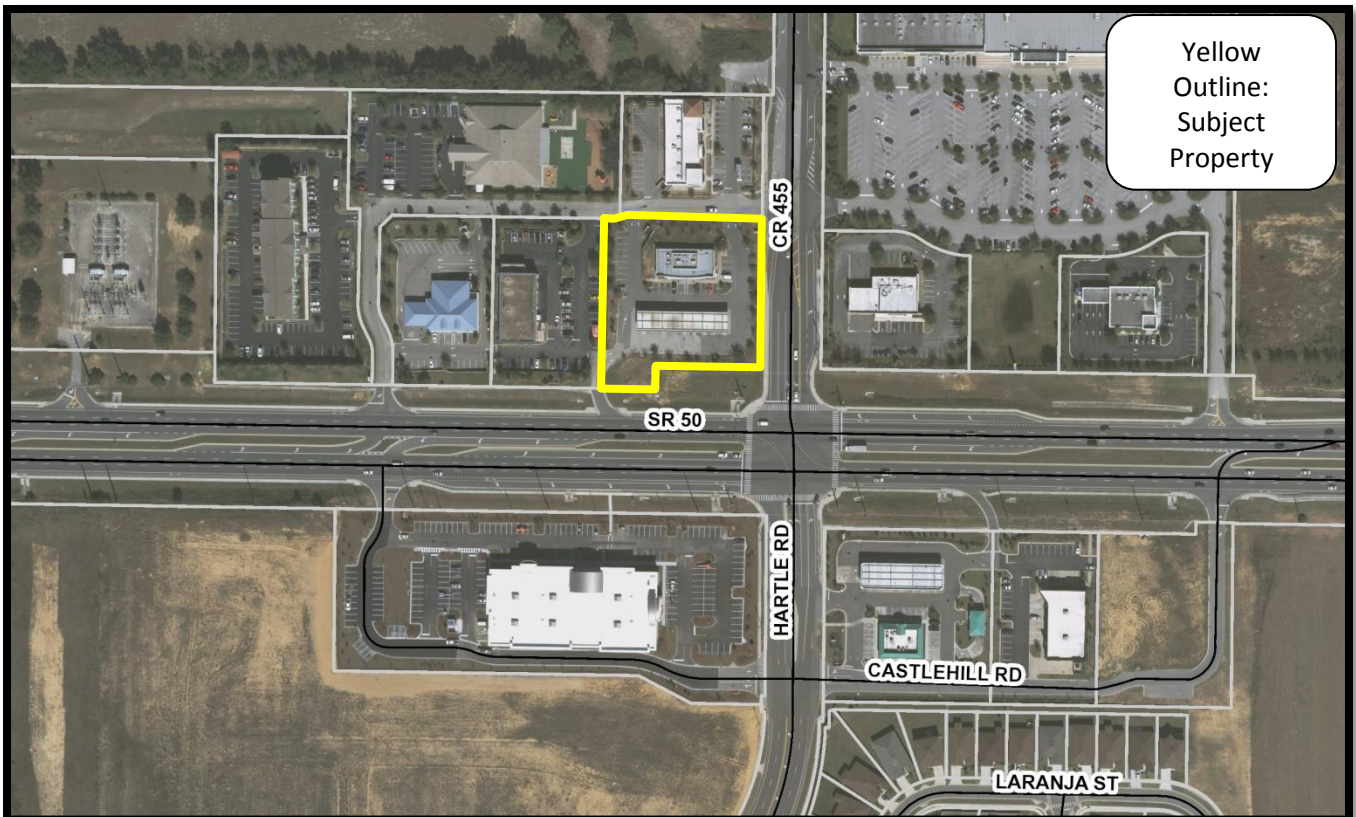
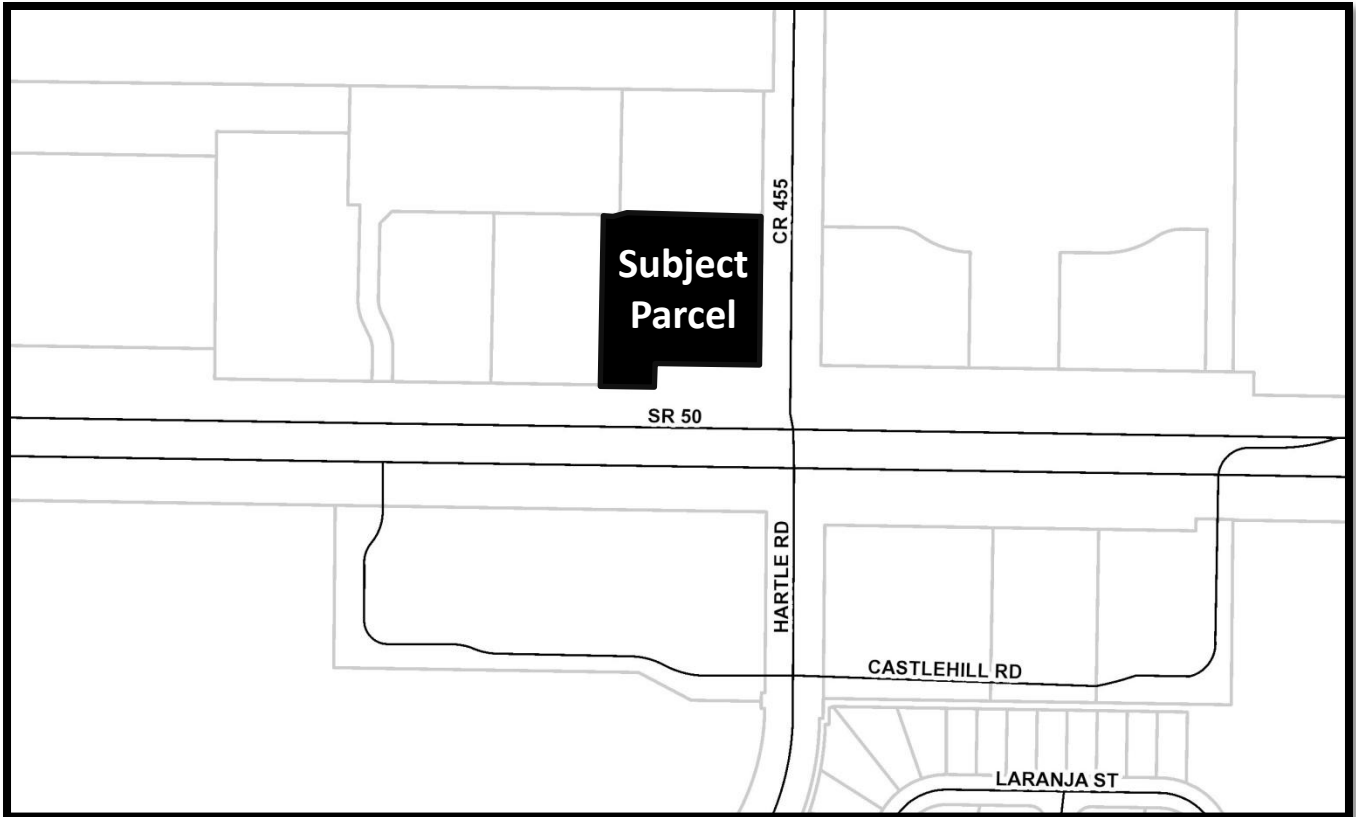


Exhibit – Future Land Use
BP – CR 455

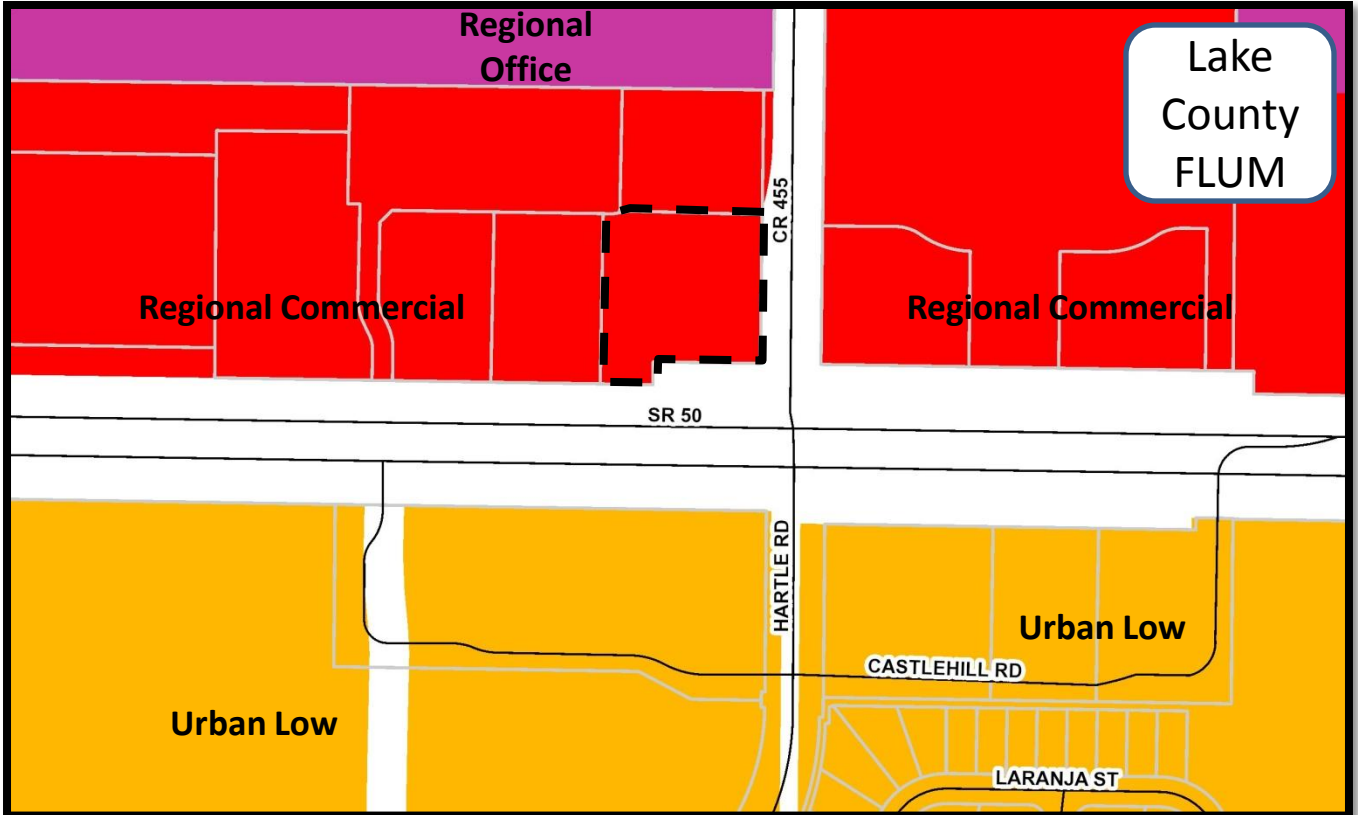
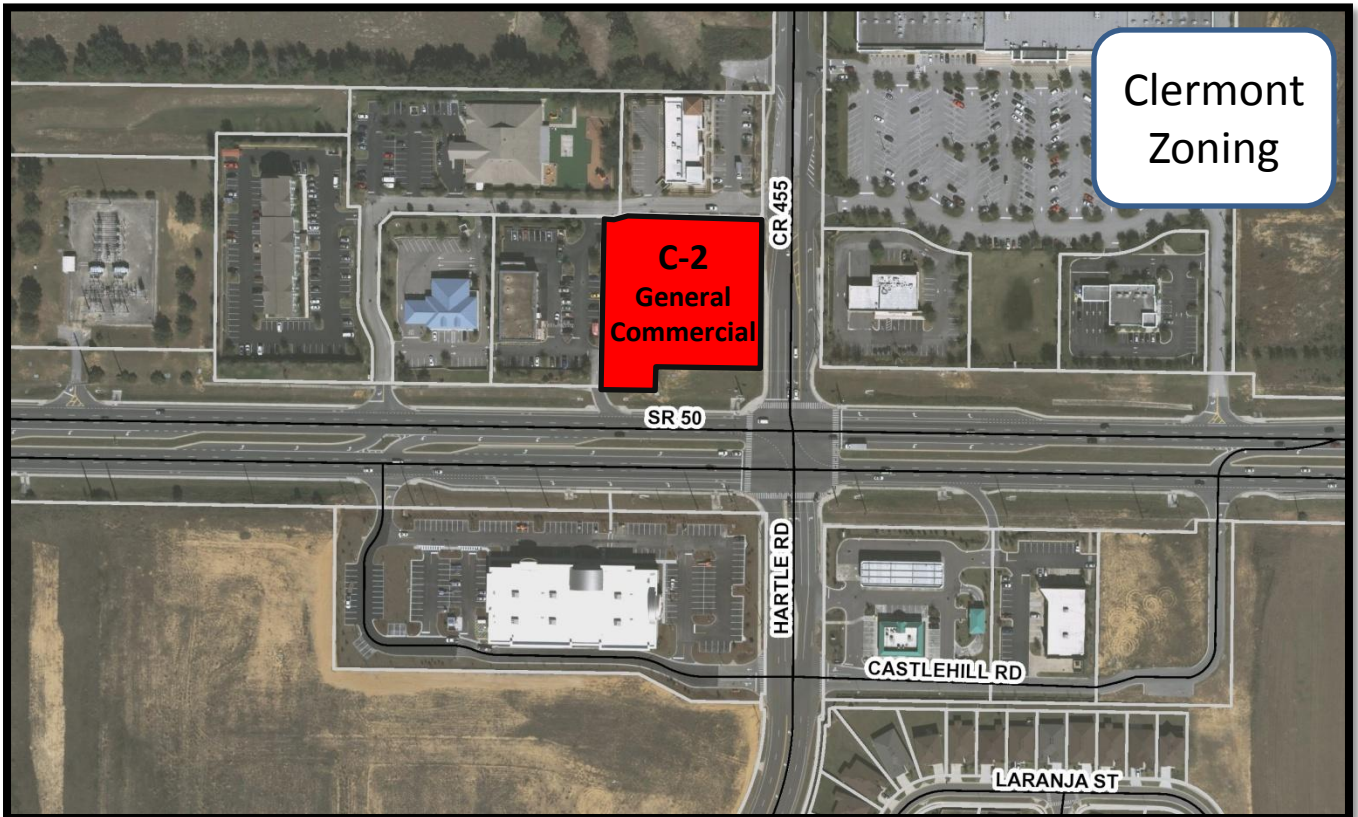
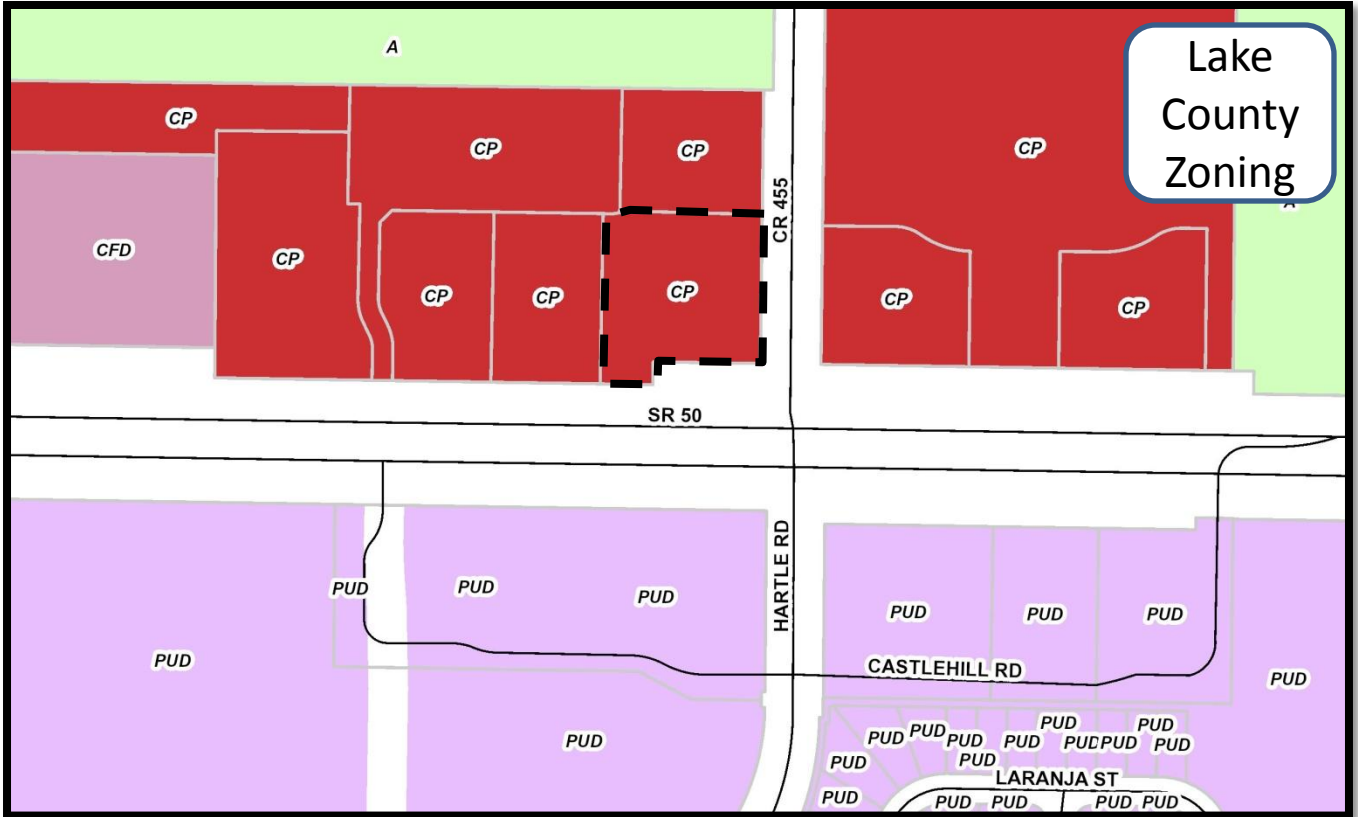


Exhibit – Zoning
BP – CR 455



Return to
City Clerk
City of Clermont
P.O. Box 120219
Clermont, FL 34712-0219

WATER & WASTEWATER SERVICE AGREEMENT

CFN 2005051735
Bk 02803 Pgs 2353 - 2361; (9p)
DATE: 04/11/2005 02:39:41 PM
JAMES C. WATKINS, CLERK OF CO
LAKE COUNTY
RECORDING FEES 78.00

THIS AGREEMENT ("Agreement") is entered into as of the 22 day of February, 2005, between THE CITY OF CLERMONT, a Florida municipal corporation, (the "City"), and BP PRODUCTS NORTH AMERICA, INC., a Maryland corporation, and its successors and assigns (the "Owner").

WITNESSETH

Whereas, the Owner is proposing to develop a convenience store with a gas station 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 situated as an outparcel to an overall larger development owned by Sundev Properties and located in the unincorporated area of Lake County; and

Whereas, the Property is located in the Joint Planning Area established by Lake County and the City; and

Whereas, the Owner is requesting water and sewer service from the City; and

Whereas, Sundev, as part of its overall site plan and infrastructure, has made water and sewer connections available to the Property; and

Whereas, the Owner needs to install lateral connections to the water and sewer stubs located at the Property in order to connect to the City's water and sewer supply; and

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

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 and Sewer Service.

2.1 The City shall provide water and sewer service for the Property.

2.2 The Owner shall connect to the existing City system at the connection points (or stubs) already existing at the Property.

2.3 No Certificate of Occupancy shall be issued until the Owner completes the lateral connections to the City's water and sewer system.

Section 3. Development Standards.

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

3.2 The Owner will place underground tanks with a minimum distance of ten (10) feet from the centerline of the City's existing 16" water main to the end of the proposed tanks.

3.3 The terms and conditions of the City's easement, recorded in O.R. Book 1590, Page 0619, of the Public Records of Lake County, Florida are hereby incorporated herein. The City specifically agrees and acknowledges that the improvements identified in the site plan bearing the engineers certification date of December 22, 2004, and as shown on Exhibit B, hereto, are approved in accordance with the above-referenced easement agreement.

3.4 Signage for the Property shall be approved in accordance with the City's Land Development Regulations and may also be located upon the City's easement. Including, but not limited to, the City's right to object to the location of any such sign as it may be constructed in the City's easement area.

3.5 The Owner will ensure that the City's waterline has a minimum cover of three (3) feet and a maximum of six (6) feet deep from the final surface of the ground.

3.6 In accordance with the terms of the City's easement, the City shall be responsible for removing, repairing, and replacing at its own expense landscaping, pavement, or other improvements placed by BP in the City's easement which is damaged or destroyed by the City through the use of the City's easement. Provided however, the City shall not be responsible to pay for or remove, repair, and/or replace the underground tanks and tank vents described in Exhibit B in the event said tanks and vents are damaged in any manner by the City's use of the easement area.

3.7 The Owner will not be eligible to obtain a certificate of occupancy (CO) until the infrastructure has been completed and accepted by the City of Clermont for the overall Sundev development.

Section 4. Annexation. The Owner agrees that the City may annex the Property into the City of Clermont if the City, in its sole discretion, chooses to do so. In conjunction herewith, the Owner shall provide to the City a Notice of Encumbrance to Annex Property in a form substantially in compliance with the form set forth in Exhibit "C," 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 the Owner's expense, by a current certificate of title or opinion letter acceptable to the City and issued by a licensed title

company or attorney identifying all owners in interest of the real property. All land transfers by the 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

With copy to:

Dan Mantzaris
City Attorney
Post Office Box 87
Orlando, FL 32802-0087

OWNER

BP Products North America, Inc.
1323 Bond Street, Suite 179
Naperville, IL 60563

With copy to:

Cecelia Bonifay, Esquire
Akerman Senterfitt
131 West Main Street
Tavares, FL 32778

Section 7. Amendments. Any amendment to this Agreement is not effective unless the amendment is in writing and signed by all the parties.

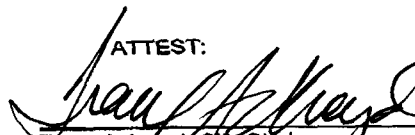
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below.

CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:


Tracy Ackroyd, City Clerk

[signatures continued on following page]

OWNER

W.B. Gaudreau
BP Products North America, Inc.

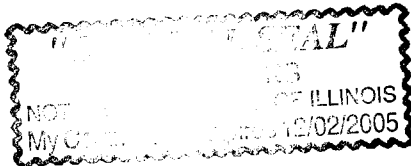
Name: W.B. Gaudreau, III

Its: Attorney-in-fact

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 W. B. Gaudreau, as Attorney in fact of BP Products North America, Inc., a Maryland Corporation, 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 17th day of March, 2005.



[Signature]
Notary Public

Exhibit A

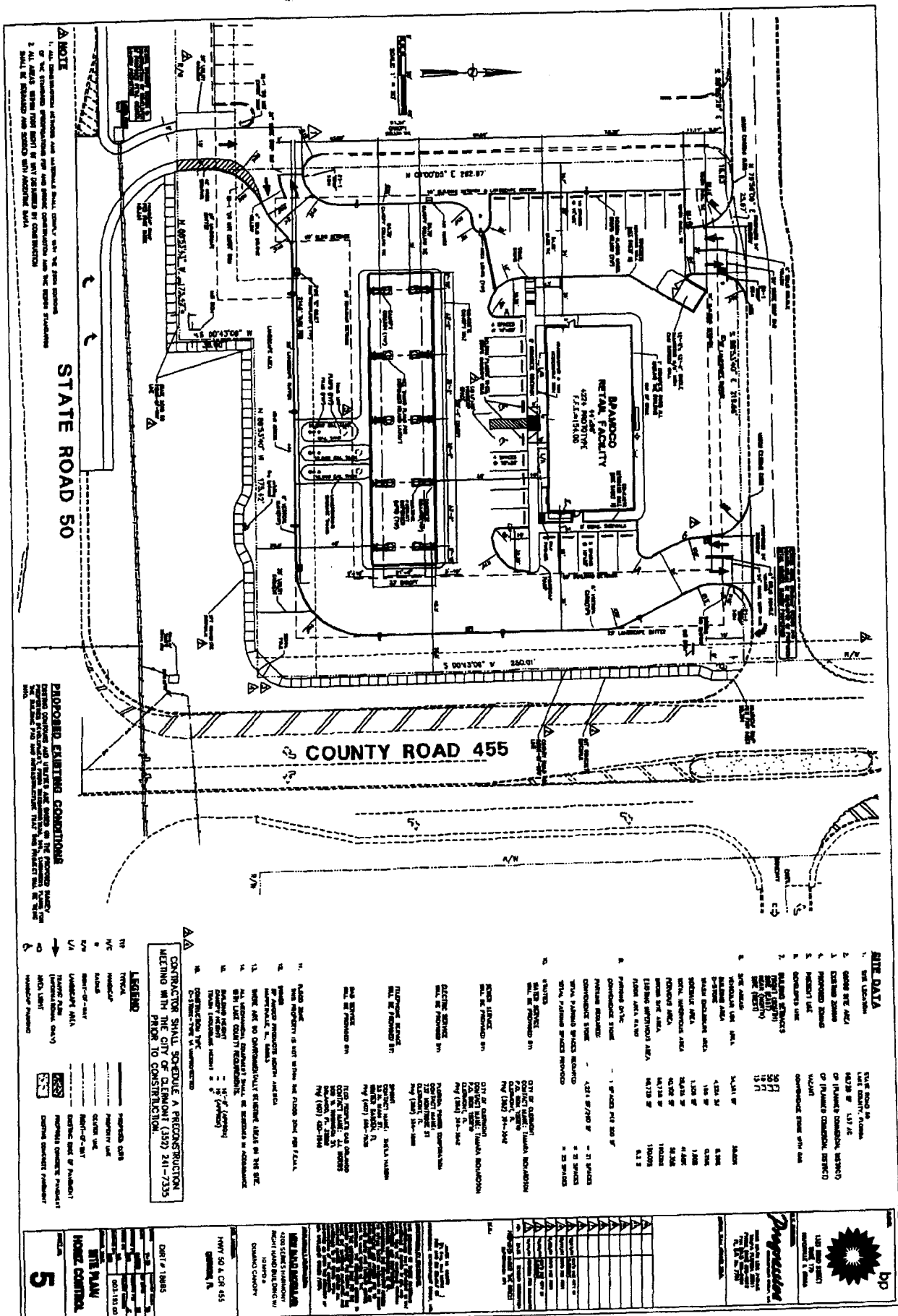
LEGAL DESCRIPTION

BP Connect
16431 State Road 50
Clermont, FL 34711

A portion of Tract 12, HARTLE'S REPLAT, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida , also known as a portion of Tract 12, Map of Section 26, Township 22 South, Range 26 East, Lake County, Florida, Property of Lake Highlands Company, according to the plat thereof as recorded in Plat Book 3, Page 52 , described as follows:

Commence at the point of intersection of the East line of the Northwest $\frac{1}{4}$ of Section 26, Township 22 South, Range 26 East, Lake County, Florida, and the Easterly projection of the North line of said Tract 12; thence run North $89^{\circ}05'29''$ West along said North line and Easterly projection for a distance of 50.00 feet to the Westerly Right-of-Way line of County Road 455; thence South $00^{\circ}43'09''$ West for a distance of 207.16 feet to the Point of Beginning; thence, continue along said Westerly Right-of-Way line, South $00^{\circ}43'09''$ West for a distance of 250.01 feet; thence North $88^{\circ}53'40''$ West along the Northerly Right-of-Way line of State Road 50 for a distance of 175.42 feet; thence continue along said Northerly Right-of-Way line for the following 2 calls; South $00^{\circ}43'09''$ West, 38.00 feet; thence North $88^{\circ}53'40''$ West, 87.78 feet; thence departing said Northerly Right-of-Way line, North $01^{\circ}00'05''$ East for a distance of 282.97 feet; thence South $89^{\circ}05'29''$ East for a distance of 16.93 feet; thence North $79^{\circ}56'09''$ East for a distance of 25.67 feet; thence South $88^{\circ}53'40''$ East for a distance of 219.66 feet to the Point of Beginning.

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is equivalent to the quality
of the original document.



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

Exhibit C

**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 21st day of MARCH, 2005, between BP Products North America, Inc of 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:

A portion of Tract 12, HARTLE'S REPLAT, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, also known as a portion of Tract 12, Map of Section 26, Township 22 South, Range 26 East, Lake County, Florida, Property of Lake Highlands Company, according to the plat thereof as recorded in Plat Book 3, Page 52, described as follows:

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of the original document.

Commence at the point of intersection of the East line of the Northwest ¼ of Section 26, Township 22 South, Range 26 East, Lake County, Florida, and the Easterly projection of the North line of said Tract 12; thence run North 89°05'29" West along said North line and Easterly projection for a distance of 50.00 feet to the Westerly Right-of-Way line of County Road 455; thence South 00°43'09" West for a distance of 207.16 feet to the Point of Beginning; thence, continue along said Westerly Right-of-Way line, South 00°43'09" West for a distance of 250.01 feet; thence North 88°53'40" West along the Northerly Right-of-Way line of State Road 50 for a distance of 175.42 feet; thence continue along said Northerly Right-of-Way line for the following 2 calls; South 00°43'09" West, 38.00 feet; thence North 88°53'40" West, 87.78 feet; thence departing said Northerly Right-of-Way line, North 01°00'05" East for a distance of 282.97 feet; thence South 89°05'29" East for a distance of 16.93 feet; thence North 79°56'09" East for a distance of 25.67 feet; thence South 88°53'40" East for a distance of 219.66 feet to the Point of Beginning.

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):

BP PRODUCTS NORTH AMERICA INC

1. BY: W. Bernard Goudeau III

Signature

W. Bernard Goudeau III

Type or print name Attorney-in-Fact

2. _____

Signature

Type or print name

WITNESSES (Two required):

1. Amy A. Evans

Signature

Amy A. Evans

Type or print name

1. M. A. O'Brien

Signature

M. A. O'Brien

Type or print name

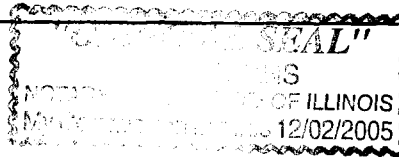
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is equivalent to the quality
of the original document.

STATE OF Illinois

COUNTY OF DePaul

The foregoing instrument was acknowledged before me on this 21st day of MARCH, 2005, by W. Demond Gordon III, Attorney, who is personally known to me or who has produced as identification and who did not take an oath.

SEAL:



Notary Public

Amy A. Evans

Type/print name Amy A. Evans

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

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is equivalent to the quality
of the original document.



CHICAGO TITLE INSURANCE COMPANY

495 STATE ROAD 436, CASSELBERRY, FL. 32707 (407)875-3000 Fax: (407)875-0510

RECEIVED

MAR 23 2005

LIMITED TITLE SEARCH CERTIFICATE

RECEIVED

MAR 23 2005

DATE: March 22, 2005

TO: Lowndes, Drosdick, Doster
215 N. Eola Drive
Orlando, Florida 32802-2028

ATTN: Eileen Heasley

FILE NO: 630500459

We have caused a search to be made of the Public Records of Lake County, Florida, from the earliest public records through March 21, 2005 at 5:00 PM, as to the following described real property:

A portion of Tract 12, HARTLE'S REPLAT, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, also known as a portion of Tract 12, Map of Section 26, Township 22 South, Range 26 East, Lake County, Florida, Property of Lake Highlands Company, according to the plat thereof as recorded in Plat Book 3, Page 52, described as follows:

Commence at the point of intersection of the East line of the Northwest 1/4 of Section 26, Township 22 South, Range 26 East, Lake County, Florida, and the Easterly projection of the North line of said Tract 12; thence run North 89° 05'29" West along said North line and Easterly projection for a distance of 50.00 feet to the Westerly Right-of-Way line of County Road 455; thence South 00° 43'09" West for a distance of 207.16 feet to the Point of Beginning; thence continue along said Westerly Right-of-Way line, South 00° 43'09" West for a distance of 250.01 feet; thence North 88° 53'40" West along the Northerly Right-of-Way line of State Road 50 for a distance of 175.42 feet; thence continue along said Northerly Right-of-Way line for the following 2 calls; South 00° 43'09" West, 38.00 feet; thence North 88° 53'40" West, 87.78 feet; thence departing said Northerly Right-of-Way line, North 01° 00'05" East for a distance of 282.97 feet; thence South 89° 05'29" East for a distance of 16.93 feet; thence North 79° 56'09" East for a distance of 25.67 feet; thence South 88° 53'40" East for a distance of 219.66 feet to the Point of Beginning.

AND FIND the owner of record

BP PRODUCTS NORTH AMERICA INC., a Maryland corporation by virtue of that certain Warranty Deed recorded in Official Records Book 2673, Page 1914, Public Records of Lake County, Florida.

ALL MORTGAGES not released or satisfied of record are as follows:

1. Mortgage, Assignment of Rents and Security Agreement from Sundev Properties, Inc., a Florida corporation to RBC Centura Bank filed in Official Records Book 2431, Page 293, of the Public Records of Lake County, Florida.
2. Assignment of Leases, Rents and Profits from Sundev Properties, Inc., a Florida corporation to RBC Centura Bank filed in Official Records Book 2431, Page 283, of the Public Records of Lake County, Florida.

3. UCC Financing Statement from Sundev Properties, Inc., a Florida corporation to RBC Centura Bank filed in Official Records Book 2431, Page 312, of the Public Records of Lake County, Florida.

ALL OTHER MATTERS of record are as follows:

4. Matters shown on the plat of Map of Section 26, Township 22 South, Range 26 East, Property of Lake Highlands Company, a subdivision recorded in Plat Book 3, Page 52, Public Records of Lake County, Florida.
5. Matters shown on the plat of Hartle's Replat, a subdivision recorded in Plat Book 12, Page 45, as affected by Affidavit recorded in Official Records Book 597, Page 160, Public Records of Lake County, Florida.
6. Utilities Easement in favor of City of Clermont, recorded in Official Records Book 1590, Page 619, of the Public Records of Lake County, Florida.
7. Ordinance recorded in Official Records Book 2047, Page 2070, Public Records of Lake County, Florida.
8. Notice of Commencement filed in Official Records Book 2571, Page 2020, of the Public Records of Lake County, Florida.
9. Notice of Commencement filed in Official Records Book 2643, Page 2007, of the Public Records of Lake County, Florida.
10. Declaration of Easements, Covenants and Restrictions filed in Official Records Book 2673, Page 1857, and First Amendment to Declaration of Easements, Covenants and Restrictions recorded in Official Records Book 2705, Page 37, of the Public Records of Lake County, Florida.
11. State of Florida Department of Transportation Project Resolution for State Highway System Projects filed in Official Records Book 2769, Page 1038, of the Public Records of Lake County, Florida.

Tax Information:

Parcel Number: 0922261100-011-00000

2004 taxes are paid in the gross amount of \$25,415.17

2005 Proposed Parcel Number: 0922261100-012-00000

This search is for the purpose of providing title information to the County and/or City governmental department which regulates land development, and is not to be used for the issuance of any title insurance commitment and/or policy.

The company's maximum liability for any error or omission in this certificate is limited to \$1,000.00 in accordance with Florida Statute 627.7843.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused these presents to be signed and its Corporate Seal affixed hereto on this 22 day of May, 2005.

CHICAGO TITLE INSURANCE COMPANY


Susan M. Holland

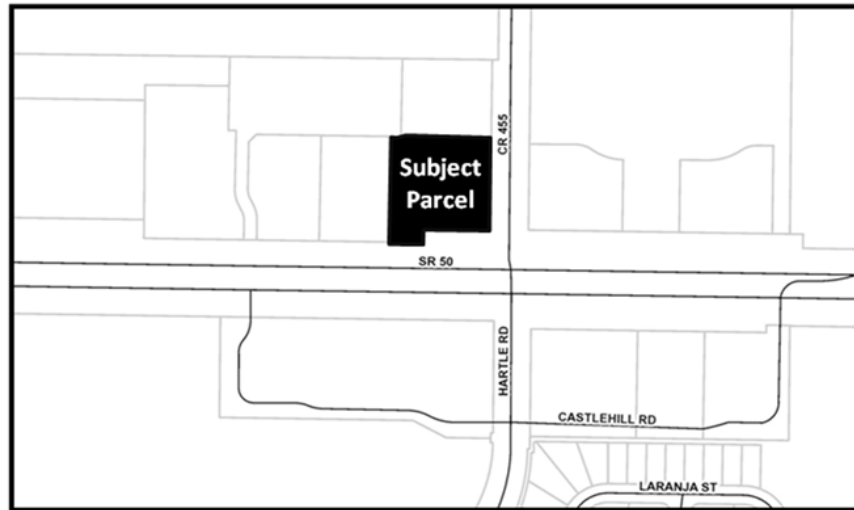
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2015-42

The City of Clermont will hold public hearings on Monday, April 27, 2015 at 6:00 p.m. at a Special Meeting of the Planning and Zoning Commission; Tuesday, April 28, 2015 at 6:00 p.m. (1st reading of the adoption ordinance) and Tuesday, May 12, 2015 (final reading of the adoption ordinance) at 6:30 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 1.43 +/--acre parcel below from Lake County Regional Commercial to City of Clermont Commercial. Alternate Key 3830293.



Location: 16431 SR 50; BP Connect
Ordinance #2015-42:

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
April 13, 2015 and April 28, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Monday, April 27, 2015		
Agenda Item Name		
Ordinance No. 2015-43; BP Rezoning		
Requested Action		
Move to recommend approval of Ordinance 2015-43.		
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 agreement with the City was executed on March 21, 2005. The property is improved and is receiving water and sewer services from the City. The property, approximately 1.43 acres, has been developed as a gas station, BP/Circle K. 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	BP REZ ORD 2015-43.doc	
2. Maps	BP 455 Maps.pdf	
3. Utility Agreement	2005-02 BP Utility Agreement.pdf	
4. Legal ad	BP REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-43

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 Tract 12, Hartle's replat, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, also known as a portion of Tract 12, map of Section 26, Township 22 south, Range 26 east, Lake County, Florida, Property of Lake Highlands Company, according to the plat thereof as recorded in Plat Book 3, Page 52, described as follows:

Commence at the point of intersection of the east line of the northwest $\frac{1}{4}$ of Section 26, Township 22 south, Range 26 east, Lake County, Florida, and the easterly projection of the north line of said Tract 12, thence run north 89°05'29" west along north line and easterly projection for a distance of 50.00 feet to the westerly right-of-way line of CR 455; thence south 00°43'09" west for a distance of 207.16 feet to the point of beginning; thence, continue along said westerly right-of-way line, south 00°43'09" west for a distance of 250.01 feet; thence north 88°53'40" west along the northerly right-of-way line of SR 50 for a distance of 175.42 feet; thence continue along said northerly right-of-way line for the following two calls; south 00°43'09" west, 38.00 feet; thence north 88°53'40" west, 87.78 feet; thence departing said northerly right-of-way line, north 01°00'05" east for a distance of 282.97 feet; thence south 89°05'29" east for a distance of 16.93 feet; thence north 79°56'09" east for a distance of 25.67 feet; thence south 88°53'40" east for a distance of 219.66 feet to the point of beginning.

Containing 1.43 acres, more or less

16431 SR 50, Alternate Key 3830293; BP Connect

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

CITY OF CLERMONT
ORDINANCE No. 2015-43

SECTION 2:

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

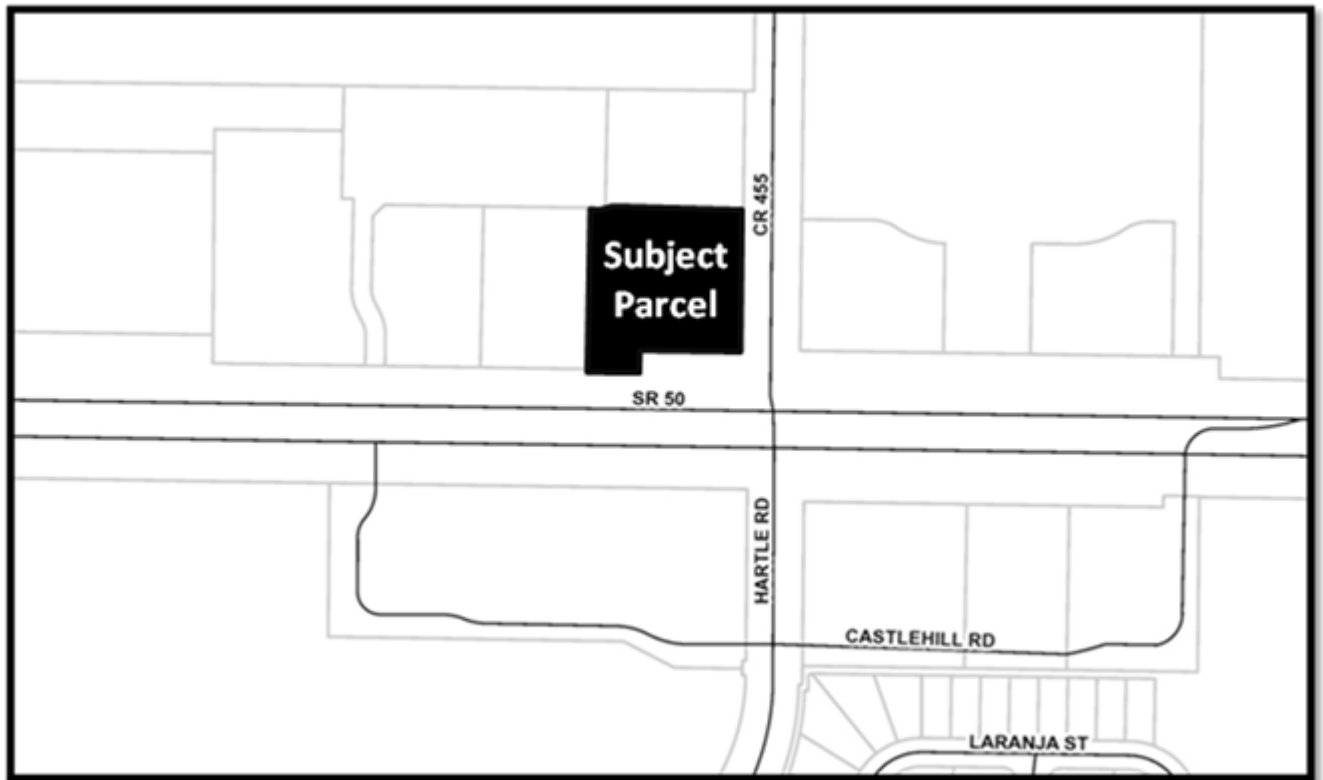
SECTION 3:

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. 2015-43

Florida on this 12th day of May, 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

BP – CR 455

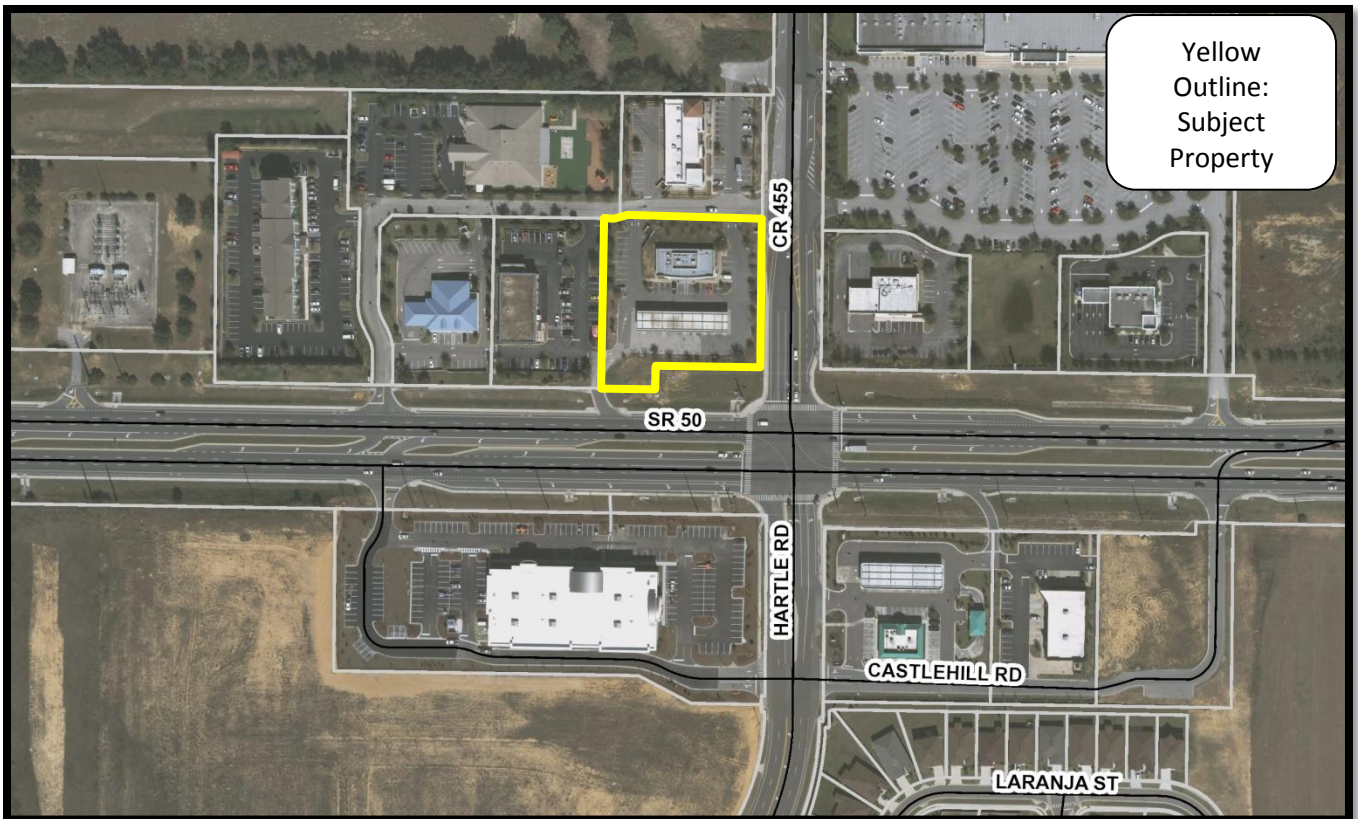
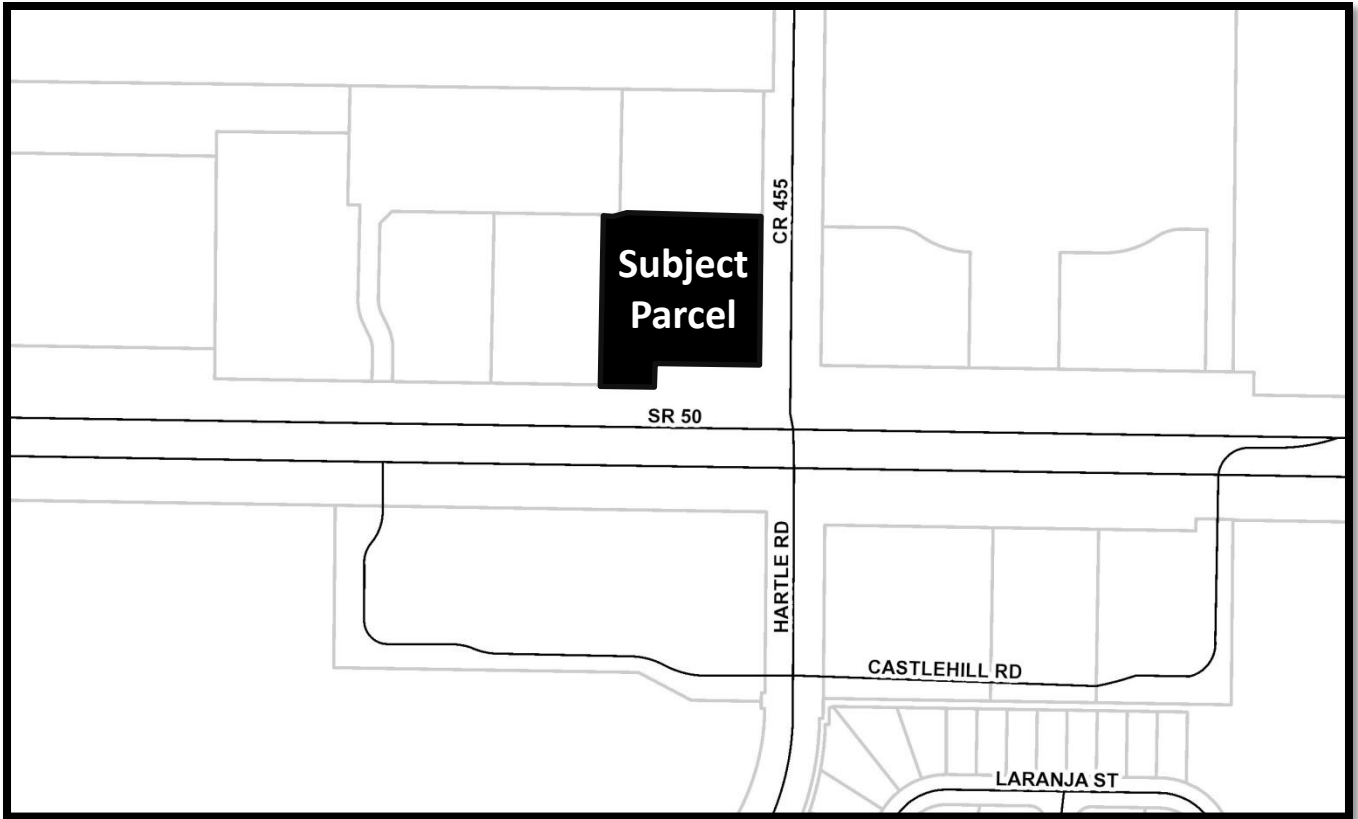


Exhibit – Future Land Use
BP – CR 455

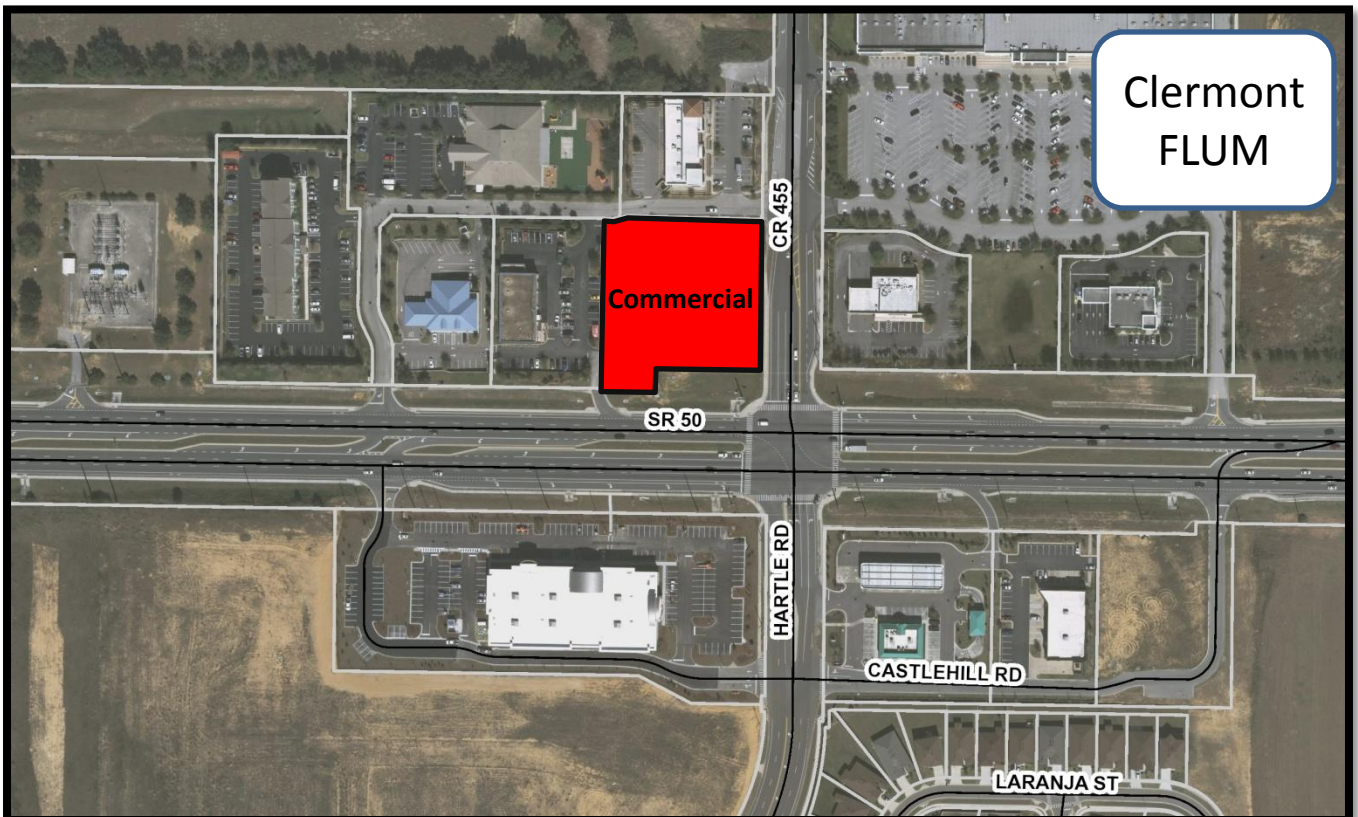
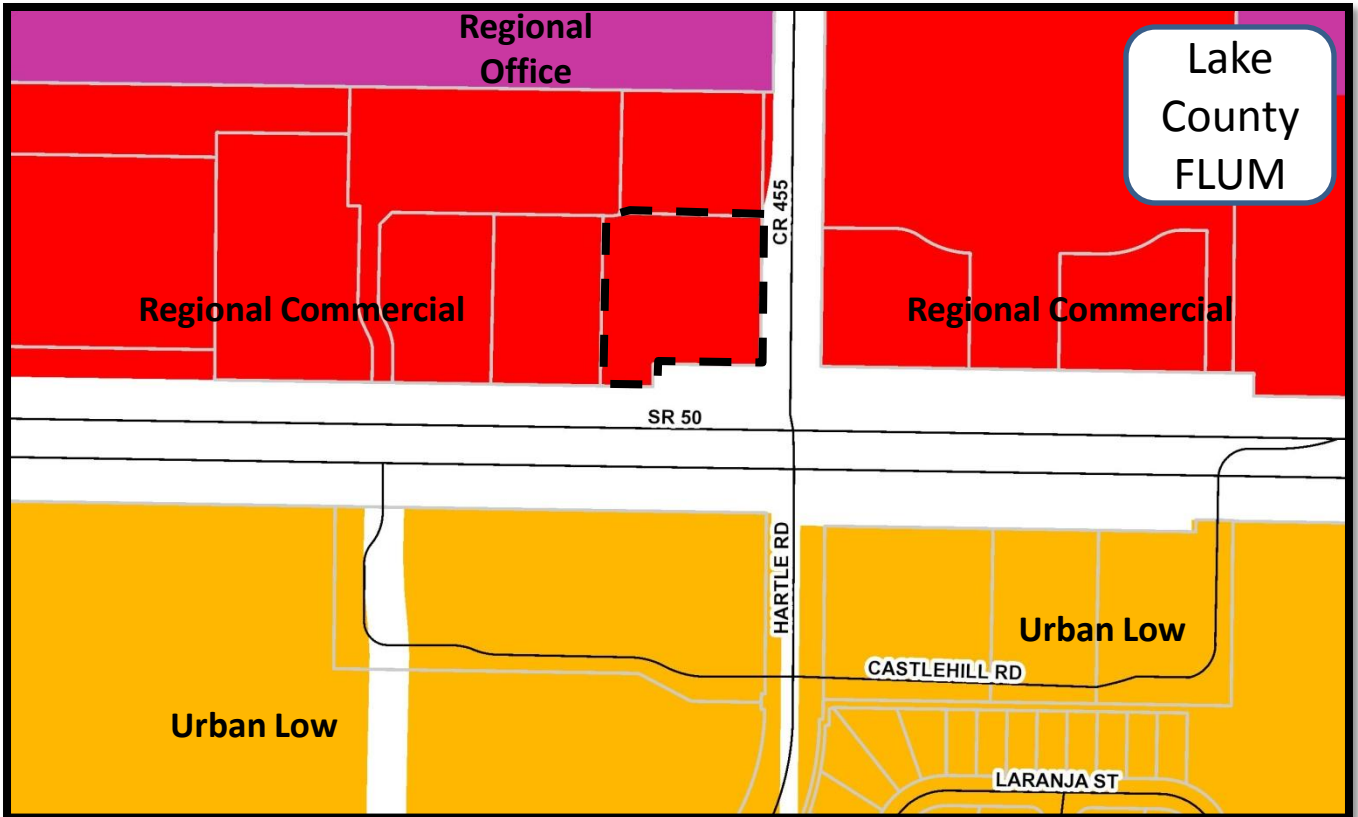
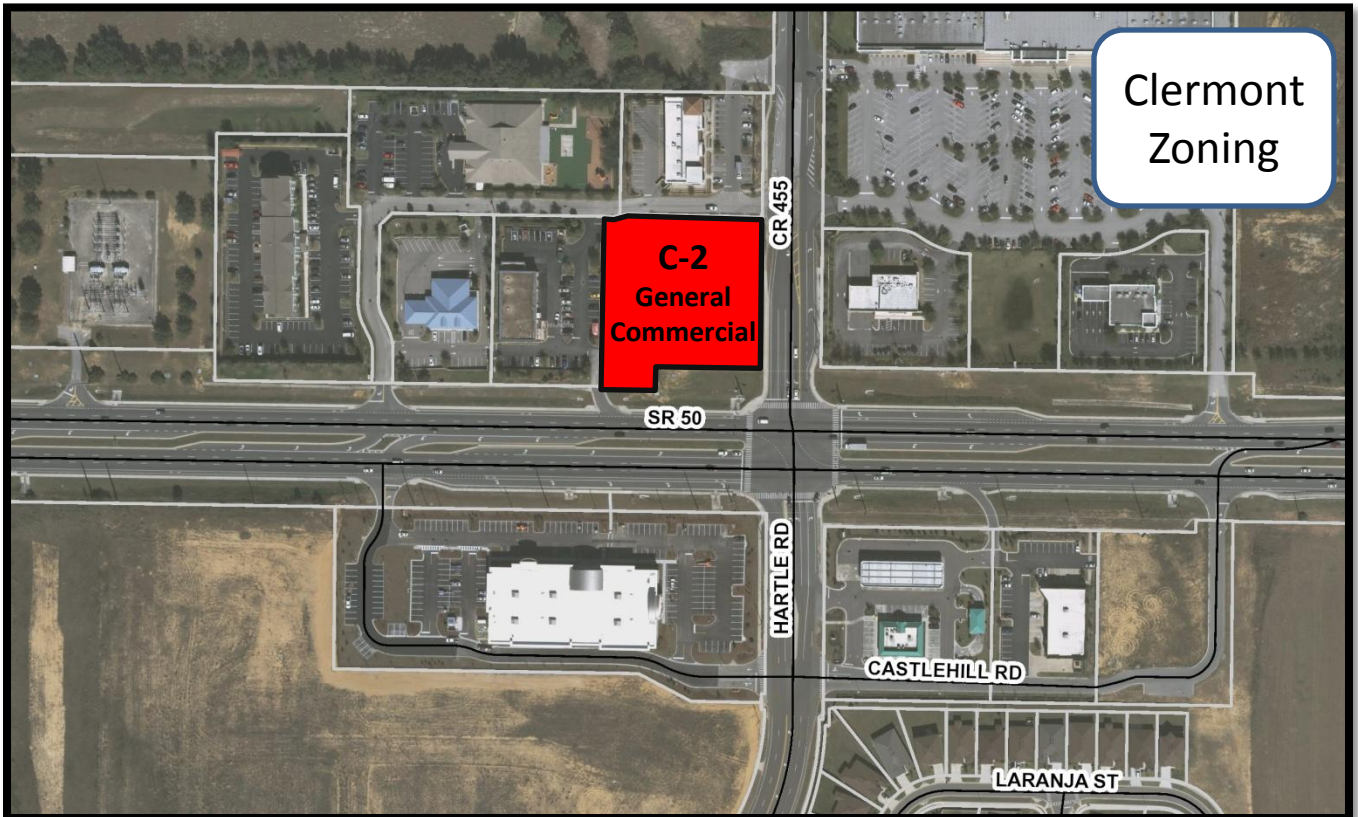
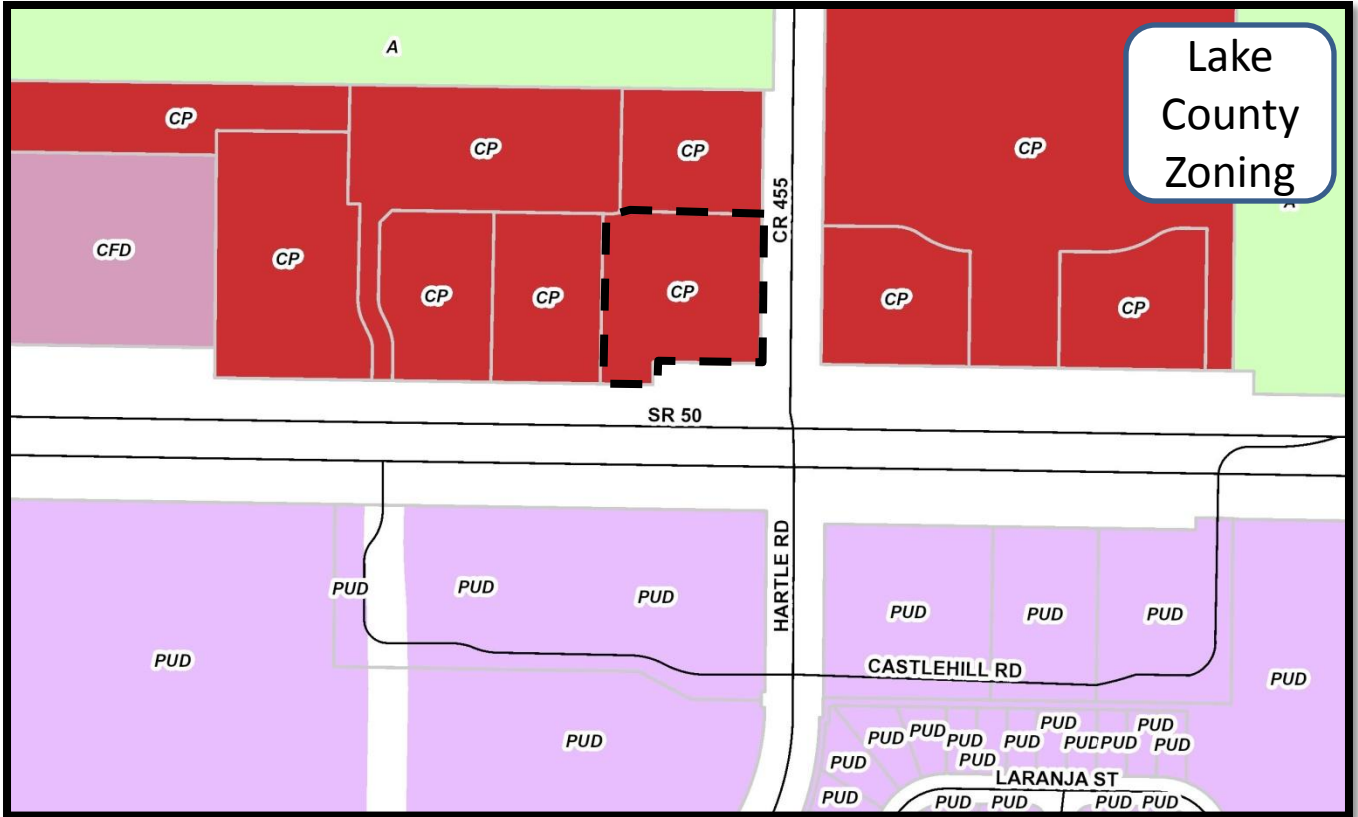


Exhibit – Zoning
BP – CR 455



Return to
City Clerk
City of Clermont
P.O. Box 120219
Clermont, FL 34712-0219

WATER & WASTEWATER SERVICE AGREEMENT

CFN 2005051735
Bk 02803 Pgs 2353 - 2361; (9p)
DATE: 04/11/2005 02:39:41 PM
JAMES C. WATKINS, CLERK OF CO
LAKE COUNTY
RECORDING FEES 78.00

THIS AGREEMENT ("Agreement") is entered into as of the 22 day of February, 2005, between THE CITY OF CLERMONT, a Florida municipal corporation, (the "City"), and BP PRODUCTS NORTH AMERICA, INC., a Maryland corporation, and its successors and assigns (the "Owner").

WITNESSETH

Whereas, the Owner is proposing to develop a convenience store with a gas station 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 situated as an outparcel to an overall larger development owned by Sundev Properties and located in the unincorporated area of Lake County; and

Whereas, the Property is located in the Joint Planning Area established by Lake County and the City; and

Whereas, the Owner is requesting water and sewer service from the City; and

Whereas, Sundev, as part of its overall site plan and infrastructure, has made water and sewer connections available to the Property; and

Whereas, the Owner needs to install lateral connections to the water and sewer stubs located at the Property in order to connect to the City's water and sewer supply; and

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

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 and Sewer Service.

2.1 The City shall provide water and sewer service for the Property.

2.2 The Owner shall connect to the existing City system at the connection points (or stubs) already existing at the Property.

2.3 No Certificate of Occupancy shall be issued until the Owner completes the lateral connections to the City's water and sewer system.

Section 3. Development Standards.

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

3.2 The Owner will place underground tanks with a minimum distance of ten (10) feet from the centerline of the City's existing 16" water main to the end of the proposed tanks.

3.3 The terms and conditions of the City's easement, recorded in O.R. Book 1590, Page 0619, of the Public Records of Lake County, Florida are hereby incorporated herein. The City specifically agrees and acknowledges that the improvements identified in the site plan bearing the engineers certification date of December 22, 2004, and as shown on Exhibit B, hereto, are approved in accordance with the above-referenced easement agreement.

3.4 Signage for the Property shall be approved in accordance with the City's Land Development Regulations and may also be located upon the City's easement. Including, but not limited to, the City's right to object to the location of any such sign as it may be constructed in the City's easement area.

3.5 The Owner will ensure that the City's waterline has a minimum cover of three (3) feet and a maximum of six (6) feet deep from the final surface of the ground.

3.6 In accordance with the terms of the City's easement, the City shall be responsible for removing, repairing, and replacing at its own expense landscaping, pavement, or other improvements placed by BP in the City's easement which is damaged or destroyed by the City through the use of the City's easement. Provided however, the City shall not be responsible to pay for or remove, repair, and/or replace the underground tanks and tank vents described in Exhibit B in the event said tanks and vents are damaged in any manner by the City's use of the easement area.

3.7 The Owner will not be eligible to obtain a certificate of occupancy (CO) until the infrastructure has been completed and accepted by the City of Clermont for the overall Sundev development.

Section 4. Annexation. The Owner agrees that the City may annex the Property into the City of Clermont if the City, in its sole discretion, chooses to do so. In conjunction herewith, the Owner shall provide to the City a Notice of Encumbrance to Annex Property in a form substantially in compliance with the form set forth in Exhibit "C," 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 the Owner's expense, by a current certificate of title or opinion letter acceptable to the City and issued by a licensed title

company or attorney identifying all owners in interest of the real property. All land transfers by the 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

With copy to:

Dan Mantzaris
City Attorney
Post Office Box 87
Orlando, FL 32802-0087

OWNER

BP Products North America, Inc.
1323 Bond Street, Suite 179
Naperville, IL 60563

With copy to:

Cecelia Bonifay, Esquire
Akerman Senterfitt
131 West Main Street
Tavares, FL 32778

Section 7. Amendments. Any amendment to this Agreement is not effective unless the amendment is in writing and signed by all the parties.

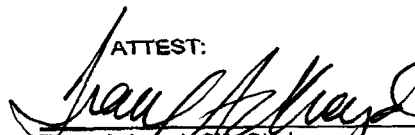
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below.

CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:


Tracy Ackroyd, City Clerk

[signatures continued on following page]

OWNER

W.B. Gaudreau
BP Products North America, Inc.

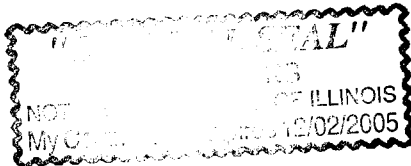
Name: W.B. Gaudreau, III

Its: Attorney-in-fact

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 W. B. Gaudreau, as Attorney in fact of BP Products North America, Inc., a Maryland Corporation, 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 17th day of March, 2005.



[Signature]
Notary Public

Exhibit A

LEGAL DESCRIPTION

BP Connect
16431 State Road 50
Clermont, FL 34711

A portion of Tract 12, HARTLE'S REPLAT, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida , also known as a portion of Tract 12, Map of Section 26, Township 22 South, Range 26 East, Lake County, Florida, Property of Lake Highlands Company, according to the plat thereof as recorded in Plat Book 3, Page 52 , described as follows:

Commence at the point of intersection of the East line of the Northwest $\frac{1}{4}$ of Section 26, Township 22 South, Range 26 East, Lake County, Florida, and the Easterly projection of the North line of said Tract 12; thence run North $89^{\circ}05'29''$ West along said North line and Easterly projection for a distance of 50.00 feet to the Westerly Right-of-Way line of County Road 455; thence South $00^{\circ}43'09''$ West for a distance of 207.16 feet to the Point of Beginning; thence, continue along said Westerly Right-of-Way line, South $00^{\circ}43'09''$ West for a distance of 250.01 feet; thence North $88^{\circ}53'40''$ West along the Northerly Right-of-Way line of State Road 50 for a distance of 175.42 feet; thence continue along said Northerly Right-of-Way line for the following 2 calls; South $00^{\circ}43'09''$ West, 38.00 feet; thence North $88^{\circ}53'40''$ West, 87.78 feet; thence departing said Northerly Right-of-Way line, North $01^{\circ}00'05''$ East for a distance of 282.97 feet; thence South $89^{\circ}05'29''$ East for a distance of 16.93 feet; thence North $79^{\circ}56'09''$ East for a distance of 25.67 feet; thence South $88^{\circ}53'40''$ East for a distance of 219.66 feet to the Point of Beginning.

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Exhibit B

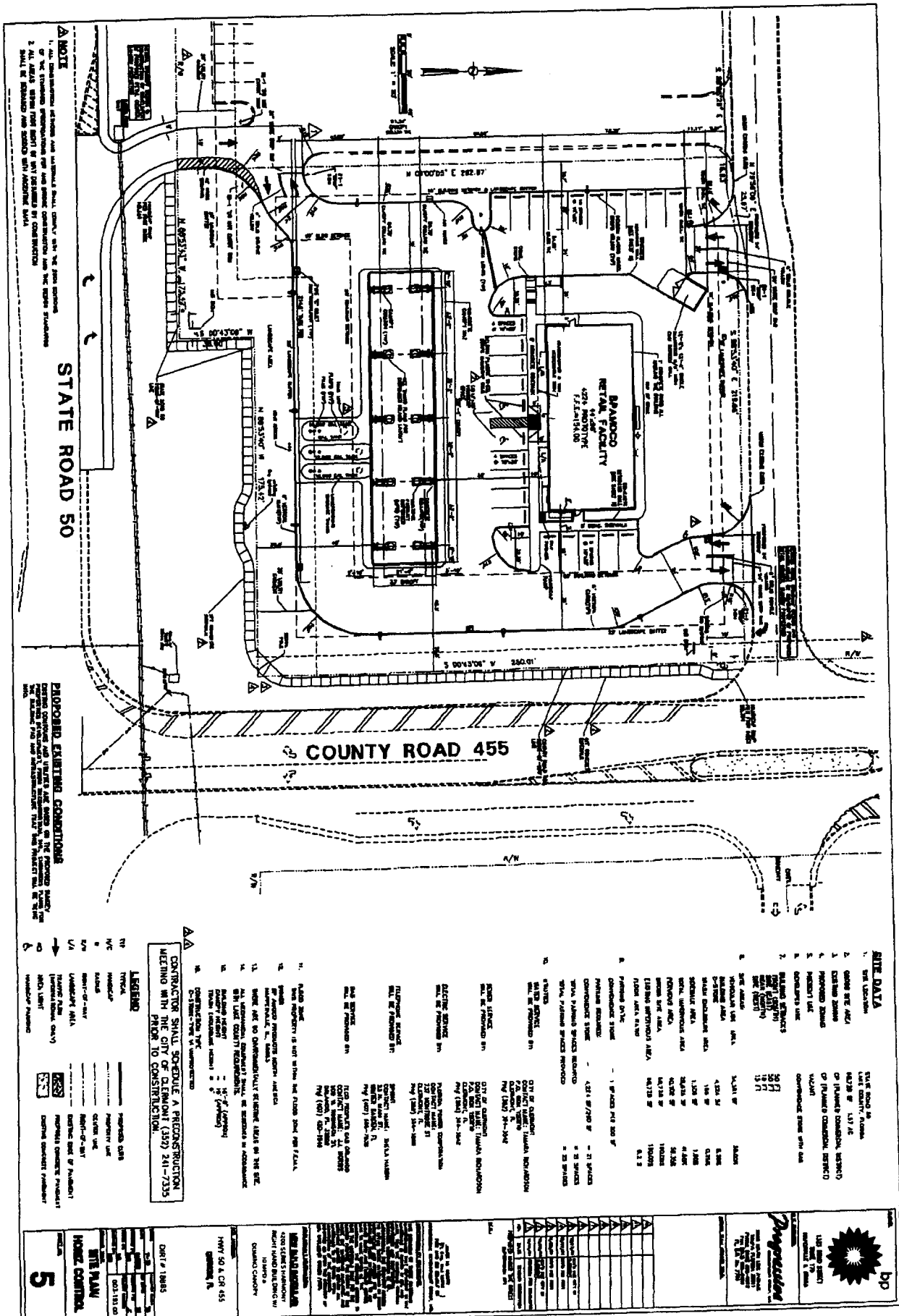


Exhibit C

**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 21st day of MARCH, 2005, between BP Products North America, Inc of 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:

A portion of Tract 12, HARTLE'S REPLAT, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, also known as a portion of Tract 12, Map of Section 26, Township 22 South, Range 26 East, Lake County, Florida, Property of Lake Highlands Company, according to the plat thereof as recorded in Plat Book 3, Page 52, described as follows:

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of the original document.

Commence at the point of intersection of the East line of the Northwest ¼ of Section 26, Township 22 South, Range 26 East, Lake County, Florida, and the Easterly projection of the North line of said Tract 12; thence run North 89°05'29" West along said North line and Easterly projection for a distance of 50.00 feet to the Westerly Right-of-Way line of County Road 455; thence South 00°43'09" West for a distance of 207.16 feet to the Point of Beginning; thence, continue along said Westerly Right-of-Way line, South 00°43'09" West for a distance of 250.01 feet; thence North 88°53'40" West along the Northerly Right-of-Way line of State Road 50 for a distance of 175.42 feet; thence continue along said Northerly Right-of-Way line for the following 2 calls; South 00°43'09" West, 38.00 feet; thence North 88°53'40" West, 87.78 feet; thence departing said Northerly Right-of-Way line, North 01°00'05" East for a distance of 282.97 feet; thence South 89°05'29" East for a distance of 16.93 feet; thence North 79°56'09" East for a distance of 25.67 feet; thence South 88°53'40" East for a distance of 219.66 feet to the Point of Beginning.

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):

BP PRODUCTS NORTH AMERICA INC

1. BY: W. Bernard Goudeau III

Signature

W. Bernard Goudeau III

Type or print name Attorney-in-Fact

2. _____

Signature

Type or print name

WITNESSES (Two required):

1. Amy A. Evans

Signature

Amy A. Evans

Type or print name

1. M. A. O'Brien

Signature

M. A. O'Brien

Type or print name

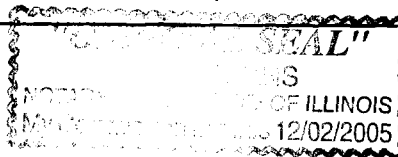
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of the original document.

STATE OF Illinois

COUNTY OF DePaul

The foregoing instrument was acknowledged before me on this 21st day of MARCH, 2005, by W. Donald Gordon III, Attorney, who is personally known to me or who has produced as identification and who did not take an oath.

SEAL:



Notary Public

Amy A. Evans

Type/print name Amy A. Evans

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

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is equivalent to the quality
of the original document.



CHICAGO TITLE INSURANCE COMPANY

495 STATE ROAD 436, CASSELBERRY, FL. 32707 (407)875-3000 Fax: (407)875-0510

RECEIVED

MAR 23 2005

LIMITED TITLE SEARCH CERTIFICATE

RECEIVED

MAR 23 2005

DATE: March 22, 2005
TO: Lowndes, Drosdick, Doster
215 N. Eola Drive
Orlando, Florida 32802-2028
ATTN: Eileen Heasley
FILE NO: 630500459

We have caused a search to be made of the Public Records of Lake County, Florida, from the earliest public records through March 21, 2005 at 5:00 PM, as to the following described real property:

A portion of Tract 12, HARTLE'S REPLAT, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, also known as a portion of Tract 12, Map of Section 26, Township 22 South, Range 26 East, Lake County, Florida, Property of Lake Highlands Company, according to the plat thereof as recorded in Plat Book 3, Page 52, described as follows:

Commence at the point of intersection of the East line of the Northwest 1/4 of Section 26, Township 22 South, Range 26 East, Lake County, Florida, and the Easterly projection of the North line of said Tract 12; thence run North 89° 05'29" West along said North line and Easterly projection for a distance of 50.00 feet to the Westerly Right-of-Way line of County Road 455; thence South 00° 43'09" West for a distance of 207.16 feet to the Point of Beginning; thence continue along said Westerly Right-of-Way line, South 00° 43'09" West for a distance of 250.01 feet; thence North 88° 53'40" West along the Northerly Right-of-Way line of State Road 50 for a distance of 175.42 feet; thence continue along said Northerly Right-of-Way line for the following 2 calls; South 00° 43'09" West, 38.00 feet; thence North 88° 53'40" West, 87.78 feet; thence departing said Northerly Right-of-Way line, North 01° 00'05" East for a distance of 282.97 feet; thence South 89° 05'29" East for a distance of 16.93 feet; thence North 79° 56'09" East for a distance of 25.67 feet; thence South 88° 53'40" East for a distance of 219.66 feet to the Point of Beginning.

AND FIND the owner of record

BP PRODUCTS NORTH AMERICA INC., a Maryland corporation by virtue of that certain Warranty Deed recorded in Official Records Book 2673, Page 1914, Public Records of Lake County, Florida.

ALL MORTGAGES not released or satisfied of record are as follows:

1. Mortgage, Assignment of Rents and Security Agreement from Sundev Properties, Inc., a Florida corporation to RBC Centura Bank filed in Official Records Book 2431, Page 293, of the Public Records of Lake County, Florida.
2. Assignment of Leases, Rents and Profits from Sundev Properties, Inc., a Florida corporation to RBC Centura Bank filed in Official Records Book 2431, Page 283, of the Public Records of Lake County, Florida.

3. UCC Financing Statement from Sundev Properties, Inc., a Florida corporation to RBC Centura Bank filed in Official Records Book 2431, Page 312, of the Public Records of Lake County, Florida.

ALL OTHER MATTERS of record are as follows:

4. Matters shown on the plat of Map of Section 26, Township 22 South, Range 26 East, Property of Lake Highlands Company, a subdivision recorded in Plat Book 3, Page 52, Public Records of Lake County, Florida.
5. Matters shown on the plat of Hartle's Replat, a subdivision recorded in Plat Book 12, Page 45, as affected by Affidavit recorded in Official Records Book 597, Page 160, Public Records of Lake County, Florida.
6. Utilities Easement in favor of City of Clermont, recorded in Official Records Book 1590, Page 619, of the Public Records of Lake County, Florida.
7. Ordinance recorded in Official Records Book 2047, Page 2070, Public Records of Lake County, Florida.
8. Notice of Commencement filed in Official Records Book 2571, Page 2020, of the Public Records of Lake County, Florida.
9. Notice of Commencement filed in Official Records Book 2643, Page 2007, of the Public Records of Lake County, Florida.
10. Declaration of Easements, Covenants and Restrictions filed in Official Records Book 2673, Page 1857, and First Amendment to Declaration of Easements, Covenants and Restrictions recorded in Official Records Book 2705, Page 37, of the Public Records of Lake County, Florida.
11. State of Florida Department of Transportation Project Resolution for State Highway System Projects filed in Official Records Book 2769, Page 1038, of the Public Records of Lake County, Florida.

Tax Information:

Parcel Number: 0922261100-011-00000

2004 taxes are paid in the gross amount of \$25,415.17

2005 Proposed Parcel Number: 0922261100-012-00000

This search is for the purpose of providing title information to the County and/or City governmental department which regulates land development, and is not to be used for the issuance of any title insurance commitment and/or policy.

The company's maximum liability for any error or omission in this certificate is limited to \$1,000.00 in accordance with Florida Statute 627.7843.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused these presents to be signed and its Corporate Seal affixed hereto on this 22 day of May, 2005.

CHICAGO TITLE INSURANCE COMPANY


Susan M. Holland

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. 2015-43

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

16431 SR 50, Alternate Key 3830293
BP Connect

LEGAL DESCRIPTION

A portion of Tract 12, Hartle's replat, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, also known as a portion of Tract 12, map of Section 26, Township 22 south, Range 26 east, Lake County, Florida, Property of Lake Highlands Company, according to the plat thereof as recorded in Plat Book 3, Page 52, described as follows: Commence at the point of intersection of the east line of the northwest ¼ of Section 26, Township 22 south, Range 26 east, Lake County, Florida, and the easterly projection of the north line of said Tract 12, thence run north 89°05'29" west along north line and easterly projection for a distance of 50.00 feet to the westerly right-of-way line of CR 455; thence south 00°43'09" west for a distance of 207.16 feet to the point of beginning; thence, continue along said westerly right-of-way line, south 00°43'09" west for a distance of 250.01 feet; thence north 88°53'40" west along the northerly right-of-way line of SR 50 for a distance of 175.42 feet; thence continue along said northerly right-of-way line for the following two calls; south 00°43'09" west, 38.00 feet; thence north 88°53'40" west, 87.78 feet; thence departing said northerly right-of-way line, north 01°00'05" east for a distance of 282.97 feet; thence south 89°05'29" east for a distance of 16.93 feet; thence north 79°56'09" east for a distance of 25.67 feet; thence south 88°53'40" east for a distance of 219.66 feet to the point of beginning. Containing 1.43 acres, more or less

FROM UE Urban Estate
TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission at a Special Planning and Zoning meeting on Monday, April 27, 2015 at 6:00 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, May 12, 2015 at 6:30 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
April 20, 2015 and April 28, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Monday, April 27, 2015		
Agenda Item Name		
Ordinance No. 2015-45; Discount Tire Small-Scale Comprehensive Plan Amendment		
Requested Action		
Move to recommend approval of Ordinance 2015-45.		
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 15, 2005. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 1.2 acres, has been developed as an automotive service shop, Discount Tire. 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 small-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	Discount Tire CPA Ord. 2015-45.doc	
2. Maps	Discount Tire Maps.pdf	
3. Utility Agreement	2005-08 Discount Tire Utility Agreement.pdf	
4. Legal ad	Discount Tire CPA legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-45

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

A portion of Tract 12, Hartle's replat, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, lying north of SR 50, less the right-of-way for CR 455, said parcel being more particularly described as follows: Commence at the northwest ¼ of Section 26, Township 22 south, Range 26 east, Lake County, Florida, and run south 00°43'09" west along east line and northwest ¼ for a distance of 657.36 feet to a point of intersection with the easterly extension of the north line of said Tract 12; thence run north 89°05'29" west, along the easterly extension of the

CITY OF CLERMONT
ORDINANCE No. 2015-45

north line of said Tract 12, for a distance of 50.00 feet to a point on the west right-of-way line of CR 455, according to Official Records Book 1978, Page 908, Public Records of Lake County, Florida; thence, run south 00°43'09" west along the west right-of-way line of CR 455, for a distance of 457.17 feet to a point on the north right-of-way line of SR 50, according to the Florida Department of Transportation right-of-way map Section number 11070-2505; thence run north 88°53'40" west, along said north right-of-way line, for a distance of 175.42 feet; thence run south 00°43'09" west, along said north right-of-way line, for a distance of 38.00 feet; thence run north 88°53'40" west, along said north right-of-way line, for a distance of 87.78 feet; to the point of beginning; thence north 88°53'40" west, along said north right-of-way line, for a distance of 185.00 feet; thence run north 01°06'20" east for a distance of 282.34 feet; thence run south 89°05'29" east for a distance of 185.00; thence run south 01°06'20" east for a distance of 282.97 feet to the point of beginning.

Containing 1.20 acres, more or less

Alternate Key 3835997; 16407 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. 2015-45

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-45

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of May, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Discount Tire

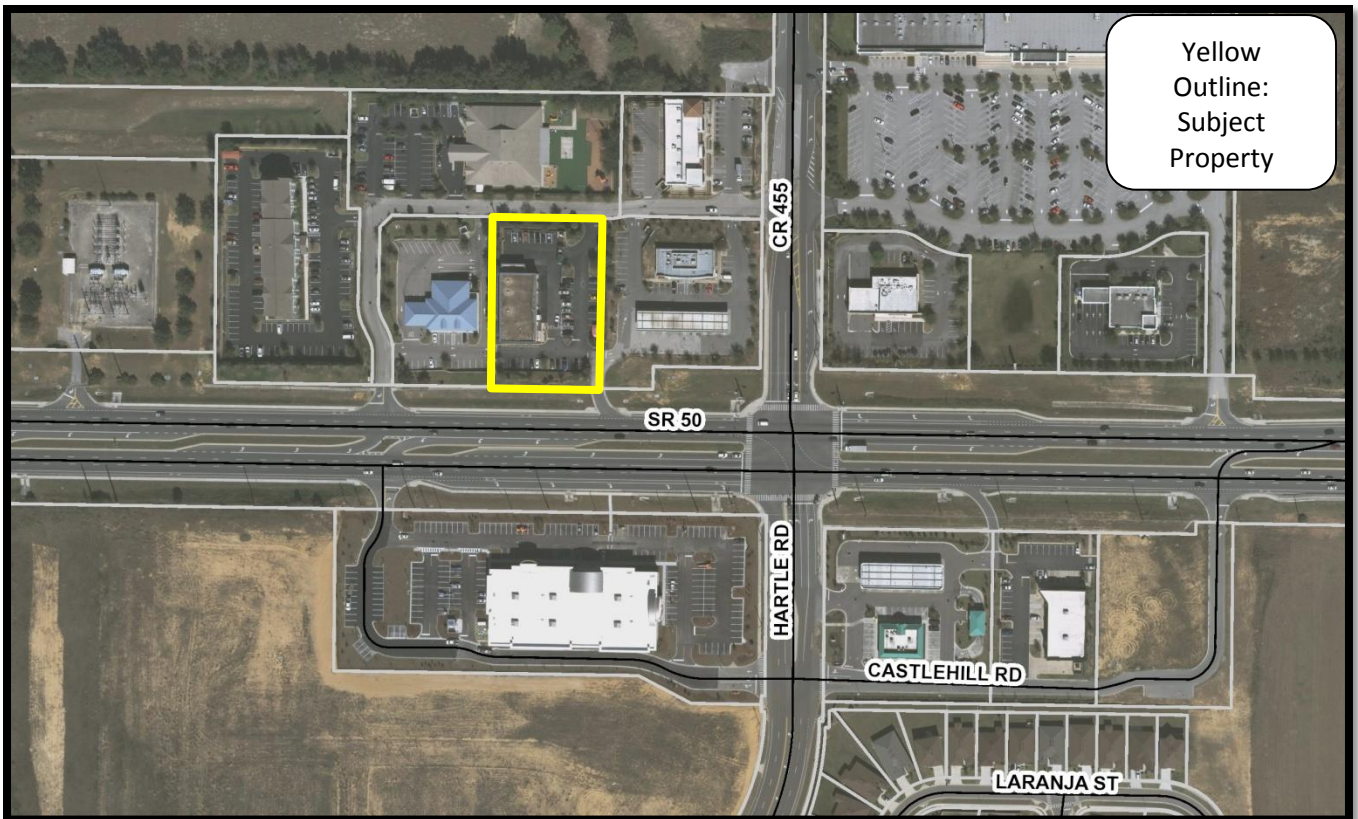


Exhibit – Future Land Use
Discount Tire

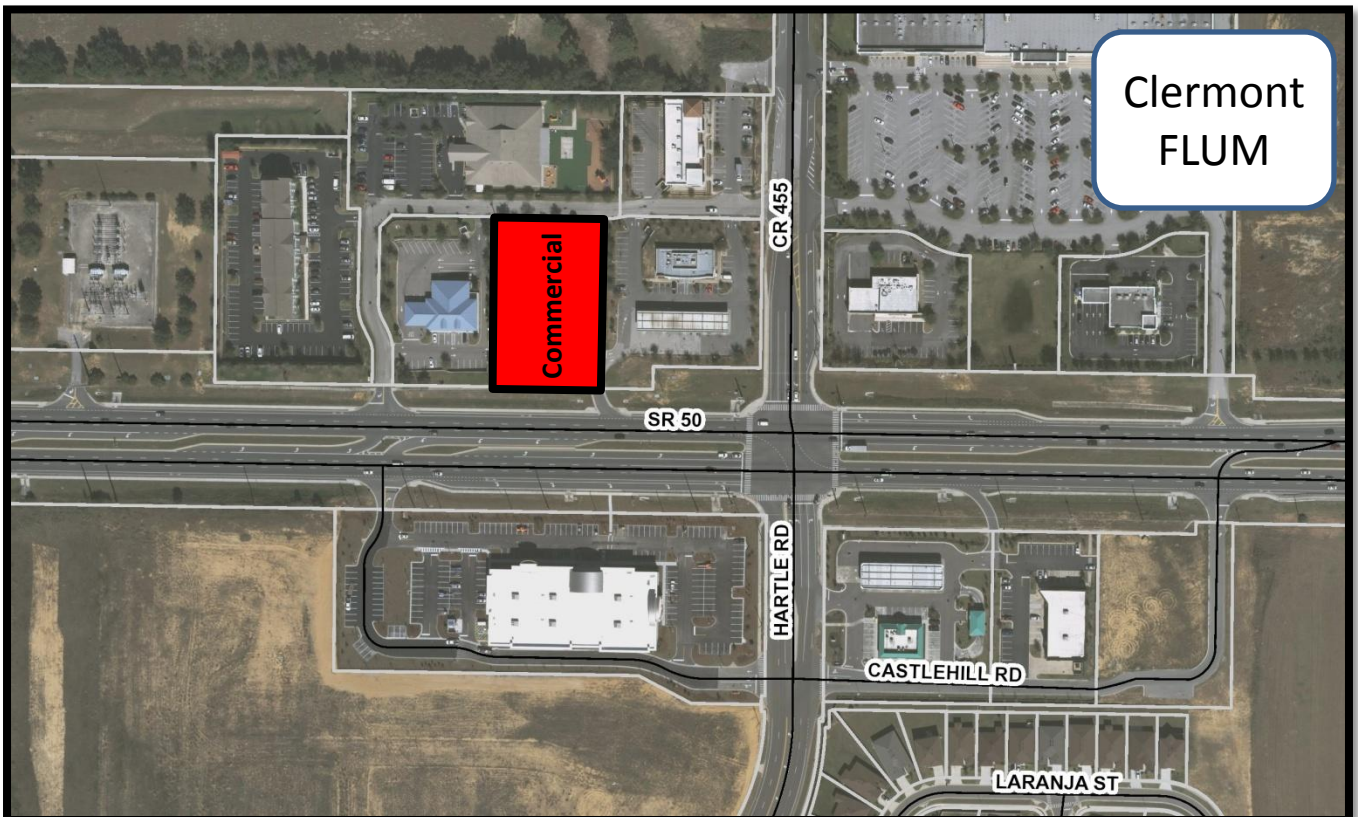
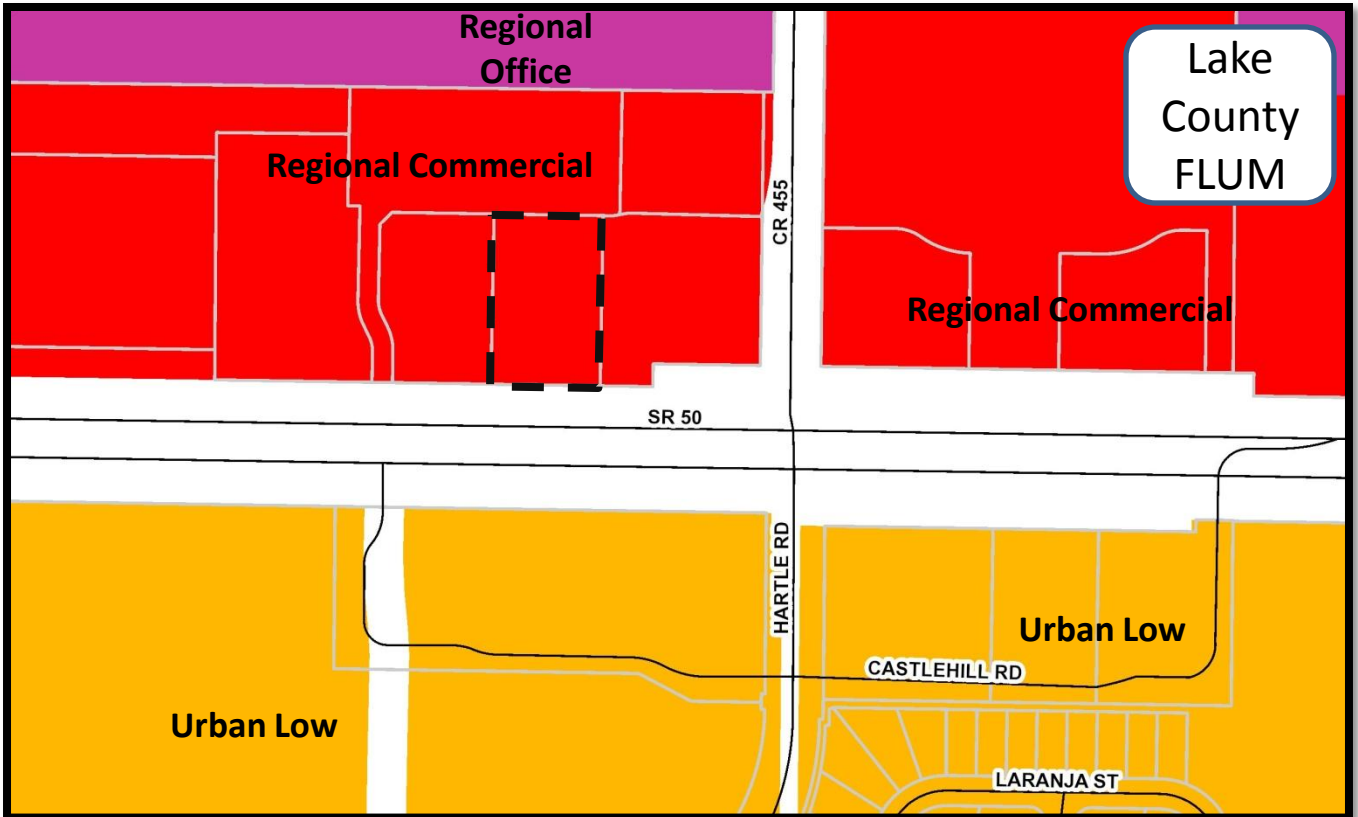
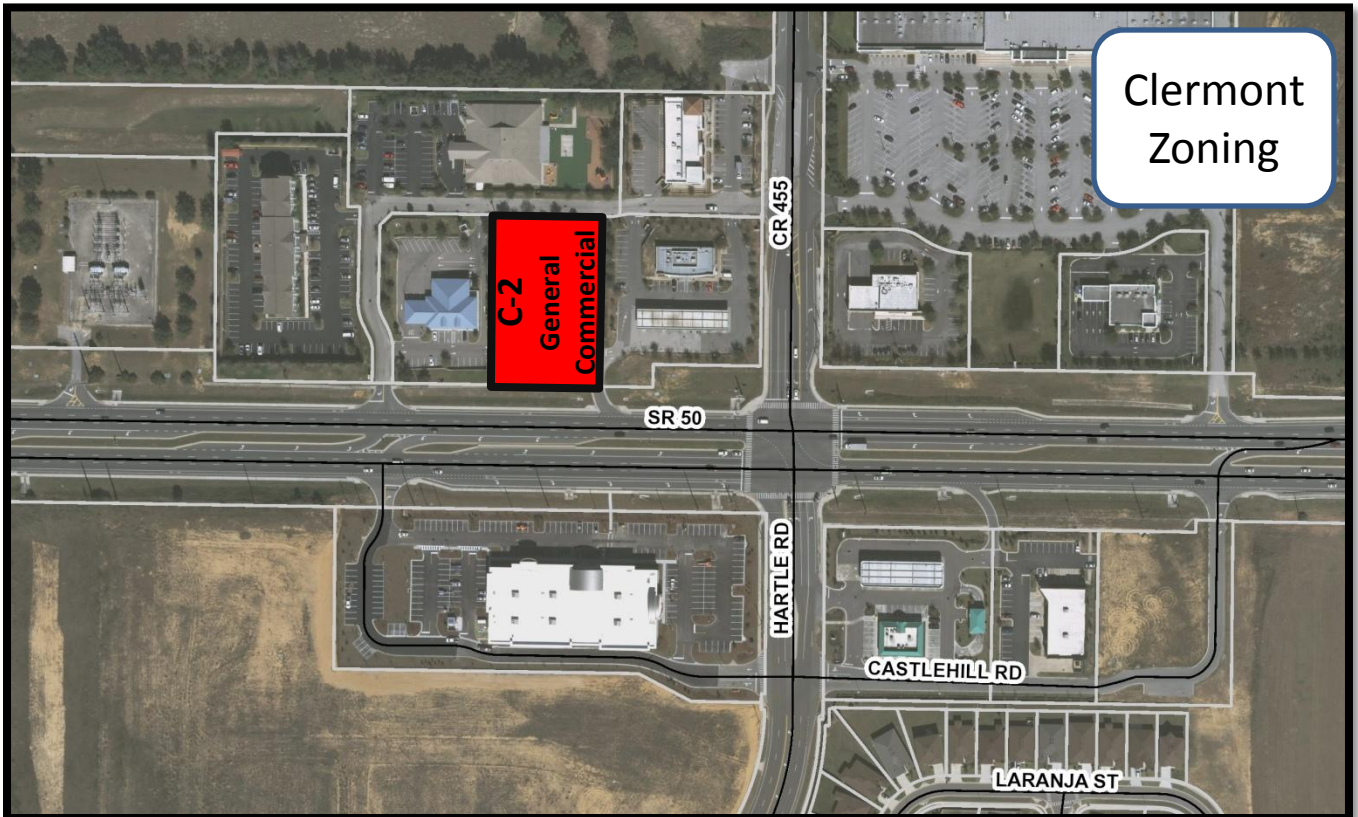


Exhibit – Zoning Discount Tire



RECEIVED

APR 19 2005

Prepared by:
City of Clermont
Tracy Ackroyd
P.O. Box 120219
Clermont, FL
34712-0219

WATER & WASTEWATER SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the 22 day of March, 2005, between **THE CITY OF CLERMONT**, a Florida municipal corporation, (the "City"), and **DISCOUNT TIRE COMPANY**, and its successors and assigns (the "Owner").

WITNESSETH

Whereas, the Owner is proposing to develop a tire sales and service facility 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 situated as an outparcel to an overall larger development owned by Sundev Properties and located in the unincorporated area of Lake County; and

Whereas, the Property is located in the Joint Planning Area established by Lake County and the City; and

Whereas, the Owner is requesting water and sewer service from the City; and

Whereas, Sundev, as part of its overall site plan and infrastructure, has made water and sewer connections available to the Property; and

Whereas, the Owner needs to install lateral connections to the water and sewer stubs located at the Property in order to connect to the City's water and sewer supply; and

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

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 and Sewer Service.

2.1 The City shall provide water and sewer service for the Property.

2.2 The Owner shall connect to the existing City system at the connection points (or stubs) already existing at the Property.

2.3 No Certificate of Occupancy shall be issued until the Owner completes the lateral connections to the City's water and sewer system.

Section 3. Development Standards.

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

3.2 The Owner will ensure that the City's waterline has a minimum cover of three (3) feet and a maximum of six (6) feet deep from the final surface of the ground.

3.3 The Owner will not be eligible to obtain a certificate of occupancy (CO) until the infrastructure has been completed and accepted by the City of Clermont for the overall Sundev development.

Section 4. Annexation. The Owner agrees that the City may annex the Property into the City of Clermont if the City, in its sole discretion, chooses to do so. In conjunction herewith, the Owner shall provide to the 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 the Owner's expense, by a current certificate of title or opinion letter acceptable to the City and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by the 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

Discount Tire Company
Attn: Chad Gorman
20225 N. Scottsdale Rd
Scottsdale, AZ 85255

With copy to:

Dan Mantzaris
City Attorney
Post Office Box 87
Orlando, FL 32802-0087

With copy to:

Jimmy D. Crawford, Esquire
Gray Robinson
Post Office Box 120848
Clermont, FL 24712-0848

Section 7. Amendments. Any amendment to this Agreement is not effective unless the amendment is in writing and signed by all the parties.

Section 8. 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.

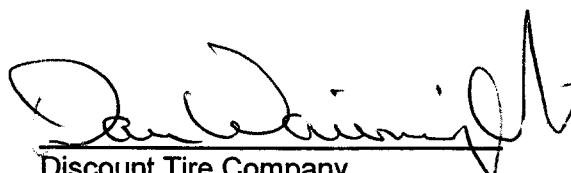
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

OWNER


Discount Tire Company
Agent

Name: DAN WAINWRIGHT

Its: SVP/Agent

STATE OF ~~FLORIDA~~ ARIZONA
COUNTY OF ~~LAKE~~ MARICOPA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared DAN WAINWRIGHT, as Senior Vice President of BP Products North America, Inc., a Maryland Corporation, 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 April, 2005.



Kathy Peters
Notary Public

EXHIBIT "A"

A parcel of land being a portion of Tract 12, HARTLE'S REPLAT, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, lying North of State Road 50, Less the right of way for County Road 455. Said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest $\frac{1}{4}$ of Section 26, Township 22 South, Range 26 East, Lake County, Florida and run South $00^{\circ}43'09''$ West, along the East line of said Northwest $\frac{1}{4}$, for a distance of 657.36 feet to a point of intersection with the Easterly extension of the North line of said Tract 12; thence run North $89^{\circ}05'29''$ West, along the Easterly extension of and the North line of said Tract 12, for a distance of 50.00 feet to a point on the West right of way line of County Road 455, according to Official Records Book 1978, Page 908, Public Records of Lake County, Florida; thence run South $00^{\circ}43'09''$ West, along the West right of way line of said County Road 455, for a distance of 457.17 feet to a point on the North right of way line of State Road 50, according to the Florida Department of Transportation Right of Way Map Section number 11070-2505; thence run North $88^{\circ}53'40''$ West, along said North right of way line, for a distance of 175.42 feet; thence run South $00^{\circ}43'09''$ West, along said North right of way line, for distance of 38.00 feet; thence run North $88^{\circ}53'40''$ West, along said North right of way line, for a distance of 87.78 feet to the POINT OF BEGINNING; thence continue North $88^{\circ}53'40''$ West, along said North right of way line, for a distance of 185.00 feet; thence run North $01^{\circ}06'20''$ East for a distance of 282.34 feet; thence run South $89^{\circ}05'29''$ East for a distance of 185.00 feet; thence run South $01^{\circ}06'20''$ West for a distance of 282.97 feet to the POINT OF BEGINNING.

Contains 1.200 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 22 day of March, 2005, between Discount Tire Company, of 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:

SunDev Property - Parcel 5

A parcel of land being a portion of Tract 12, HARTLE'S REPLAT, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, lying North of State Road 50, Less the right of way for County Road 455. Said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest ¼ of Section 26, Township 22 South, Range 26 East, Lake County, Florida and run South 00°43'09" West, along the East line of said Northwest ¼, for a distance of 657.36 feet to a point of intersection with the Easterly extension of the North line of said Tract 12; thence run North 89°05'29" West, along the Easterly extension of and the North line of said Tract 12, for a distance of 50.00 feet to a point on the West right of way line of County Road 455, according to Official Records Book 1978, Page 908, Public Records of Lake County, Florida; thence run South 00°43'09" West, along the West right of way line of said County Road 455, for a distance of 457.17 feet to a point on the North right of way line of State Road 50, according to the Florida Department of Transportation Right of Way Map Section number 11070-2505; thence run North 88°53'40" West, along said North right of way line, for a distance of 175.42 feet; thence run South 00°43'09" West, along said North right of way line, for distance of 38.00 feet; thence run North 88°53'40" West, along said North right of way line, for a distance of 87.78 feet to the POINT OF BEGINNING; thence continue North 88°53'40" West, along said North right of way line, for a distance of 185.00 feet; thence run North 01°06'20" East for a distance of 282.34 feet; thence run South 89°05'29" East for a distance of 185.00 feet; thence run South 01°06'20" West for a distance of 282.97 feet to the POINT OF BEGINNING.

Contains 1.200 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
DAN WAINWRIGHT
Type or print name

2.

Signature

Type or print name

WITNESSES (Two required):

1.

[Signature]
Signature
CHAD J. GORMAN
Type or print name

1.

[Signature]
Signature
Dana Horns
Type or print name

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me on this 15 day of APRIL, 2005, by Dan Wainwright, who is personally known to me or who has produced _____ as identification and who did not take an oath.



Kathy Peters



SEAL:

Notary Public

Kathy Peters

Type/print name

Kathy Peters

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

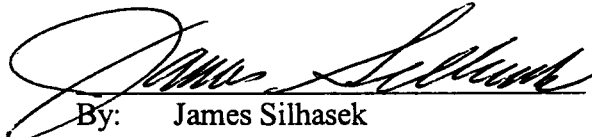
**CERTIFIED COPY OF RESOLUTIONS
OF
HALLE PROPERTIES, L.L.C.
An Arizona Limited Liability Company**

The undersigned hereby certifies that he is agent for the managing member of Halle Properties, L.L.C., an Arizona Limited Liability Company, hereinafter referred to as the "Company", and that the following is a full, true and correct copy of resolutions duly adopted by the Members of said Company and that this resolution is in full force and effect and has not been amended, suspended or repealed.

RESOLVED, that Daniel S. Wainwright is agent of Halle Properties, L.L.C., and in such capacity, is authorized to sign any and all documentation necessary for obtaining utilities and other transactions relating to the construction of the building to be used as a Discount Tire Co. store in the State of Florida.

IN WITNESS WHEREOF, I have hereunto set my hand on the day and year stated herein.

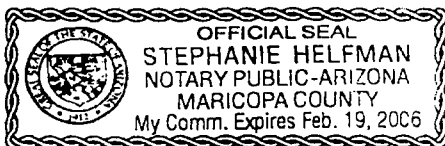
HALLE PROPERTIES, L.L.C.
An Arizona limited liability company
By: Wilanna, Inc., an Arizona corporation,
Managing Member

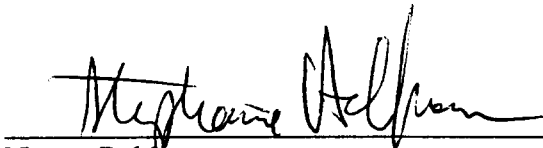

By: James Silhasek
Its: Agent

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

Before me, the undersigned Notary Public, on this 28th day of February, 2003, personally appeared James Silhasek, who acknowledged to be agent of Wilanna, Inc., an Arizona corporation, the managing member of Halle Properties, L.L.C., and that he, being authorized so to do, executed the foregoing instrument for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




Notary Public

My Commission Expires: 2/19/06

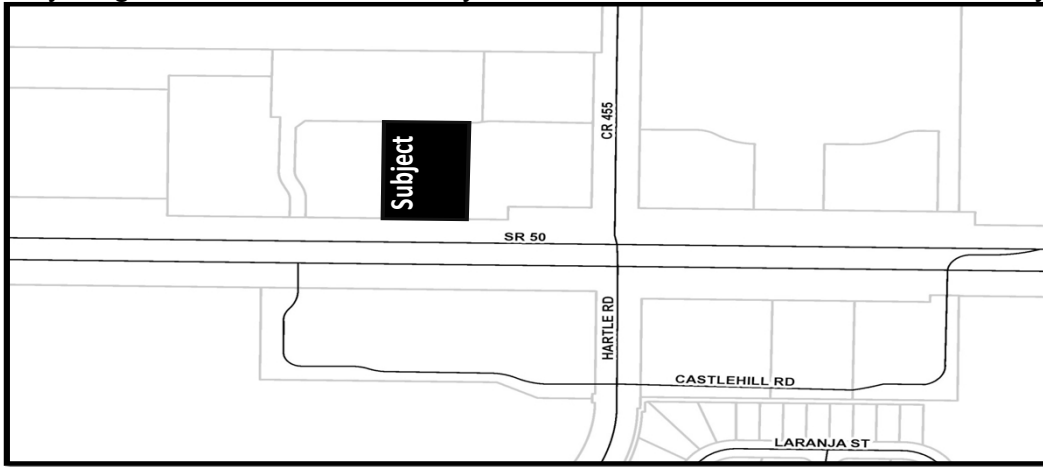
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2015-45

The City of Clermont will hold public hearings on Monday, April 27, 2015 at 6:00 p.m. at a Special Meeting of the Planning and Zoning Commission; Tuesday, April 28, 2015 at 6:00 p.m. (1st reading of the adoption ordinance) and Tuesday, May 12, 2015 (final reading of the adoption ordinance) at 6:30 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 1.20 +/-acre parcel below from Lake County Regional Commercial to City of Clermont Commercial. Alternate Key 3835997.



Location: 16407 SR 50; Discount Tire

Ordinance #2015-45:

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
April 13, 2015 and April 28, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Monday, April 27, 2015		
Agenda Item Name		
Ordinance No. 2015-46; Discount Tire Rezoning		
Requested Action		
Move to recommend approval Ordinance 2015-46.		
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 agreement with the City was executed on April 15, 2005. The property is improved and is receiving water and sewer services from the City. The property, approximately 1.2 acres, has been developed as an automotive service shop, Discount Tire. 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	Discount Tire REZ ORD 2015-46.doc	
2. Maps	Discount Tire Maps.pdf	
3. Utility Agreement	2005-08 Discount Tire Utility Agreement.pdf	
4. Legal ad	Discount Tire REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-46

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 Tract 12, Hartle's replat, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, lying north of SR 50, less the right-of-way for CR 455, said parcel being more particularly described as follows: Commence at the northwest $\frac{1}{4}$ of Section 26, Township 22 south, Range 26 east, Lake County, Florida, and run south $00^{\circ}43'09''$ west along east line and northwest $\frac{1}{4}$ for a distance of 657.36 feet to a point of intersection with the easterly extension of the north line of said Tract 12; thence run north $89^{\circ}05'29''$ west, along the easterly extension of the north line of said Tract 12, for a distance of 50.00 feet to a point on the west right-of-way line of CR 455, according to Official Records Book 1978, Page 908, Public Records of Lake County, Florida; thence, run south $00^{\circ}43'09''$ west along the west right-of-way line of CR 455, for a distance of 457.17 feet to a point on the north right-of-way line of SR 50, according to the Florida Department of Transportation right-of-way map Section number 11070-2505; thence run north $88^{\circ}53'40''$ west, along said north right-of-way line, for a distance of 175.42 feet; thence run south $00^{\circ}43'09''$ west, along said north right-of-way line, for a distance of 38.00 feet; thence run north $88^{\circ}53'40''$ west, along said north right-of-way line, for a distance of 87.78 feet; to the point of beginning; thence north $88^{\circ}53'40''$ west, along said north right-of-way line, for a distance of 185.00 feet; thence run north $01^{\circ}06'20''$ east for a distance of 282.34 feet; thence run south $89^{\circ}05'29''$ east for a distance of 185.00; thence run south $01^{\circ}06'20''$ east for a distance of 282.97 feet to the point of beginning. Containing 1.20 acres, more or less

Alternate Key 3835997; 16407 SR 50

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

SECTION 2:

CITY OF CLERMONT
ORDINANCE No. 2015-46

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. 2015-46

Florida on this 12th day of May, 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 Discount Tire

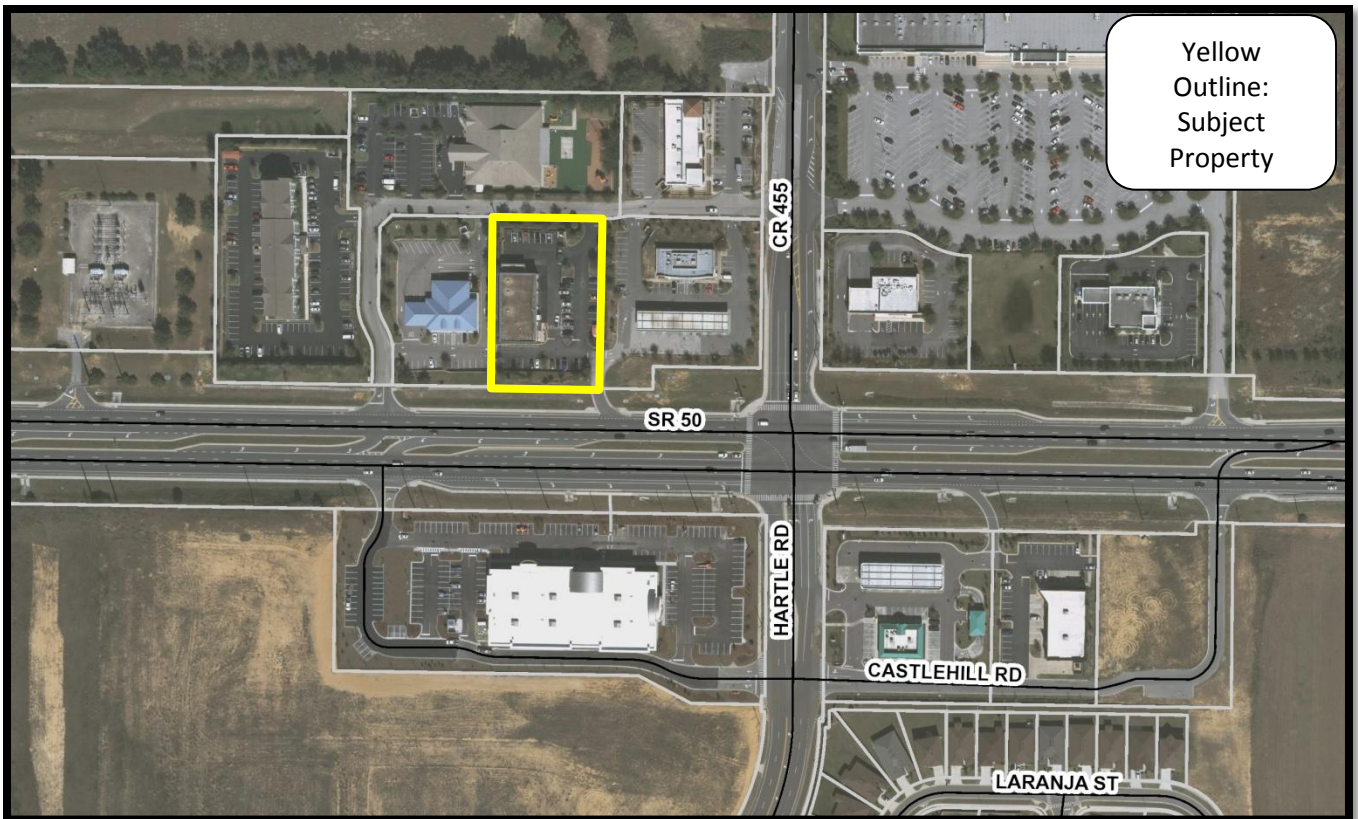


Exhibit – Future Land Use
Discount Tire

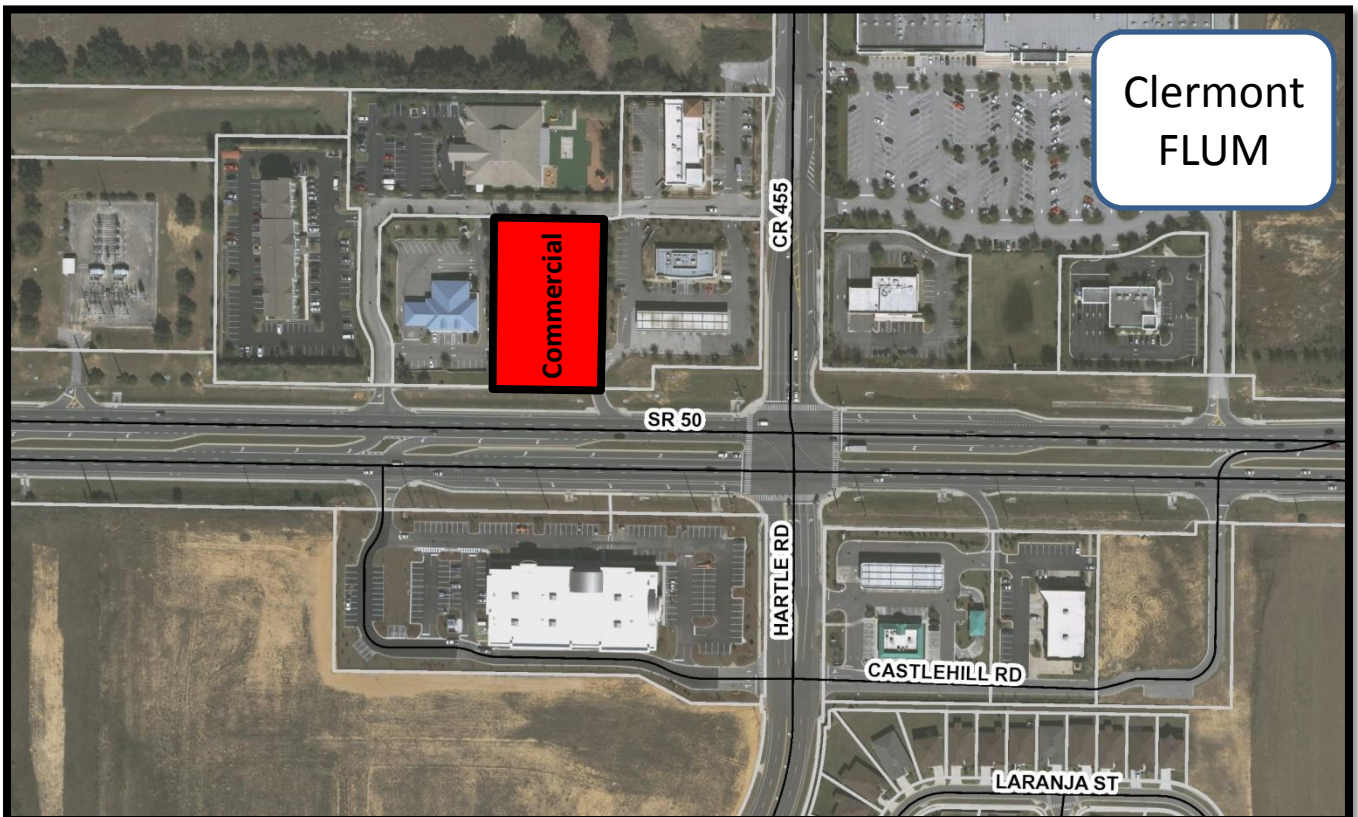
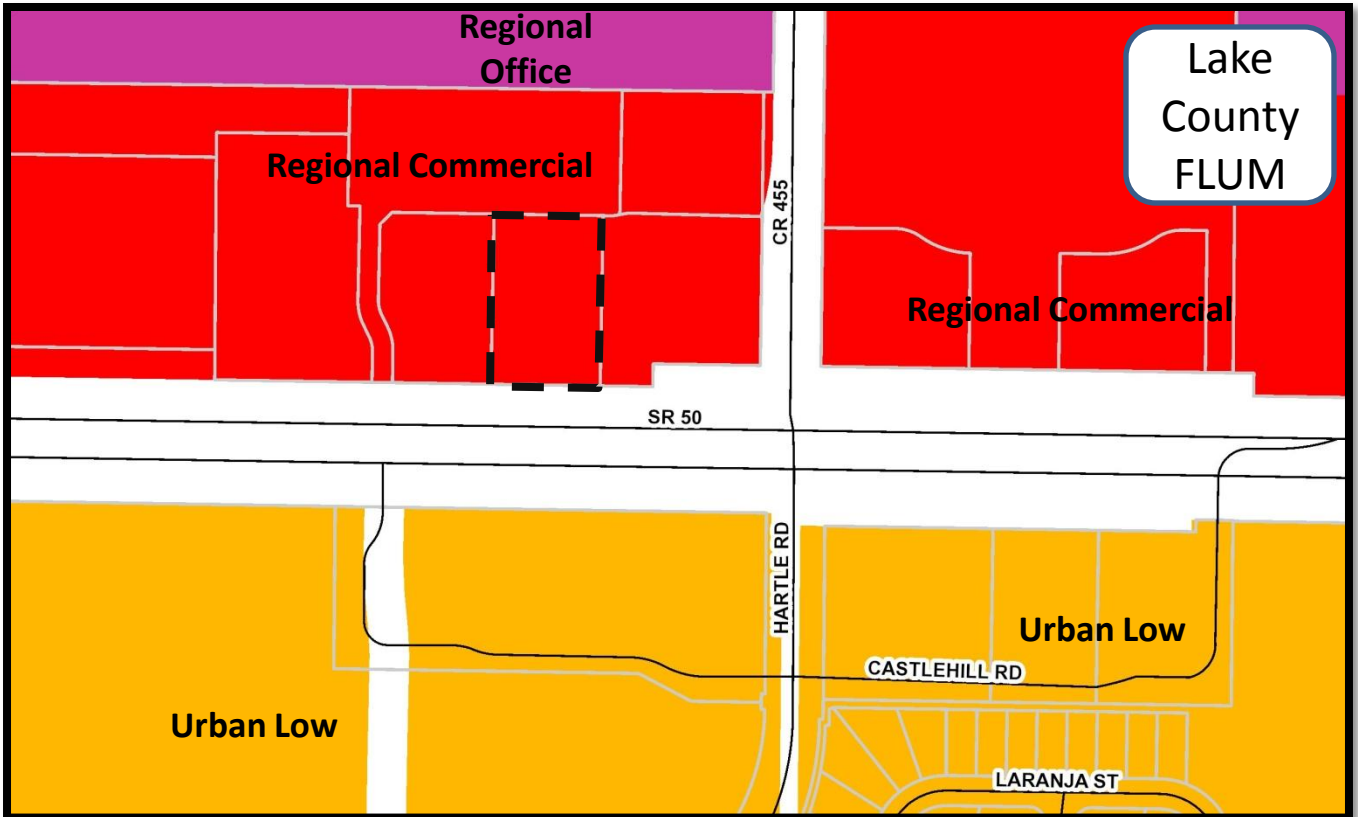
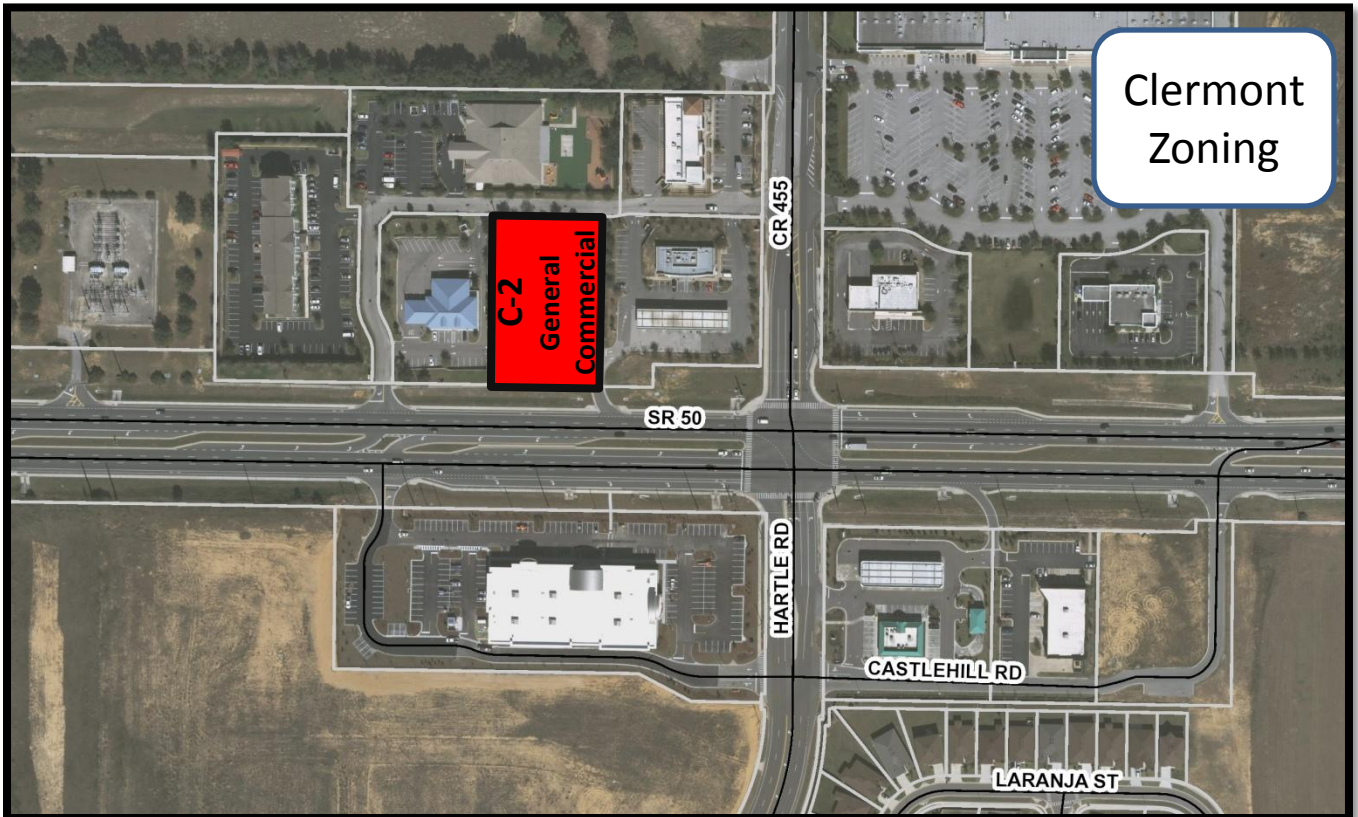


Exhibit – Zoning Discount Tire



RECEIVED

APR 19 2005

Prepared By:
City of Clermont
Tracy Ackroyd
P.O. Box 120219
Clermont, FL
34712-0219

WATER & WASTEWATER SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the 22 day of March, 2005, between **THE CITY OF CLERMONT**, a Florida municipal corporation, (the "City"), and **DISCOUNT TIRE COMPANY**, and its successors and assigns (the "Owner").

WITNESSETH

Whereas, the Owner is proposing to develop a tire sales and service facility 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 situated as an outparcel to an overall larger development owned by Sundev Properties and located in the unincorporated area of Lake County; and

Whereas, the Property is located in the Joint Planning Area established by Lake County and the City; and

Whereas, the Owner is requesting water and sewer service from the City; and

Whereas, Sundev, as part of its overall site plan and infrastructure, has made water and sewer connections available to the Property; and

Whereas, the Owner needs to install lateral connections to the water and sewer stubs located at the Property in order to connect to the City's water and sewer supply; and

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

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 and Sewer Service.

2.1 The City shall provide water and sewer service for the Property.

2.2 The Owner shall connect to the existing City system at the connection points (or stubs) already existing at the Property.

2.3 No Certificate of Occupancy shall be issued until the Owner completes the lateral connections to the City's water and sewer system.

Section 3. Development Standards.

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

3.2 The Owner will ensure that the City's waterline has a minimum cover of three (3) feet and a maximum of six (6) feet deep from the final surface of the ground.

3.3 The Owner will not be eligible to obtain a certificate of occupancy (CO) until the infrastructure has been completed and accepted by the City of Clermont for the overall Sundev development.

Section 4. Annexation. The Owner agrees that the City may annex the Property into the City of Clermont if the City, in its sole discretion, chooses to do so. In conjunction herewith, the Owner shall provide to the 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 the Owner's expense, by a current certificate of title or opinion letter acceptable to the City and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by the 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

Discount Tire Company
Attn: Chad Gorman
20225 N. Scottsdale Rd
Scottsdale, AZ 85255

With copy to:

Dan Mantzaris
City Attorney
Post Office Box 87
Orlando, FL 32802-0087

With copy to:

Jimmy D. Crawford, Esquire
Gray Robinson
Post Office Box 120848
Clermont, FL 24712-0848

Section 7. Amendments. Any amendment to this Agreement is not effective unless the amendment is in writing and signed by all the parties.

Section 8. 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.

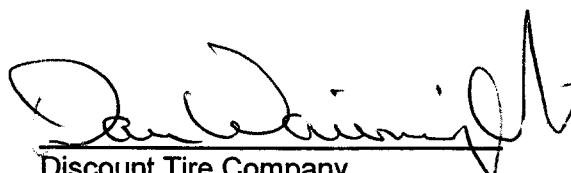
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

OWNER


Discount Tire Company
Agent

Name: DAN WAINWRIGHT

Its: SVP/Agent

STATE OF ~~FLORIDA~~ ARIZONA
COUNTY OF ~~LAKE~~ MARICOPA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared DAN WAINWRIGHT, as Senior Vice President of BP Products North America, Inc., a Maryland Corporation, 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 April, 2005.



Kathy Peters
Notary Public

EXHIBIT "A"

A parcel of land being a portion of Tract 12, HARTLE'S REPLAT, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, lying North of State Road 50, Less the right of way for County Road 455. Said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest $\frac{1}{4}$ of Section 26, Township 22 South, Range 26 East, Lake County, Florida and run South $00^{\circ}43'09''$ West, along the East line of said Northwest $\frac{1}{4}$, for a distance of 657.36 feet to a point of intersection with the Easterly extension of the North line of said Tract 12; thence run North $89^{\circ}05'29''$ West, along the Easterly extension of and the North line of said Tract 12, for a distance of 50.00 feet to a point on the West right of way line of County Road 455, according to Official Records Book 1978, Page 908, Public Records of Lake County, Florida; thence run South $00^{\circ}43'09''$ West, along the West right of way line of said County Road 455, for a distance of 457.17 feet to a point on the North right of way line of State Road 50, according to the Florida Department of Transportation Right of Way Map Section number 11070-2505; thence run North $88^{\circ}53'40''$ West, along said North right of way line, for a distance of 175.42 feet; thence run South $00^{\circ}43'09''$ West, along said North right of way line, for distance of 38.00 feet; thence run North $88^{\circ}53'40''$ West, along said North right of way line, for a distance of 87.78 feet to the POINT OF BEGINNING; thence continue North $88^{\circ}53'40''$ West, along said North right of way line, for a distance of 185.00 feet; thence run North $01^{\circ}06'20''$ East for a distance of 282.34 feet; thence run South $89^{\circ}05'29''$ East for a distance of 185.00 feet; thence run South $01^{\circ}06'20''$ West for a distance of 282.97 feet to the POINT OF BEGINNING.

Contains 1.200 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 22 day of March, 2005, between Discount Tire Company, of 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:

SunDev Property - Parcel 5

A parcel of land being a portion of Tract 12, HARTLE'S REPLAT, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, lying North of State Road 50, Less the right of way for County Road 455. Said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest ¼ of Section 26, Township 22 South, Range 26 East, Lake County, Florida and run South 00°43'09" West, along the East line of said Northwest ¼, for a distance of 657.36 feet to a point of intersection with the Easterly extension of the North line of said Tract 12; thence run North 89°05'29" West, along the Easterly extension of and the North line of said Tract 12, for a distance of 50.00 feet to a point on the West right of way line of County Road 455, according to Official Records Book 1978, Page 908, Public Records of Lake County, Florida; thence run South 00°43'09" West, along the West right of way line of said County Road 455, for a distance of 457.17 feet to a point on the North right of way line of State Road 50, according to the Florida Department of Transportation Right of Way Map Section number 11070-2505; thence run North 88°53'40" West, along said North right of way line, for a distance of 175.42 feet; thence run South 00°43'09" West, along said North right of way line, for distance of 38.00 feet; thence run North 88°53'40" West, along said North right of way line, for a distance of 87.78 feet to the POINT OF BEGINNING; thence continue North 88°53'40" West, along said North right of way line, for a distance of 185.00 feet; thence run North 01°06'20" East for a distance of 282.34 feet; thence run South 89°05'29" East for a distance of 185.00 feet; thence run South 01°06'20" West for a distance of 282.97 feet to the POINT OF BEGINNING.

Contains 1.200 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

DAN WAINWRIGHT

Type or print name

2.

Signature

Type or print name

WITNESSES (Two required):

1.

Signature

CHAD J. GORMAN

Type or print name

1.

Signature

Dana Horns

Type or print name

STATE OF ARIZONA

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me on this 15 day of APRIL, 2005, by Dan Wainwright, who is personally known to me or who has produced _____ as identification and who did not take an oath.



Kathy Peters



SEAL:

Notary Public

Kathy Peters

Type/print name

Kathy Peters

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

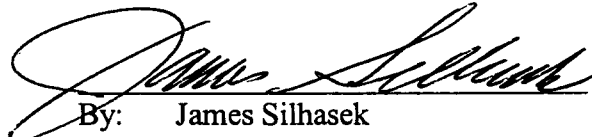
**CERTIFIED COPY OF RESOLUTIONS
OF
HALLE PROPERTIES, L.L.C.
An Arizona Limited Liability Company**

The undersigned hereby certifies that he is agent for the managing member of Halle Properties, L.L.C., an Arizona Limited Liability Company, hereinafter referred to as the "Company", and that the following is a full, true and correct copy of resolutions duly adopted by the Members of said Company and that this resolution is in full force and effect and has not been amended, suspended or repealed.

RESOLVED, that Daniel S. Wainwright is agent of Halle Properties, L.L.C., and in such capacity, is authorized to sign any and all documentation necessary for obtaining utilities and other transactions relating to the construction of the building to be used as a Discount Tire Co. store in the State of Florida.

IN WITNESS WHEREOF, I have hereunto set my hand on the day and year stated herein.

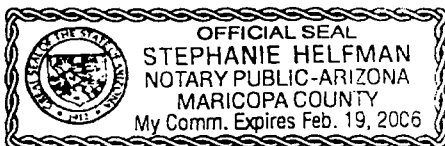
HALLE PROPERTIES, L.L.C.
An Arizona limited liability company
By: Wilanna, Inc., an Arizona corporation,
Managing Member

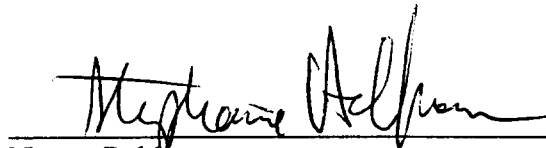

By: James Silhasek
Its: Agent

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

Before me, the undersigned Notary Public, on this 28th day of February, 2003, personally appeared James Silhasek, who acknowledged to be agent of Wilanna, Inc., an Arizona corporation, the managing member of Halle Properties, L.L.C., and that he, being authorized so to do, executed the foregoing instrument for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




Notary Public

My Commission Expires: 2/19/06

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. 2015-46

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

16407 SR 50, Alternate Key 3835997

Discount Tire

LEGAL DESCRIPTION

A portion of Tract 12, Hartle's replat, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, lying north of SR 50, less the right-of-way for CR 455, said parcel being more particularly described as follows: Commence at the northwest $\frac{1}{4}$ of Section 26, Township 22 south, Range 26 east, Lake County, Florida, and run south $00^{\circ}43'09''$ west along east line and northwest $\frac{1}{4}$ for a distance of 657.36 feet to a point of intersection with the easterly extension of the north line of said Tract 12; thence run north $89^{\circ}05'29''$ west, along the easterly extension of the north line of said Tract 12, for a distance of 50.00 feet to a point on the west right-of-way line of CR 455, according to Official Records Book 1978, Page 908, Public Records of Lake County, Florida; thence, run south $00^{\circ}43'09''$ west along the west right-of-way line of CR 455, for a distance of 457.17 feet to a point on the north right-of-way line of SR 50, according to the Florida Department of Transportation right-of-way map Section number 11070-2505; thence run north $88^{\circ}53'40''$ west, along said north right-of-way line, for a distance of 175.42 feet; thence run south $00^{\circ}43'09''$ west, along said north right-of-way line, for a distance of 38.00 feet; thence run north $88^{\circ}53'40''$ west, along said north right-of-way line, for a distance of 87.78 feet; to the point of beginning; thence north $88^{\circ}53'40''$ west, along said north right-of-way line, for a distance of 185.00 feet; thence run north $01^{\circ}06'20''$ east for a distance of 282.34 feet; thence run south $89^{\circ}05'29''$ east for a distance of 185.00; thence run south $01^{\circ}06'20''$ east for a distance of 282.97 feet to the point of beginning. Containing 1.20 acres, more or less

FROM UE Urban Estate

TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission at a Special Planning and Zoning meeting on Monday, April 27, 2015 at 6:00 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, May 12, 2015 at 6:30 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

April 20, 2015 and April 28, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Monday, April 27, 2015		
Agenda Item Name		
Ordinance No. 2015-48: Harbor Federal Small-Scale Comprehensive Plan Amendment		
Requested Action		
Move to recommend approval of Ordinance 2015-48.		
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 4, 2005. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 1.17 acres, has been developed as a professional office, Allstate, and bank, formerly Harbor Federal. 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 small-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	Harbor Federal CPA Ord. 2015-48.doc	
2. Maps	Harbor Federal Maps.pdf	
3. Utility Agreement	2005-10 Harbor Federal Utility Agreement.pdf	
4. Legal ad	Harbor Federal CPA legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-48

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

A portion of Tracts 11 and 12, Hartle's replat, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, lying north of SR 50, less the right-of-way for CR 455, said parcel being more particularly described as follows: Commence at the northeast corner of the northwest $\frac{1}{4}$ of Section 26, Township 22 south, Range 26 east, Lake County, Florida, and run south $00^{\circ}43'09''$ west along east line and northwest $\frac{1}{4}$ for a distance of 657.36 feet to a point of intersection with the easterly extension of the north line of said Tract 12; thence run north $89^{\circ}05'29''$ west, along the easterly extension of the north line of said Tract 12, for a distance of 50.00 feet

CITY OF CLERMONT
ORDINANCE No. 2015-48

to a point on the west right-of-way line of CR 455, according to Official Records Book 1978, Page 908, Public Records of Lake County, Florida; thence, run south 00°43'09" west along the west right-of-way line of CR 455, for a distance of 457.17 feet to a point on the north right-of-way line of SR 50, according to the Florida Department of Transportation right-of-way map Section number 11070-2505; thence run north 88°53'40" west, along said north right-of-way line, for a distance of 175.42 feet; thence run south 00°43'09" west, along said north right-of-way line, for a distance of 38.00 feet; thence run north 88°53'40" west, along said north right-of-way line, for a distance of 272.78 feet; to the point of beginning; thence north 88°53'40" west, along said north right-of-way line, for a distance of 163.93 feet; thence run north 01°06'20" east for a distance of 50.00 feet to a point of curvature of a curve concave southwesterly, having a radius of 92.00 feet and a delta angle of 27°28'28" thence run northerly along the arc of said curve for a distance of 44.12 feet to the point of tangency; thence north 26°22'08" west for a distance of 19.69 feet to the point of curvature of a curve concave northeasterly, having a radius of 58.00 feet and a delta angle of 27°36'31" thence run northerly along the arc of said curve for a distance of 27.95 feet to the point of tangency; thence run north 01°14'23" east for a distance of 124.99 feet; thence run north 46°04'27" east for a distance of 28.20 feet; thence run south 89°05'29" east for a distance of 169.70 feet; thence run south 01°06'20" west for a distance of 282.34 feet to the point of beginning.

Containing 1.167 acres, more or less

Alternate Key 3831903; 16345 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. 2015-48

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-48

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of May, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Harbor Federal



Exhibit – Future Land Use
Harbor Federal

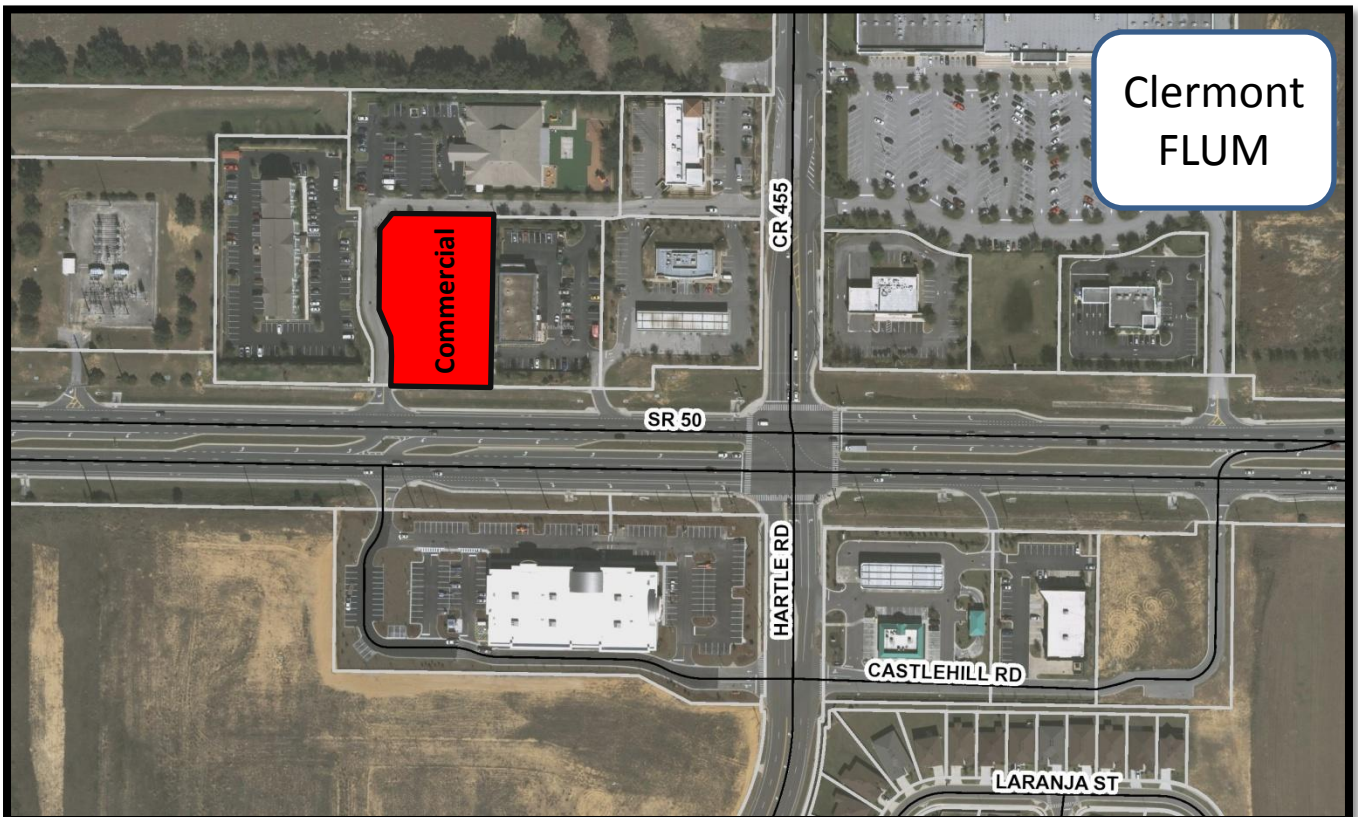
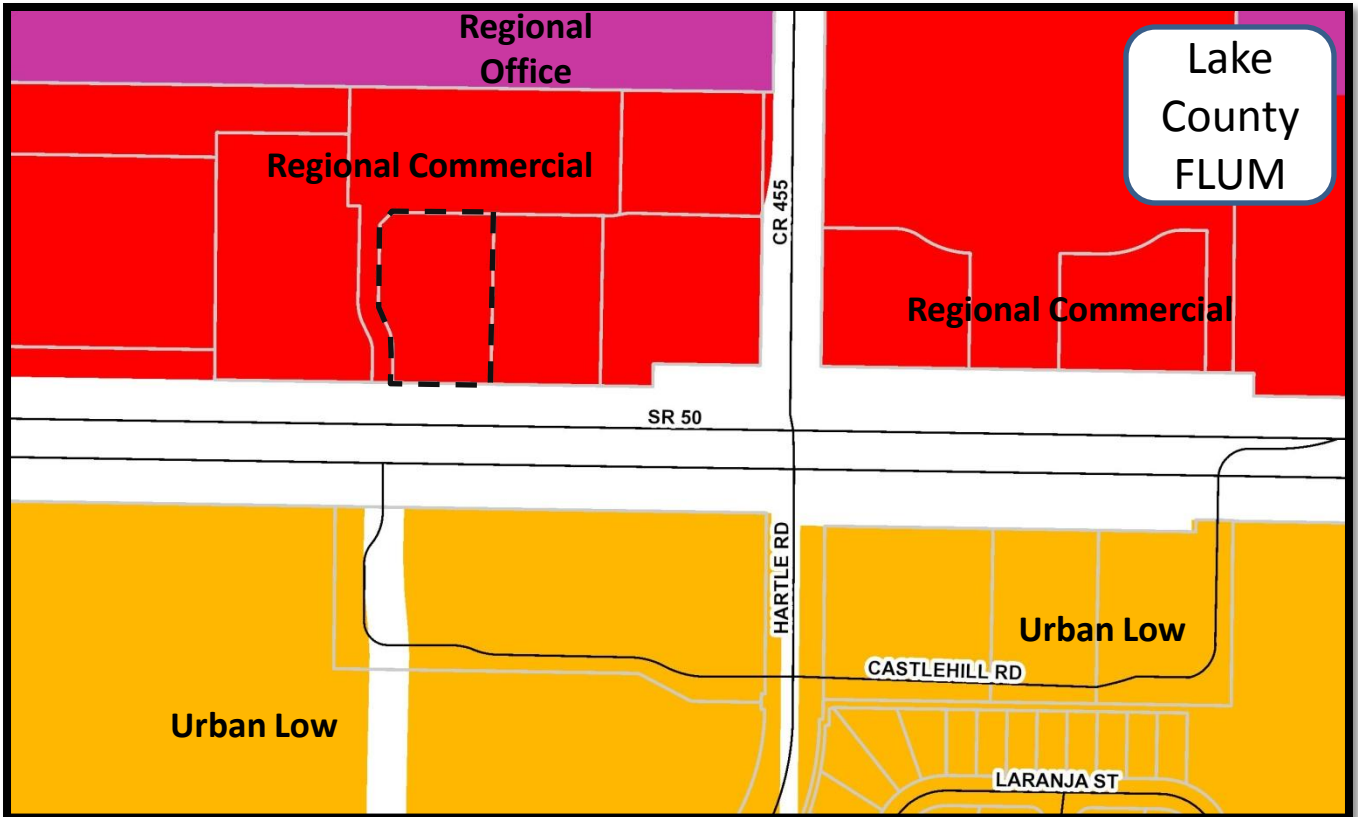
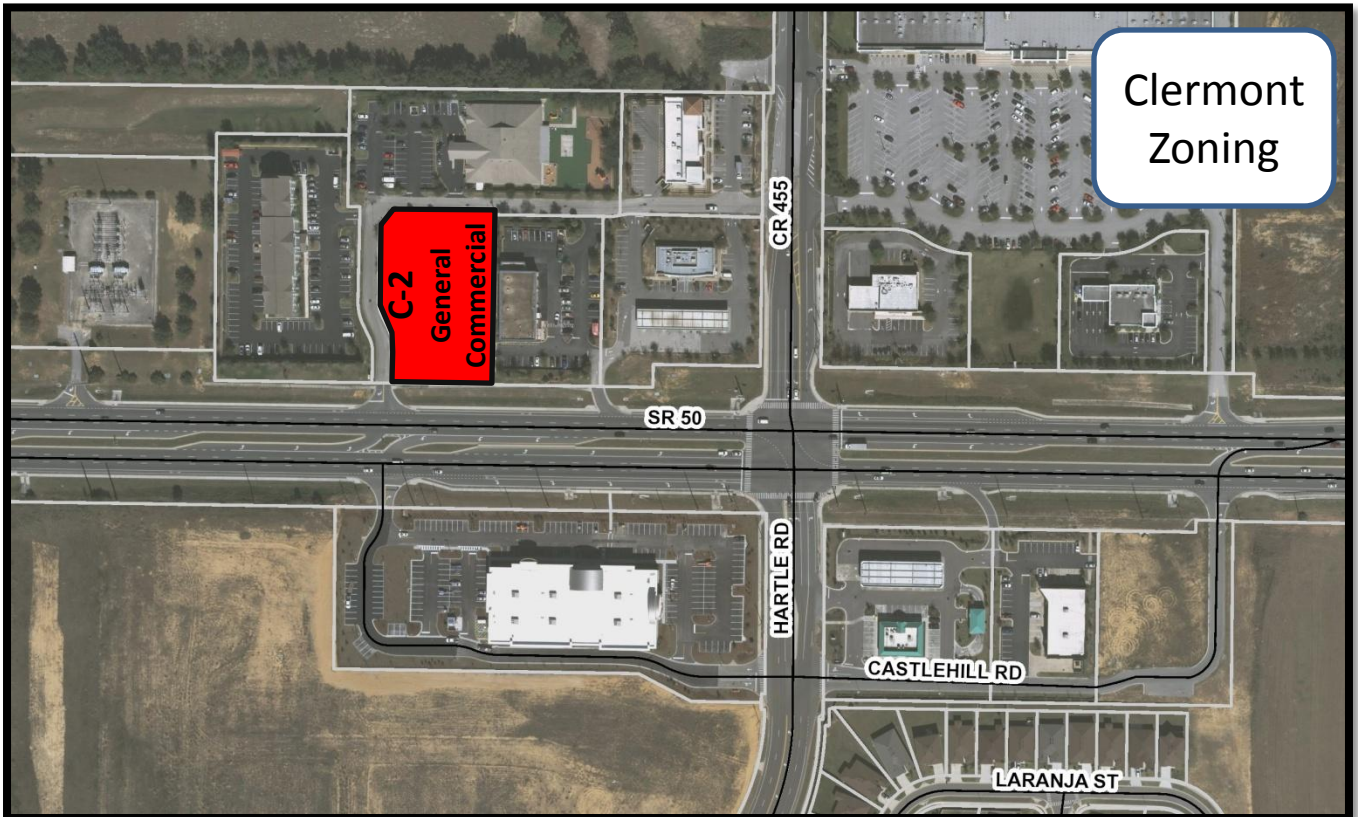


Exhibit – Zoning Harbor Federal



CFN 2005073717
BK 02836 Pgs 1240 - 1247; (8pgs)
DATE: 05/18/2005 10:42:29 AM
S. C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 69.50

WATER & WASTEWATER SERVICE AGREEMENT

Prepared by
Denise Knight
Return to: City of Clermont
PO Box 10219
Clermont, FL 34712-0219
②

THIS AGREEMENT ("Agreement") is entered into as of the 22 day of March, 2005, between **THE CITY OF CLERMONT**, a Florida municipal corporation, (the "City"), and **HARBOR FEDERAL SAVINGS BANK**, and its successors and assigns (the "Owner").

WITNESSETH

Whereas, the Owner is proposing to develop a bank 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 situated as an outparcel to an overall larger development owned by Sundev Properties and located in the unincorporated area of Lake County; and

Whereas, the Property is located in the Joint Planning Area established by Lake County and the City; and

Whereas, the Owner is requesting water and sewer service from the City; and

Whereas, Sundev, as part of its overall site plan and infrastructure, has made water and sewer connections available to the Property; and

Whereas, the Owner needs to install lateral connections to the water and sewer stubs located at the Property in order to connect to the City's water and sewer supply; and

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

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 and Sewer Service.

2.1 The City shall provide water and sewer service for the Property.

2.2 The Owner shall connect to the existing City system at the connection points (or stubs) already existing at the Property.

2.3 No Certificate of Occupancy shall be issued until the Owner completes the lateral connections to the City's water and sewer system.

Section 3. Development Standards.

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

3.2 The Owner will ensure that the City's waterline has a minimum cover of three (3) feet and a maximum of six (6) feet deep from the final surface of the ground.

3.3 The Owner will not be eligible to obtain a certificate of occupancy (CO) until the infrastructure has been completed and accepted by the City of Clermont for the overall Sundev development.

Section 4. Annexation. The Owner agrees that the City may annex the Property into the City of Clermont if the City, in its sole discretion, chooses to do so. In conjunction herewith, the Owner shall provide to the 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 the Owner's expense, by a current certificate of title or opinion letter acceptable to the City and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by the 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

Harbor Federal Savings Bank
Attn: Gina Nelli
100 2nd Street
Fort Pierce, FL 34950

With copy to:

Dan Mantzaris
City Attorney
Post Office Box 87
Orlando, FL 32802-0087

With copy to:

Jimmy D. Crawford, Esquire
Gray Robinson
1635 East Highway 50, Suite 300
Clermont, FL 34712-0848

Section 7. Amendments. Any amendment to this Agreement is not effective unless the amendment is in writing and signed by all the parties.

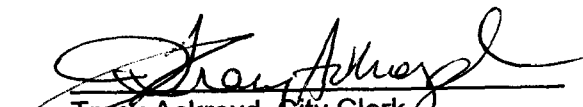
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below.

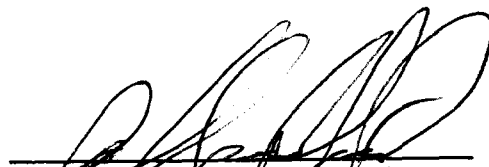
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

OWNER


Harbor Federal Savings Bank

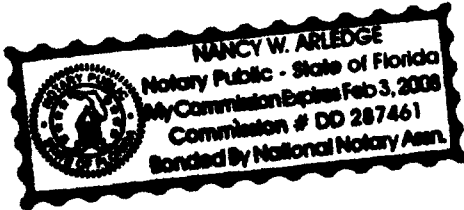
Name: Albert L. Fort

Its: SUP. Harbor Federal
Savings Bank

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Albert L. Fort, as SVP of Harbor Federal Savings Bank, 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 4th day of April 2005.



Nancy W Arledge
Notary Public

EXHIBIT "A"

A parcel of land being a portion of Tracts 11 and 12, HARTLE'S REPLAT, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, lying North of State Road 50, Less the right of way for County Road 455. Said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest $\frac{1}{4}$ of Section 26, Township 22 South, Range 26 East, Lake County, Florida and run South $00^{\circ}43'09''$ West, along the East line of said Northwest $\frac{1}{4}$, for a distance of 657.36 feet to a point of intersection with the Easterly extension of the North line of said Tract 12; thence run North $89^{\circ}05'29''$ West, along the Easterly extension of and the North line of said Tract 12, for a distance of 50.00 feet to a point on the West right of way line of County Road 455, according to Official Records Book 1978, Page 908, Public Records of Lake County, Florida; thence run South $00^{\circ}43'09''$ West, along the West right of way line of said County Road 455, for a distance of 457.17 feet to a point on the North right of way line of State Road 50, according to the Florida Department of Transportation Right of Way Map Section number 11070-2505; thence run North $88^{\circ}53'40''$ West, along said North right of way line, for a distance of 175.42 feet; thence run South $00^{\circ}43'09''$ West, along said North right of way line, for distance of 38.00 feet; thence run North $88^{\circ}53'40''$ West, along said North right of way line, for a distance of 272.78 feet to the POINT OF BEGINNING; thence continue North $88^{\circ}53'40''$ West, along said North right of way line, for a distance of 163.93 feet; thence run North $01^{\circ}06'20''$ East for a distance of 50.00 feet to a point of curvature of a curve concave Southwesterly, having a radius of 92.00 feet and a delta angle of $27^{\circ}28'28''$; thence run Northerly along the arc of said curve for a distance of 44.12 feet to the point of tangency; thence run North $26^{\circ}22'08''$ West for a distance of 19.69 feet to a point of curvature of a curve concave Northeasterly, having a radius of 58.00 feet and a delta angle of $27^{\circ}36'31''$; thence run Northerly along the arc of said curve for a distance of 27.95 feet to the point of tangency; thence run North $01^{\circ}14'23''$ East for a distance of 124.99 feet; thence run North $46^{\circ}04'27''$ East for a distance of 28.20 feet; thence run South $89^{\circ}05'29''$ East for a distance of 169.70 feet; thence run South $01^{\circ}06'20''$ West for a distance of 282.34 feet to the POINT OF BEGINNING.

Contains 1.167 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 22 day of March, 2005, between Harbor Federal Bank, of 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:

SunDev Property - Parcel 6

A parcel of land being a portion of Tracts 11 and 12, HARTLE'S REPLAT, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, lying North of State Road 50, Less the right of way for County Road 455. Said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest ¼ of Section 26, Township 22 South, Range 26 East, Lake County, Florida and run South 00°43'09" West, along the East line of said Northwest ¼, for a distance of 657.36 feet to a point of intersection with the Easterly extension of the North line of said Tract 12; thence run North 89°05'29" West, along the Easterly extension of and the North line of said Tract 12, for a distance of 50.00 feet to a point on the West right of way line of County Road 455, according to Official Records Book 1978, Page 908, Public Records of Lake County, Florida; thence run South 00°43'09" West, along the West right of way line of said County Road 455, for a distance of 457.17 feet to a point on the North right of way line of State Road 50, according to the Florida Department of Transportation Right of Way Map Section number 11070-2505; thence run North 88°53'40" West, along said North right of way line, for a distance of 175.42 feet; thence run South 00°43'09" West, along said North right of way line, for distance of 38.00 feet; thence run North 88°53'40" West, along said North right of way line, for a distance of 272.78 feet to the POINT OF BEGINNING; thence continue North 88°53'40" West, along said North right of way line, for a distance of 163.93 feet; thence run North 01°06'20" East for a distance of 50.00 feet to a point of curvature of a curve concave Southwesterly, having a radius of 92.00 feet and a delta angle of 27°28'28"; thence run Northerly along the arc of said curve for a distance of 44.12 feet to the point of tangency; thence run North 26°22'08" West for a distance of 19.69 feet to a point of curvature of a curve concave Northeasterly, having a radius of 58.00 feet and a delta angle of 27°36'31"; thence run Northerly along the arc of said curve for a distance of 27.95 feet to the point of tangency; thence run North 01°14'23" East for a distance of 124.99 feet; thence run North 46°04'27" East for a distance of 28.20 feet; thence run South 89°05'29" East for a distance of 169.70 feet; thence run South 01°06'20" West for a distance of 282.34 feet to the POINT OF BEGINNING.

Contains 1.167 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

Albert L. Fort, SUP
Type or print name

2.

Signature

Type or print name

STATE OF Florida

WITNESSES (Two required):

1.

Signature

Nancy W Arledge
Type or print name

1.

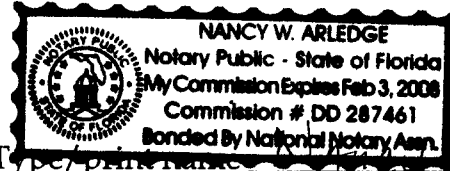
Signature

Toni Santuste
Type or print name

COUNTY OF Lake

The foregoing instrument was acknowledged before me on this 4th day of April, 2005, by Albert L. Fort, who is personally known to me or who has produced as identification and who did not take an oath.

SEAL:



Notary Public

Nancy W. Arledge

Type/print name

Nancy W. Arledge

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

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2015-48

The City of Clermont will hold public hearings on Monday, April 27, 2015 at 6:00 p.m. at a Special Meeting of the Planning and Zoning Commission; Tuesday, April 28, 2015 at 6:00 p.m. (1st reading of the adoption ordinance) and Tuesday, May 12, 2015 (final reading of the adoption ordinance) at 6:30 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 1.17 +/-acre parcel below from Lake County Regional Commercial to City of Clermont Commercial. Alternate Key 3831903.



Location: 16345 SR 50; Allstate/Harbor Federal
Ordinance #2015-48:

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
April 13, 2015 and April 28, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Monday, April 27, 2015		
Agenda Item Name		
Ordinance No. 2015-49; Harbor Federal Rezoning		
Requested Action		
Move to recommend approval of Ordinance 2015-49.		
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 agreement with the City was executed on April 4, 2005. The property is improved and is receiving water and sewer services from the City. The property, approximately 1.17 acres, has been developed as a professional office, Allstate, and bank, formerly Harbor Federal. 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	Harbor Federal REZ ORD 2015-49.doc	
2. Maps	Harbor Federal Maps.pdf	
3. Utility Agreement	2005-10 Harbor Federal Utility Agreement.pdf	
4. Legal ad	Harbor Federal REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-49

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 11 and 12, Hartle's replat, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, lying north of SR 50, less the right-of-way for CR 455, said parcel being more particularly described as follows: Commence at the northeast corner of the northwest $\frac{1}{4}$ of Section 26, Township 22 south, Range 26 east, Lake County, Florida, and run south $00^{\circ}43'09''$ west along east line and northwest $\frac{1}{4}$ for a distance of 657.36 feet to a point of intersection with the easterly extension of the north line of said Tract 12; thence run north $89^{\circ}05'29''$ west, along the easterly extension of the north line of said Tract 12, for a distance of 50.00 feet to a point on the west right-of-way line of CR 455, according to Official Records Book 1978, Page 908, Public Records of Lake County, Florida; thence, run south $00^{\circ}43'09''$ west along the west right-of-way line of CR 455, for a distance of 457.17 feet to a point on the north right-of-way line of SR 50, according to the Florida Department of Transportation right-of-way map Section number 11070-2505; thence run north $88^{\circ}53'40''$ west, along said north right-of-way line, for a distance of 175.42 feet; thence run south $00^{\circ}43'09''$ west, along said north right-of-way line, for a distance of 38.00 feet; thence run north $88^{\circ}53'40''$ west, along said north right-of-way line, for a distance of 272.78 feet; to the point of beginning; thence north $88^{\circ}53'40''$ west, along said north right-of-way line, for a distance of 163.93 feet; thence run north $01^{\circ}06'20''$ east for a distance of 50.00 feet to a point of curvature of a curve concave southwesterly, having a radius of 92.00 feet and a delta angle of $27^{\circ}28'28''$ thence run northerly along the arc of said curve for a distance of 44.12 feet to the point of tangency; thence north $26^{\circ}22'08''$ west for a distance of 19.69 feet to the point of curvature of a curve concave northeasterly, having a radius of 58.00 feet and a delta angle of $27^{\circ}36'31''$ thence run northerly along the arc of said curve for a distance of 27.95 feet to the point of tangency; thence run north $01^{\circ}14'23''$ east for a distance of 124.99 feet; thence run north $46^{\circ}04'27''$ east for a distance of 28.20 feet; thence run south $89^{\circ}05'29''$ east for a distance of 169.70 feet; thence run south $01^{\circ}06'20''$ west for a distance of 282.34 feet to the point of beginning.

Containing 1.167 acres, more or less
Alternate Key 3831903; 16345 SR 50

CITY OF CLERMONT
ORDINANCE No. 2015-49

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. 2015-49

Florida on this 12th day of May, 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 Harbor Federal



Exhibit – Future Land Use
Harbor Federal

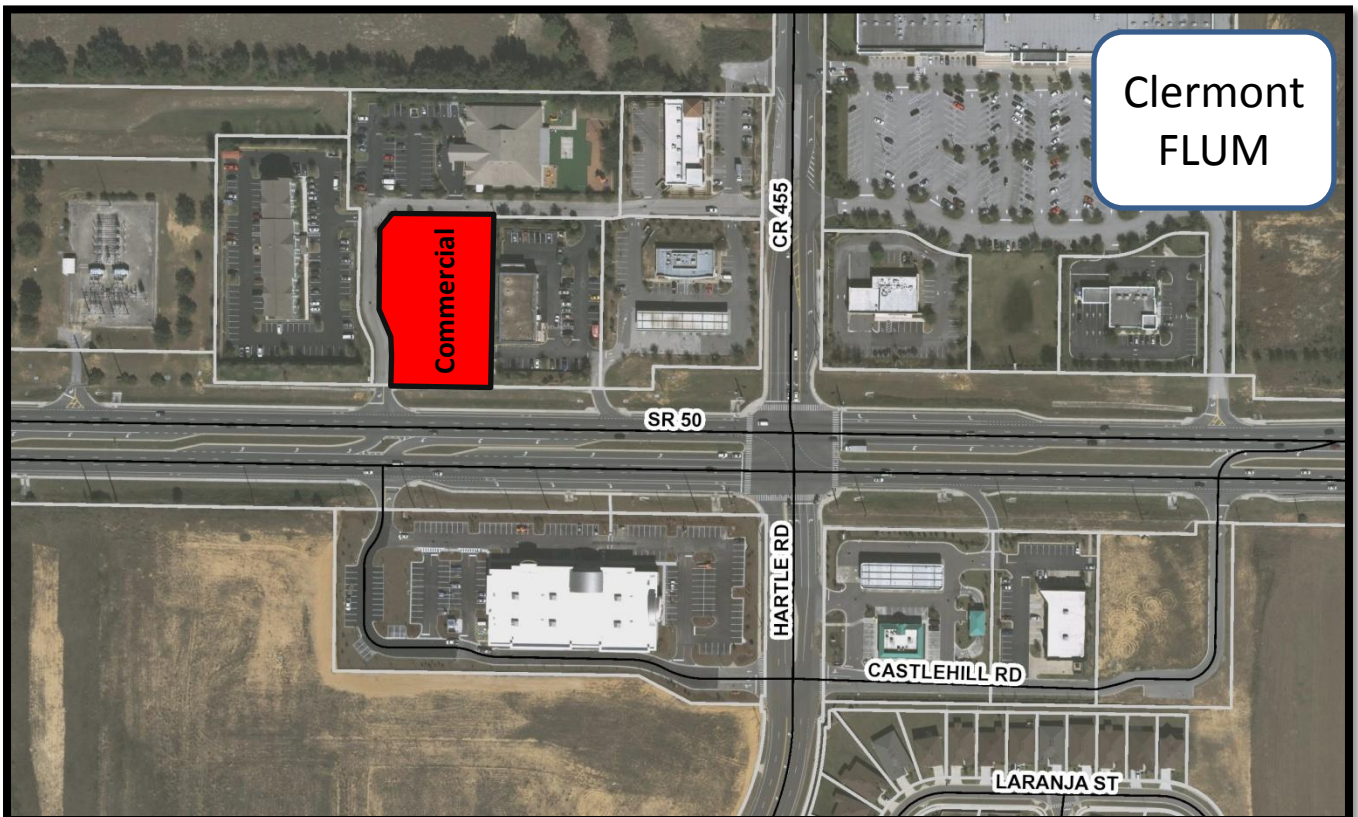
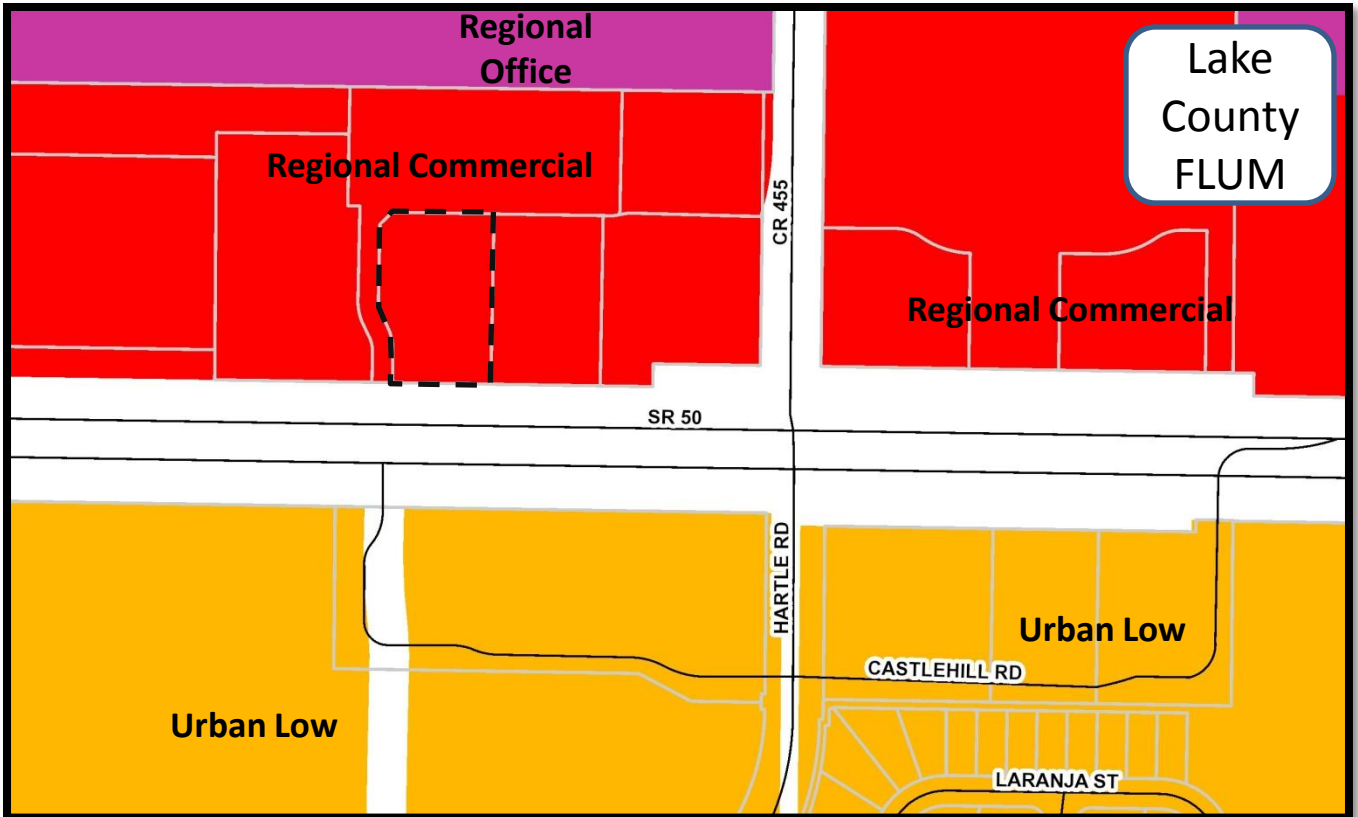
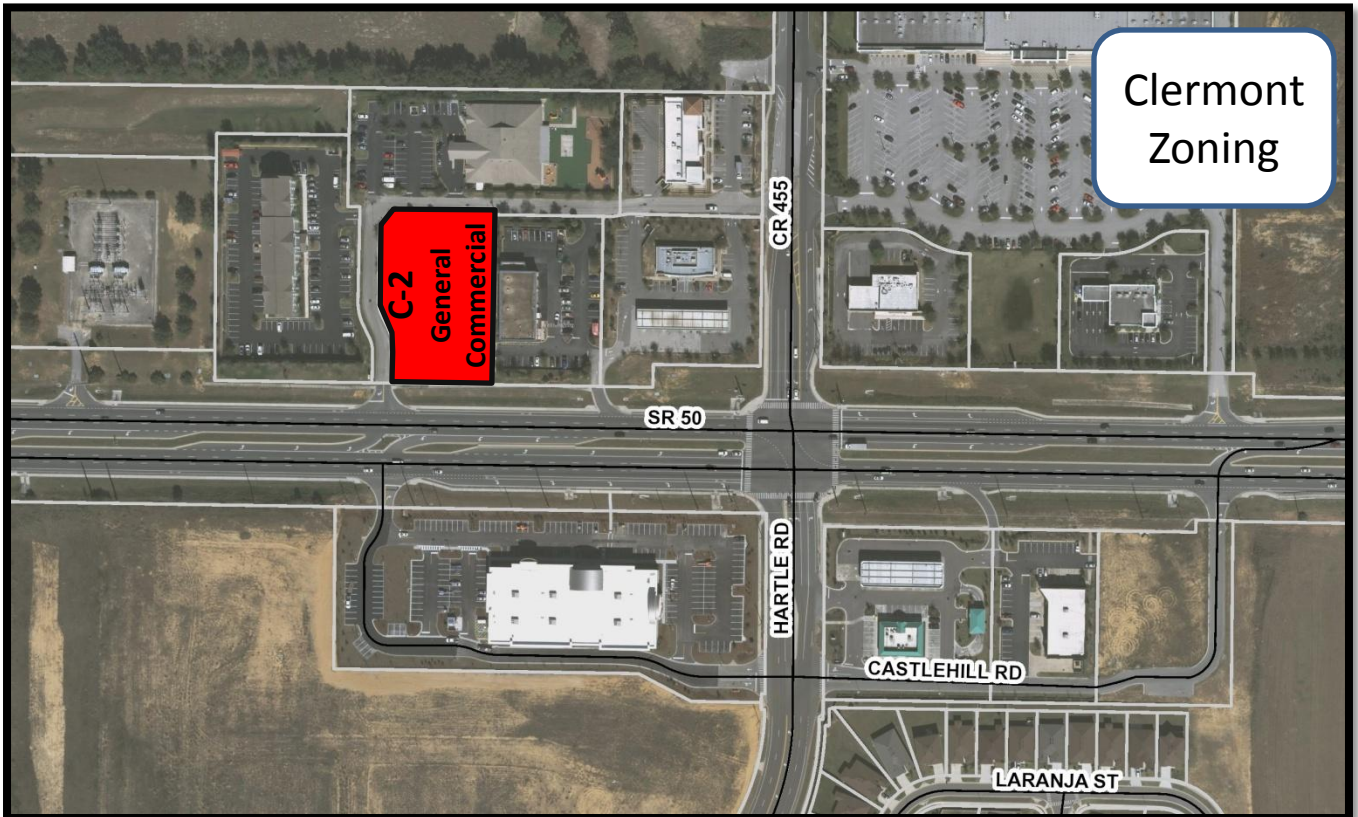


Exhibit – Zoning Harbor Federal



CFN 2005073717
BK 02836 Pgs 1240 - 1247; (8pgs)
DATE: 05/18/2005 10:42:29 AM
S. C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 69.50

WATER & WASTEWATER SERVICE AGREEMENT

Prepared by
Denise Knight
Return to: City of Clermont
PO Box 10219
Clermont, FL 34712-0219
②

THIS AGREEMENT ("Agreement") is entered into as of the 22 day of March, 2005, between **THE CITY OF CLERMONT**, a Florida municipal corporation, (the "City"), and **HARBOR FEDERAL SAVINGS BANK**, and its successors and assigns (the "Owner").

WITNESSETH

Whereas, the Owner is proposing to develop a bank 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 situated as an outparcel to an overall larger development owned by Sundev Properties and located in the unincorporated area of Lake County; and

Whereas, the Property is located in the Joint Planning Area established by Lake County and the City; and

Whereas, the Owner is requesting water and sewer service from the City; and

Whereas, Sundev, as part of its overall site plan and infrastructure, has made water and sewer connections available to the Property; and

Whereas, the Owner needs to install lateral connections to the water and sewer stubs located at the Property in order to connect to the City's water and sewer supply; and

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

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 and Sewer Service.

2.1 The City shall provide water and sewer service for the Property.

2.2 The Owner shall connect to the existing City system at the connection points (or stubs) already existing at the Property.

2.3 No Certificate of Occupancy shall be issued until the Owner completes the lateral connections to the City's water and sewer system.

Section 3. Development Standards.

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

3.2 The Owner will ensure that the City's waterline has a minimum cover of three (3) feet and a maximum of six (6) feet deep from the final surface of the ground.

3.3 The Owner will not be eligible to obtain a certificate of occupancy (CO) until the infrastructure has been completed and accepted by the City of Clermont for the overall Sundev development.

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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

Harbor Federal Savings Bank
Attn: Gina Nelli
100 2nd Street
Fort Pierce, FL 34950

With copy to:

Dan Mantzaris
City Attorney
Post Office Box 87
Orlando, FL 32802-0087

With copy to:

Jimmy D. Crawford, Esquire
Gray Robinson
1635 East Highway 50, Suite 300
Clermont, FL 24712-0848

Section 7. Amendments. Any amendment to this Agreement is not effective unless the amendment is in writing and signed by all the parties.

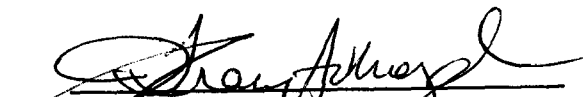
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below.

CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

OWNER


Harbor Federal Savings Bank

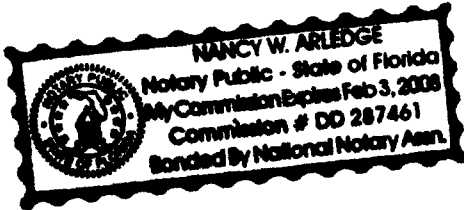
Name: Albert L. Fort

Its: SUP. Harbor Federal
Savings Bank

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Albert L. Fort, as SVP of Harbor Federal Savings Bank, 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 4th day of April 2005.



Nancy W Arledge
Notary Public

EXHIBIT "A"

A parcel of land being a portion of Tracts 11 and 12, HARTLE'S REPLAT, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, lying North of State Road 50, Less the right of way for County Road 455. Said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest $\frac{1}{4}$ of Section 26, Township 22 South, Range 26 East, Lake County, Florida and run South $00^{\circ}43'09''$ West, along the East line of said Northwest $\frac{1}{4}$, for a distance of 657.36 feet to a point of intersection with the Easterly extension of the North line of said Tract 12; thence run North $89^{\circ}05'29''$ West, along the Easterly extension of and the North line of said Tract 12, for a distance of 50.00 feet to a point on the West right of way line of County Road 455, according to Official Records Book 1978, Page 908, Public Records of Lake County, Florida; thence run South $00^{\circ}43'09''$ West, along the West right of way line of said County Road 455, for a distance of 457.17 feet to a point on the North right of way line of State Road 50, according to the Florida Department of Transportation Right of Way Map Section number 11070-2505; thence run North $88^{\circ}53'40''$ West, along said North right of way line, for a distance of 175.42 feet; thence run South $00^{\circ}43'09''$ West, along said North right of way line, for distance of 38.00 feet; thence run North $88^{\circ}53'40''$ West, along said North right of way line, for a distance of 272.78 feet to the POINT OF BEGINNING; thence continue North $88^{\circ}53'40''$ West, along said North right of way line, for a distance of 163.93 feet; thence run North $01^{\circ}06'20''$ East for a distance of 50.00 feet to a point of curvature of a curve concave Southwesterly, having a radius of 92.00 feet and a delta angle of $27^{\circ}28'28''$; thence run Northerly along the arc of said curve for a distance of 44.12 feet to the point of tangency; thence run North $26^{\circ}22'08''$ West for a distance of 19.69 feet to a point of curvature of a curve concave Northeasterly, having a radius of 58.00 feet and a delta angle of $27^{\circ}36'31''$; thence run Northerly along the arc of said curve for a distance of 27.95 feet to the point of tangency; thence run North $01^{\circ}14'23''$ East for a distance of 124.99 feet; thence run North $46^{\circ}04'27''$ East for a distance of 28.20 feet; thence run South $89^{\circ}05'29''$ East for a distance of 169.70 feet; thence run South $01^{\circ}06'20''$ West for a distance of 282.34 feet to the POINT OF BEGINNING.

Contains 1.167 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 22 day of March, 2005, between Harbor Federal Bank, of 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:

SunDev Property - Parcel 6

A parcel of land being a portion of Tracts 11 and 12, HARTLE'S REPLAT, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, lying North of State Road 50, Less the right of way for County Road 455. Said parcel being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest ¼ of Section 26, Township 22 South, Range 26 East, Lake County, Florida and run South 00°43'09" West, along the East line of said Northwest ¼, for a distance of 657.36 feet to a point of intersection with the Easterly extension of the North line of said Tract 12; thence run North 89°05'29" West, along the Easterly extension of and the North line of said Tract 12, for a distance of 50.00 feet to a point on the West right of way line of County Road 455, according to Official Records Book 1978, Page 908, Public Records of Lake County, Florida; thence run South 00°43'09" West, along the West right of way line of said County Road 455, for a distance of 457.17 feet to a point on the North right of way line of State Road 50, according to the Florida Department of Transportation Right of Way Map Section number 11070-2505; thence run North 88°53'40" West, along said North right of way line, for a distance of 175.42 feet; thence run South 00°43'09" West, along said North right of way line, for distance of 38.00 feet; thence run North 88°53'40" West, along said North right of way line, for a distance of 272.78 feet to the POINT OF BEGINNING; thence continue North 88°53'40" West, along said North right of way line, for a distance of 163.93 feet; thence run North 01°06'20" East for a distance of 50.00 feet to a point of curvature of a curve concave Southwesterly, having a radius of 92.00 feet and a delta angle of 27°28'28"; thence run Northerly along the arc of said curve for a distance of 44.12 feet to the point of tangency; thence run North 26°22'08" West for a distance of 19.69 feet to a point of curvature of a curve concave Northeasterly, having a radius of 58.00 feet and a delta angle of 27°36'31"; thence run Northerly along the arc of said curve for a distance of 27.95 feet to the point of tangency; thence run North 01°14'23" East for a distance of 124.99 feet; thence run North 46°04'27" East for a distance of 28.20 feet; thence run South 89°05'29" East for a distance of 169.70 feet; thence run South 01°06'20" West for a distance of 282.34 feet to the POINT OF BEGINNING.

Contains 1.167 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

Albert L. Fort, SUP
Type or print name

2.

Signature

Type or print name

STATE OF Florida

WITNESSES (Two required):

1.

Signature

Nancy W Arledge
Type or print name

1.

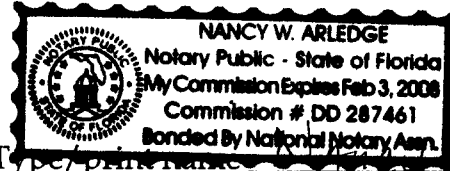
Signature

Toni Santuste
Type or print name

COUNTY OF Lake

The foregoing instrument was acknowledged before me on this 4th day of April, 2005, by Albert L. Fort, who is personally known to me or who has produced as identification and who did not take an oath.

SEAL:



Notary Public

Nancy W. Arledge

Type/print name

Nancy W. Arledge

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

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. 2015-49

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

16345 SR 50, Alternate Key 3831903

Allstate/Harbor Federal

LEGAL DESCRIPTION

A portion of Tracts 11 and 12, Hartle's replat, according to the plat thereof as recorded in Plat Book 12, Page 45, Public Records of Lake County, Florida, lying north of SR 50, less the right-of-way for CR 455, said parcel being more particularly described as follows: Commence at the northeast corner of the northwest $\frac{1}{4}$ of Section 26, Township 22 south, Range 26 east, Lake County, Florida, and run south $00^{\circ}43'09''$ west along east line and northwest $\frac{1}{4}$ for a distance of 657.36 feet to a point of intersection with the easterly extension of the north line of said Tract 12; thence run north $89^{\circ}05'29''$ west, along the easterly extension of the north line of said Tract 12, for a distance of 50.00 feet to a point on the west right-of-way line of CR 455, according to Official Records Book 1978, Page 908, Public Records of Lake County, Florida; thence, run south $00^{\circ}43'09''$ west along the west right-of-way line of CR 455, for a distance of 457.17 feet to a point on the north right-of-way line of SR 50, according to the Florida Department of Transportation right-of-way map Section number 11070-2505; thence run north $88^{\circ}53'40''$ west, along said north right-of-way line, for a distance of 175.42 feet; thence run south $00^{\circ}43'09''$ west, along said north right-of-way line, for a distance of 38.00 feet; thence run north $88^{\circ}53'40''$ west, along said north right-of-way line, for a distance of 272.78 feet; to the point of beginning; thence north $88^{\circ}53'40''$ west, along said north right-of-way line, for a distance of 163.93 feet; thence run north $01^{\circ}06'20''$ east for a distance of 50.00 feet to a point of curvature of a curve concave southwesterly, having a radius of 92.00 feet and a delta angle of $27^{\circ}28'28''$ thence run northerly along the arc of said curve for a distance of 44.12 feet to the point of tangency; thence north $26^{\circ}22'08''$ west for a distance of 19.69 feet to the point of curvature of a curve concave northeasterly, having a radius of 58.00 feet and a delta angle of $27^{\circ}36'31''$ thence run northerly along the arc of said curve for a distance of 27.95 feet to the point of tangency; thence run north $01^{\circ}14'23''$ east for a distance of 124.99 feet; thence run north $46^{\circ}04'27''$ east for a distance of 28.20 feet; thence run south $89^{\circ}05'29''$ east for a distance of 169.70 feet; thence run south $01^{\circ}06'20''$ west for a distance of 282.34 feet to the point of beginning.

Containing 1.167 acres, more or less

FROM UE Urban Estate TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission at a Special Planning and Zoning meeting on Monday, April 27, 2015 at 6:00 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, May 12, 2015 at 6:30 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

April 20, 2015 and April 28, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Monday, April 27, 2015														
Agenda Item Name														
Ordinance No. 2015-51; Value Place Hotel Small-Scale Comprehensive Plan Amendment														
Requested Action														
Move to recommend approval of Ordinance 2015-51.														
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 March 23, 2007. The property is improved and is receiving water and sewer services from the City. The property, approximately 2.29 acres, has been developed as Value Place Hotel. 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 small-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)														
<table border="0"><tr><td>1.</td><td>Ordinance</td><td>Value Place Hotel CPA Ord. 2015-51.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Value Place Hotel.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>2007-10 Value Place Hotel Utility Agreement.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>Value Place Hotel CPA legal ad.docx</td></tr></table>			1.	Ordinance	Value Place Hotel CPA Ord. 2015-51.doc	2.	Maps	Value Place Hotel.pdf	3.	Utility Agreement	2007-10 Value Place Hotel Utility Agreement.pdf	4.	Legal ad	Value Place Hotel CPA legal ad.docx
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4.	Legal ad	Value Place Hotel CPA legal ad.docx												

CITY OF CLERMONT
ORDINANCE No. 2015-51

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 Highland, 26-22-26 from northeast corner of northwest 1/4 run south 0-43-09 west 657.36 feet to a point of intersection with the easterly extension of north line of Tract 12, north 89-05-29 west 50 feet to west right-of-way line of CR 455, south 0-43-09 west along right-of-way line 457.17 feet to north right-of-way line of SR 50, north 88-53-40 west along said north right-of-way line 175.42 feet, south 0-43-09 west 38 feet, north 88-53-40 west along said north right-of-way line 470.70 feet for point of beginning, run north 01-06-20 east 50 feet to the point of curvature of a curve concave southwesterly,

CITY OF CLERMONT
ORDINANCE No. 2015-51

having a radius of 58 feet, a central angle of 27-28-28, thence run northwesterly along the arc of said curve for a distance of 27.81 feet to the point of tangency, thence north 26-22-08 west 19.69 feet to the point of curvature of a curve concave northeasterly having a radius of 92 feet, a central angle of 27-36-31, thence run northwesterly along the arc of said curve for a distance of 44.33 feet to the point of tangency, thence run north 01-14-23 east 155.81 feet, north 88-45-37 west 20.37 feet, north 01-06-20 east 77.25 feet, continue north 01-06-20 east 42.70 feet, north 89-20-39 west 223.75 feet, south 0-39-21 west 40.95 feet, continue south 0-39-21 west 370 feet to north right-of-way line of SR 50, south 88-53-40 east 266.52 feet to point of beginning, being part of Tract 11, PB 3, PG 52, ORB 2818 PGS 854- 858.

Containing 2.29 acres, more or less

Alternate Key 3838311; 16311 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. 2015-51

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-51

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of May, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Value Place Hotel

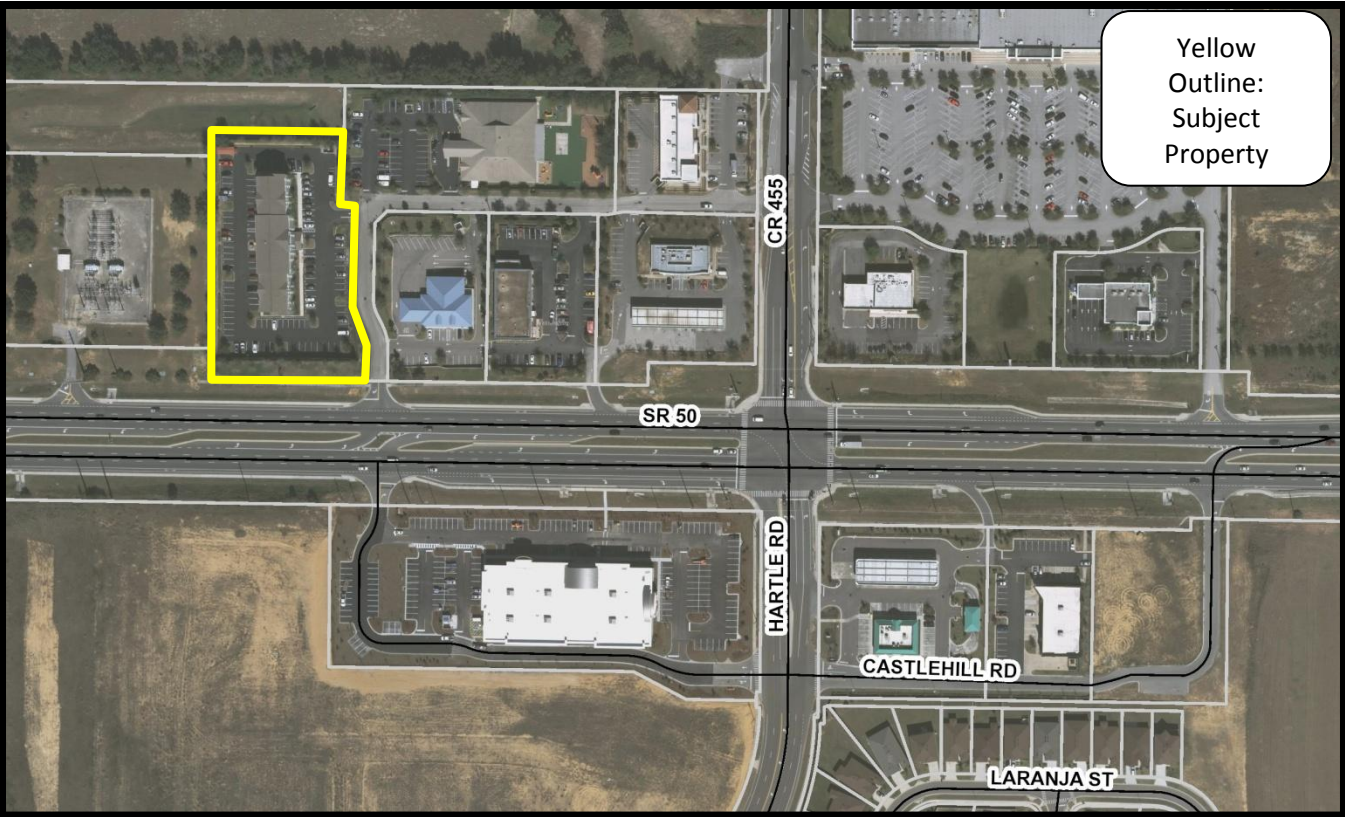


Exhibit – Future Land Use
Value Place Hotel

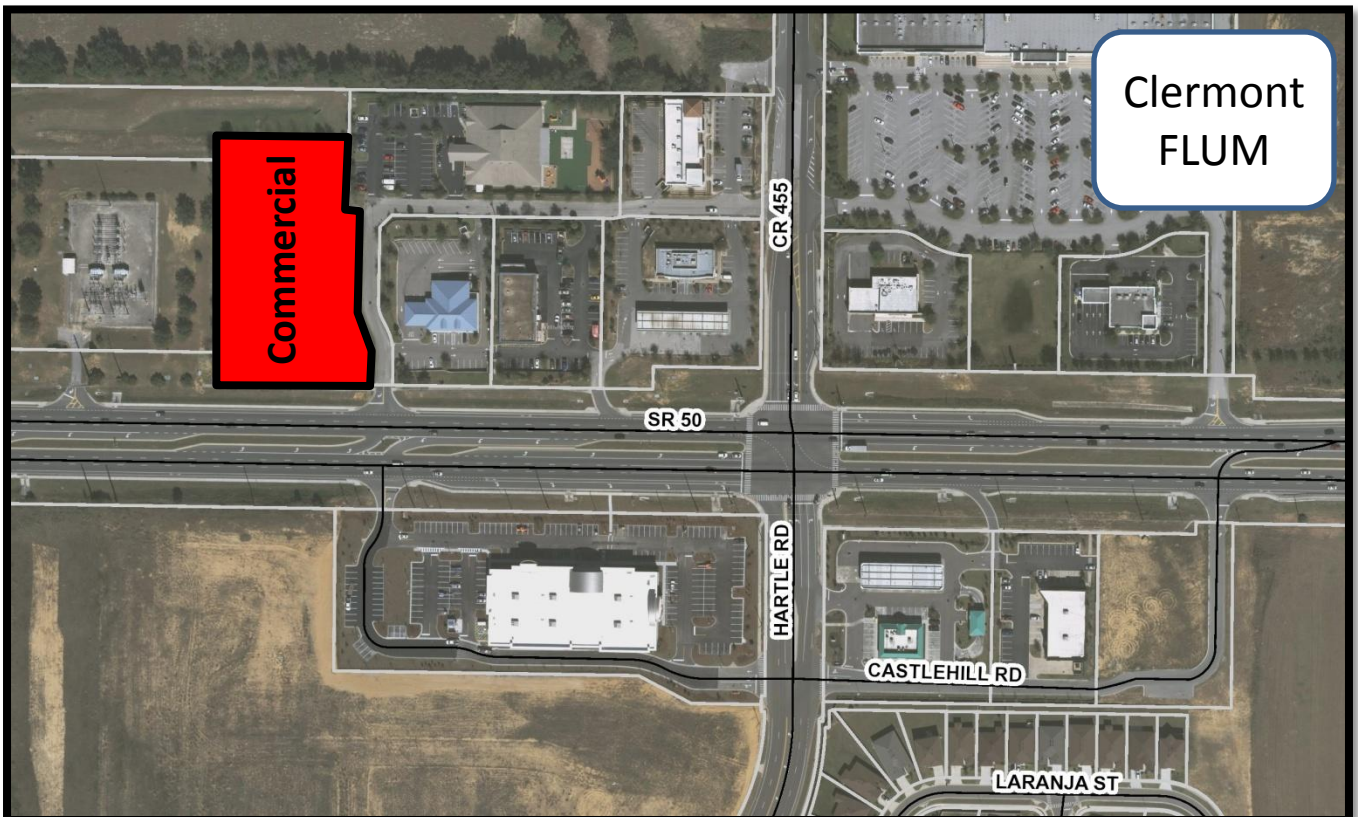
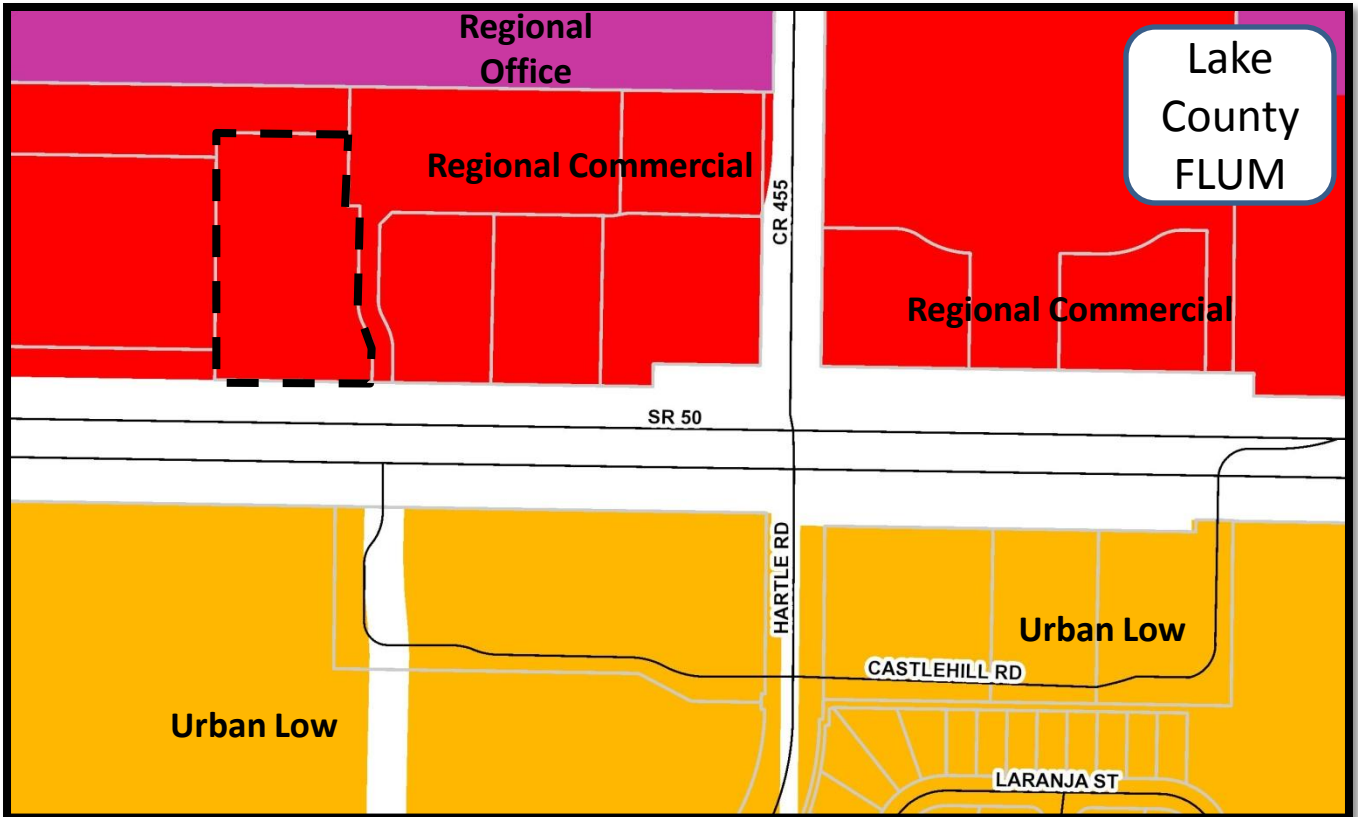
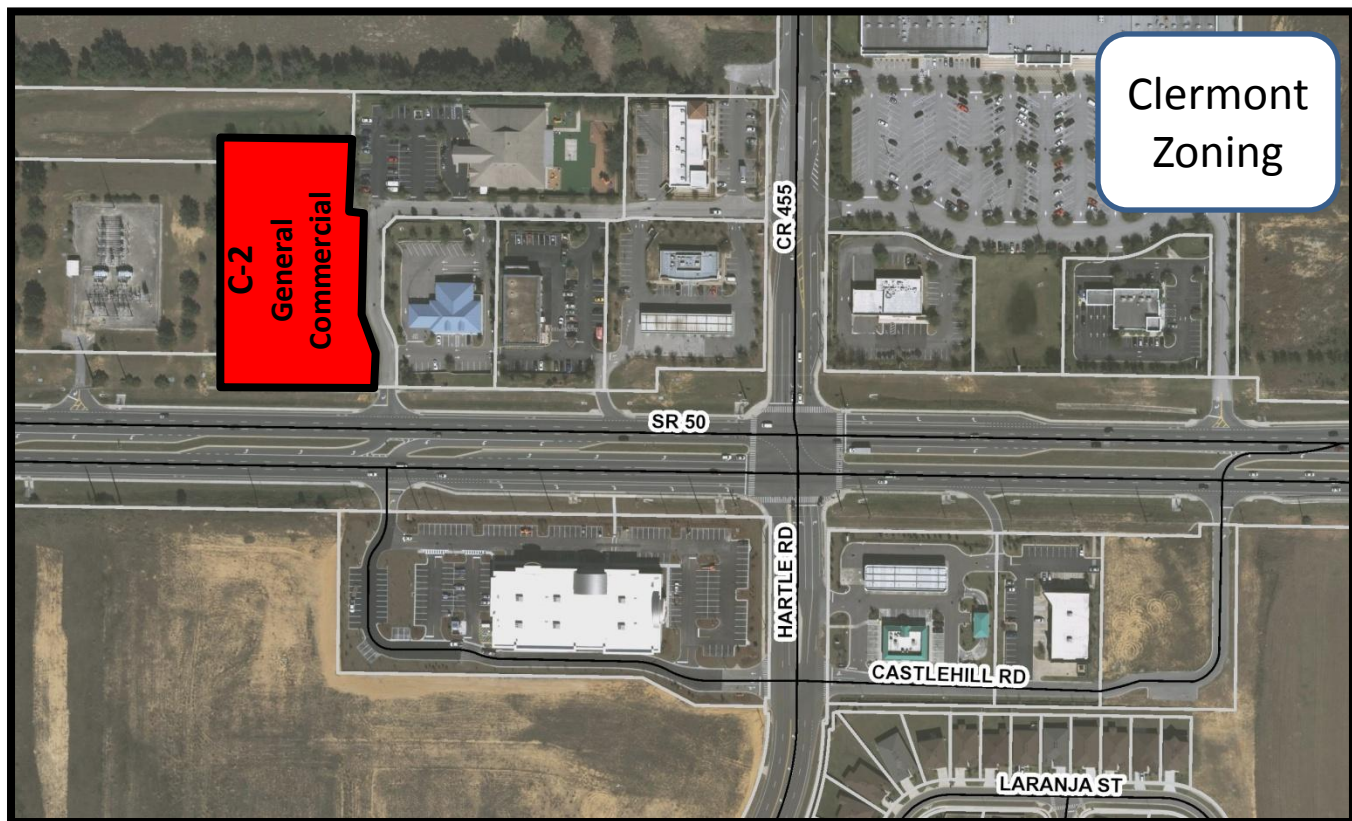


Exhibit – Zoning
Value Place Hotel



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 Florida VP Clermont, LLC, and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop a hotel 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 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 as certified by OWNER'S project engineer. 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 may 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 unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 Building height shall not exceed 51 ft uninhabitable and 37 ft habitable.
- 2.3 Retaining walls shall not exceed 10 ft in height on the north and south end of the property. All other walls must conform to CITY Land Development Regulations.

Section 3. 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 describe din 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 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

Florida VP Clermont, LLC
Michael Mikkelson
2200 Lucien Way, Ste 410
Maitland, FL 32751

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.

Section 8 PRIOR AGREEMENTS

To the extent that the terms and conditions of this Agreement are inconsistent or contrary to the terms and conditions of any prior water and sewer agreement related to the subject property and to which the CITY is a party, the terms and conditions of this Agreement shall prevail.

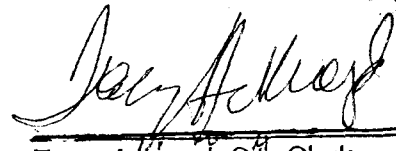
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 23 day of August, 2005.

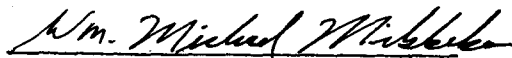
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Aekroyd, City Clerk

OWNER


SunDev Properties

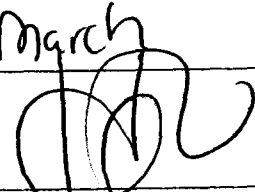
STATE OF FLORIDA
COUNTY OF ~~LAKE~~ Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Wm Michael Mickelson as President of Liberty VP Clermont, 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 23rd day of March, 2007.



Holly Mosher
Commission # DD561959
Expires June 8, 2010
Bonded Tray Patti - Insurance, Inc. 800-985-7010



Notary Public

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 23 day of August, 2005, between Florida VP Clermont, LLC, of 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:

SEE ATTACHED 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):

1.

Wm. Michael Mickelson

Signature

Wm Michael Mickelson
Type or print name as President of
Liberty VP Clermont, LLC

2.

Signature

Type or print name

STATE OF Florida

1.

Signature HOLLY MOSHER

Type or print name

1.

Melvin L. Rinal
Signature

Type or print name

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 23rd day of March, 2007, by Wm Michael Mickelson, as President of who is Liberty VP Clermont, LLC
personally known to me or who has produced _____
as identification and who did not take an oath.

Notary Public

[Signature]



Holly Mosher
Commission # DD561959
Expires June 8, 2010
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Type/print name HOLLY MOSHER

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

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2015-51

The City of Clermont will hold public hearings on Monday, April 27, 2015 at 6:00 p.m. at a Special Meeting of the Planning and Zoning Commission; Tuesday, April 28, 2015 at 6:00 p.m. (1st reading of the adoption ordinance) and Tuesday, May 12, 2015 (final reading of the adoption ordinance) at 6:30 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 2.29 +/-acre parcel below from Lake County Regional Commercial to City of Clermont Commercial. Alternate Key 3838311.



Location: 16311 SR 50; Value Place Hotel

Ordinance #2015-51:

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
April 13, 2015 and April 28, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Monday, April 27, 2015		
Agenda Item Name		
Ordinance No. 2015-52; Value Place Hotel Rezoning		
Requested Action		
Move to recommend approval of Ordinance 2015-52.		
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 agreement with the City was executed on March 23, 2007. The property is improved and is receiving water and sewer services from the City. The property, approximately 2.29 acres, has been developed as Value Place Hotel. 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	Value Place Hotel REZ ORD 2015-52.doc	
2. Maps	Value Place Hotel.pdf	
3. Utility Agreement	2007-10 Value Place Hotel Utility Agreement.pdf	
4. Legal ad	Value Place Hotel REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-52

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 Highland, 26-22-26 from northeast corner of northwest 1/4 run south 0-43-09 west 657.36 feet to a point of intersection with the easterly extension of north line of Tract 12, north 89-05-29 west 50 feet to west right-of-way line of CR 455, south 0-43-09 west along right-of-way line 457.17 feet to north right-of-way line of SR 50, north 88-53-40 west along said north right-of-way line 175.42 feet, south 0-43-09 west 38 feet, north 88-53-40 west along said north right-of-way line 470.70 feet for point of beginning, run north 01-06-20 east 50 feet to the point of curvature of a curve concave southwesterly, having a radius of 58 feet, a central angle of 27-28-28, thence run northwesterly along the arc of said curve for a distance of 27.81 feet to the point of tangency, thence north 26-22-08 west 19.69 feet to the point of curvature of a curve concave northeasterly having a radius of 92 feet, a central angle of 27-36-31, thence run northwesterly along the arc of said curve for a distance of 44.33 feet to the point of tangency, thence run north 01-14-23 east 155.81 feet, north 88-45-37 west 20.37 feet, north 01-06-20 east 77.25 feet, continue north 01-06-20 east 42.70 feet, north 89-20-39 west 223.75 feet, south 0-39-21 west 40.95 feet, continue south 0-39-21 west 370 feet to north right-of-way line of SR 50, south 88-53-40 east 266.52 feet to point of beginning, being part of Tract 11, PB 3, PG 52, ORB 2818 PGS 854- 858.

Containing 2.29 acres, more or less

Alternate Key 3838311; 16311 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.

CITY OF CLERMONT
ORDINANCE No. 2015-52

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. 2015-52

Florida on this 12th day of May, 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
Value Place Hotel

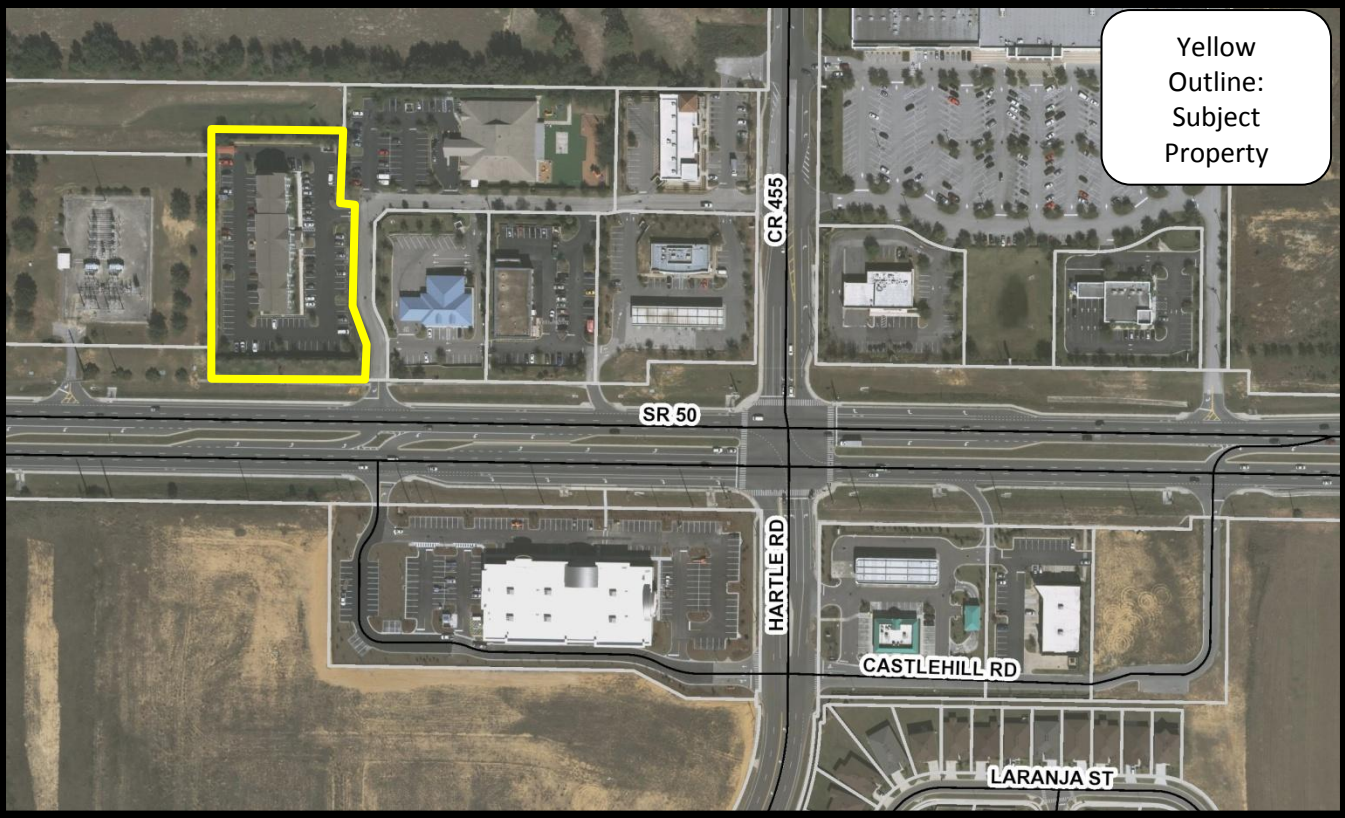


Exhibit – Future Land Use
Value Place Hotel

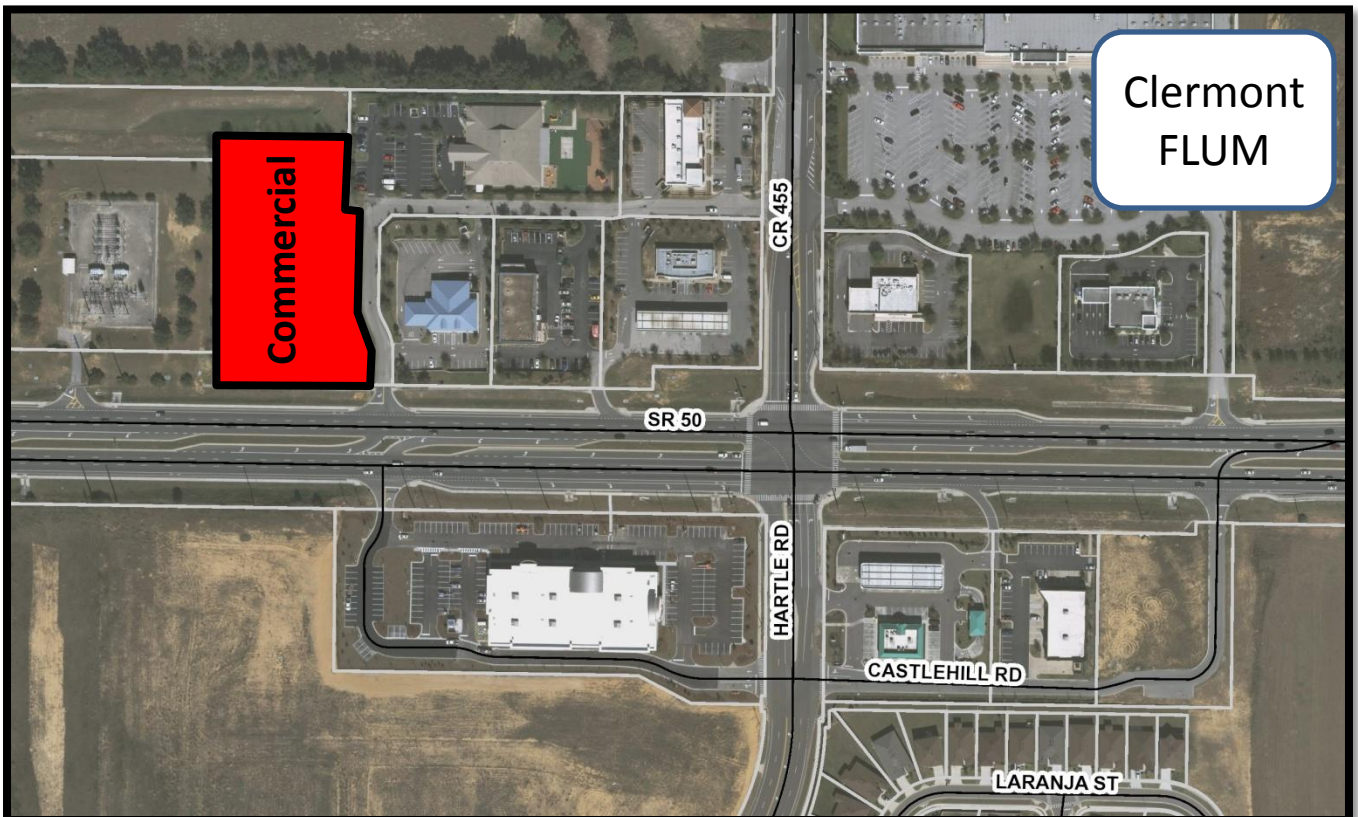
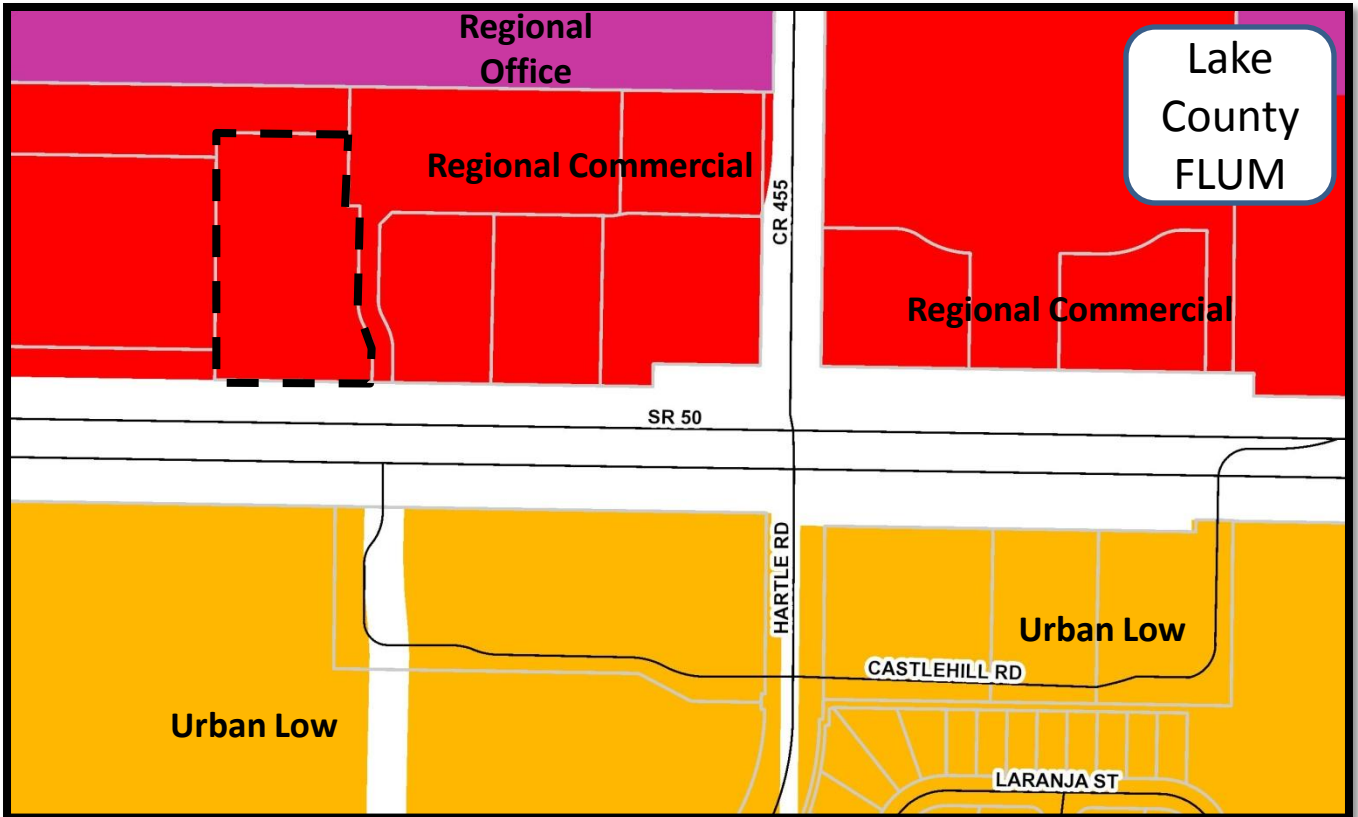
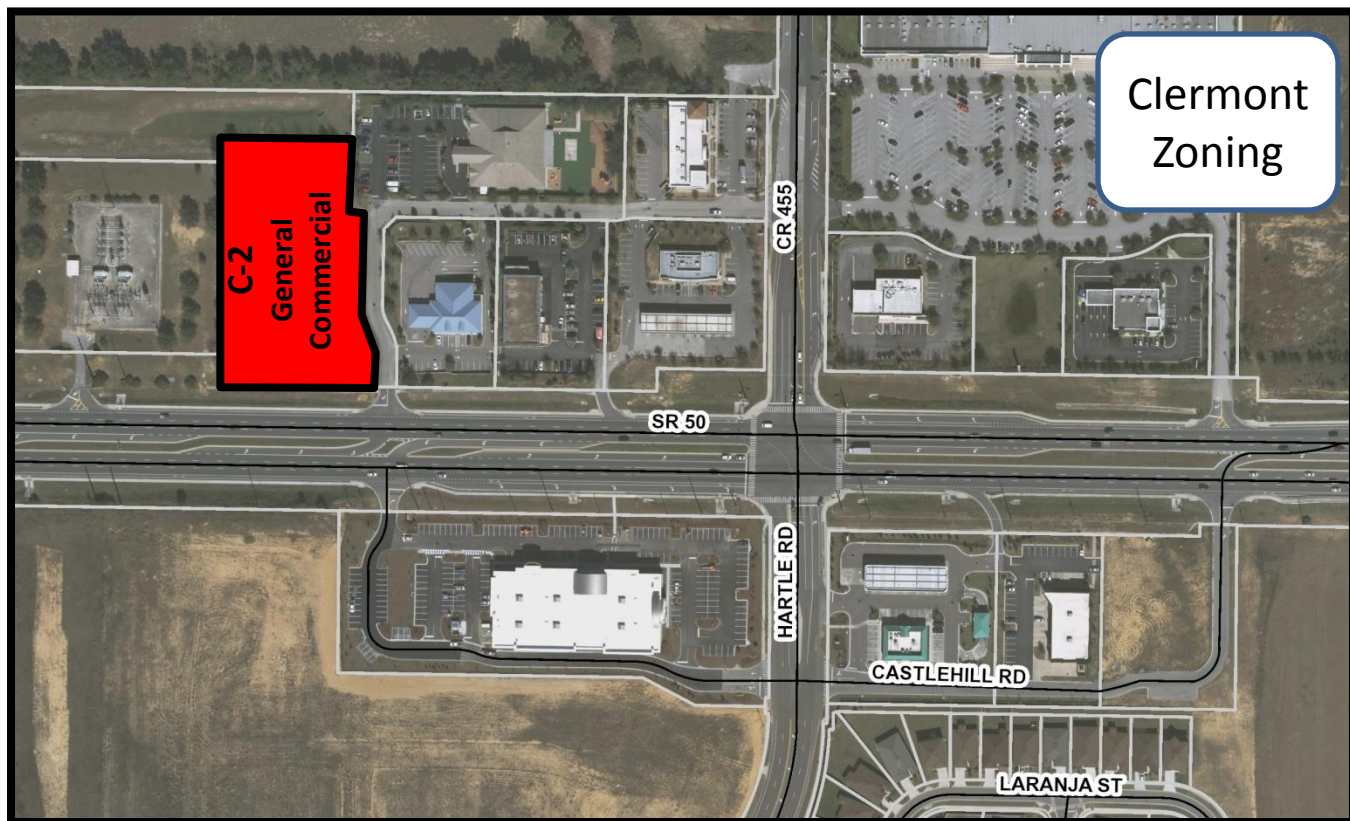


Exhibit – Zoning
Value Place Hotel



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 Florida VP Clermont, LLC, and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop a hotel 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 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 as certified by OWNER'S project engineer. 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 may 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 unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 Building height shall not exceed 51 ft uninhabitable and 37 ft habitable.
- 2.3 Retaining walls shall not exceed 10 ft in height on the north and south end of the property. All other walls must conform to CITY Land Development Regulations.

Section 3. 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 describe din 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 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

Florida VP Clermont, LLC
Michael Mikkelson
2200 Lucien Way, Ste 410
Maitland, FL 32751

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.

Section 8 PRIOR AGREEMENTS

To the extent that the terms and conditions of this Agreement are inconsistent or contrary to the terms and conditions of any prior water and sewer agreement related to the subject property and to which the CITY is a party, the terms and conditions of this Agreement shall prevail.

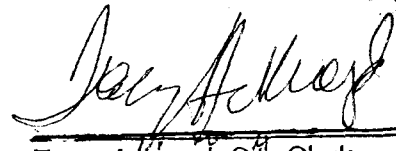
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 23 day of August, 2005.

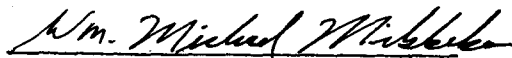
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Aekroyd, City Clerk

OWNER


SunDev Properties

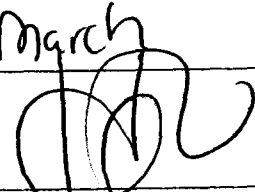
STATE OF FLORIDA
COUNTY OF ~~LAKE~~ Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Wm Michael Mickelson as President of Liberty VP Clermont, 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 23rd day of March, 2007.



Holly Mosher
Commission # DD561959
Expires June 8, 2010
Bonded Tray Patti - Insurance, Inc. 800-985-7010



Notary Public

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 23 day of August, 2005, between Florida VP Clermont, LLC, of 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:

SEE ATTACHED 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):

1. Wm. Michael Mickelson
Signature
Wm Michael Mickelson
Type or print name as President of
Liberty VP Clermont, LLC

2. _____
Signature

Type or print name

1. [Signature]
Signature HOLLY MOSHER

Type or print name
1. Melvin L. Rinal
Signature
Melissa R. Rivard
Type or print name

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 23rd day of March, 2007, by Wm Michael Mickelson, as President of who is Liberty VP Clermont, LLC
personally known to me or who has produced _____
as identification and who did not take an oath.

Notary Public [Signature]

 **Holly Mosher**
Commission # DD561959
Expires June 8, 2010
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Type/print name HOLLY MOSHER

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

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. 2015-52

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:

16311 SR 50, Alternate Key 3838311

Value Place Hotel

LEGAL DESCRIPTION

Lake Highland, 26-22-26 from northeast corner of northwest 1/4 run south 0-43-09 west 657.36 feet to a point of intersection with the easterly extension of north line of Tract 12, north 89-05-29 west 50 feet to west right-of-way line of CR 455, south 0-43-09 west along right-of-way line 457.17 feet to north right-of-way line of SR 50, north 88-53-40 west along said north right-of-way line 175.42 feet, south 0-43-09 west 38 feet, north 88-53-40 west along said north right-of-way line 470.70 feet for point of beginning, run north 01-06-20 east 50 feet to the point of curvature of a curve concave southwesterly, having a radius of 58 feet, a central angle of 27-28-28, thence run northwesterly along the arc of said curve for a distance of 27.81 feet to the point of tangency, thence north 26-22-08 west 19.69 feet to the point of curvature of a curve concave northeasterly having a radius of 92 feet, a central angle of 27-36-31, thence run northwesterly along the arc of said curve for a distance of 44.33 feet to the point of tangency, thence run north 01-14-23 east 155.81 feet, north 88-45-37 west 20.37 feet, north 01-06-20 east 77.25 feet, continue north 01-06-20 east 42.70 feet, north 89-20-39 west 223.75 feet, south 0-39-21 west 40.95 feet, continue south 0-39-21 west 370 feet to north right-of-way line of SR 50, south 88-53-40 east 266.52 feet to point of beginning, being part of Tract 11, PB 3, PG 52, ORB 2818 PGS 854- 858.

Containing 2.29 acres, more or less

FROM UE Urban Estate TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission at a Special Planning and Zoning meeting on Monday, April 27, 2015 at 6:00 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, May 12, 2015 at 6:30 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

April 20, 2015 and April 28, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Monday, April 27, 2015		
Agenda Item Name		
Ordinance No. 2015-54; U-Haul Small-Scale Comprehensive Plan Amendment		
Requested Action		
Move to recommend approval of Ordinance 2015-54.		
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 June 12, 2007. The property is improved and is receiving water from the City. The property, approximately 3.5 acres, has been developed as a vehicle rental business, U-Haul. 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 small-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	U-haul CPA Ord. 2015-54.doc	
2. Maps	Uhaul Maps.pdf	
3. Utility Agreement	Uhaul Utility Agreement.pdf	
4. Legal ad	U-haul CPA legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-54

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 Highland, 26-22-26 from intersection of west line of Tract 24 and south line of Highway 50, run north 89°36'35" east 532.57 feet to point of beginning, continue north 89°36'35" east 466.57 feet to east line of west ½ of Tract 23, south 00°51'34" east along said east line 326 feet, south 89°36'36" west 466.36 feet, north 00°53'49" west to point of beginning PB 3 PG 52, ORB 3162 PG 923.

Containing 3.5 acres, more or less

Alternate Key 1453321; 13650 Granville Avenue

CITY OF CLERMONT
ORDINANCE No. 2015-54

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.

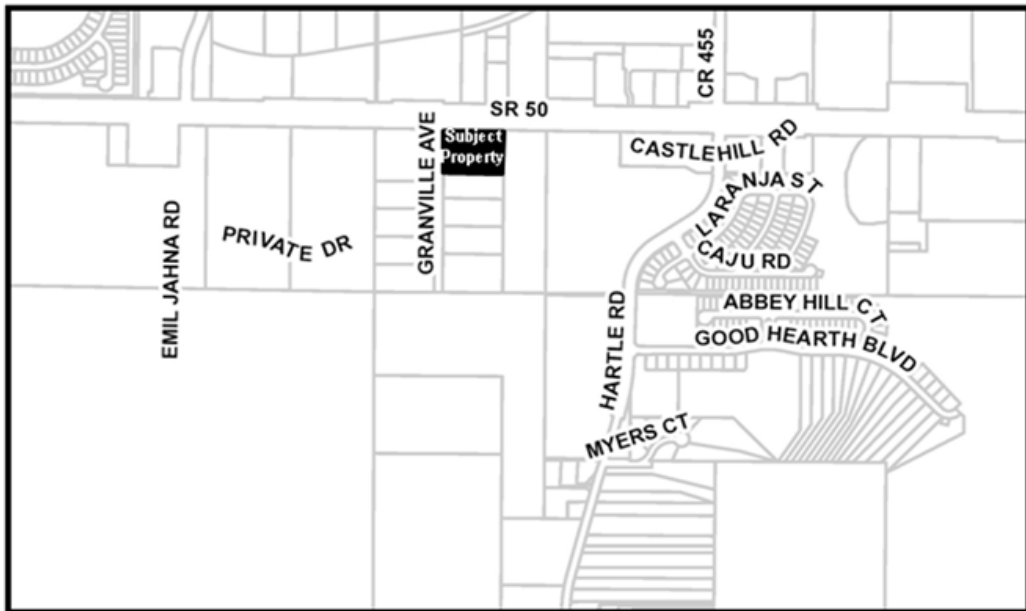
Section 3.

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. 2015-54

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of May, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map U-Haul

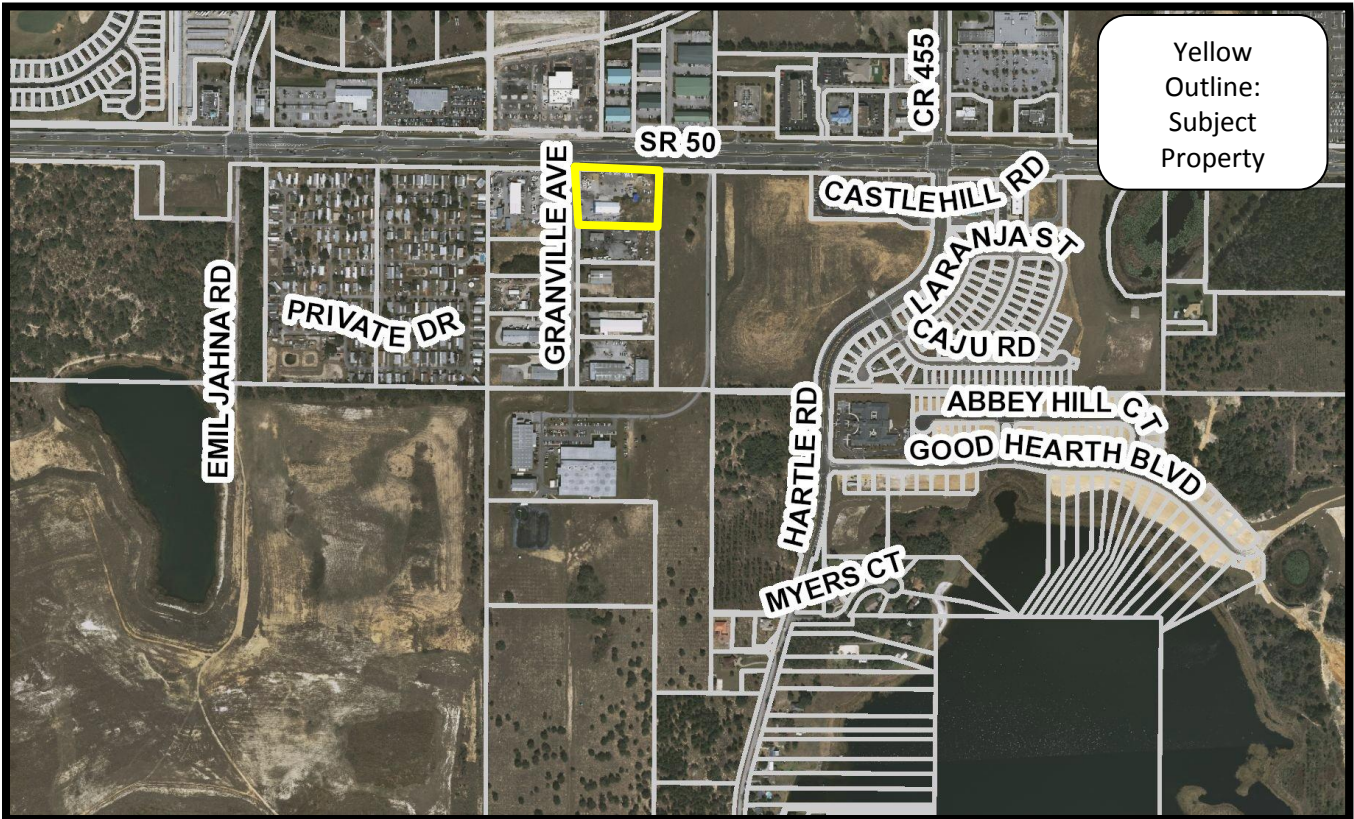
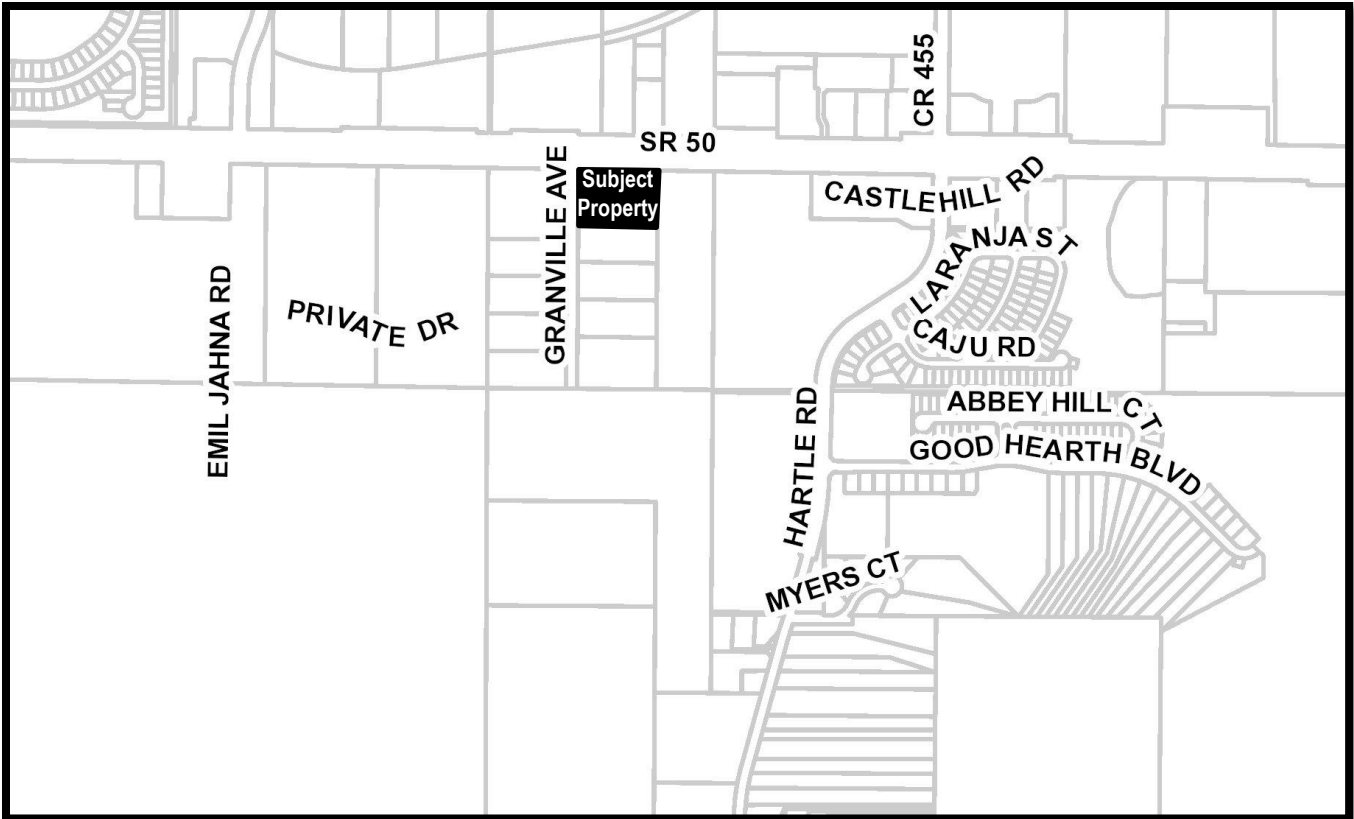


Exhibit – Future Land Use
U-Haul

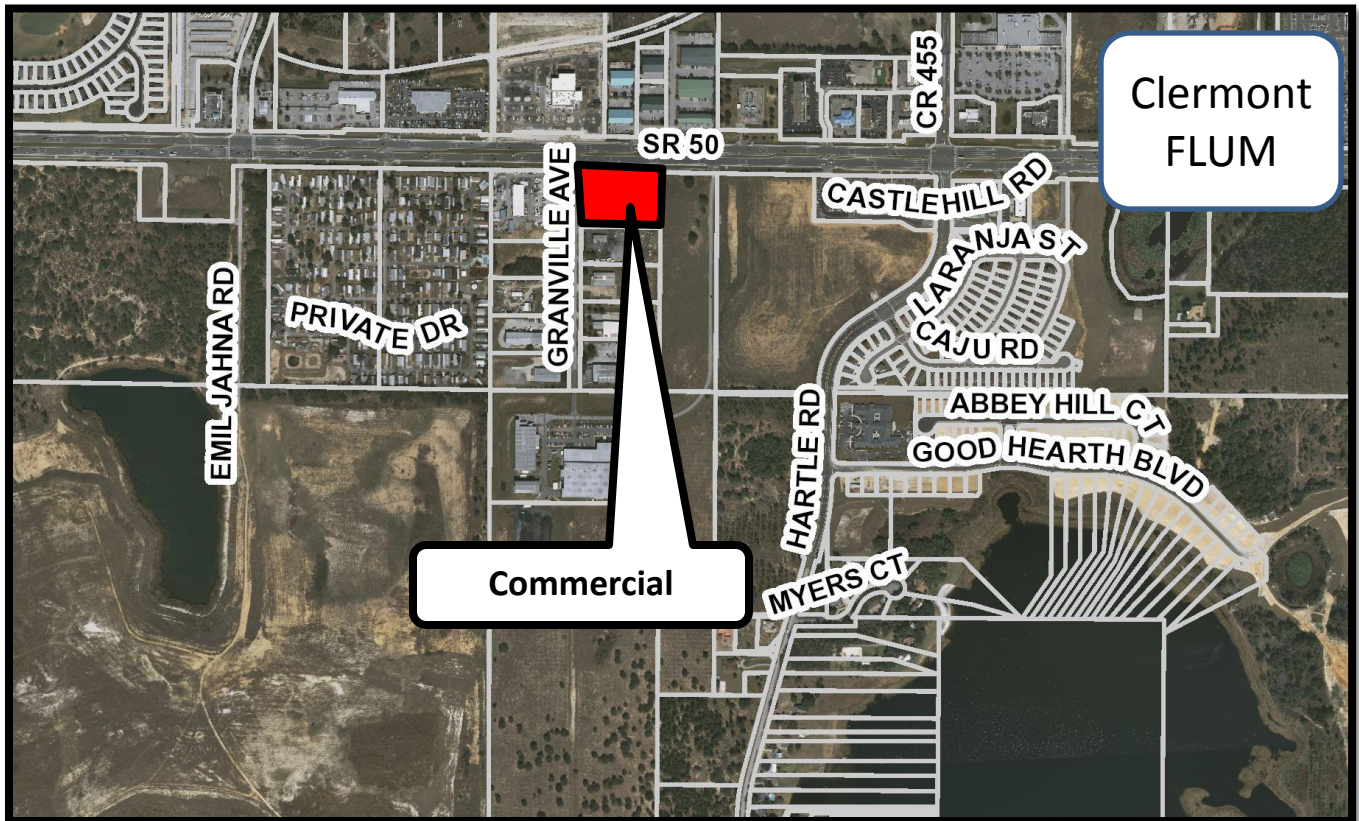
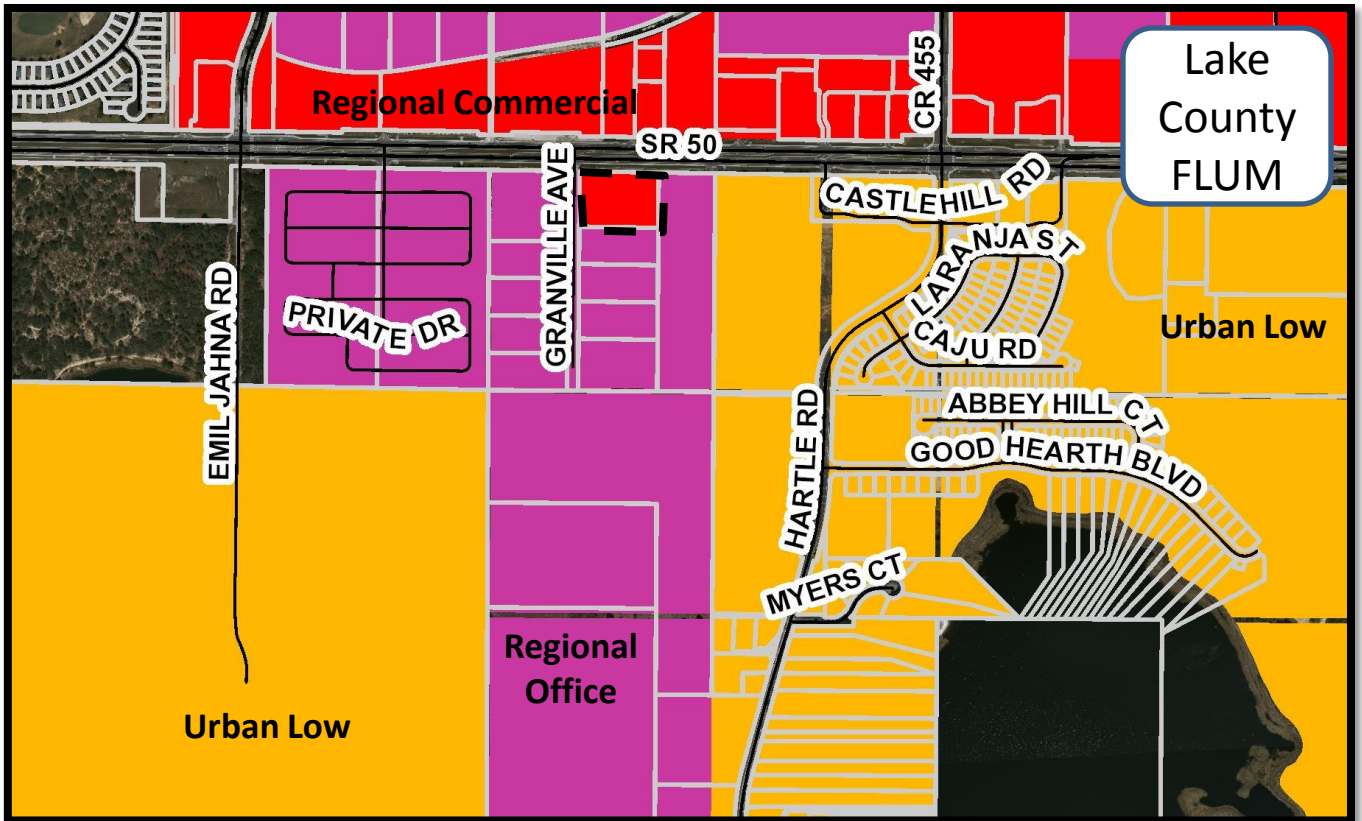
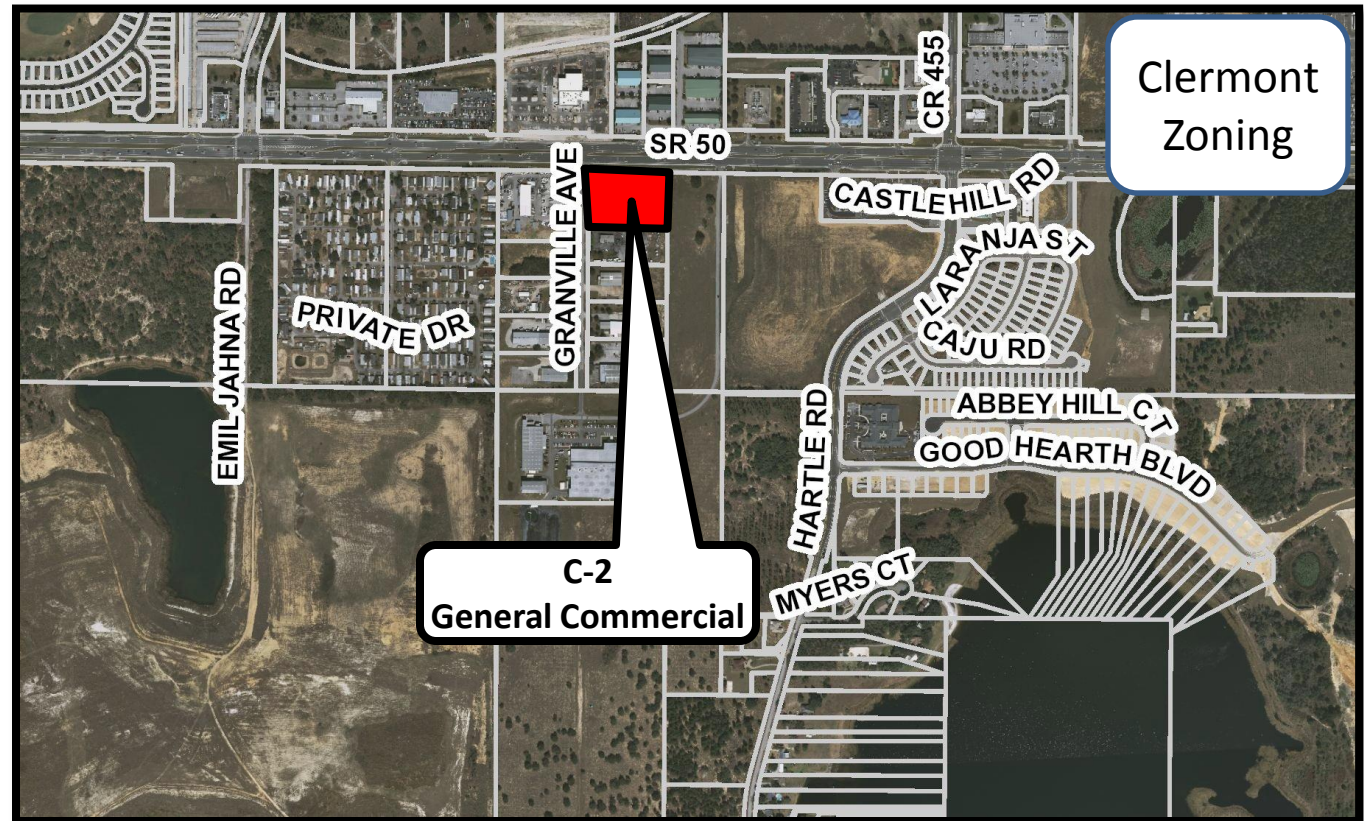
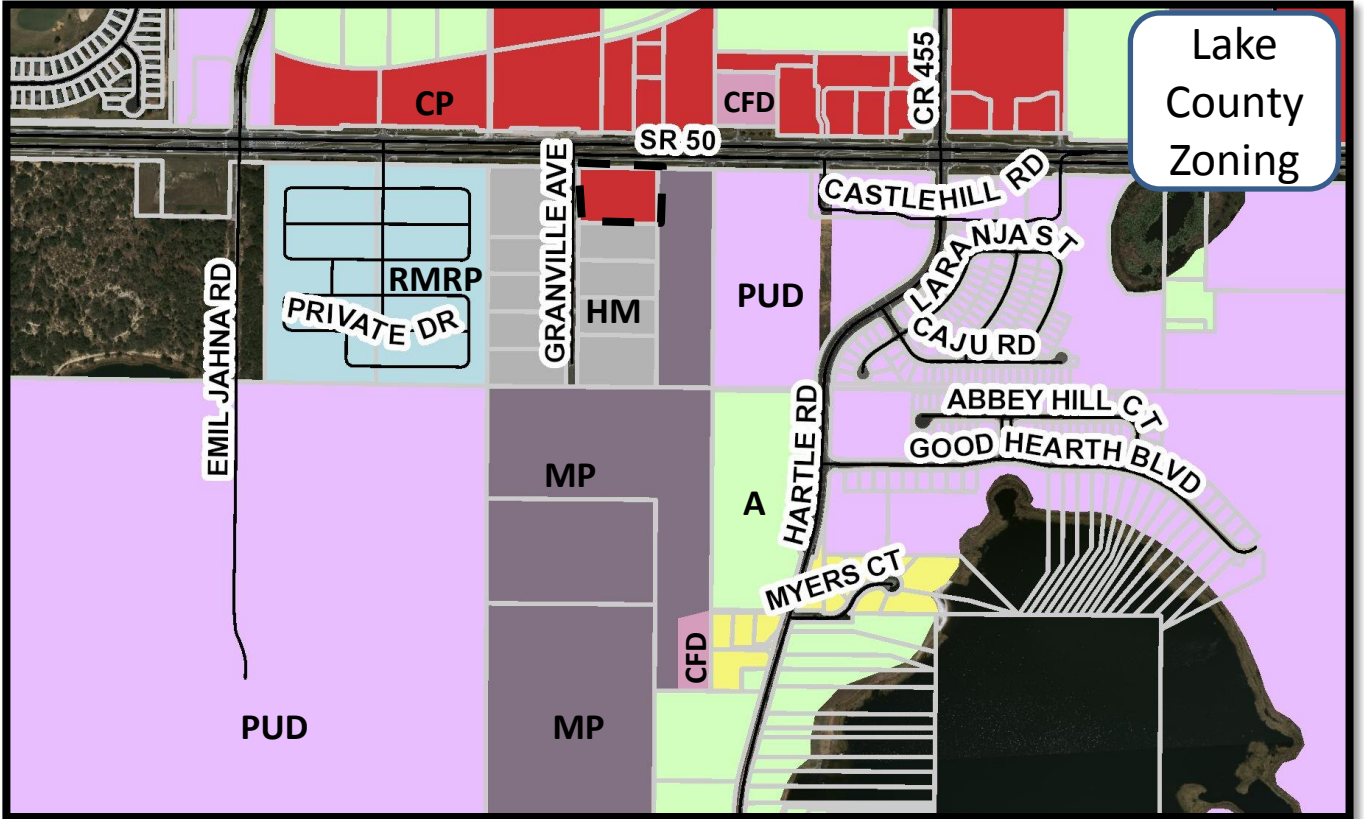


Exhibit – Zoning U-Haul



Return to:
City of Clermont *R*
City Clerk
P.O. Box 120219
Clermont, FL 34712-0219

CFN 2007093069
Bk 03468 Pgs 1665 - 1671; (7pgs)
DATE: 07/11/2007 10:04:36 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 61.00

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 United Rentals (North America), Inc. and its successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service to an existing equipment rental business 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.
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- 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 as certified by OWNER'S project engineer. 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 may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.
- 1.14 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the JPA Land Development Regulations. 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. 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 describe din 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 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

United Rentals (North America), Inc.
Five Greenwich Office Park
Greenwich, Connecticut 06831
Attn: Legal Department – Real Estate

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

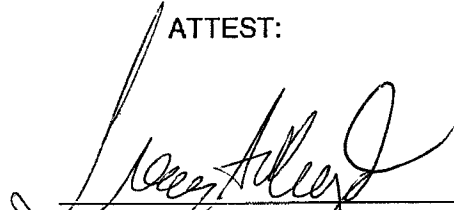
The effective date of this agreement shall be the day of execution of the agreement required hereunder.

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 its Senior Vice President.

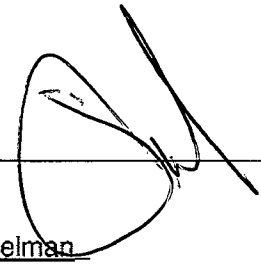
DATED this 12 day of June, 2007.

CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

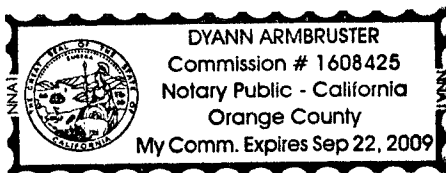
OWNER: United Rental (North America), Inc.
A Delaware Corporation

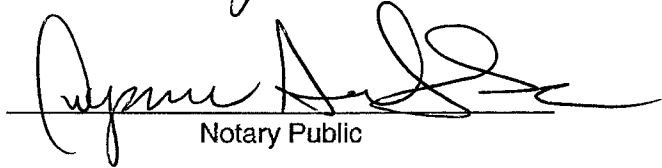
By:  Title: Senior Vice President
Signature
Steven E. Nadelman
Print Name

STATE OF CALIFORNIA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Steven E. Nadelman, as Senior Vice President of United Rentals (North America), Inc., who provided identification in the form of N/A 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 12 day of June, 2007.




Notary Public

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

EXHIBIT "A"
PROPERTY DESCRIPTION

Parcel ID:

09-22-26-110002300000

Address:

13650 Granville Ave.
Clermont FL. 34711

Acreage:

3.5

Alternate Key #:

1453321

Legal Description:

LAKE HIGHLANDS 26-22-26 FROM INTERSECTION OF W LINE OF TRACT
24 & S LINE OF HWY 50, RUN N 89DEG 36MIN 35SEC E 532.57 FT
TO POB, CONTINUE N 89DEG 36MIN 35SEC E 466.57 FT TO E LINE
OF W 1/2 OF TRACT 23, S 00DEG 51MIN 34SEC E ALONG SD E LINE
326 FT, S 89DEG 36MIN 36SEC W 466.36 FT, N 00DEG 53MIN 49SEC
W TO POB PB 3 PG 52
ORB 3162 PG 923

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

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 9 day of May, 2006, between United Rentals (North America), Inc. of 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.

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

PROPERTY OWNER(S):

United Rentals (North America), Inc.

WITNESSES (Two required):

1. By: _____
Signature **Steven E. Nadelman**
Sr. Vice President
Type or print name

2. By: _____
Signature
Type or print name

1. Wendee Erwin
Signature
Wendee Erwin
Type or print name

1. Julie Cohen
Signature
Julie Cohen
Type or print name

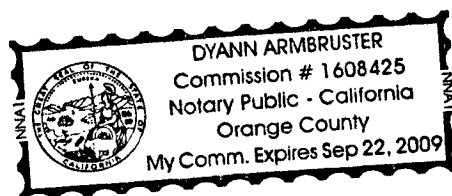
STATE OF CALIFORNIA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 12 day of June, 2007, by Steven E. Nadelman, as Senior Vice President of United Rentals (North America), Inc., a Delaware corporation, who is personally known to me or who has produced N/A as identification and who did not take an oath.

SEAL:
Notary Public Dyann Armbruster Type/print name Dyann Armbruster

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



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is equivalent to the quality
of the original document.

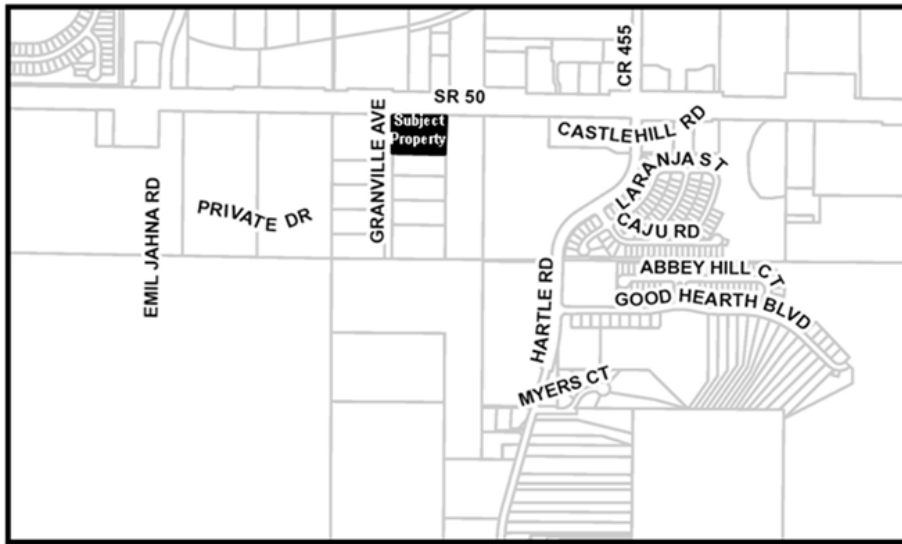
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2015-54

The City of Clermont will hold public hearings on Monday, April 27, 2015 at 6:00 p.m. at a Special Meeting of the Planning and Zoning Commission; Tuesday, April 28, 2015 at 6:00 p.m. (1st reading of the adoption ordinance) and Tuesday, May 12, 2015 (final reading of the adoption ordinance) at 6:30 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 3.5 +/-acre parcel below from Lake County Regional Commercial to City of Clermont Commercial. Alternate Key 1453321.



Location: 13650 Granville Avenue; U-haul
Ordinance #2015-54:

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
April 13, 2015 and April 28, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Monday, April 27, 2015		
Agenda Item Name		
Ordinance No. 2015-55; U-Haul Rezoning		
Requested Action		
Move to recommend approval of Ordinance 2015-55.		
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 agreement with the City was executed on June 12, 2007. The property is improved and is receiving water from the City. The property, approximately 3.5 acres, has been developed as a vehicle rental business, U-Haul. 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	U-haul REZ ORD 2015-55.doc	
2. Maps	Uhaul Maps.pdf	
3. Utility Agreement	Uhaul Utility Agreement.pdf	
4. Legal ad	U-haul REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-55

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 Highland, 26-22-26 from intersection of west line of Tract 24 and south line of Highway 50, run north 89°36'35" east 532.57 feet to point of beginning, continue north 89°36'35" east 466.57 feet to east line of west ½ of Tract 23, south 00°51'34" east along said east line 326 feet, south 89°36'36" west 466.36 feet, north 00°53'49" west to point of beginning PB 3 PG 52, ORB 3162 PG 923.

Containing 3.5 acres, more or less

Alternate Key 1453321; 13650 Granville Avenue

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:

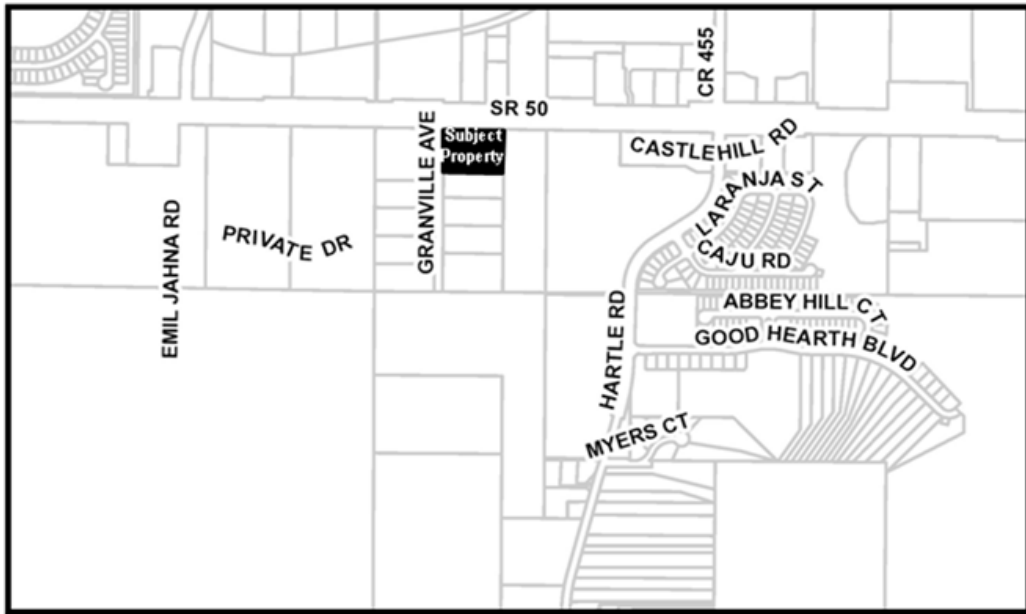
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from 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. 2015-55

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-55

Florida on this 12th day of May, 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 U-Haul

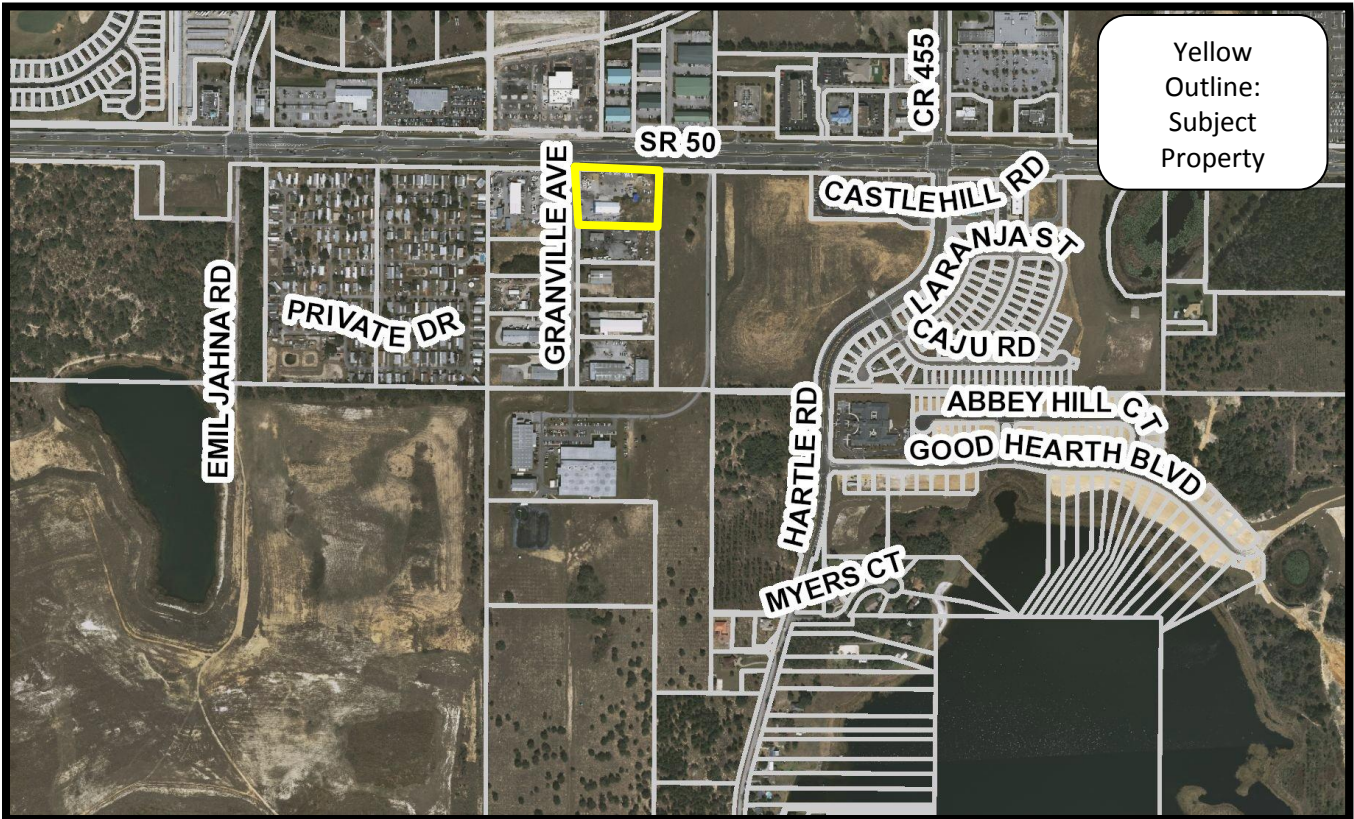
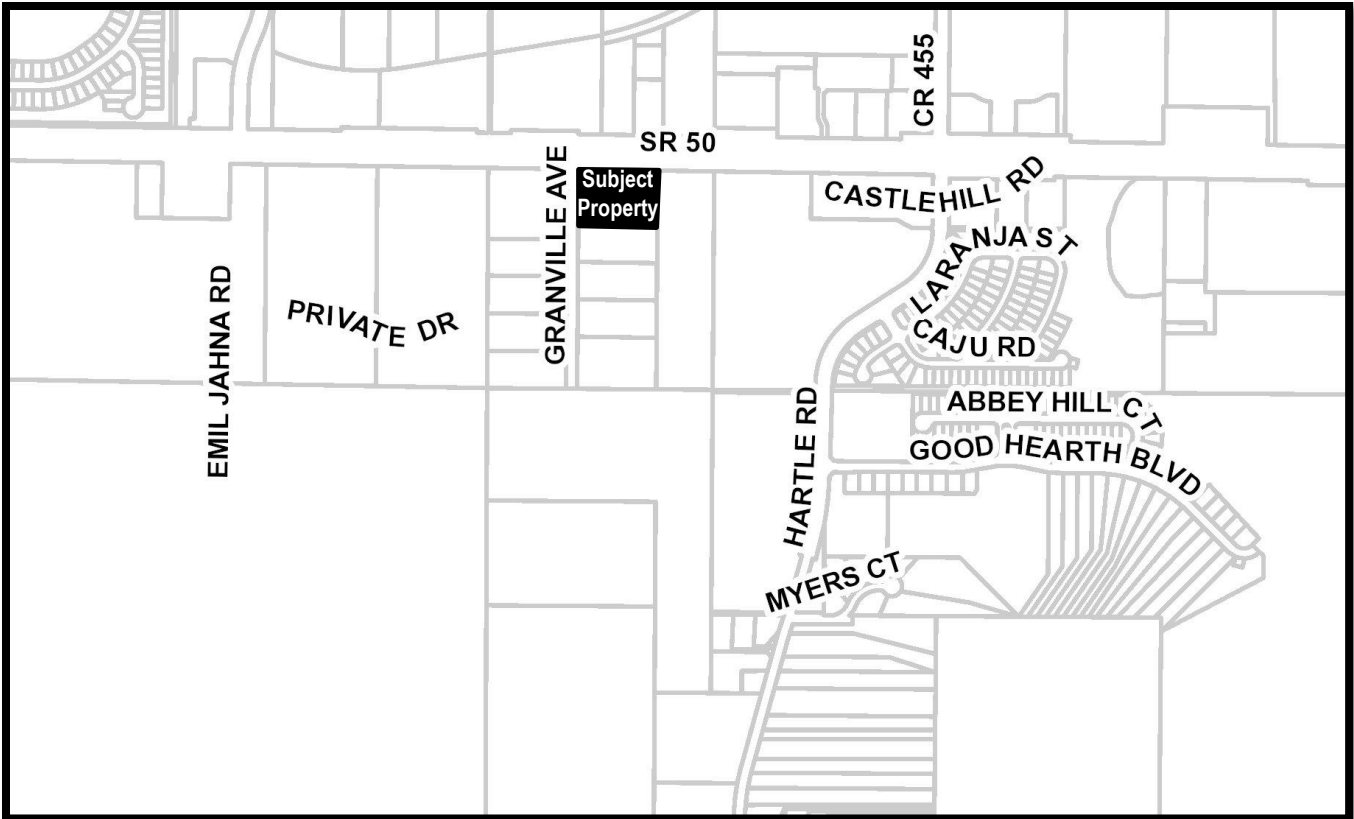


Exhibit – Future Land Use
U-Haul

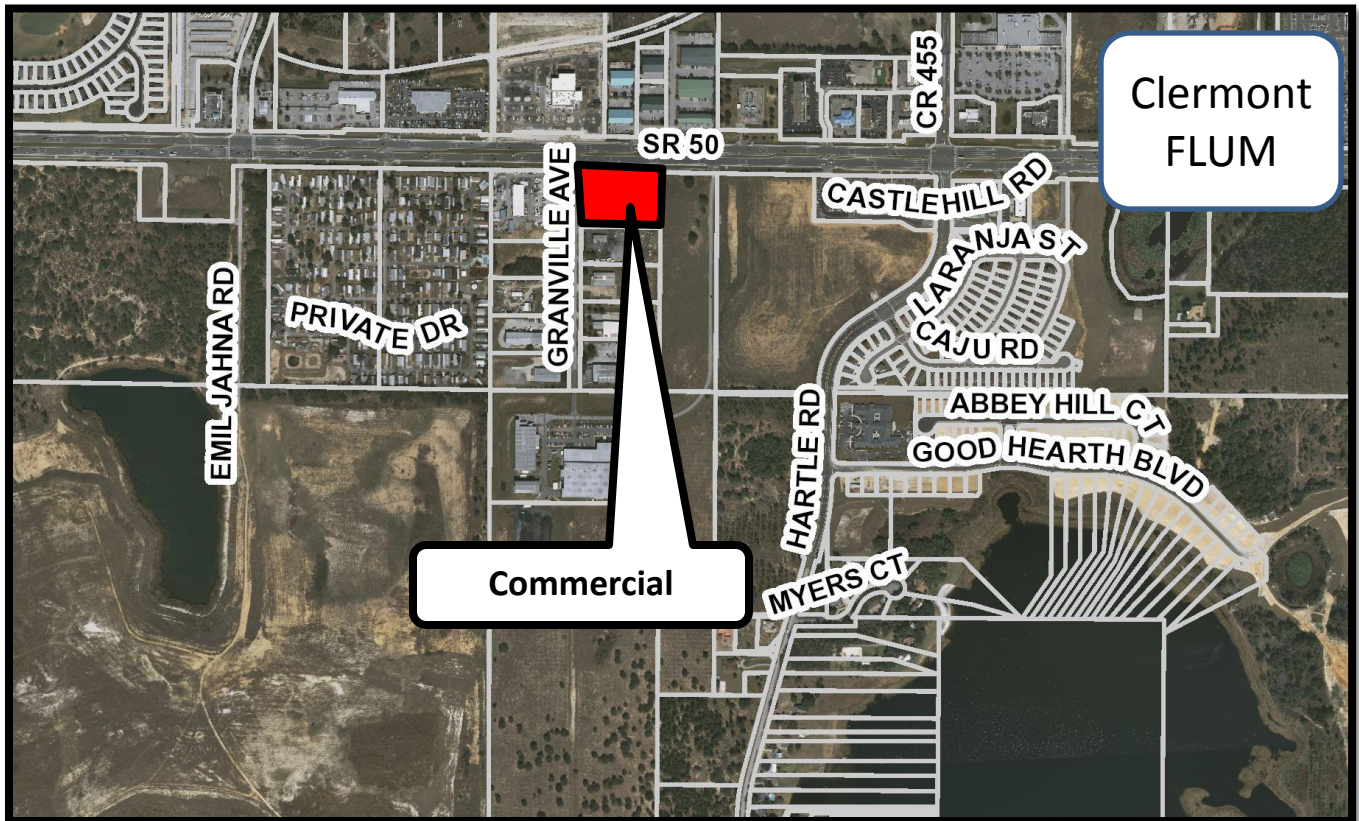
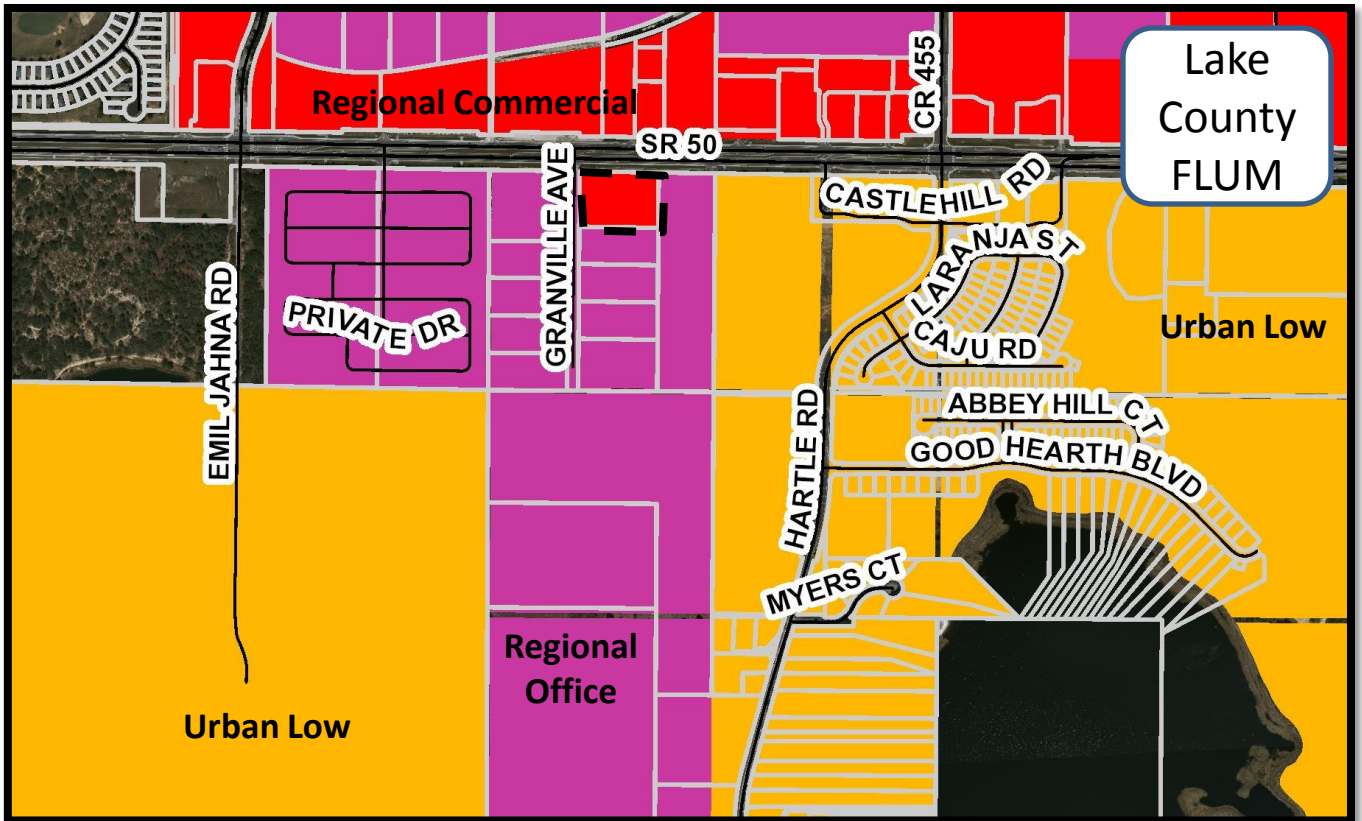
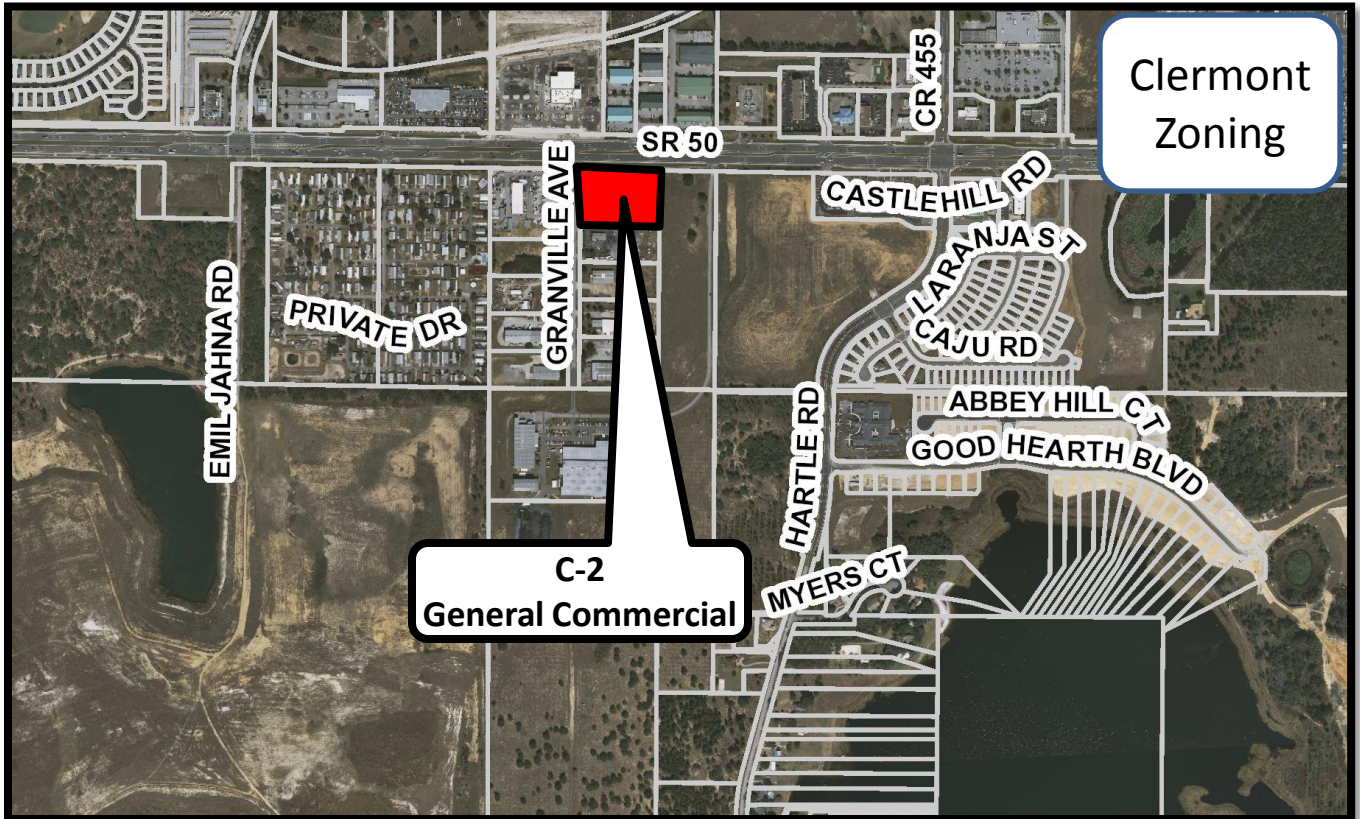
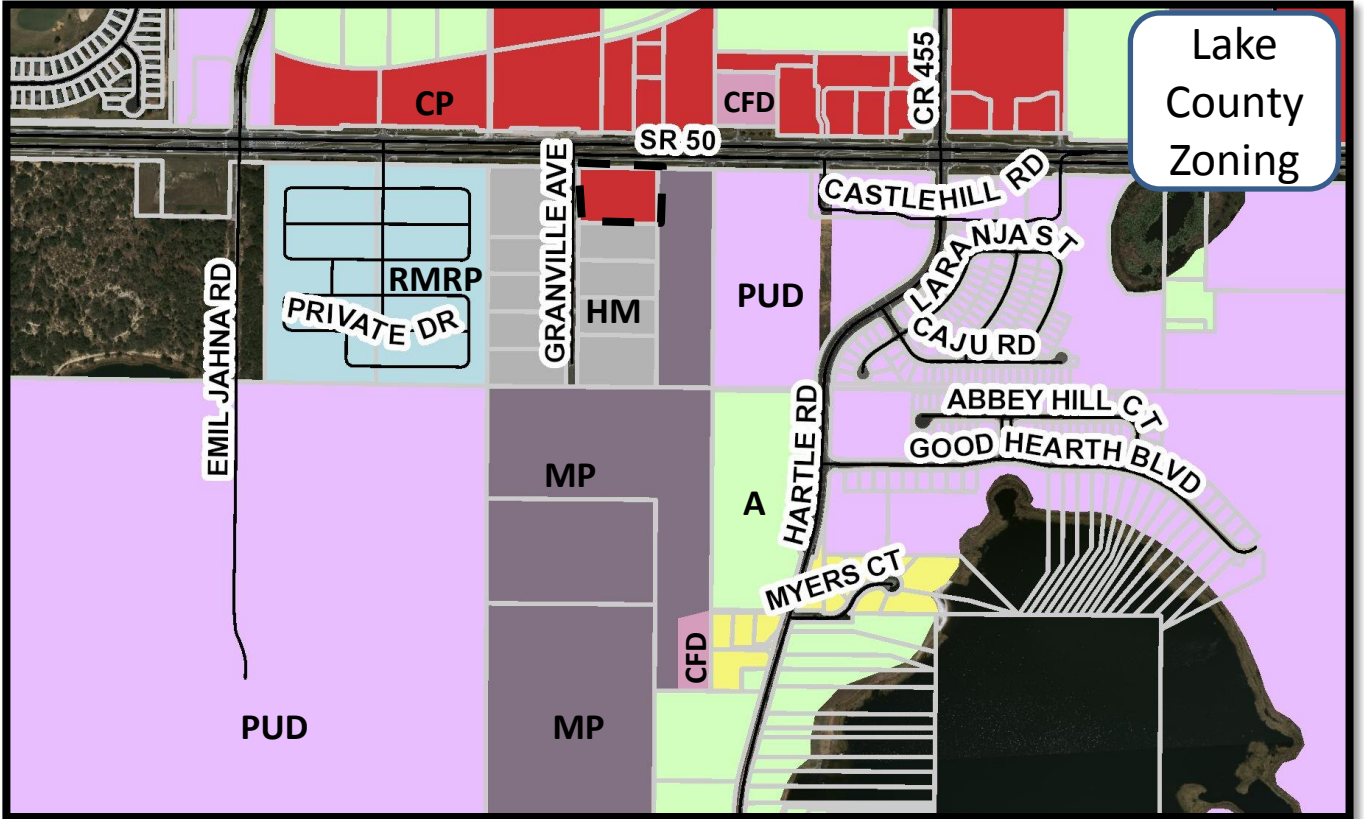


Exhibit – Zoning
U-Haul



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City Clerk
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CFN 2007093069
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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

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City Manager
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Clermont, FL 34712-0219

OWNER

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Five Greenwich Office Park
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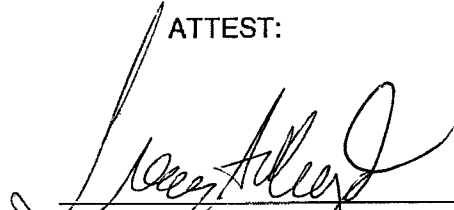
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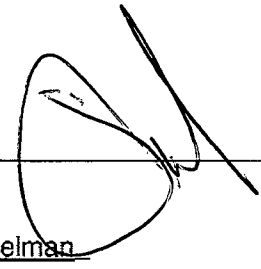
DATED this 12 day of June, 2007.

CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

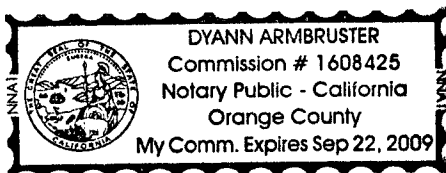
OWNER: United Rental (North America), Inc.
A Delaware Corporation

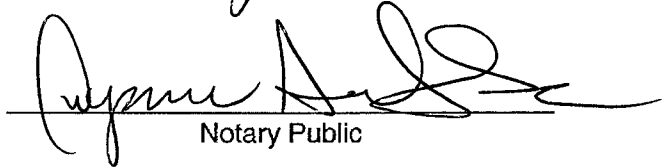
By:  Title: Senior Vice President
Signature
Steven E. Nadelman
Print Name

STATE OF CALIFORNIA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Steven E. Nadelman, as Senior Vice President of United Rentals (North America), Inc., who provided identification in the form of N/A 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 12 day of June, 2007.




Notary Public

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EXHIBIT "A"
PROPERTY DESCRIPTION

Parcel ID:

09-22-26-110002300000

Address:

13650 Granville Ave.
Clermont FL. 34711

Acreage:

3.5

Alternate Key #:

1453321

Legal Description:

LAKE HIGHLANDS 26-22-26 FROM INTERSECTION OF W LINE OF TRACT
24 & S LINE OF HWY 50, RUN N 89DEG 36MIN 35SEC E 532.57 FT
TO POB, CONTINUE N 89DEG 36MIN 35SEC E 466.57 FT TO E LINE
OF W 1/2 OF TRACT 23, S 00DEG 51MIN 34SEC E ALONG SD E LINE
326 FT, S 89DEG 36MIN 36SEC W 466.36 FT, N 00DEG 53MIN 49SEC
W TO POB PB 3 PG 52
ORB 3162 PG 923

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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 9 day of May, 2006, between United Rentals (North America), Inc. of 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.

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of the original document.

PROPERTY OWNER(S):

United Rentals (North America), Inc.

WITNESSES (Two required):

1. By: _____
Signature **Steven E. Nadelman**
Sr. Vice President
Type or print name

2. By: _____
Signature
Type or print name

1. Wendee Erwin
Signature
Wendee Erwin
Type or print name

1. Julie Cohen
Signature
Julie Cohen
Type or print name

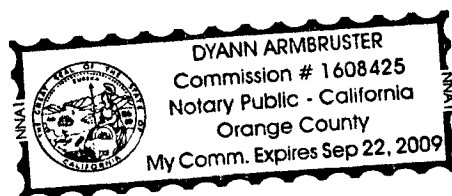
STATE OF CALIFORNIA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 12 day of June, 2007, by Steven E. Nadelman, as Senior Vice President of United Rentals (North America), Inc., a Delaware corporation, who is personally known to me or who has produced N/A as identification and who did not take an oath.

SEAL:
Notary Public Dyann Armbruster Type/print name Dyann Armbruster

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



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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. 2015-55

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:

13650 Granville Avenue, Alternate Key 1453321

U-haul

LEGAL DESCRIPTION

Lake Highland, 26-22-26 from intersection of west line of Tract 24 and south line of Highway 50, run north 89°36'35" east 532.57 feet to point of beginning, continue north 89°36'35" east 466.57 feet to east line of west ½ of Tract 23, south 00°51'34" east along said east line 326 feet, south 89°36'36" west 466.36 feet, north 00°53'49" west to point of beginning PB 3 PG 52, ORB 3162 PG 923.

Containing 3.5 acres, more or less

FROM UE Urban Estate TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission at a Special Planning and Zoning meeting on Monday, April 27, 2015 at 6:00 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, May 12, 2015 at 6:30 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

April 20, 2015 and April 28, 2015