



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:00 PM, Tuesday, April 28, 2015**

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PROCLAMATION

Motorcycle Awareness Month

Water Safety Month

Drinking Water Week

World Lupus Day

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

Item No. 1 - Resolution No. 2015-12

Consider request to approve Fiscal Year 2015 Budget Amendments.

Item No. 2 - Resolution No. 2015-19

Consider approval of Interlocal Agreement with Lake County regarding updating responsibilities relating to the NG9-1-1 System.

Item No. 3 - Surplus, Replacement Purchase and Budget Amendment

Consider request to declare surplus current Police Dept. K9 dog and kennel, transfer ownership of dog and kennel to current handler, purchase replacement dog and a budget amendment in the amount of \$14,500.

Item No. 4 - Contract Award

Consider request to piggyback the Florida Sheriff's Association contract to purchase one garbage/recycling truck in the amount of \$292,098.

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Item No. 5 - Bid Award	Consider approval of bid award to JPR Universal Construction, LLC. to provide Pitt Street sidewalk improvements.
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Item No. 6 - Interlocal Agreement	Consider proposed Interlocal Agreement with Lake County regarding the one-cent sales tax.
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UNFINISHED BUSINESS

Item No. 7 - Ordinance No. 2015-13; <i>Final</i> Plaza Collina	Consider Ordinance to annex property located north of State Road 50, west of the Orange County line, and south of Old Highway 50.
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Item No. 8 - Ordinance No. 2015-14; <i>Transmittal</i> Plaza Collina	Consider transmittal of a large-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to City Master Planned Development, located north of SR 50, west of the Orange County line, and south of Old Highway 50.
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Item No. 9 - Resolution No. 2015-08; Plaza Collina	Consider a resolution to allow a mixed use Planned Unit Development in the UE Urban Estate zoning district, located north of SR 50, west of the Orange County line, and south of Old Highway 50.
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Item No. 10 - Ordinance No. 2015-20; <i>Final</i> Don Mealey Chevrolet	Consider Ordinance to annex property located at 14138 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).
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Item No. 11 - Ordinance No. 2015-22; <i>Final</i> Don Mealey Chevrolet	Consider Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 14138 State Road 50.
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CITY OF CLERMONT
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Item No. 12 - Ordinance No. 2015-23; *Final*
Clermont Nissan

Consider Ordinance to annex property located at 16005 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 13 - Ordinance No. 2015-24; *Final*
Clermont Nissan

Consider Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located at 16005 State Road 50.

Item No. 14 - Ordinance No. 2015-25; *Final*
Clermont Nissan

Consider Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16005 State Road 50.

Item No. 15 - Ordinance No. 2015-26; *Final*
Headquarter Honda

Consider Ordinance to annex property located at 17700 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 16 - Ordinance No. 2015-27; *Final*
Headquarter Honda

Consider Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located at 17700 State Road 50.

Item No. 17 - Ordinance No. 2015-28; *Final*
Headquarter Honda

Consider Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 17700 State Road 50.

Item No. 18 - Ordinance No. 2015-38; *Final*
East Towne Center

Consider Ordinance to annex property located at 13900 County Road 455 and 13910 & 16705 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

CITY OF CLERMONT
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Item No. 19 - Ordinance No. 2015-40; *Final*
East Towne Center

Consider Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for properties located at 13900 County Road 455 and 13910 & 16705 State Road 50.

Item No. 20 - Ordinance No. 2015-29; *Withdrawn*
Napleton Clermont and Lake County Sheriff's Office

Item No. 21 - Ordinance No. 2015-31; *Withdrawn*
Napleton Clermont and Lake County Sheriff's Office

NEW BUSINESS

Item No. 22 - Resolution No. 2015-15
Kirby

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

Item No. 23 - Resolution 2015-16
Land of Lakes Montessori School

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

Item No. 24 - Ordinance No. 2015-41; *Introduction*
BP

Consider introduction of Ordinance to annex property located at 16431 SR 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 25 - Ordinance No. 2015-42; *Introduction*
BP

Consider introduction of Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located at 16431 SR 50.

Item No. 26 - Ordinance No. 2015-43; *Introduction*
BP

Consider introduction of Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16431 SR 50.

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Item No. 27 - Ordinance No. 2015-44; *Introduction*
Discount Tire

Consider introduction of Ordinance to annex property located at 16407 SR 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 28 - Ordinance No. 2015-45; *Introduction*
Discount Tire

Consider introduction of Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located at 16407 SR 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 29 - Ordinance No. 2015-46; *Introduction*
Discount Tire

Consider to introduce Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16407 SR 50.

Item No. 30 - Ordinance No. 2015-47; *Introduction*
Harbor Federal

Consider to introduce Ordinance to annex property located at 16345 SR 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 31 - Ordinance No. 2015-48; *Introduction*
Harbor Federal

Consider to introduce Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for properties located at 16345 SR 50.

Item No. 32 - Ordinance No. 2015-49; *Introduction*
Harbor Federal

Consider to introduce Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16345 SR 50.

Item No. 33 - Ordinance No. 2015-50; *Introduction*
Value Place Hotel

Consider introduction of Ordinance to annex property located at 16311 SR 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

**CITY OF CLERMONT
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|---|---|
| Item No. 34 - Ordinance No. 2015-51; <i>Introduction</i>
Value Place Hotel | Consider introduction of Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located at 16311 SR 50. |
| Item No. 35 - Ordinance No. 2015-52; <i>Introduction</i>
Value Place Hotel | Consider introduction of Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16311 SR 50. |
| Item No. 36 - Ordinance No. 2015-53; <i>Introduction</i>
U-Haul | Consider introduction of Ordinance to annex property located at 13650 Granville Ave., in accordance with the Interlocal Service Boundary Agreement (ISBA). |
| Item No. 37 - Ordinance No. 2015-54; <i>Introduction</i>
U-Haul | Consider introduction of Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located at 13650 Granville Ave. |
| Item No. 38 - Ordinance No. 2015-55; <i>Introduction</i>
U-Haul | Consider introduction of Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 13650 Granville Ave. |

ADJOURN

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

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

City of Clermont
Proclamation

WHEREAS, Central Florida's mild climate and scenic roadways make motorcycle riding an enjoyable experience throughout the year; and

WHEREAS, Florida's growing population makes motorcycle safety an important issue for all drivers; and

WHEREAS, May 2015 is being commemorated as Motorcycle Safety Awareness Month; and

WHEREAS, more than a million drivers in Florida have a motorcycle endorsement on their driver's license; and

WHEREAS, motorcycles can easily be hidden in traffic; therefore, it is important for motorists to search the traffic around them and always expect to see motorcycles; and

WHEREAS, to prevent injuries and deaths on Florida's roadways, motorcyclists and motorists must be vigilant in their efforts to share the road and ensure the safety of everyone;

NOW, THEREFORE, I, Gail L. Ash, Mayor of the City of Clermont, Florida, hereby proclaim the month of May 2015 as

MOTORCYCLE SAFETY AWARENESS MONTH

and encourage all motorists to Share the Road with motorcycles.

IN WITNESS WHEREOF, I, Gail L. Ash, Mayor of the City of Clermont, have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 28th day of April, two thousand fifteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, MMC
City Clerk

City of Clermont Proclamation

WHEREAS, swimming and aquatic-related activities play vital roles in promoting good physical and mental health and enhancing the quality of life for all people; and

WHEREAS, it is important that water safety rules are communicated to families and individuals of all ages, whether they be owners of private pools, users of public swimming facilities, boat owners, or visitors to water parks; and

WHEREAS, Florida overwhelmingly has the highest unintentional drowning rate in the nation for the 1 – 4 year old age group; and

WHEREAS, Lake County has approximately 1,000 named lakes and it is important for all citizens to understand the essential role water safety plays in preventing drowning and recreational injuries.

NOW, THEREFORE, be it resolved by virtue of the authority vested in me as Mayor of the City of Clermont, I do hereby proclaim the month of May as

Water Safety Month

IN WITNESS WHEREOF, I, Gail L. Ash, Mayor of the City of Clermont, have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 28th day of April, two thousand fifteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, MMC
City Clerk

*City of Clermont
Proclamation
Drinking Water Week*

WHEREAS, water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of our community is called upon to help protect our source waters from pollution, to practice water conservation, and to get involved in local water issues;

NOW, THEREFORE, be it resolved by virtue of the authority vested in me as Mayor of the City of Clermont, I do hereby proclaim May 3 through May 9 as

Drinking Water Week

IN WITNESS WHEREOF, I, Gail L. Ash, Mayor of the City of Clermont, have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 28th day of April, two thousand fifteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, MMC
City Clerk

City of Clermont

Proclamation

WHEREAS, lupus is an autoimmune disease that can cause severe damage to the tissue and organs in the body and, in some cases, death; and

WHEREAS, more than five million people worldwide suffer the devastating effects of this disease and each year over a hundred thousand young women, men and children are newly diagnosed with lupus, the great majority of whom are women of childbearing age; and

WHEREAS, medical research efforts into lupus and the discovery of safer, more effective treatments for lupus patients are under-funded in comparison with diseases of comparable magnitude and severity; and

WHEREAS, many physicians worldwide are unaware of the symptoms and health effects of lupus, causing people with lupus to suffer for many years before they obtain a correct diagnosis and medical treatment; and

WHEREAS, there is a deep, unmet need worldwide to educate and support individuals and families affected by lupus; and

WHEREAS, there is an urgent need to increase awareness in communities worldwide of the debilitation impact of lupus;

NOW, THEREFORE, be it resolved that May 10th 2015 is hereby designated as

World Lupus Day

on which lupus organizations around the globe call for increases in public and private sector funding for medical research on lupus, targeted education programs for health professionals, patients and the public, and worldwide recognition of lupus as a significant public health issue.

IN WITNESS WHEREOF, I, Gail L. Ash, Mayor of the City of Clermont, have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 28th day of April, two thousand fifteen.

ATTEST:

Gail L. Ash, Mayor

Tracy Ackroyd, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Resolution No. 2015-12		
Requested Action		
Move to approve Resolution No. 2015-12.		
Staff Report		
Resolution No. 2015-12 is proposed in order to amend the City's adopted budget for the current fiscal year. The amendments are necessary to formally amend the budget primarily for City Council approvals since January 2015.		
Additional Analysis		
Fiscal Impact Summary		
Total amendments to all funds - \$703,587		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2015-12 Resolution No 2015-12 - 04-21-15 .docx		

CITY OF CLERMONT
RESOLUTION NO. 2015-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING
BUDGET AMENDMENTS FOR THE CITY OF CLERMONT
FOR FISCAL YEAR 2014-2015**

WHEREAS, it is hereby found and determined by the City Council of the City of Clermont, Lake County, Florida, that the following budget amendments are necessary for the Fiscal Year October 1, 2014 to September 30, 2015:

GENERAL FUND

1. Increase Regular Salaries (10511-12100)	\$	16,579
Increase Overtime Salaries (10511-12120)	\$	500
Increase FICA (10511-12220)	\$	1,283
Increase Group Insurance (10511-12300)	\$	1,523
Increase Life Insurance (10511-12305)	\$	52
Increase EAP (10511-12315)	\$	16
Increase Workers Compensation (10511-12400)	\$	619
Increase Minor Equipment (10513-55204)	\$	5,294
Increase Software Licenses/Support (10513-55219)	\$	538
To amend the City Clerk & Finance Department budgets for a new Records Coordinator position approved by the City Council on February 10, 2015.		
2. Increase Regular Salaries (10565-12100)	\$	44,081
Increase Overtime Salaries (10565-12120)	\$	135
Increase FICA (10565-12220)	\$	3,069
Increase Pension – Defined Contribution (10565-12240)	\$	4,422
Increase Group Insurance (10565-12300)	\$	9,823
Increase Life Insurance (10565-12305)	\$	61
Increase EAP (10565-12315)	\$	15
Increase Workers Compensation (10565-12400)	\$	94
Increase Travel & Per Diem (10565-54001)	\$	245
Increase Postage (10565-54200)	\$	300
Increase Printing (10565-54700)	\$	150
Increase Office Supplies (10565-55100)	\$	800
Increase Minor Equipment (10565-55204)	\$	5,294
Increase Software Licenses/Support (10565-55219)	\$	838
Increase Subscriptions & Dues (10565-55400)	\$	1,210
Increase Training & Education (10565-55401)	\$	300
Decrease Regular Salaries (10511-12100)	\$	13,815
Decrease Overtime Salaries (10511-12120)	\$	135

CITY OF CLERMONT
RESOLUTION NO. 2015-12

Decrease FICA (10511-12220)	\$	1,238
Decrease Pension – Defined Contribution (10511-12240)	\$	1,395
Decrease Group Insurance (10511-12300)	\$	5,982
Decrease Life Insurance (10511-12305)	\$	22
Decrease EAP (10511-12315)	\$	8
Decrease Workers Compensation (10511-12400)	\$	31
Decrease Regular Salaries (10513-12100)	\$	28,260
Decrease FICA (10513-12220)	\$	2,305
Decrease Pension – Defined Contribution (10513-12240)	\$	2,826
Decrease Group Insurance (10513-12300)	\$	3,841
Decrease Life Insurance (10513-12305)	\$	37
Decrease EAP (10513-12315)	\$	7
Decrease Workers Compensation (10513-12400)	\$	59
Decrease Travel & Per Diem (10513-54001-13004)	\$	245
Decrease Postage (10513-54200)	\$	300
Decrease Printing (10513-54700)	\$	150
Decrease Office Supplies (10513-55100)	\$	800
Decrease Minor Equipment (10513-55204)	\$	5,294
Decrease Software Licenses/Support (10513-55219)	\$	538
Decrease Subscriptions & Dues (10513-55400-13004)	\$	400
To amend the City Clerk and Finance Department budgets to transfer funds to the recently created Purchasing Department.		
3. Increase Professional Services – General (10519-53100)	\$	57,234
To amend the Other General Government budget for the Non-Utility Fee Study approved by the City Council on January 27, 2015.		
4. Increase Repair & Maintenance – City Hall (10519-54621)	\$	7,664
To amend the Other General Government budget for City Hall Security Improvements.		
5. Increase Travel & Per Diem (10521-54001-21900)	\$	12,100
Increase Repair & Maintenance Equipment (10521-54614-21900)	\$	1,120
Increase Printing (10521-54700-21900)	\$	2,000
Increase Uniforms (10521-55203-21900)	\$	10,984
Increase Minor Equipment (10521-55204-21900)	\$	53,851
Increase Community Relations (10521-55212-21900)	\$	4,900
Increase Software (10521-55219-21900)	\$	1,500
Increase SWAT Operating Supplies (10521-55200-21900)	\$	1,600
Increase Training & Education (10521-55401-21900)	\$	9,000
Increase Ammunition & Supplies (10521-55410-21900)	\$	2,100
Increase Capital Equipment (10521-66401-21900)	\$	40,300
Increase Capital Equipment (10521-66401-21902)	\$	27,850

CITY OF CLERMONT
RESOLUTION NO. 2015-12

Increase Federal Forfeitures/Seizure-Justice Funds (10351-35102-21900)	\$	27,124
Increase Confiscations (10351-35110-21902)	\$	2,865
To amend the Police Department budget for expenditures related to Federal Forfeitures and State Confiscation Funds.		
6. Increase Professional Services – General (10522-53100)	\$	39,228
To amend the Fire Department budget for the Fire Assessment Fee Study approved by the City Council on February 10, 2015.		
7. Decrease Capital Outlay - Vehicles (10522-66400)	\$	157,873
Decrease Debt Proceeds (10384-38402)	\$	1,250,000
Increase Interfund Loan Proceeds (10384-38403)	\$	1,092,127
To amend the Fire Department budget for the decreased cost of the ladder truck and the change in funding from an external bank loan to an internal loan from the Sanitation Fund as approved by the City Council on March 10, 2015.		
8. Increase Professional Services – Public Works Facility (10549-53100-49000)	\$	40,000
To amend the budget to move the funding source for the Public Works Complex space needs analysis from the Infrastructure Sales Tax Fund to General Fund.		
9. Increase Regular Salaries (10560-12100)	\$	15,170
Increase FICA (10560-12220)	\$	1,140
Decrease Group Insurance (10560-12300)	\$	2,284
Increase Life Insurance (10560-12305)	\$	12
Increase Workers Compensation (10560-12400)	\$	555
To amend the Human Resources Department budget for the reclassification of a Human Resources Specialist position to a Risk/Benefits Manager position.		
10. Decrease Fund Balance (10599-59900)	\$	325,588
Total General Fund Adjustments.		

CITY OF CLERMONT
RESOLUTION NO. 2015-12

INFRASTRUCTURE SALES TAX FUND

1. Increase Capital Outlay - Vehicles (12521-66400) \$ 280,000
To amend the Police Department budget for the purchase of seven (7) vehicles approved by the City Council on February 26, 2015.
2. Decrease Professional Services – Public Works Facility (12549-53100-54900) \$ 40,000
To amend the budget to move the funding source for the Public Works Complex space needs analysis from the Infrastructure Sales Tax Fund to the General Fund.
3. Decrease Fund Balance (12599-59900) \$ 240,000
Total Infrastructure Sales Tax Fund Adjustments.

POLICE IMPACT FEES FUND

1. Decrease Interfund Loan Proceeds (15384-38403) \$ 1,203,628
Decrease Transfer to Capital Projects Fund (15581-99114-21101) \$ 1,203,628
To amend the budget to eliminate the internal loan from the Sanitation Fund and corresponding transfer to the Capital Projects Fund for the Police Station construction project as approved by the City Council on March 10, 2015.

CAPITAL PROJECTS FUND

1. Decrease Transfer from Police Impact Fees Fund (32381-38118-21101) \$ 1,203,628
Decrease Buildings – Police Station (32521-66201-21101) \$ 1,203,628
To amend the budget to eliminate the loan from the Sanitation Fund as approved by the City Council on March 10, 2015 and the reduction in the Police Station construction costs for the current fiscal year.

CITY OF CLERMONT
RESOLUTION NO. 2015-12

SEWER FUND

- | | | |
|--|----|---------|
| 1. Increase Other Current Charges (42535-54900) | \$ | 145,750 |
| To amend the budget for the payment of an EPA lien on the old sprayfield property as approved by the City Council on March 24, 2015. | | |
| 2. Decrease Fund Balance (42599-59900) | \$ | 145,750 |
| Total Sewer Fund Adjustments | | |

SANITATION FUND

- | | | |
|---|----|---------|
| 1. Decrease Interfund Loan (49584-99200) | \$ | 111,501 |
| To amend the budget for the decreased cost of the Fire Department ladder truck as approved by the City Council on March 10, 2015. | | |
| 2. Increase Fund Balance (49599-59900) | \$ | 111,501 |
| Total Sanitation Fund Adjustments | | |

CRA FUND

- | | | |
|---|----|---------|
| 1. Increase Professional Services – General (60552-53100) | \$ | 28,750 |
| To amend the Economic Development budget for the CRA Redevelopment Plan Update Study as approved by the CRA Board on January 27, 2015. | | |
| 2. Increase Professional Services – General (60552-53100-95101) | \$ | 75,000 |
| To amend the Economic Development budget to carry forward funds approved for the CRA Master Plan Study approved by the City Council on August 26, 2014. | | |
| 3. Decrease Fund Balance (60599-59900) | \$ | 103,750 |
| Total CRA Fund adjustments. | | |
| | | |
| Total Amendments – All Funds | \$ | 703,587 |

CITY OF CLERMONT
RESOLUTION NO. 2015-12

NOW, THEREFORE, BE IT RESOLVED, that the above said budget amendments of the City of Clermont for the Fiscal Year 2014-2015 are hereby adopted.

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date								
Tuesday, April 28, 2015								
Agenda Item Name								
Resolution No. 2015-19								
Requested Action								
Move to approve Resolution 2015-19.								
Staff Report								
Lake County is updating their E9-1-1 Communications Plan and has requested the City of Clermont approve the attached E9-1-1 Interlocal Agreement to update the respective responsibilities relating to the E9-1-1 System. The County will update their E9-1-1 Communications Plan, file the plan with the State of Florida, and update and maintain the necessary database and computer software. The City will follow County adopted operating procedures, State of Florida rules and regulations, maintain addressing policies compatible with the E9-1-1 software, and provide Lake County with any pertinent information. Staff recommends approval.								
Additional Analysis								
Fiscal Impact Summary								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table><tr><td>1.</td><td>Resolution</td><td>2015-19 E9-1-1 Interlocal.doc</td></tr><tr><td>2.</td><td>Interlocal Agreement</td><td>E9-1-1 Interlocal.pdf</td></tr></table>			1.	Resolution	2015-19 E9-1-1 Interlocal.doc	2.	Interlocal Agreement	E9-1-1 Interlocal.pdf
1.	Resolution	2015-19 E9-1-1 Interlocal.doc						
2.	Interlocal Agreement	E9-1-1 Interlocal.pdf						

CITY OF CLERMONT
RESOLUTION NO. 2015-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA APPROVING THE AGREEMENT BETWEEN THE CITY OF CLERMONT AND LAKE COUNTY AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

The City Council does hereby approve the acceptance of the Interlocal Agreement regarding the NG9-1-1 System between the City of Clermont and Lake County, subject to the conditions contained in the agreement as incorporated and attached hereto.

SECTION 2.

This resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2015-19

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

City of Clermont

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA AND
THE CITY OF CLERMONT
REGARDING E9-1-1 SYSTEM

THIS INTERLOCAL AGREEMENT is by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the City of Clermont, a municipal corporation organized under the laws of the State of Florida, hereinafter the "City," regarding the NG9-1-1 System.

WHEREAS, in 1989, the County submitted to the State of Florida its E9-1-1 Communications Plan; and

WHEREAS, the County is desirous of updating its E9-1-1 Communications Plan; and

WHEREAS, in order to update its E9-1-1 Communications Plan, the County must update its interlocal agreements with the municipalities within the geographic boundaries of Lake County; and

WHEREAS, the County and the City desire to enter into this Interlocal agreement to update their respective responsibilities relating to the E9-1-1 System.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Section 1. PURPOSE. The purpose of this document is to serve as a framework within which both parties may jointly coordinate and utilize the resources of the County's E9-1-1 System in a responsible manner, for the benefit of the citizens of the City of Clermont.

Section 2. COUNTY RESPONSIBILITIES.

A. The County shall update its E9-1-1 Communications Plan and file such updated plan with the State of Florida. The updated plan shall show that all emergency calls within the geographic limits of the City shall automatically be routed to the answering position in the Lake County Sheriff PSAP.

B. The County shall update and maintain a database and other computer software as necessary to operate the E9-1-1 system.

Section 3. CITY RESPONSIBILITIES.

A. The City shall abide by and follow all operating procedures adopted by the County and all rules and regulations adopted by the State of Florida for operation of the E-9-1-1 system.

B. The City shall update and maintain its addressing policies so that the policies are compatible with the E9-1-1 software and continue to give the County all information pertinent to database institution and maintenance including but not limited to street closings, comprehensive address grid, new streets and annexations.

C. The City shall notify the County at least 120 days in advance of any proposed change of routing of City's emergency calls unless such change is caused by an emergency. In the event of an emergency, the City shall notify the County of such changes as soon as reasonable practicable.

Section 4. COSTS.

A. All costs of installation and maintenance of County-owned PSAP equipment and telephone lines shall be paid by the County, excluding personnel necessary to operate the PSAP, to the extent that the recurring fee on telephone services is sufficient to pay for such installation, maintenance and operation. Should such fee prove to be insufficient, or should the State of Florida remove such fee as an allowed revenue source, this Interlocal Agreement may be terminated by either party upon 120 days' notice to the other.

B. The City shall be responsible for any costs of the change of routing of City's emergency calls to the extent that such costs are not allowed to be reimbursed to the County from the recurring fee on telephone services.

Section 5. GENERAL PROVISIONS.

A. All equipment and materials provided to the City by the County shall remain the property the County. While the County's equipment and materials remains in the possession of the City, the City shall ensure that all County property identification tags remain secure and in-place. The City shall not relocate or modify any equipment without the County's prior written approval. Should this Interlocal Agreement be terminated, the City shall return to the County all equipment and materials provided hereunder within thirty (30) days of the effective date of the termination.

B. Neither the County nor the City shall assign or transfer their interest in this Interlocal Agreement without the prior written consent of the other.

C. Any amendments, alterations, deletions, or waivers of any provision of this Interlocal Agreement shall only be valid when reduced to writing and executed with the same formalities.

D. This Interlocal Agreement embodies the whole understanding between the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Interlocal Agreement shall supersede all previous communications, representations or agreements, whether verbal or written, between the parties.

E. Upon final execution, this Agreement shall replace the previous agreement entitled "Agreement – Non-PSAP" executed by the parties on or about 1988.

F. Either party may terminate this Interlocal Agreement without cause upon giving thirty (30) days written notice to the non-terminating party.

G. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, and addressed as follows:

COUNTY
Public Safety 9-1-1 Coordinator
315 West Main Street
P.O. Box 7800
Tavares, FL 32778-7800

CITY
City Manager
685 W. Montrose Street
Clermont, FL 34711

{Remainder of page left intentionally blank.}

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: County, through its Board of County Commissioners, signing by and through its Chairman on the _____ day of _____, 2015 and by the City of Clermont, through its duly authorized representative.

CITY OF CLERMONT

ATTEST:

City Clerk

Print Name: _____
Title: _____

This _____ day of _____, 2015.

Approved as to form and legality:

City Attorney

Interlocal Agreement between Lake County, Florida and the City of Clermont regarding the E911 System

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY
COMMISSIONERS

Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

Jimmy Conner
Chairman

This ____ day of _____, 2015.

Approved as to form and legality:

Sanford Minkoff, County Attorney



AGENDA ITEM

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Surplus, Replacement Purchase and Budget Amendment		
Requested Action		
Approve to surplus and transfer of K9 Tyson to Officer Jeremy Gustafson. Additionally, to approve a budget amendment in the amount of \$14,500 for the purchase, training and equipment of a replacement K9.		
Staff Report		
Veterinarian recommended retirement of K9 Tyson. His handler Officer Jeremy Gustafson has agreed to continued care of the K9 and to assume future liability upon transfer of Tyson. A replacement K9 will be needed to be trained and assigned to Officer Gustafson.		
Additional Analysis		
Fiscal Impact Summary		
A budget amendment to the General Fund in the amount of \$14,500 is requested for the purchase of a replacement dog, equipment and training.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$10,000.00	10521-66401	\$0.00
\$1,900.00	10521-66401	\$0.00
\$600.00	10521-55204	\$0.00
\$2,000.00	10521-55401	\$0.00
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Contract Award		
Requested Action		
Motion to approve the purchase of one garbage/recycling truck from the Florida Sheriff's Association contract with Container Systems & Equipment Co., Inc. for the total amount of \$292,098.		
Staff Report		
The Purchasing Division and the Environmental Services Department recommend approval of the above action. The Florida Sheriffs Association (FSA) contract is a Cooperative Fleet program in partnership between the Florida Sheriffs Associations and the Florida Associations of Counties. The FSA contract offers a variety of vehicles and equipment which is available to Sheriffs Offices, Local Government Agencies, State Universities and Colleges, and State of Florida Agencies. At the request of the Environmental Services Department, the Purchasing Division sought the FSA contract number 14-12-0904 to purchase one new garbage/recycling truck for the city's new single stream recycling program for the total amount of \$292,098. In accordance with the direction of City Council, the Purchasing Division issued a Request for Interest (RFI) number 1504-001 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Division received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriff's Association contract, number 14-12-0904. The Florida Sheriff's Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Purchase is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Quote for Refuse Truck - Side Loader	April quote for third unit.pdf	
2. FSA Contract	FSA 14-12-0904 Garbage Trucks.pdf	
3. RFI 1504-001	RFI 1504-001.pdf	

Container Systems & EQUIPMENT CO., INC.

- PRICE QUOTATION -

DATE: April 7, 2015

TO: Mr. Brian Camp
City of Clermont

RE: **Price quotation for Crane Carrier Low Entry Cab Chassis** with Wayne Curbtender Automated Sideloader body from the Florida Sheriff's Contract # 14-12-0904 Specification # 015 (60,000 GVW Refuse Truck)

BASE BID SPECIFICATIONS

2015 CCC LET2 (low entry tilt) chassis, 60,000 lbs. GVW, galvanized steel, 60 degree tilt, 19" floor height both sides, left side driving position with air ride seat, full doors with w/manual windows, air conditioning, CD player, dual cab fans, air horn, electric wipers, white paint,
Cummins ISX 320R- 320hp -1150 ft.lbs. torque
w/ Leece Neville 160 amp alternator, diesel particulate filter (DPF), selective catalytic reduction (SCR) muffler
Allison 4500RDS transmission, w/ oil cooler inside radiator,
Dana-Spicer D2000 - 20,000 lb. front axle, Dana-Spicer DS405P - 40,000 lbs. tandem rear axle,
Hendrickson HN402 40,000lb. suspension, Wabco System Saver air dryer, 80 gallon fuel tank, 10 gallon DEF tank
tires: front - 11R 22.5 - 16 ply - Bridgestone R250ED - 22.5" x 8.25" disc wheels
rear - 11R 22.5 - 16 ply - Bridgestone M843, 22.5" x 8.25" disc wheels

Cost:		\$181,534.
	Specification Adjustments for the City of Clermont	
	Change ISX engine to ISL 380 horsepower (deduct)	- 9,896
	Add Ridewell RDS 209 rear steer suspension (46,000 lbs capacity), with ATC (automatic traction control) (includes 12Rx22.5 tires on drive axle and 425R x 22.5 on tag axle)	+ 3,906
	Change to right side steering only with electric Moto-Mirrors	+ 2,110
	Add 12 volt assist pump	+ 630
	Change to electric roll down windows	+ 1,008
	Change front tires to 315/80Rx22.5" Bridgestone M860 - 20 ply	+ 706
Subtotal:		\$ 179,998
DEDUCT:	Freight credit to Wayne (Cedar Falls, Iowa)	(2,325)
Chassis Total:		\$ 177,673

BASE BID SPECIFICATIONS

Wayne Curbtender 27 cu.yd. automated side loader including the following: front pump system under cab, Dual controls (joystick and 3-rocker switches), Co-Ordinator one touch dumping option, LED lights with LED strobes on tailgate, manual hopper cover, hopper clean-out tool, dual color camera system (backup and hopper), white paint steel upgrade package (10 gauge 80K body sides, 3/8" AR450 hopper floor with liner, 1/4" AR450 hopper sides)

Cost:		\$ 114,125.
	Specification Adjustments for the City of Clermont	
	Add auto-lube system for lifting arm	+ 3,300
	Add Chevron Clarity biodegradable hydraulic oil	+ 1,000
Subtotal:		\$ 118,425
SUBTOTAL:	Chassis \$177,673 + Body \$118,425	\$ 296,098
	LESS: Additional factory discount (Crane Carrier - deduct \$4000)	- 4,000
TOTAL		\$ 292,098

Delivery: 150 to 180 days

NOTE: All specifications are identical to the two units currently on order

Respectfully,

Robert Barton

BID AWARD ANNOUNCEMENT

14-12-0904

Effective Dates:
October 3, 2014– September 30, 2015

**Cab & Chassis Trucks
& Other Fleet Equipment**

***Participating Sheriffs Offices & Local Governmental
Agencies of the State of Florida***

Coordinated By

**The
Florida Sheriffs Association
& Florida Association of Counties**



MEMO



FLORIDA SHERIFFS ASSOCIATION

P. O. Box 12519 • Tallahassee, FL 32317-2519

PHONE (850) 877-2165 • FAX (850) 878-8665

WEB SITE: www.flsheriffs.org

DATE: October 3, 2014

TO: **ALL PROSPECTIVE PARTICIPANTS**

FROM:	Steve Casey	Becky Keillor	Peggy Goff	Drew Terpak
	Executive Director	Bid Coordinator	Assistant Executive Director	Business Operations Manager

RE: **Cab & Chassis Trucks
& Other Fleet Equipment
BID NO.: 14-12-0904**

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 12th statewide competitive bid for vehicles which includes trucks, backhoes, motorgraders, agriculture type tractors, skid steer loaders, street sweepers, generators, and light towers. **This contract is effective beginning October 3, 2014 through September 30, 2015, as long as vehicles are available through fleet.**

Bids will be extended and guaranteed to any and all units of local governments and political subdivisions including, but not limited to, county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at dterpak@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

ORDERING INSTRUCTIONS

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. 14-12-0904**. They will assist you with the placement of your order and answer any questions you may have regarding the

vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).**

Agencies ordering a FORD, GENERAL MOTORS, CHRYSLER, or TOYOTA product, please be advised that you must use the appropriate FIN CODE/FAN CODE for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN CODE/FAN CODE as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	Type Code	FSA Code	Fleet Center Contact Numbers	
FORD	FIN CODE	QE065	1-800-34-FLEET	(1-800-343-5338)
GENERAL MOTORS	FAN CODE	917872	1-800-FLEET OP	(1-800-353-3867)
CHRYSLER	FAN CODE	49313	1-800-999-FLEET	(1-800-999-3533)
TOYOTA	FIN CODE	GE159	1-800-732-2798	

2. **YOU MUST send a copy of the original purchase order (including FSA's Contract No. 14-12-0904) submitted to the participating dealer by mail or electronically to:**

Florida Sheriffs Association
P. O. Box 12519
Tallahassee, Florida 32317-2519
ATTN: Becky Keillor, Cooperative Bid Coordinator
bkeillor@flsheriffs.org

3. **Basic information required on all purchase orders** is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. **NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.**

Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

4. Agencies which elect to purchase from this contract will incur the following administrative fees:
- **Cab & Chassis Trucks & Other Fleet Equipment** – Dealers have included a three-quarter of one percent (.075) administrative fee in the base price and all add options that are listed. The three quarters of one percent (.075) will also be included in any additional equipment (add options) the dealers quote to the governmental agencies.
5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at dterpak@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.
6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific dealer. Superscripts will be a number between 1 and 4, and will correspond as follows:

- 1 = Western zone dealer
- 2 = Northern zone dealer

- 3 = Central zone dealer
- 4 = Southern zone dealer

If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numerical number that applies to their awarded zones. For example, if a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a “2” superscript.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to allow for an upgrade or downgrade to a manufacturer’s model with a slightly different engine size or horsepower, and as such, will not be made available for purchase separate from the base vehicle.

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Spec #40 - Telescopic Excavator, Track Type - 45,000LB. Operating Weight	1070
Spec #40 - Awarded Dealers.....	1069
Gradall 4200 III	1072
Spec #41 - Telescopic Excavator, Wheeled 6x6 - 47,000LB, Operating Weight	1076
Spec #41 - Awarded Dealers.....	1075
Gradall XL 4100 IV	1078
Spec #42 - Compaction Vibratory Roller (Single Drum) 30,000LB.	1082
Spec #42 - Awarded Dealers.....	1081
Bomag BW177D 50	1083
Hamm H11i.....	1086
Caterpillar CS44	1089
Sakai SV540	1092
Volvo SD-75.....	1095
Spec #43 - 47" Small Double Drum Roller - 5,400LB.....	1099
Spec #43 - Awarded Dealers.....	1098
Caterpillar CB24B	1100
Bomag BW120AD-4	1103

Wacker Neuson RD 27-120.....	1106
Hamm HD 12 VV	1109
Volvo DD25B	1112
Spec #44 - 79" Large Double Drum Roller - 22,000LB. Minimum Operating Weight.....	1116
Spec #44 - Awarded Dealers.....	1115
Bomag BW190AD-4 HF.....	1117
Caterpillar CB544XW.....	1120
Sakai SW880	1123
Volvo DD120B	1126
Spec #45 - Trailer Mounted Sewer Cleaner	1130
Spec #45 - Awarded Dealers.....	1129
Pipe Hunter 76418.....	1132
Obrien 7018-SC	1135
Spec #46 - Vacuum Excavator - Trailer Mounted - 14,000LB GVWR.....	1139
Spec # 46 - Awarded Dealers.....	1138
Pipe Hunter (Vac Hunter)	1141
Vermeer LP 833DT	1144
X-Vac X800.....	1148
Spec #47 - 10 Cu. Yd. Combination Sewer Cleaning/Vacuuming Machine.....	1152
Spec #47 - Awarded Dealers.....	1151
Aquatech B-10	1154
Super Products Camel 200.....	1157
Vacall AJV 1010	1160
Vac-Con 11 Yard	1163
Vactor 2100 Plus	1166
Spec #48 - 3 Wheel Mechanical Broom Street Sweeper	1170
Spec #48 - Awarded Dealers.....	1169
Elgin Pelican	1172
Global M3.....	1175
Spec #49 - Cabover Mechanical Broom Street Sweeper	1179
Spec #49 - Awarded Dealers.....	1178
Elgin Eagle.....	1181
Global Python 2500	1185
Schwarze M6 Avalanche	1189
Stewart-Amos Starfire S-5	1193
Wayne Gladiator	1197
Spec #50 - Regenerative Air Street Sweeper.....	1202
Spec #50 - Awarded Dealers.....	1201
Eglin Crosswind (J Plus).....	1204
Johnston RT655	1208
Schwarze A7 Tornado	1212
Stewart-Amos Galaxy R-8	1217
Tymco 600	1221
Spec #51 - Self Propelled Hydrostatic Broom - Center Slung.....	1227
Spec #51 - Awarded Dealers.....	1226
Superior Broom DT80CT	1228
Blaw-Knox CB-90	1230
Broce 350.....	1232
Spec #52 - 7'x16' Enclosed Cargo Trailer - 7,000LB GVWR	1235
Spec #52 - Awarded Dealers.....	1234
United U-71LTA35-8.5.....	1237
All Pro Trailer 716TA	1240
Wells Cargo CW1622-102	1243

Spec #53 - 8'6x25' Deck Over Flatbed Trailer - 16,000LB GVWR	1249
Spec #53 - Awarded Dealers.....	1247
Big Tex 22PH255.....	1251
Eager Beaver B8-DOW	1254
Felling Trailers FT-16-2	1257
Interstate 16BST	1260
Texas Trailer TX85258T	1264
Towmaster C-16	1268
Trail King TK20	1271
Spec #54 - 14,000LB. GVWR Pull Behind Dump Trailer.....	1275
Spec #54 - Awarded Dealers.....	1274
Big Tex 14LX	1276
Felling FT-12DT-HD	1279
Towmaster T-HD12	1282
Spec #55 - 48' Waste Trailer with Walking Floor	1286
Spec #55 - Awarded Dealers.....	1285
East Manufacture East Transfer Trailer.....	1288
Travis Classic Walking Floor Trailer	1291
Mac Trailer TNSP48MF	1294
Spec #56 - Articulated Off Road Dump Truck - 50,000LB Payload Capacity	1298
Spec #56 - Awarded Dealers.....	1297
Komatsu HM300-3.....	1300
Caterpillar 725	1303
John Deere 250D II.....	1306
Volvo A25G.....	1309
Spec #57 - 80,000LB. Landfill Compactor	1313
Spec #57 - Awarded Dealers.....	1312
Bomag BC772RB-2	1315
Caterpillar 826	1318
Spec #58 - Brush Chipper - Trailer Mounted	1322
Spec #58 - Awarded Dealers.....	1321
Morbark M15R	1324
Vermeer BC1500	1327
Spec #59 - Cushion Tire Lift Truck - 4,000LB Capacity	1331
Spec #59 - Awarded Dealers.....	1330
Toyota 8FGCU20.....	1332
Mitsubishi FG20	1335
Caterpillar 2CC4000	1338
Nissan Unicarriers CFS40	1341
Spec #60 - Scissor Lift - Self Propelled	1345
Spec #60 - Awarded Dealers.....	1344
Genie GS-1930	1346
JLG 1930 ES	1348
Haulotte Optimum 1930 E	1350
Spec #61 - Light Tower - Trailer Mounted	1353
Spec #61 - Awarded Dealers.....	1352
Wacker Neuson LTN 6L	1355
Multiquip MLTDA7	1357
Spec #62 - 125KW Generator Package	1361
Spec #62 - Awarded Dealers.....	1359
Generac SD130	1363
Blue Star Power Systems JD125-02	1368
Caterpillar D125	1373

Tradewinds TP125.....	1378
Wacker G150.....	1384
Spec #63 - 150KW Mobile Generator Package.....	1390
Spec #63 - Awarded Dealers.....	1388
Multiquip DCA180SSCU.....	1392
Generac MMG 175	1395
Magnum MMG175.....	1399
Blue Star Power Systems JD150-01 Trailer.....	1403
Tradewinds TP150.....	1407
Wacker G180.....	1412
Spec #64 - AMP Automatic Transfer Switch	1417
Spec #64 - Awarded Dealers.....	1416
ASCO Series 300	1419
Caterpillar CTG Series.....	1423
GE Zenith ZTG600	1427
Generac GTS600.....	1431
Tradewinds TT600.....	1435
Spec #65 - 6 inch Mobile Pump Package.....	1441
Spec #65 - Awarded Dealers.....	1440
Godwin CD150M	1443
Holland FSPT6TPC	1449
Thompson 6JSCEN-DJDST-45T-M	1455
Tradewinds TPK064750	1460



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriff's Association Contract to Purchase Refuse Trucks

CONTACT INFORMATION: Freddy Suarez, MPA, CPPB Purchasing Manager EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7386	RFI No. 1504-001	ISSUED DATE: April 9, 2015
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>April 17, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	
SOLICITATION RESPONSE: Responses will be received until the response due date specified above or as otherwise amended. No late responses will be accepted. Responses may be submitted electronically to the Purchasing Manager by email. Hardcopy responses may be delivered to: City of Clermont Purchasing Division, 685 West Montrose Street, 2 nd Floor, Clermont, FL 34711.		

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Division will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limit. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

- (a) Contract Number & Title: 14-12-0904, Cab & Chassis & Other Fleet Equipment.
- (b) Contractor(s): Container Systems & Equipment Co., Inc.
- (c) Length of Contract: Expires September 30, 2015.
- (d) City Department(s): Environmental Services.
- (e) Product or Service Provided: The City of Clermont is planning to purchase one (1) new 2015 Crane Carrier Chassis Model LET2, specification #15 (60,000 lb. GVWR Cab & Chassis – 4x6 Tandem Axle Refuse Truck).

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Division by email or by mail prior to the "Response Due Date" indicated above to advise whether your company can provide any of the items/services listed.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the commodities described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Division and the Department requesting the supplies or services.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Bid Award		
Requested Action		
Motion to approve contract between the City of Clermont and JPR Universal Construction, LLC. to provide Pitt Street sidewalk improvements including all labor, material and equipment necessary to perform the work.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. The Public Works Department contacted the Purchasing Department to determine the most effective manner to contract a company to provide Pitt Street sidewalk improvements. The Purchasing Department issued a Request for Bid (RFB) number 15-015 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were five (5) responses to the RFB. Award is being recommended to responsive and responsible bidder JPR Universal Construction, LLC. at the total amount of \$123,950 who complied with all terms, conditions, and specifications stated in the RFB. A contingency of \$15,000 is being sought for changes that may occur during the construction process. The fiscal impact of \$138,950 includes contingency values.		
Additional Analysis		
Fiscal Impact Summary		
Contract cost is included in the current year budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Bid Tabulation	RFB 15-015 Response Tabulation.pdf
2.	Ad	RFB 15-015 Newspaper Advertisement.doc



RESPONSE TABULATION

RFB 15-015, PITT STREET SIDEWALK IMPROVEMENTS

DUE DATE/TIME: APRIL 2, 2015 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDUM 1	TOTAL LUMP SUM PRICE
JPR Universal Construction, LLC. – Clearwater, FL	Y	\$123,950.00
Traverse Group, Inc. – Clermont, FL	Y	\$135,549.32
CM Engineering Services Florida – Kissimmee, FL	N	\$141,925.00
Florida Safety Contractors, Inc. – Tampa, FL	N	\$146,722.00
Barracuda Building Corporation – Apopka, FL	Y	\$159,900.00

**** Addendum 1 was not a mandatory submittal with RFB response.**

REQUEST FOR BIDS

The City of Clermont is requesting bids from qualified respondents to provide Pitt Street Sidewalk Improvements for the Public Department (RFB 15-015). All responses must be received prior to **2:00 P.M. on Thursday, April 2, 2015**. Information may be obtained from the City's website at www.clermontfl.gov

Publication Date: Newspaper
March 10, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Interlocal Agreement		
Requested Action		
Move to approve the Interlocal Agreement with Lake County.		
Staff Report		
The current one-cent sales tax expires December 31, 2017. Lake County intends to place a 15 year extension on the November ballot, with the same funding split between Lake County, municipalities, and Lake County School Board. The Lake County Board of County Commissioners will consider the matter at a meeting in May to approve for advertising for adoption. Staff recommends approval of the Interlocal Agreement.		
Additional Analysis		
Fiscal Impact Summary		
The City receives approximately \$2,600,000 annually from this sales tax.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. One-Cent Sales Tax Interlocal	Dist of one cent sales tax.pdf	

**INTERLOCAL AGREEMENT
REGARDING
DISTRIBUTION OF LOCAL GOVERNMENT INFRASTRUCTURE SURTAX**

This Interlocal Agreement (“Agreement”) is made by and between Lake County, Florida (“Lake County”), a political subdivision of the State of Florida, the Cities of Tavares, Umatilla, Astatula, Eustis, Clermont, Groveland, Howey-in-the-Hills, Mascotte, Minneola, Mount Dora, Fruitland Park, Leesburg, Montverde and Lady Lake, collectively the (“Cities”), and The School Board of Lake County, Florida (“School Board”), a body corporate existing under the laws of the State of Florida, regarding the distribution of the Local Government Infrastructure Surtax.

WITNESSETH

WHEREAS, Section 212.055, Florida Statutes authorizes the Lake County Board of County Commissioners to levy a discretionary local government infrastructure sales surtax for purposes of funding infrastructure; and

WHEREAS, pursuant to Section 212.055(2), Florida Statutes, on June 9, 2015, or as soon thereafter as possible, Lake County intends to conduct a public hearing and adopt an Ordinance which would provide for the extension and levy of the one cent infrastructure sales surtax within the geographical boundaries of Lake County to take effect after approval by a majority of the electors of Lake County voting in a referendum on November 3, 2015, hereinafter the “Surtax”; and

WHEREAS, Chapter 163, Florida Statutes, Section 212.055(2)(c), Florida Statutes, and other applicable laws authorize this Agreement between Lake County, the Cities and the School Board regarding the distribution of the Surtax proceeds; and

WHEREAS, the Cities represent a majority of Lake County’s municipal population; and

WHEREAS, the parties deem it is in the best interest of the citizens of Lake County to extend the existing Surtax.

NOW THEREFORE, in consideration of the mutual covenants and promises between the parties to this Agreement and the mutual benefits that enure to the parties and to the public, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into and become a part of this Agreement.

2. **Municipalities.** In the event new municipalities are created within Lake County's geographical area, and unless otherwise provided by law, the parties hereby agree that such new municipalities will be permitted to join in this Agreement and participate, prorata, in the proceeds of the Surtax.

3. **Surtax Proceeds Distribution.** Upon Lake County's adoption of the Ordinance renewing the one cent Surtax for an additional period not to exceed fifteen (15) years and upon such Surtax being approved by the electors of Lake County at the November 3, 2015 referendum, the Surtax shall be distributed during the period from January 1, 2018 through December 31, 2032 as follows:

- a) The School Board shall receive disbursements equaling one-third (33.33%) of the net proceeds of the Surtax revenue per year.
- b) Lake County shall receive disbursements equaling one-third (33.33%) of the net proceeds of the Surtax revenue per year.
- c) The Cities combined shall receive disbursements equaling one-third (33.33%) of the net proceeds of the Surtax revenue per year to be divided among them based on population as set forth in Section 212.055(2)(c), Florida Statutes, and Section 218.62, Florida Statutes.

4. **Consent.** Lake County and the Cities consent to the distribution of the Surtax revenue to the School Board, as provided in Section 3 above.

5. **Surtax Collection.** Lake County, the School Board and the Cities shall receive the revenue of the Surtax monthly from the Department of Revenue and each shall retain all revenue in a separate account.

6. **Collection Reports and Inspection.** The parties agree to keep all Surtax revenue segregated from other funds and to maintain records showing the amount of revenue received and the expenditures of such revenues in accordance with this Agreement, Section 212.055(2), Florida Statutes, and the ballot language of the November 3, 2015 referendum. The parties shall have the right to review the records of each other as to the receipt, allocation and expenditure of the Surtax. All such inspections shall be made upon reasonable prior notice at a mutually agreeable time and place.

7. **Surtax Use.** Lake County, the Cities and the School Board each certify to the others that revenue and interest thereon received from the Surtax shall be expended by that jurisdiction only as permitted by Section 212.055(2), Florida Statutes, the Ordinance and the ballot language of the November 3, 2015 referendum. Lake County, the Cities and the School

Board further certify that the revenue received pursuant to this Agreement shall be used to supplement funds currently budgeted for infrastructure.

8. Sales Surtax Oversight Advisory Committee. Lake County has established the Sales Surtax Oversight Advisory Committee under Section 2-90.42 through 2-90.46, Lake County Code. The parties hereby agree that the Sales Surtax Oversight Advisory Committee shall be continued for the purposes of reviewing the expenditures of the revenue generated by the renewed sales tax to ensure the revenue is being used for the purposes specified. The School Board shall agree to continue to appoint two (2) members to the Lake County Sales Surtax Oversight Advisory Committee. The Lake County League of Cities shall continue to appoint two (2) members to the Committee, and that the Constitutional Officers, up to three (3), will be invited and encouraged to become members of the Sales Surtax Oversight Advisory Committee. The members designated by the School Board and the League of Cities shall be submitted to the Lake County Board of County Commissioners which shall, as a ministerial duty, appoint such persons to the Sales Surtax Oversight Advisory Committee. The parties hereto agree to cooperate with, aid and assist the Sales Surtax Oversight Advisory Committee to the extent reasonably possible.

9. Authority. Lake County, the Cities and the School Board, each to the other, warrant and represent that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of their respective governments and that this Agreement has been otherwise executed and delivered by an authorized officer, as applicable.

11. Term. The term of this Agreement shall run from January 1, 2018 through December 31, 2032. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate upon receipt by and expenditure by each jurisdiction of its final distribution of the revenue of the Surtax pursuant to Section 3 above. Additionally, this Agreement shall be automatically terminated if the Lake County voters fail to approve the Surtax extension on November 3, 2015.

12. Effective Date. This Agreement shall take effect upon the date the last party executes the same ("Effective Date").

13. Referendum. This Agreement is contingent upon approval of the Surtax by the electorate at a Referendum to be held on November 3, 2015.

14. Governing Law. This Agreement shall be governed by the laws of the State of Florida. All legal actions to enforce this Agreement shall be held in Lake County. No remedy conferred in this Agreement is intended to be exclusive of any other remedy, at law or in equity

or by statute or otherwise. No excuse or failure to exercise, by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. This Agreement shall be construed equally against each party in recognition of the fact that each has had the opportunity of review and participation, by their respective counsel, in the preparation of this Agreement.

15. Entire Agreement. This Agreement sets forth the entire Agreement between the parties. There are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be modified, superceded or otherwise altered except by written agreement by all the parties.

16. Survivability. If any item or provision of this Agreement, or the application thereof to any persons or circumstances shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms of provision shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

17. Notices. All notices required under this Agreement shall be delivered by U.S. mail or hand delivered to the following offices:

Lake County
Office of the County Manager
315 West Main Street
P.O. Box 7800
Tavares, FL 32778-7800

School Board
Superintendent of Schools
201 W. Burleigh Boulevard
Tavares, Florida 32778

City of Tavares
City Administrator
P. O. Box 1068
Tavares, Florida 32778

City of Umatilla
City Manager
P. O. Box 2286
Umatilla, Florida 32784

Town of Astatula
Town Administrator
25009 C.R. 561
Astatula, Florida 34705

City of Eustis
City Manager
P. O. Drawer 68
Eustis, Florida 32727-0068

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

City of Groveland
City Manager
156 S. Lake Avenue
Groveland, Florida 34736-2597

City of Minneola
Mayor
P. O. Box 678
Minneola, Florida 34755

City of Mount Dora
City Manager
P. O. Box 176
Mount Dora, Florida 32757

City of Fruitland Park
City Manager
506 W. Berckman Street
Fruitland Park, Florida 34731

City of Leesburg
City Manager
P. O. Box 490630
Leesburg, Florida 34748-0630

Town of Lady Lake
Town Manager
409 Fennell Boulevard
Lady Lake, Florida 32159

Town of Montverde
Town Clerk
P. O. Box 560008
Montverde, Florida 34756

Town of Howey-in-the-Hills
Town Mayor
101 N. Palm Avenue
Howey-in-the-Hills, Florida 34737

City of Mascotte
City Manager
100 East Myers Boulevard
Mascotte, Florida 34753

18. Counterparts. This Agreement may be executed in counterparts to expedite its implementation and Effective Date.

19. Filing. This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Lake County as provided by Section 163.01(11), Florida Statutes, and with the Florida Department of Revenue.

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IN WITNESS WHEREOF, Lake County, the Cities of Tavares, Umatilla, Astatula, Eustis, Clermont, Groveland, Minneola, Mount Dora, Fruitland Park, Leesburg, Montverde, Mascotte, Howey-in-the-Hills, and Lady Lake and the School Board have caused this Agreement to be duly executed through their authorized representation, on their respective date set forth below.

ATTEST:

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS

Neil Kelly, Clerk of the
Board of County Commissioners

Jimmy Conner, Chairman

This _____ day of _____, 2015.

Approved as to Form and Legality:

Sanford A. Minkoff
County Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

TOWN OF ASTATULA

Town Clerk

Print name: _____

This ____ day of _____, 2015.

Approved as to Form and Legality:

Town Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

CITY OF CLERMONT

City Clerk

Print name: _____

This ____ day of _____, 2015.

Approved as to Form and Legality:

City Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

CITY OF EUSTIS

City Clerk

Print name: _____

This ____ day of _____, 2015.

Approved as to Form and Legality:

City Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

CITY OF FRUITLAND PARK

City Clerk

Print name: _____

This ____ day of _____, 2015.

Approved as to Form and Legality:

City Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

CITY OF GROVELAND

City Clerk

Print name: _____

This ____ day of _____, 2015.

Approved as to Form and Legality:

City Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

CITY OF LEESBURG

City Clerk

Print name: _____

This ____ day of _____, 2015.

Approved as to Form and Legality:

City Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

CITY OF MASCOTTE

City Clerk

Print name: _____

This ____ day of _____, 2015.

Approved as to Form and Legality:

City Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

CITY OF MINNEOLA

City Clerk

Print name: _____

This ____ day of _____, 2015.

Approved as to Form and Legality:

City Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

CITY OF MOUNT DORA

City Clerk

Print name: _____

This ____ day of _____, 2015.

Approved as to Form and Legality:

City Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

CITY OF TAVARES

City Clerk

Print name: _____

This ____ day of _____, 2015.

Approved as to Form and Legality:

City Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

CITY OF UMATILLA

City Clerk

Print name: _____

This ____ day of _____, 2015.

Approved as to Form and Legality:

City Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

TOWN OF HOWEY-IN-THE-HILLS

Town Clerk

Print name: _____

This ____ day of _____, 2015.

Approved as to Form and Legality:

Town Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

TOWN OF LADY LAKE

Town Clerk

Print name: _____

This ____ day of _____, 2015.

Approved as to Form and Legality:

Town Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

TOWN OF MONTVERDE

Town Clerk

Print name: _____

This ____ day of _____, 2015.

Approved as to Form and Legality:

Town Attorney

Interlocal Agreement between the County, The School Board, and the Municipalities for Distribution of the Infrastructure Sales Surtax

ATTEST:

SCHOOL BOARD OF LAKE COUNTY

Dr. Susan Moxley
Superintendent

Debbie Stivender, Chairman

This ____ day of _____, 2015.

Approved as to Form and Legality:

School Board Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-13; <i>Final</i> Plaza Collina		
Requested Action		
Move to approve Ordinance 2015-13.		
Staff Report		
This request was originally scheduled to be heard in March. This administrative request is being heard concurrently with requests for a Large Scale Comprehensive Plan Amendment and a Conditional Use Permit (CUP) for a Planned Unit Development (PUD). The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on February 14, 2006. The property is currently vacant, but will be receiving water and sewer services from the City when developed. The property is approximately 142 acres. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Master Planned Development. The request for a CUP for a PUD will incorporate entitlements for the development secured under the existing Lake County PUD and the Development of Regional Impact (DRI) development order. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Annual revenue increase to the City is anticipated to be approximately \$41,800.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ANN ORD 2015-13.doc	
2. Maps	Plaza Collina Maps.pdf	
3. Utility agreement	Plaza Collina Utility Agreement.pdf	
4. Legal ad	ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property that includes a Notice of Encumbrance to annex, dated February 14, 2006; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property, to-wit:

Legal Description

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

Commence at the northwest corner of said section 25, as the point of beginning; thence run south 89°23'23" east, along the north line thereof, 2690.33 feet to the north ¼ of said section 25; thence run south 89°22'05" east, continuing along said north line, 50.07 feet to a barbed wire fence line; thence run north 79°9'30" east, along said fence line, 434.24 feet; thence run north 79°05'06" east, 556.22 feet to a non-tangent curve concave to the south; thence run easterly along said curve having a central angle of 8°45'53", a radius of 1861.14 feet, an arc length of 284.70 feet, a chord bearing of north 86°42'10" east and a chord distance of 284.43 feet; thence

CITY OF CLERMONT
ORDINANCE No. 2015-13

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

Containing 141.895 acres, more or less

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

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

CITY OF CLERMONT
ORDINANCE No. 2015-13

SECTION 4.

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

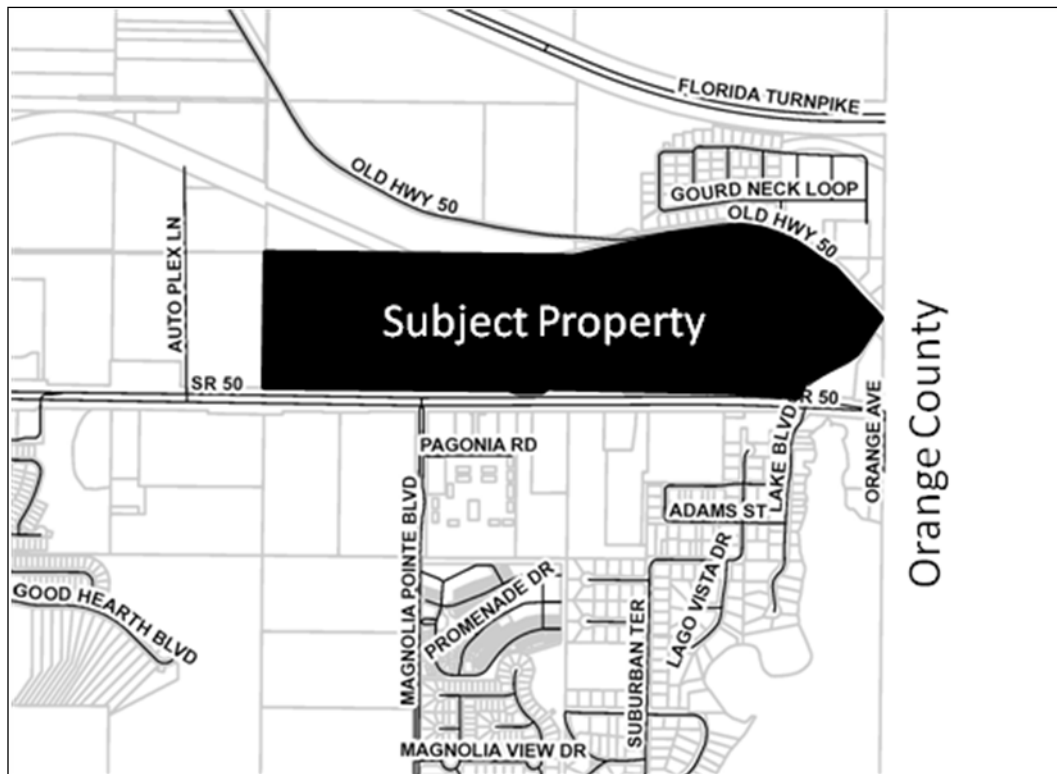
SECTION 5.

This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-13

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Dan Mantzaris, City Attorney

Exhibit - Location Map Plaza Collina

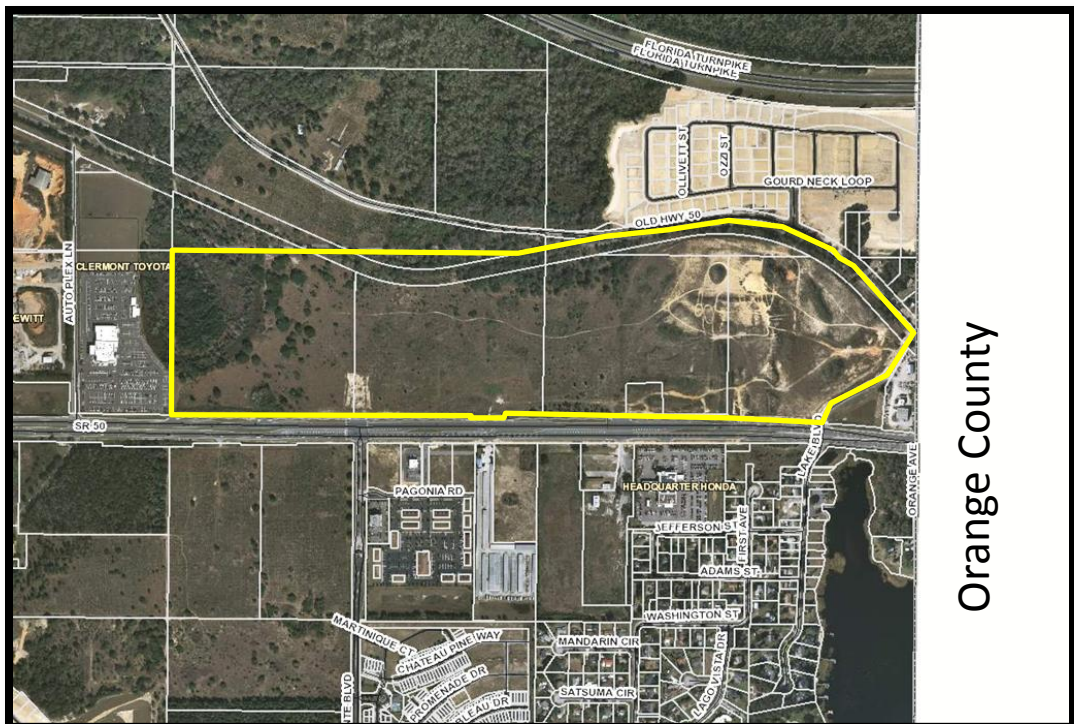
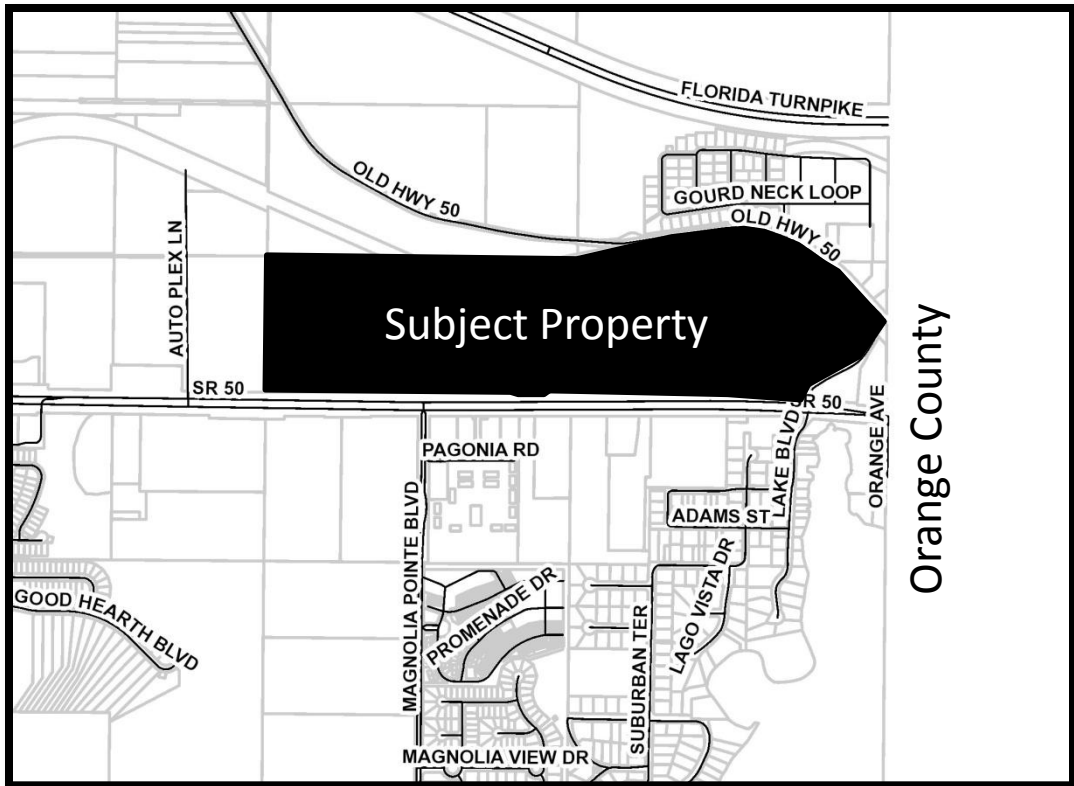


Exhibit – Future Land Use Plaza Collina

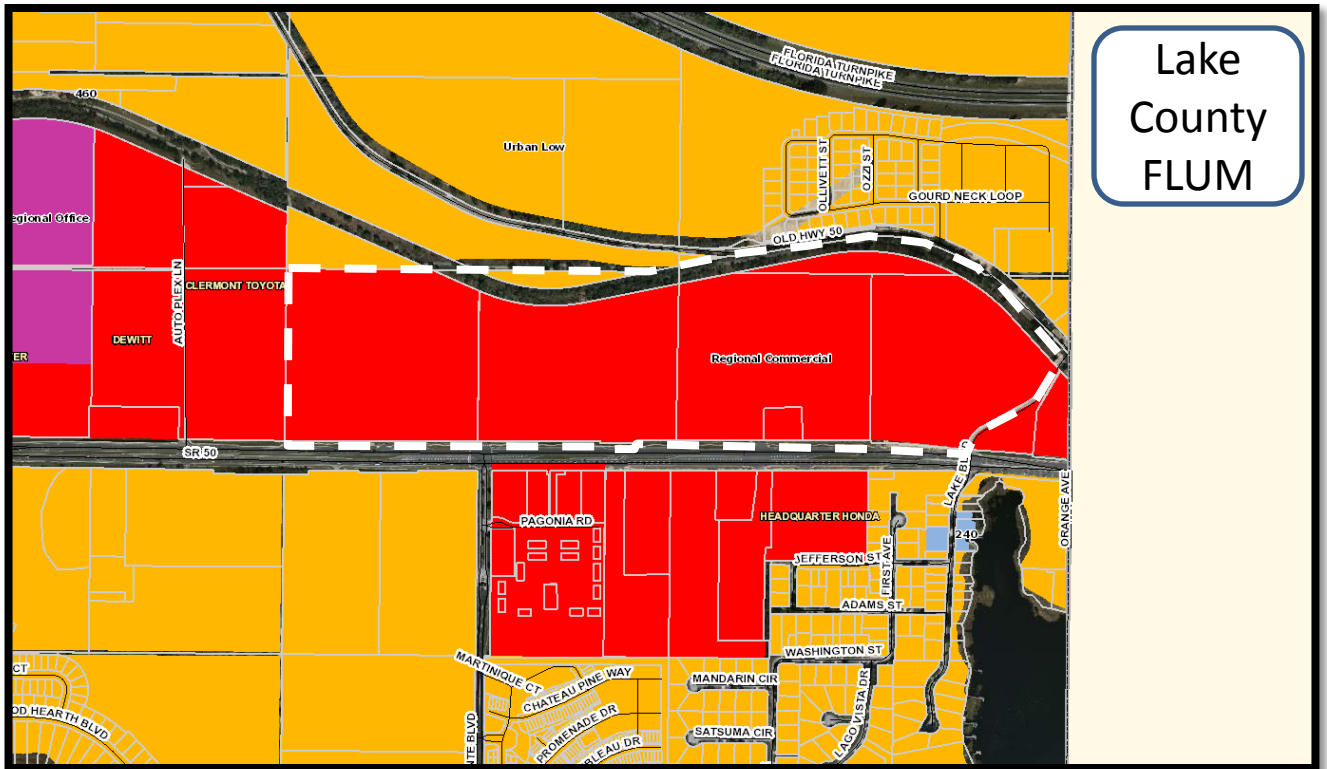
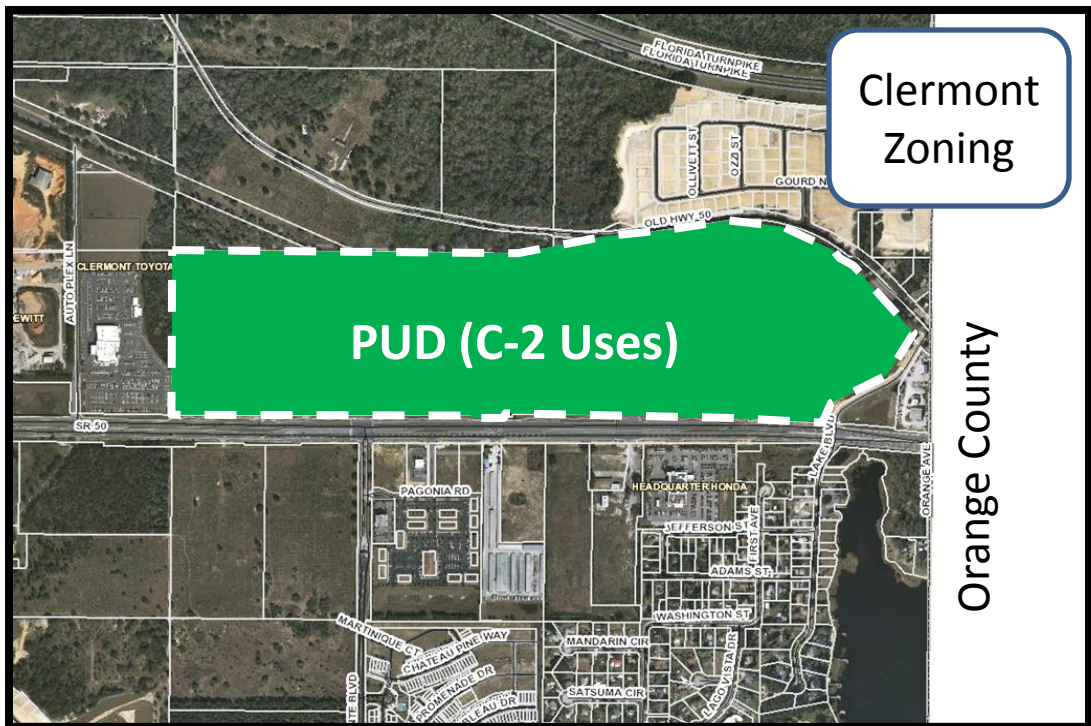


Exhibit – Zoning Plaza Collina



WATER AND SEWER UTILITIES AGREEMENT
LAKE COUNTY GATEWAY, LLC

COPY

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

WITNESSETH

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

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

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

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

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

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

Section 2. Water/Sewer Services.

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

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

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

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

Section 3. Development Standards.

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

Section 4. Annexation.

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

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

Section 5. Water and Sewer Improvements.

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

Section 6. Compliance with City Laws and Regulations.

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

Section 7. Due Diligence.

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

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

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

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

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

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

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

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

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

CITY:

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

With copy to:

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

OWNER:

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

With a copy to:

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

[Signature blocks appear on following page.]

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

CITY:

CITY OF CLERMONT, a Florida municipal corporation

Attest:

Tracy Ackroyd
Tracy Ackroyd, City Clerk

By:

Harold Turville, Jr
Its: Mayor

OWNER:

LAKE COUNTY GATEWAY, LLC, a Florida limited liability company

Witnesses:

Kimberly Ross
Name: Kimberly Ross

Raquel Sealey
Name: Raquel Sealey

By:

Tom A. Harb

Its:

Managing Member

STATE OF FLORIDA

COUNTY OF Orange

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

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

Colette L. Wharton
Notary Public

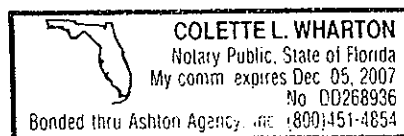


EXHIBIT "A"

Legal Description

BOUNDARY AND LEGAL SURVEY

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

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

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

Exhibit B

Notice of Encumbrance
to Annex to City of Clermont

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

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

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

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

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

BOUNDARY AND LEGAL SURVEY

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

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

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

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

PROPERTY OWNER(S):

1.

Signature

Type or print name

2.

Signature

Type or print name

STATE OF Florida

WITNESSES (Two required):

1.

Signature

Type or print name

1.

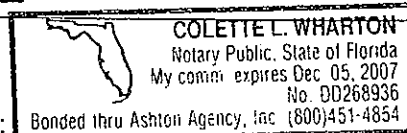
Signature

Type or print name

COUNTY OF Orange

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

SEAL:



Notary Public

Type/print name

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

FUND TITLE CERTIFICATE

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

Fund File Number: 12-2006-0779

Provided For: Page Law Firm LLC

Agent's File Reference: LAKE COUNTY GATEWAY

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

MORTGAGEE:

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

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

See Exhibit A attached.

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

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

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

Prepared this 3rd day of April, 2006.

Attorneys' Title Insurance Fund, Inc.

Prepared by: Debbie Miller

Typist: Debbie Miller

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

EXCEPTIONS

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

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

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

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

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

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

Proposed Purchaser/Mortgagor:

N/A

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

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

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

None

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

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

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

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

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

EXHIBIT A

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

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

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday March 24, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

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

LEGAL DESCRIPTION

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

Commence at the northwest corner of said section 25, as the point of beginning; thence run south 89°23'23" east, along the north line thereof, 2690.33 feet to the north ¼ of said section 25; thence run south 89°22'05" east, continuing along said north line, 50.07 feet to a barbed wire fence line; thence run north 79°09'30" east, along said fence line, 434.24 feet; thence run north 79°05'06" east, 556.22 feet to a non-tangent curve concave to the south; thence run easterly along said curve having a central angle of 80°45'53", a radius of 1861.14 feet, an arc length of 284.70 feet, a chord bearing of north 86°42'10" east and a chord distance of 284.43 feet; thence run south 88°54'54" east, 67.39 feet to a curve concave to the south; thence run easterly along said curve having a central angle of 130°57'05", a radius of 1045.00 feet, an arc length of 254.46 feet, a chord bearing of south 81°56'22" east and a chord distance of 253.83 feet to a compound curve concave to the southwest; thence run southeasterly along said curve having a central angle of 180°36'42", a radius of 1413.77 feet, an arc length of 459.24 feet, a chord bearing of south 65°39'28" east and a chord distance 457.23 feet to the aforesaid north line of section 25; thence run south 89°22'05" east, along said north line, 65.88 feet to the maintained west right of way of Old State Road 50, said line being a curve concave to the southwest; thence run southeasterly along said curve having a central angle of 60°35'39", a radius of 1378.71 feet, an arc length of 158.68 feet, a chord bearing of south 48°19'40" east and a chord distance of 158.59 feet; thence run south 45°01'50" east, continuing along said maintained right of way line, 585.49 feet to the west right of way line of Lake Boulevard; thence run the following six courses and distances along said west right of way line: south 31°37'11" west, 328.07 feet; thence run north 58°22'49" west, 5.00 feet to a non-tangent curve concave to the northwest; thence run southwesterly along said curve having a central angle of

29°47'54", a radius of 200.00 feet, an arc length of 104.02 feet, a chord bearing of south 46°31'08" west and a chord distance of 102.85 feet; thence run south 61°25'05" west, 366.55 feet to a curve concave to the east; thence run southerly along said curve having a central angle of 55°51'45", a radius of 180.00 feet, an arc length of 175.50 feet, a chord bearing of south 33°29'12" west and a chord distance of 168.63 feet; thence run south 21°26'18" west, 11.08 feet to the north right of way line of S.R. 50; thence run following three courses and distances along said north line: north 87°43'31" west, 50.79 feet; thence run north 84°25'41" west, 469.96 feet; thence run north 89°48'40" west, 4157.41 feet to the west line of aforesaid section 25; thence run north 0°43'31" east, along said west line, 1183.70 feet to the point of beginning.

Containing 141.895 acres, more or less

See Map Below

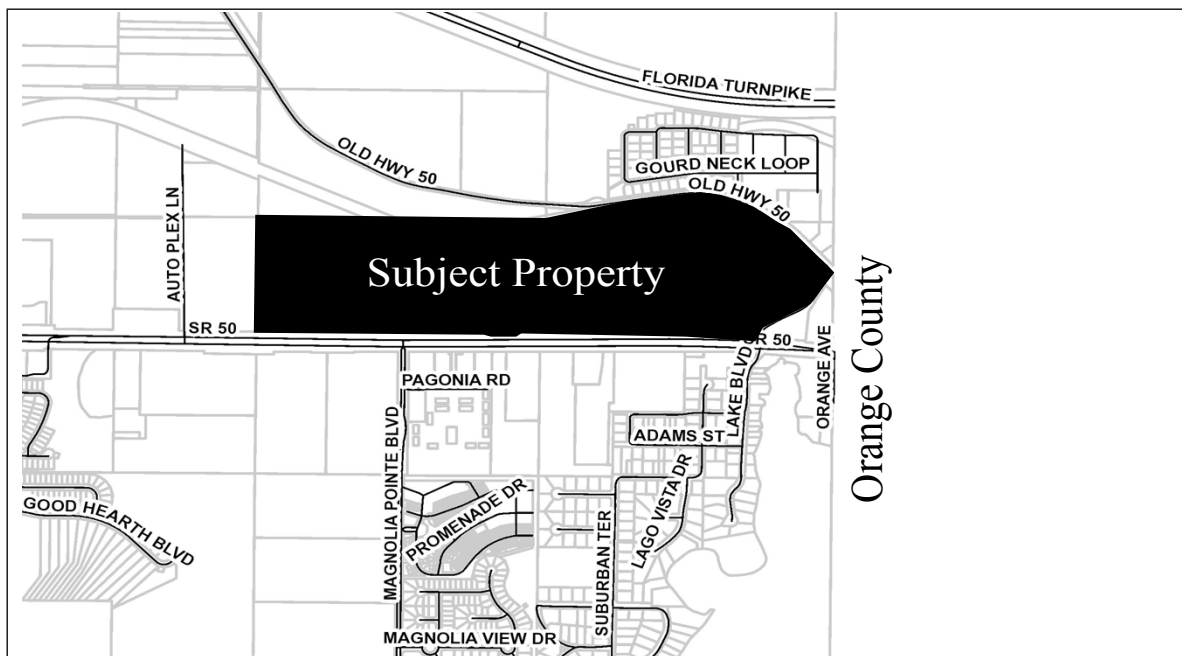
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 10 and 17, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, April 28, 2015	
Agenda Item Name	
Ordinance No. 2015-14; <i>Transmittal</i> Plaza Collina	
Requested Action	
Move to transmit Ordinance 2015-14.	
Staff Report	
This administrative request was originally scheduled to be heard by the City Council in March. This request is being heard concurrently with requests for annexation and a conditional use permit (CUP) for a planned unit development (PUD). The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on February 14, 2006. The property is currently vacant, but will be receiving water and sewer services from the City when developed. The property is approximately 142 acres. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Master Planned Development designation. The property, currently zoned Planned Commercial District in Lake County, will become Urban Estate upon annexation. A related request for a conditional use permit for a PUD will incorporate entitlements for the development secured under the existing Lake County PUD and the Development of Regional Impact (DRI) development order. The CUP for the PUD will rescind the DRI. Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in June. Staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Master Planned Development in the City. <i>At the Planning & Zoning Commission meeting April 7, 2015, Commissioner Cuqui Whitehead made a motion to recommend approval of the large-scale comprehensive plan amendment; seconded by Commissioner Carlos Solis. The vote was 4-2 in favor of approval of the large-scale comprehensive plan amendment, with Commissioners Tony Hubbard and Herb Smith opposing.</i>	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	CPA ORD 2015-14.doc	
2. Maps	Plaza Collina Maps.pdf	
3. Master Planned Development FLU	Master Planned Development FLU description.pdf	
4. Utility Agreement	Plaza Collina Utility Agreement.pdf	
5. Legal ad	CPA Ad Plaza Collina.docx	
6. P&Z minutes	P&Z minutes.pdf	

CITY OF CLERMONT
ORDINANCE No. 2015-14

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

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

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

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

CITY OF CLERMONT
ORDINANCE No. 2015-14

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

Containing 141.895 acres, more or less

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

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

Section 2.

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

CITY OF CLERMONT
ORDINANCE No. 2015-14

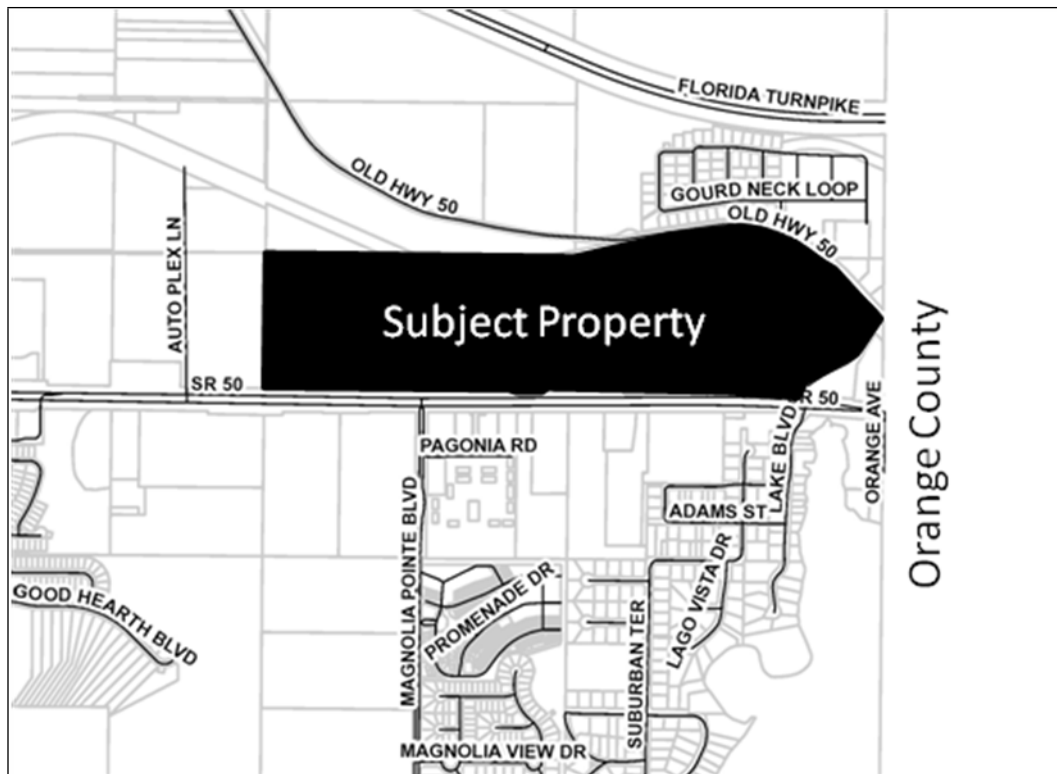
Section 3.

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

Section 4.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-14

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

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Plaza Collina

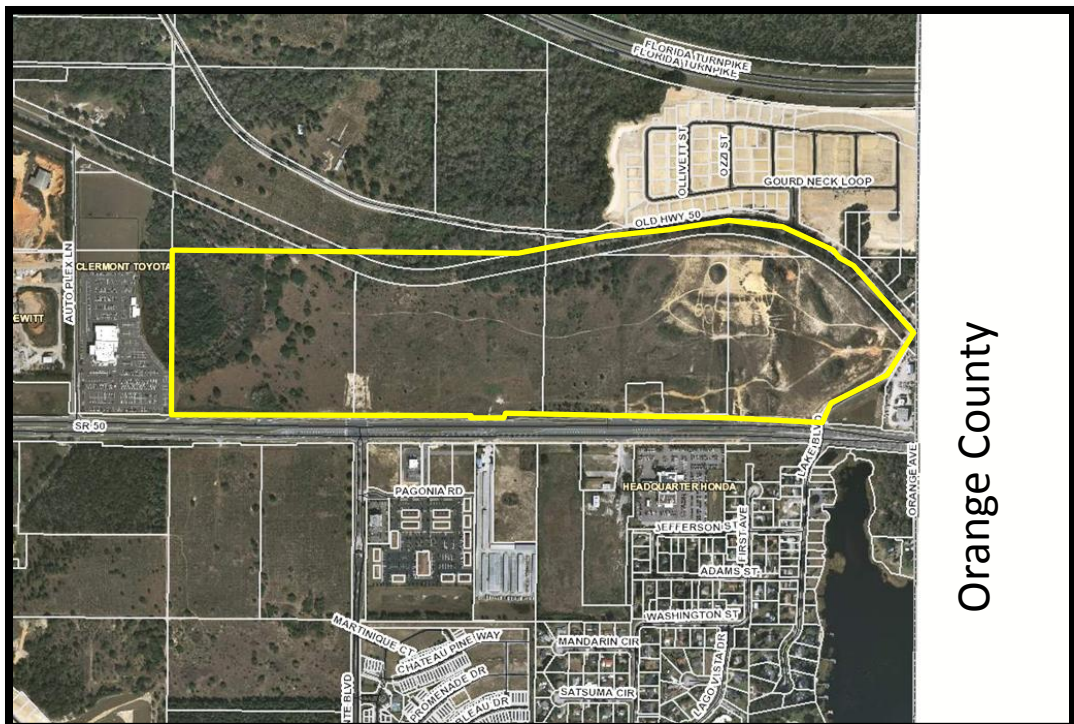
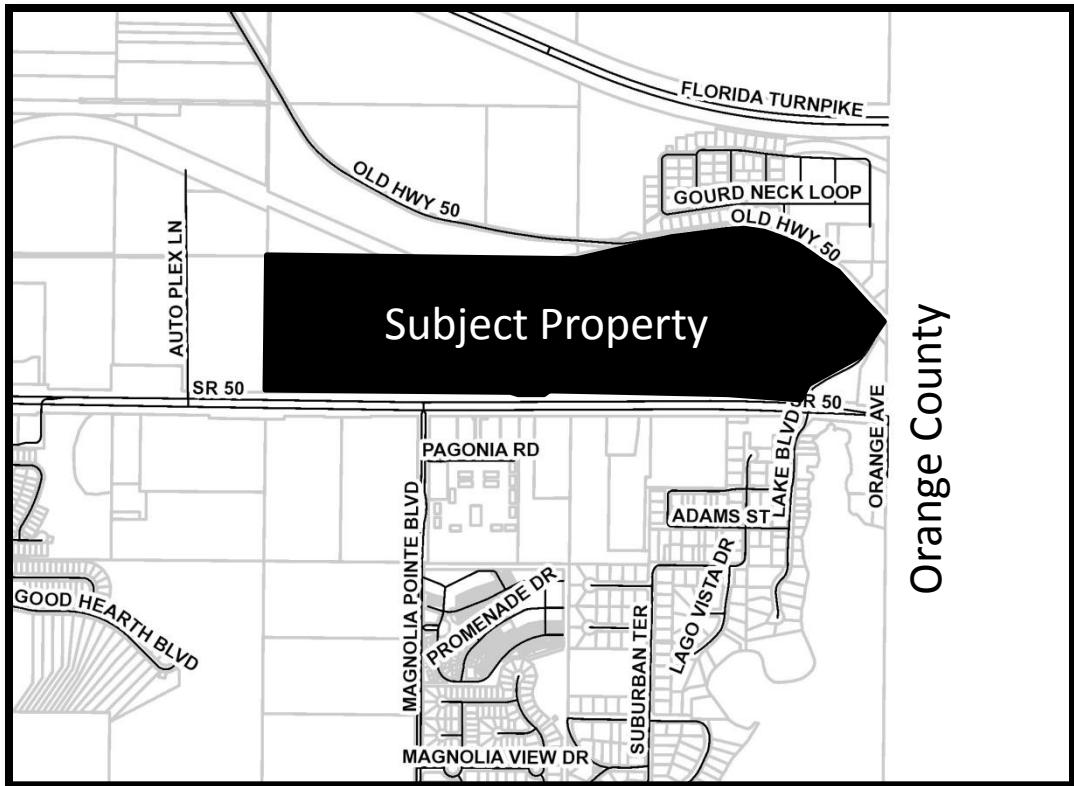


Exhibit – Future Land Use Plaza Collina

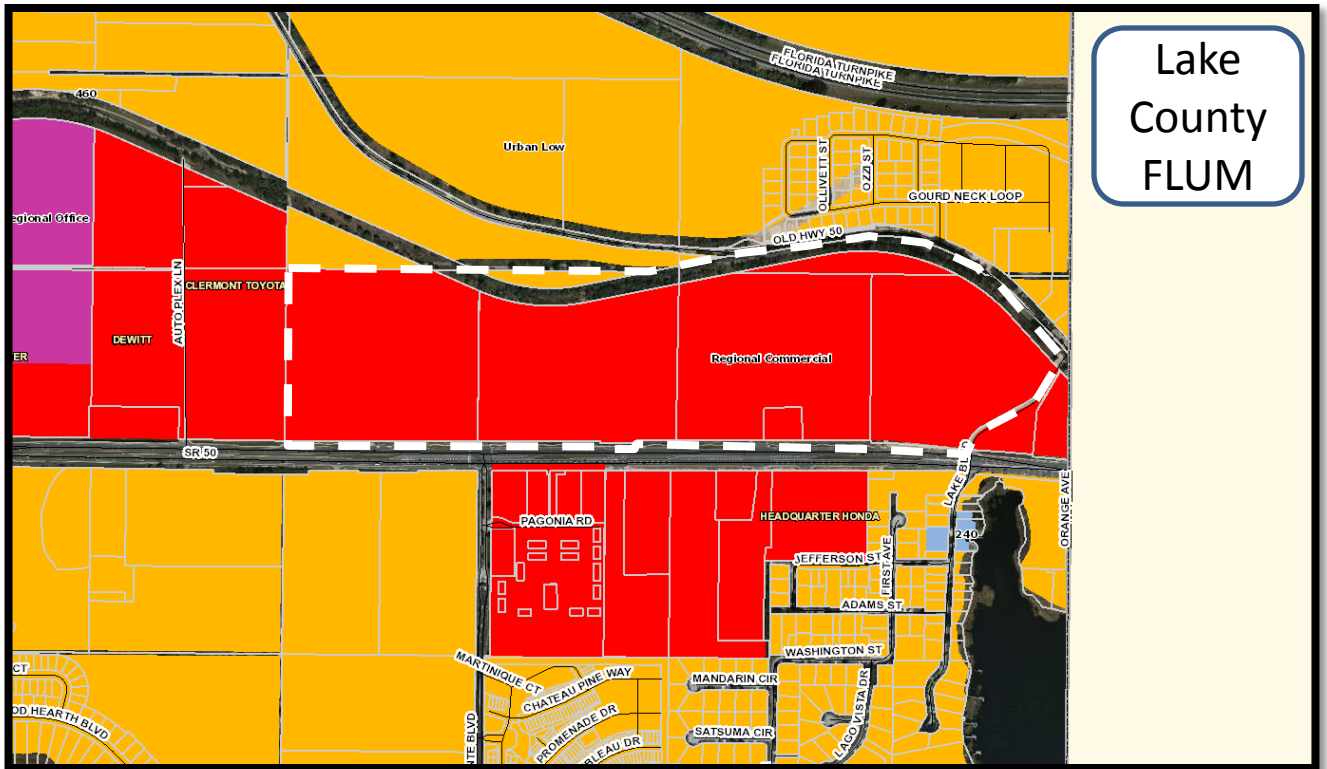
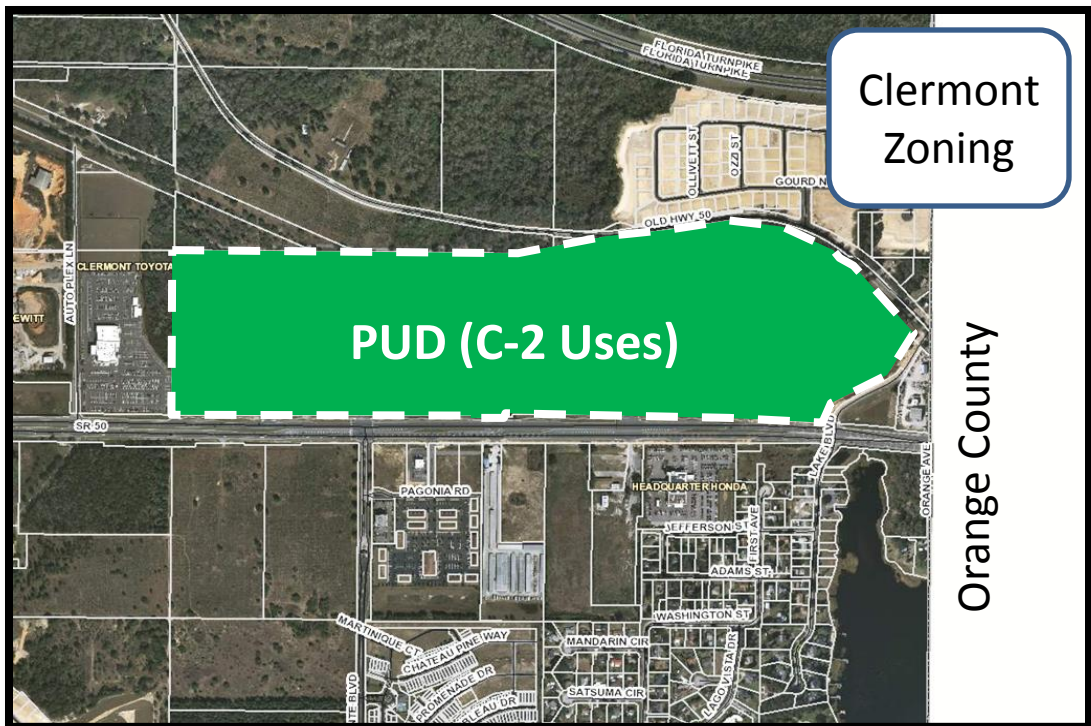


Exhibit – Zoning Plaza Collina



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

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

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

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

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

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

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

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

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

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

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

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

WATER AND SEWER UTILITIES AGREEMENT
LAKE COUNTY GATEWAY, LLC

COPY

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

WITNESSETH

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

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

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

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

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

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

Section 2. Water/Sewer Services.

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

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

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

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

Section 3. Development Standards.

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

Section 4. Annexation.

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

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

Section 5. Water and Sewer Improvements.

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

Section 6. Compliance with City Laws and Regulations.

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

Section 7. Due Diligence.

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

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

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

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

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

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

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

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

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

CITY:

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

With copy to:

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

OWNER:

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

With a copy to:

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

[Signature blocks appear on following page.]

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

CITY:

CITY OF CLERMONT, a Florida municipal corporation

Attest:

Tracy Ackroyd
Tracy Ackroyd, City Clerk

By:

Harold Turville, Jr
Its: Mayor

OWNER:

LAKE COUNTY GATEWAY, LLC, a Florida limited liability company

Witnesses:

Kimberly Ross
Name: Kimberly Ross

Raquel Sealey
Name: Raquel Sealey

By:

Tom A. Harb

Its: Managing Member

STATE OF FLORIDA

COUNTY OF Orange

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

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

Colette L. Wharton
Notary Public

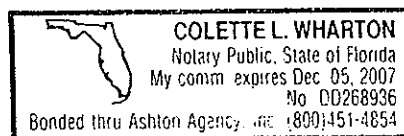


EXHIBIT "A"

Legal Description

BOUNDARY AND LEGAL SURVEY

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

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

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

Exhibit B

Notice of Encumbrance
to Annex to City of Clermont

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

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

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

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

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

BOUNDARY AND LEGAL SURVEY

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

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

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

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

PROPERTY OWNER(S):

1.

Signature

Type or print name

2.

Signature

Type or print name

STATE OF

Florida

WITNESSES (Two required):

1.

Signature

Kimberly A Ross

Type or print name

1.

Signature

Karen Castiel

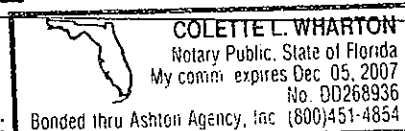
Type or print name

COUNTY OF

Orange

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

SEAL:



Notary Public

Colette L. Wharton

Type/print name

Colette L. Wharton

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

FUND TITLE CERTIFICATE

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

Fund File Number: 12-2006-0779

Provided For: Page Law Firm LLC

Agent's File Reference: LAKE COUNTY GATEWAY

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

MORTGAGEE:

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

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

See Exhibit A attached.

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

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

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

Prepared this 3rd day of April, 2006.

Attorneys' Title Insurance Fund, Inc.

Prepared by: Debbie Miller

Typist: Debbie Miller

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

EXCEPTIONS

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

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

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

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

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

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

Proposed Purchaser/Mortgagor:

N/A

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

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

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

None

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

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

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

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

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

EXHIBIT A

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

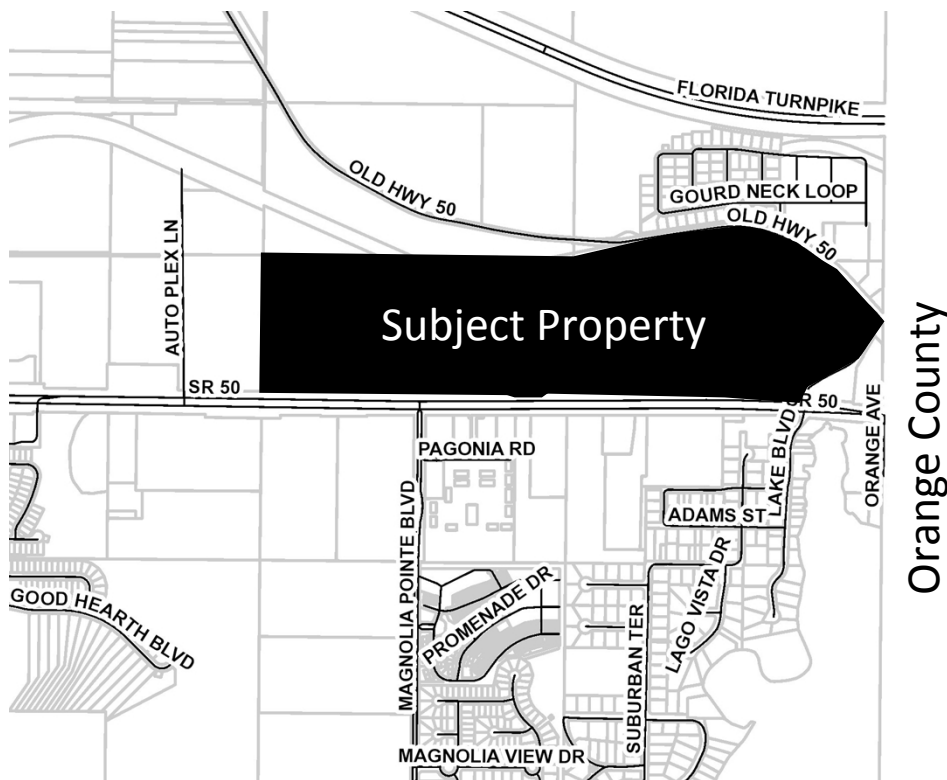
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, AS THE POINT OF BEGINNING; THENCE RUN S 89°23'23" E, ALONG THE NORTH LINE THEREOF, 2690.33 FEET TO THE NORTH 1/4 OF SAID SECTION 25; THENCE RUN S 89°22'05" E, CONTINUING ALONG SAID NORTH LINE, 50.07 FEET TO A BARBED WIRE FENCE LINE; THENCE RUN N 79°30' E, ALONG SAID FENCE LINE, 434.24 FEET; THENCE RUN N 79°05'06" E, 356.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°45'33", A RADIUS OF 1861.14 FEET, AN ARC LENGTH OF 284.70 FEET, A CHORD BEARING OF N 36°42'10" E AND A CHORD DISTANCE OF 284.43 FEET; THENCE RUN S 88°54'54" E, 67.39 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°57'05", A RADIUS OF 1045.00 FEET, AN ARC LENGTH OF 254.46 FEET, A CHORD BEARING OF S 81°56'22" E AND A CHORD DISTANCE OF 253.83 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°36'42", A RADIUS OF 1413.77 FEET, AN ARC LENGTH OF 459.24 FEET, A CHORD BEARING OF S 65°39'28" E AND A CHORD DISTANCE OF 457.23 FEET TO THE AFORESAID NORTH LINE OF SECTION 25; THENCE RUN S 89°22'05" E, ALONG SAID NORTH LINE, 65.83 FEET TO THE MAINTAINED WEST RIGHT OF WAY OF OLD STATE ROAD No. 50, SAID LINE BEING A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°35'39", A RADIUS OF 1378.71 FEET, AN ARC LENGTH OF 158.68 FEET, A CHORD BEARING OF S 48°19'40" E AND A CHORD DISTANCE OF 158.59 FEET; THENCE RUN S 45°1'50" E, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, 585.49 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE BOULEVARD; THENCE RUN THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE: S 31°37'11" W, 328.07 FEET; THENCE RUN N 53°22'49" W, 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 35°47'54", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 104.02 FEET, A CHORD BEARING OF S 46°31'08" W AND A CHORD DISTANCE OF 102.85 FEET; THENCE RUN S 61°25'05" W, 366.55 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 35°51'45", A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 175.50 FEET, A CHORD BEARING OF S 13°29'12" W AND A CHORD DISTANCE OF 168.63 FEET; THENCE RUN S 21°26'18" W, 11.08 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 50; THENCE RUN FOLLOWING THREE COURSES AND DISTANCES ALONG SAID NORTH LINE: N 87°43'31" W, 50.79 FEET; THENCE RUN N 84°25'41" W, 469.56 FEET; THENCE RUN N 89°48'40" W, 4157.41 FEET TO THE WEST LINE OF AFORESAID SECTION 25; THENCE RUN N 0°43'43" E, ALONG SAID WEST LINE, 1183.70 FEET TO THE POINT OF BEGINNING.

CITY OF CLERMONT

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

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

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



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

Ordinance #2015-14:

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

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
May 12, 2015

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PLANNING AND ZONING COMMISSION
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The meeting of the Planning & Zoning Commission was called to order Tuesday April 7, 2015 at 6:30 p.m. by Chairman Nick Jones. Other members present were Carlos Solis, Herb Smith, Judy Proli, Cuqui Whitehead, and Tony Hubbard. Also in attendance were Barbara Hollerand, Development Services Director, Curt Henschel, Planning Manager, John Kruse, Senior Planner, Jack Morgeson, City Attorney, Marivon Adams, Permit Tech, and Rae Chidlow, Planning Specialist.

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

REPORTS

Commissioner Whitehead stated that the Educational Foundation of Lake County allows teachers to post special projects that they want to do. She stated that you can go to the web site and donate towards the projects.

Chairman Jones stated that the Lion's Club has a Golf Tournament fundraiser on May 16, 2015. He stated that on April 24, 2015 the Symphony Orchestra will be performing their last performance of the season.

Commissioner Solis stated that his band has become the artist of the week in Long Island, NY. He stated that they are artist of the month for Smooth Jazz Florida. He stated that their single made number 5 on the charts.

Development Services Director Barbara Hollerand stated that the Special Planning and Zoning meeting will be held on Monday, April 27, 2015 at 6:00 p.m. She stated that Items 11 and 12 have been withdrawn from the April 7 agenda.

1. REQUEST FOR LARGE-SCALE COMP PLAN AMENDMENT

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

APPLICANT: Staff (Plaza Collina)

Planning Manager Curt Henschel presented the staff report as follows:

This administrative request was originally scheduled to be heard by the Planning & Zoning Commission on March 3, 2015, but was tabled to the April 7 meeting to allow staff more time to draft the related conditional use permit.

This request is being heard concurrently with requests for annexation and a conditional use permit (CUP) for a planned unit development (PUD). The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on February 14, 2006. The property is

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currently vacant, but will be receiving water and sewer services from the City when developed. The property is approximately 142 acres.

The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Master Planned Development designation. The property, currently zoned Planned Commercial District in Lake County, will become Urban Estate upon annexation.

A related request for a conditional use permit for a PUD will incorporate entitlements for the development secured under the existing Lake County PUD and the Development of Regional Impact (DRI) development order. The CUP for the PUD will rescind the DRI.

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

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

2. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a mixed use Planned Unit Development in the UE Urban Estate zoning district.

APPLICANT: Staff (Plaza Collina)

Planning Manager Curt Henschel presented the staff report as follows:

This administrative request was originally scheduled to be heard by the Planning & Zoning Commission on March 3, 2015, but was tabled to the April 7 meeting to allow staff more time to draft the conditional use permit.

The proposed request is to grant a conditional use permit (CUP) for a mixed-use planned unit development (PUD) with a retail shopping center and outparcels for restaurants and similar commercial uses along SR 50. This development, known as Plaza Collina, is currently approved in Lake County with 1,200,000 square feet of retail space and 200 residential units. Staff has reviewed the approved Development of Regional Impact (DRI) Development Order (Ordinance #2006-16) and the Lake County PUD (Ordinance # 2006-17) and has transferred over to the new CUP/PUD those conditions and the entitlements contained within the documents. The development will include one single-use commercial building not to exceed 187,000 square feet. New conditions require an amendment to the CUP for any additional retail structures over 100,000 square feet, more than two automotive dealerships, or any use that would require a CUP per the City code.

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Staff recommends approval of the conditional use permit for the Plaza Collina PUD.

Lee Arie, 17440 Cobblestone Lane, stated that there is no shortage of car dealerships in this area. He stated that a dealership is somewhere you visit every 4 to 5 years to make a purchase where as a restaurant you will visit more often. He stated that he was hoping to come out of his subdivision and see shops and restaurants, not dealerships. He stated that he would like to see the dealerships at the east end of the property if they have to accept having the dealerships.

Chairman Jones asked why the dealerships can't be on the east end.

Mr. Henschel stated that this is a request from Plaza Collina.

Attorney Rebecca Wilson, Lowndes, Drosdick, Doster, Kantor & Reed, P.A., 215 N. Eola Drive, Orlando, stated that this is not a blank slate. She stated that there are some fixed points, so the light signal is already in place as well as the curb cut. She stated that staff agrees with the location of the dealerships because the City has negotiated with the property owner to create a gateway into the City. She stated that they chose to use the smaller pods for the dealerships.

Mr. Arie stated that auto dealers have cycles of business. He stated that Orlando is left with closed dealerships that are now large empty buildings, cracked asphalt, and weeds. He stated that there are about 20 possible customers for these types of real estate. He stated that restaurants come and go as well, but there is always another restaurant willing to open. He stated that they would like to have something pleasant to look at other than dealerships as they exit their subdivision. He stated that looking at the topography, he feels restaurants can be creative with vistas and cabanas to sit and eat your lunch, rather than having a dealership at that location.

Chairman Jones stated that he brings up a good point. He stated that they have to look at what will benefit the City and the community as a whole. He asked if the road will loop around to Old Highway 50.

Mr. Henschel stated that it is approved through Lake County, and they would still have to get involved with the location of the access points.

Commissioner Solis stated that if they move the dealership to the east end of the property, there would be more traffic in front of Magnolia Pointe.

Mr. Arie stated that they are willing to accept that risk rather than look at a dealership as they exit Magnolia Pointe.

Commissioner Proli stated that the east end of the property is a larger portion of the property. She asked it would be better if they put a hedge around the dealership so that you were looking at landscaping rather than rows of vehicles. She asked if they could only have one dealership, rather than two.

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Ms. Wilson stated that having two dealerships was a compromise with the city. She stated that if she has to move the dealerships to the east section of the property, she will go back to Lake County where she can have an unlimited number of dealerships. She stated that there are significant landscaping requirements along Highway 50. She stated that the roads are under construction now. She stated that they have tried to take the rights that they have with the County and combine them with the interests of Clermont. She stated that she understands the concerns of the neighbors, however they did their due diligence and found what they could do, and now she doesn't want to tell her client that they can't sell the property as it is approved now. She stated that they are already limiting the location of the dealerships.

Commissioner Smith asked if the City is removing the residential units.

Ms. Wilson stated that they are removing the statement that they have to get Lake County Schools concurrency for the existing units, but because these units are included in an approved DRI, they don't need concurrency. She stated that any additional units they will need to meet school concurrency.

Joe Buchman, 12817 Magnolia Pointe Blvd., stated that in the County ordinance there was language that included no auto dealerships, no 24-hour business, and no adult entertainment. He stated that this language has been removed and is under investigation. He stated that there is already an ordinance that states they can't put their vehicles in the right-of-way and they continue to do so. He stated that he is concerned that part of the property is for sale. He had the understanding that everything would be developed together. He stated that everyone wants something like Fowler's Grove, but there are no dealerships in Fowler's Grove. He asked what was going in the 187,000 square foot building. He stated they fought to keep Wal-mart out before and they will do it again. He stated that a Mazda dealership is going in on the south side of Highway 50 as well. He stated that he doesn't have an issue with them putting the dealership on the backside along Old Highway 50.

Mr. Krauss, 13643 First Ave., he stated that he lives in the subdivision across from the east end of the property, so if they relocate the auto dealerships there, they will not be happy either. He stated that he agrees with having the entrance for the dealerships off Old Highway 50; however, he's not sure how that will work for the business.

Alan Hartle, 16191 Hillside Circle, Monteverde, stated that he is a native to this area. He recommended putting the dealerships on pod G, that has already been flattened. He stated that you will not hide a dealership with shrubbery. He stated that the property should be terraced like the rest of Clermont. He stated that the abandoned dealership has become a Sheriff's annex, because there is not much you can do with an abandoned dealership. He stated that more people want to see this property built like Fowler's Grove. He stated that everyone has to go to Fowler's Grove to eat something besides fast-food.

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Nick Pagano, 17353 Chateau Pine Way, asked what the impact going to Clermont. He asked how many people are going to come to the stores and restaurants where there is a dealership in the area.

Chairman Jones asked if the Plaza Boulevard is a dedicated right-of-way.

Mr. Henschel stated that the Plaza Boulevard is part of the Planned Unit Development.

Tim Staab, 12849 Magnolia Pointe Blvd., stated that his concern is that used tire stores come along with dealerships. He stated that if you look down Highway 50 where the closed up dealerships are, you will find tire stores.

Judy Phillips, 13438 Fountainbleau Dr., stated that Lake County Commissioner Sean Parks uncovered that language was removed from the ordinance regarding what was supposed to go at this location. She stated that there was supposed to be upscale shops. She stated that at the time they fought to keep Wal-mart out, the zoning C-1 Neighborhood Commercial and C-2 Community Commercial were not to be permitted. She stated that adult entertainment, gas stations, and dealerships were not permitted, but somehow this language was deleted. She stated that this agenda item should not move forward until they find out the answers.

Mr. Henschel stated that this was approved through the County. He stated that he has been working on this project for two months now and has not come across this issue.

Chairman Jones stated that the City is more stringent than the County so the City should move forward with this item.

Commissioner Whitehead stated that if the property is not annexed into the City, the County can do anything they want. She stated the City needs to annex this property so they can control what is allowed at this location.

Commissioner Whitehead moved to approve the large-scale comp plan amendment. The motion fails due to the lack of a second.

Commissioner Hubbard stated that he still has concerns about whether the public's comments that no dealerships are allowed at this location are true.

Ms. Wilson stated that her client purchased the property in 2010. She stated that the approvals were established in 2006. She stated that she did the due diligence for the purchase of this property. She stated that there are two documents that control this property, which consists of the Development Order and the Planned Unit Development, both adopted in 2006. She stated neither of the documents eliminates auto dealerships. She stated that the County staff and County attorney did not find documents that eliminate auto dealerships.

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Attorney Jack Morgeson stated that City Attorney Dan Mantzaris has looked into this issue and has not found anything that limits auto dealerships.

Commissioner Solis asked if the property can back out of the annexation. He asked if the City can annex the property and make the property owner start over with the Planned Unit Development.

Attorney Jack Morgeson stated that the property owners already have rights in the County jurisdiction. He stated that it would be better for the City to not annex, than it is for the City to take away the specific rights of the property owner that are already in place.

Chairman Jones stated that they have to remember that the City is the applicant in this situation. He stated that City sees it as an advantage to have this property in the City. He stated that they either need to vote in favor or deny the application.

Commissioner Proli stated that it is better to annex the property so that the City can control what is allowed on the property.

Chairman Jones stated that the issue is that the approvals have already been made. He stated that the City and the property owner have already been in negotiations. He stated that the City still has some leverage but the property owner has given up a lot of what they could have done by coming into the City.

Mr. Henschel stated that it is part of the utility agreement that the project shall be developed in accordance to Lake County approvals under their current Planned Unit Development.

Commissioner Whitehead moved to approve the large-scale comp plan amendment. The motion fails due to the lack of a second.

Commissioner Whitehead made a motion to recommend approval of the large-scale comp plan amendment; seconded by Commissioner Solis. The vote was 4-2 in favor of approval of the large-scale comp plan amendment, with Commissioners Hubbard and Smith opposing.

Mr. Henschel stated that when voting for the Planned Unit Development, Section 2 item 2 will be removed from the conditions.

Commissioner Whitehead moved to approve the Planned Unit Development. The motion fails due to the lack of a second.

Commissioner Hubbard made a motion to recommend approval of the Planned Unit Development, but remove Section 2 item 4; seconded by Commissioner Smith. The vote fails 3-3 with Chairman Jones and Commissioners Solis and Whitehead opposing.

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Attorney Jack Morgeson stated that the Commissioners have heard testimony that there are no limitations from Lake County allowing auto dealerships. He stated that by not allowing auto dealerships, this will present a potential problem for the City for overly constricting an owner's property right. He stated that he advises not recommending that.

Commissioner Whitehead asked if one of the pods is under contract with an auto dealership already.

Ms. Wilson stated that pod B is currently under contract with Don Mealey Chevrolet. She stated that they have agreed to be annexed pursuant to their entitlements. However, if restricted to no dealerships, she said her client will not be annexed, and they will build the dealerships in Lake County.

Commissioner Whitehead made a motion to recommend approval of the Planned Unit Development; seconded by Commissioner Solis. The vote fails 3-3 with Commissioners Smith, Hubbard and Proli opposing.

Commissioner Hubbard made a motion to recommend denial of the Planned Unit Development; seconded by Commissioner Smith. The vote fails 3-3 with Chairman Jones and Commissioners Solis and Whitehead opposing.

3. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow for office use in the R-3-A Residential/Professional zoning district.

APPLICANT: Don Kirby

Senior Planner John Kruse presented the staff report as follows:

The applicant is requesting a conditional use permit (CUP) to allow for an office use in an existing building located at 176 East Highland Ave. The property is zoned R-3-A Residential/Professional district. Under Sec. 122-164 (a) (1) of the Land Development Code, the R-3-A zoning district may allow this type of use through a conditional use permit.

The applicant desires to use the existing building, which was previously used for a daycare facility, for a professional office. The building is approximately 1,600 square feet of conditioned floor space with 10 parking stalls provided onsite. This exceeds the requirements for parking.

Staff believes that the office use is compatible with the uses in the surrounding area. Several office uses currently exist along Highland Avenue and have received CUPs for office use. This building was also previously used for a real estate office prior to being converted to a daycare facility. Based upon the information presented, staff recommends approval of this request. Don Kirby, 16545 Spring Park Dr., stated that he is purchasing this building to operate a permitting business. He stated that he is a retired Building Official and helps people get permits. He stated that he will be using this location as his office with 7 or 8 employees.



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date	
Tuesday, April 28, 2015	
Agenda Item Name	
Resolution No. 2015-08; Plaza Collina	
Requested Action	
Move to approve Resolution 2015-08.	
Staff Report	
This administrative request was originally scheduled to be heard by the City Council in March. The request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment to assign a City future land use of Master Planned Development. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on February 14, 2006. The property is currently vacant, but will be receiving water and sewer services from the City when developed. The property is approximately 142 acres. The proposed request is to grant a conditional use permit (CUP) for a mixed-use planned unit development (PUD) with a retail shopping center and outparcels for restaurants and similar commercial uses along SR 50. This development, known as Plaza Collina, is currently approved in Lake County with 1.2 million square feet of retail space and 200 residential units. Staff has reviewed the approved Development of Regional Impact (DRI) Development Order (Ordinance #2006-16) and the Lake County PUD (Ordinance # 2006-17) and has transferred over to the new CUP/PUD those conditions and the entitlements contained within the documents. The development will include one single-use commercial building not to exceed 187,000 square feet. New conditions require an amendment to the CUP for any additional retail structures over 100,000 square feet, more than two automotive dealerships, or any use that would require a CUP per the City code. Staff recommends approval of the conditional use permit for the Plaza Collina PUD. <i>At the Planning & Zoning Commission meeting April 7, 2015, Commissioner Cuqui Whitehead made a motion to recommend approval of the Planned Unit Development; seconded by Commissioner Carlos Solis. The vote failed 3-3 with Commissioners Herb Smith, Tony Hubbard and Judy Proli opposing.</i> <i>Commissioner Tony Hubbard made a motion to recommend denial of the Planned Unit Development; seconded by Commissioner Herb Smith. The vote failed 3-3 with Chairman Nick Jones and Commissioners Carlos Solis and Cuqui Whitehead opposing.</i>	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution	CUP RES 2015-08.docx	
2. Maps	Plaza Collina Maps.pdf	
3. Conditions	Plaza Collina Conditions.doc	
4. Exhibits	Plaza Collina Exhibits.doc	
5. Legal ad	CUP Legal AD.docx	
6. P&Z minutes	P&Z minutes.pdf	

**CITY OF CLERMONT
RESOLUTION NO. 2015-08**

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

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

LOCATION:

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

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

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

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

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

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

CITY OF CLERMONT
RESOLUTION NO. 2015-08

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

Section 2 - Land Use

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

Section 3 – Site Development

1. Detailed grading, erosion control, and dust abatement plans for the entire site shall be submitted to and approved by the Site Review Committee prior to construction plan approval and the initiation of development activity. The dust abatement plan shall detail measures to be taken to eliminate the migration of dust particles from the site.
2. All excavated material shall be stored in a location approved by the City Engineer.
3. Geo-technical information regarding the soil characteristics of the site shall be submitted to the City as part of the final site review process

CITY OF CLERMONT
RESOLUTION NO. 2015-08

4. The permittee/developers shall provide both temporary and permanent grassing including fertilizer application on all disturbed areas where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with Best Management Practices (BMP) of the U.S. Department of Agriculture Soil Conservation Service.
5. Retaining walls may exceed six feet in height and may be constructed as previously approved by Lake County for the mass grading plan for the site.
6. The commercial portions of the project shall be platted after the fourth parcel split.

Section 4 - Transportation Improvements

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

Section 5 - Utilities and Stormwater

1. The permittee shall be responsible for purchasing, installing, and maintaining fire hydrants within the project. They shall be installed according to City code.
2. Restaurants will be required to install grease traps at a size to be determined by an

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engineer and approved by the Environmental Services Department.

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

Section 6 – Landscaping

1. Landscaping materials and design shall comply with City code.
2. Landscaping within automotive sales inventory areas will not be required to install canopy trees. These areas shall be reviewed and approved by the Site Plan Review Committee.
3. The Landscape design for all parking areas, buffers, rights of way, pedestrian ways and focal points shall be unified and complementary to the ambiance of the center.
4. SR 50 and Lake Boulevard frontage: Minimum 20 feet in width, with 10 feet located inside the property line and 10 feet located within the SR 50 right-of-way (ROW), as depicted in Exhibit B prepared by Cuhaci & Perterson, Architects, dated November 10, 2005. Developer will seek a Right-of-Way Utilization Agreement with the Florida Department of Transportation to permit landscaping inside the right-of-way for the SR 50 frontage. If developer is unable to secure a Right-of-Way Utilization Agreement with the Florida Department of Transportation to permit landscaping inside the right-of-way for

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SR 50, the developer will be allowed to reduce the landscape area from 20' to 10' in width located inside the property line, as long as the entire 10' is in plantings, as opposed to sod.

Section 7 -Architectural Design Standards and Lighting

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

Section 8 – Signage

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

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Section 9 – Site Improvements

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

Section 10 - Special Planned Unit Development Conditions

1. The Developer shall find the engineering and installation of an interconnected intersection system to maximize the movement of vehicles on SR 50, with prioritization given to through traffic to the maximum extent practicable as determined by the Florida Department of Transportation. The extent of the system shall include the section of SR 50; from the Florida Turnpike to Hancock Road, where the project is expected to have significant impacts and may be divided into separate interconnected systems as deemed appropriate by the Florida Department of Transportation. This condition has been met.
2. Any improvements on CR 438 through the Town of Oakland shall take into consideration the rural nature of the area and capacity improvements shall include landscaping, turn lanes, and traffic calming as deemed warranted by the Town of Oakland and Orange County. Consideration of alternatives to the signalization of Tubb Street and Oakland Avenue shall be explored; including, but not limited to the use of landscaped traffic roundabouts. Roadway widening shall be discouraged.
3. In order to provide safe access and to preserve operational capacity, left and right-turn lanes shall be evaluated and installed by the developer at all project entrances on collector and arterial roadways. The Developer, Florida Department of Transportation, and Lake

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County have confirmed the need for and the cost of signalization at the Project entrance(s) consistent with policies of the appropriate governing entity and when nationally recognized warrants are met. The cost for signalization at the project entrances is the responsibility of the Developer. Dual left turn lanes shall be provided at the signalized intersections on SR 50, along the frontage of the project. Design of the dual left turn lanes shall be coordinated with Florida Department of Transportation design standards. Developer will work with the Florida Department of Transportation and Lake County to expedite that portion of the widening of SR 50 which abuts the project. Developer shall have the option to enter into an agreement with the Florida Department of Transportation and Lake County whereby Developer will advance the funding for SR 50 widening along the project boundary and receive reimbursement and/or impact fee credits from the appropriate governmental agency.

4. In the interest of safety and to promote alternative forms of transportation, the Developer shall provide an on-site system of bikeways and pedestrian circulation that accesses all area within the Project and shall install appropriate signage identifying bike routes and pedestrian facilities. These bike and pedestrian facilities shall be installed as each site plan for the Project is developed.
5. The on-site bicycle systems shall be connected into any proximate external bicycle systems existing at the time of construction. Construction standards shall conform to latest state standards and criteria. Improvements to area roadways should be encouraged to incorporate bicycle and pedestrian facilities.
6. As part of the site plan approval process, the Developer will notify the appropriate transit authority (Lake Xpress or LYNX) to request a determination of whether a bus stop on the Plaza Collina site is needed and when it is needed. If such bus stop is needed, the appropriate transit authority will approve the bus stop as part of the site plan approval process. The Developer will contribute to an operations fund for transit service to the site through a one-time payment of \$200,000 to Lake County at the time Developer obtains the first certificate of occupancy issued for a total of 200,000 gross square feet (cumulative).
7. The following transit related conditions shall apply:
 - (i) Internal collector and arterial road geometrics will accommodate standard 40 foot and articulated buses as described in the most current edition of the LYNX Design Manual. The design manual is located in local libraries and on the LYNX website under news and events, LYNX documents at www.golynx.com.
 - (ii) The bus stop sites size, location and amenities shall be of adequate size for amenities; including passenger shelters, transit parking bays and parking spaces for vanpool vehicles, in the development area subject to approval by the appropriate transit agency. Passenger shelters shall be built at no cost to the Developer and maintained by the appropriate transit authority.

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- (iii) Developer will provide two designated locations for bus stops together with parking for 25 cars in addition to the on-site bus stop, within reasonable proximity and with appropriate access.
 - (iv) The Developer shall employ or appoint, part-time, an Employee Transportation Coordinator (ETC) when employment levels reach 500 and a full-time Employee Transportation Coordinator if employment levels and on-site residency reach 4,000. The Employee Transportation Coordinator may be incorporated into the functions of any Transportation Management Association if one exists for the project area. The Developer shall also coordinate with the area transit provider, hold ridesharing campaigns, and distribute information regarding alternative transit modes.
 - (v) The Developer is required to inform both residents and tenants that the Development is served by LYNX's ridesharing program. Literature regarding the ridesharing program is suggested to be displayed in public, commercial and employment areas.
 - (vi) Sufficient finding shall be provided to the Employee Transportation Coordinator to undertake a program to identify 100 employees and pay 50% of the cost of transit for those employees.
 - (vii) The Developer shall promote and encourage variable work hours and flextime participation by on-site employers.
8. In order to minimize impacts to the roadway network, parcels within Plaza Collina DRI property shall; subject to environmental constraints, be interconnected to the maximum extent feasible. The Developer shall cooperate with any city or county-supported efforts to continue roadways from or through the site with other roadway facilities that are hereafter endorsed by Lake County. At a minimum, an east-west roadway shall be constructed in phases within the Project from Lake Boulevard to the west as each site plan within the Project is developed. Final alignment to be determined at site plan approval.
9. In order to protect the integrity of CR 50 as a Florida Scenic Highway and the South Lake Trail as an attractive and safe facility, the Developer:
- (i) Shall preserve and protect the existing oaks along the north property line, unless unavoidable due to site development. Existing oaks internal to the site shall be preserved to the maximum extent feasible.
 - (ii) Shall provide native trees and plantings along the property adjacent to the trail where applicable.

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- (iii) Shall allow only one access point from CR 50 and no commercial delivery trucks shall be permitted through this entrance. Deliveries shall be restricted through SR 50 and Lake Boulevard for ingress and egress.
 - (iv) Shall provide a proportionate share; based on share of traffic on Lake Boulevard, of a grade separated crossing at Lake Boulevard for the trail, if Lake County decides to construct such a crossing.
10. Wetland Buffers:
- (i) Upland buffers between the on-site wetlands and any type of development or land alteration shall be established in accordance with St. Johns River Water Management District permit approvals, but shall be no less than an average 25 feet, minimum 15 feet in width for the on-site preserved wetland, provided that the dry bottom retention pond is placed adjacent to and outside of the upland buffer. The berms and dry bottom of the retention area provide additional buffering to the wetland. In absence of the dry bottom pond being placed adjacent to the upland buffer, the buffer shall be expanded to a minimum of 25 feet and an average of 50 feet.
 - (ii) The on-site depressional wetland and the associated upland buffer shall be placed under a conservation easement and conveyed to St. Johns River Water Management District. The conservation easement has been recorded.

Section 11 - Transportation Special Conditions:

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

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shall be updated before final build-out. Please see the link below for roundabout concept plans.

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

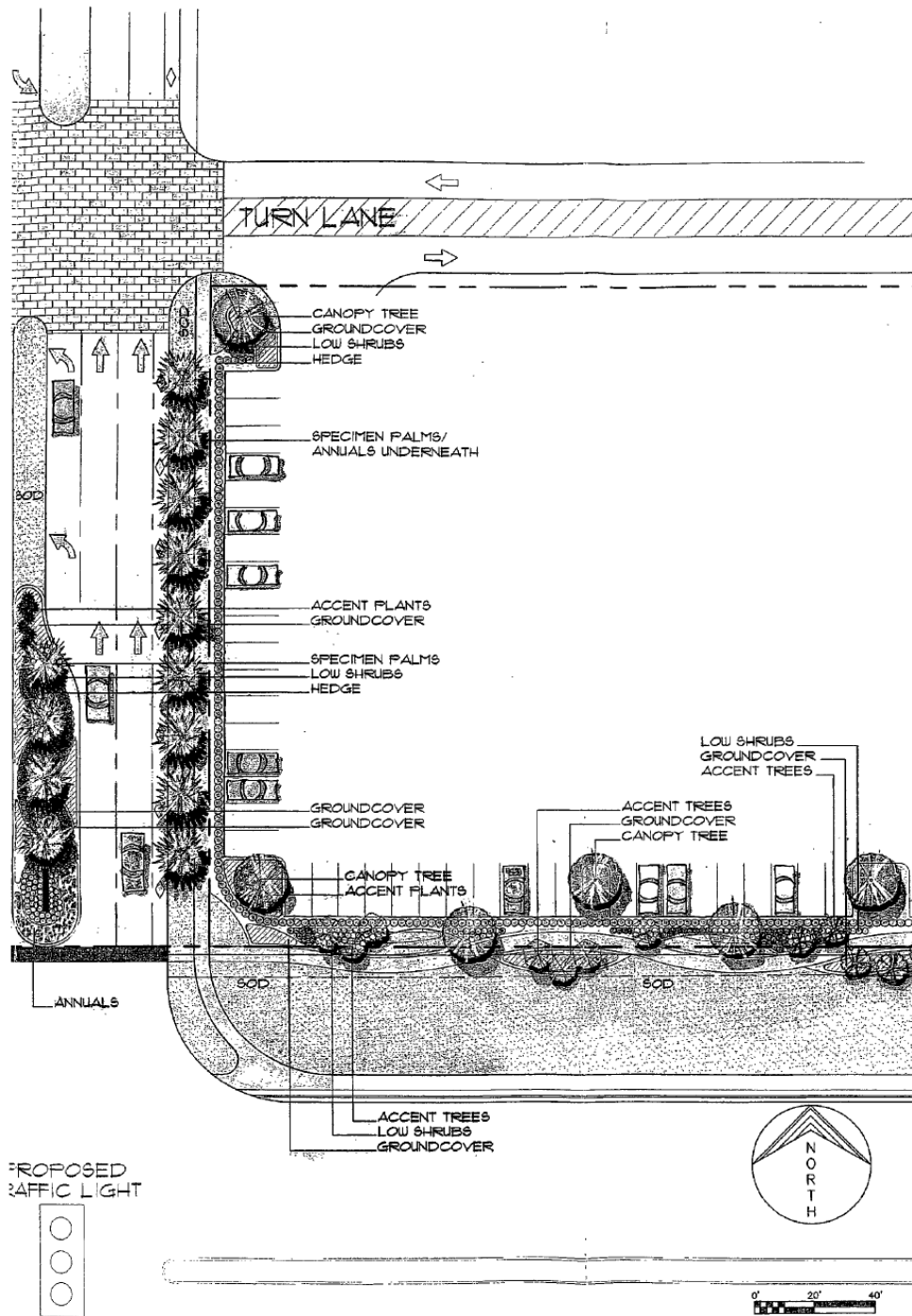
6. The Developer shall install signal heads at all SR 50 Plaza Collina entrances and ensure that loop detectors, controllers and signal cabinets are working correctly prior to signal activation, coordinating with the governing authority.
7. Pursuant to Section 380.115, Florida Statutes, if a development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

Exhibit A:

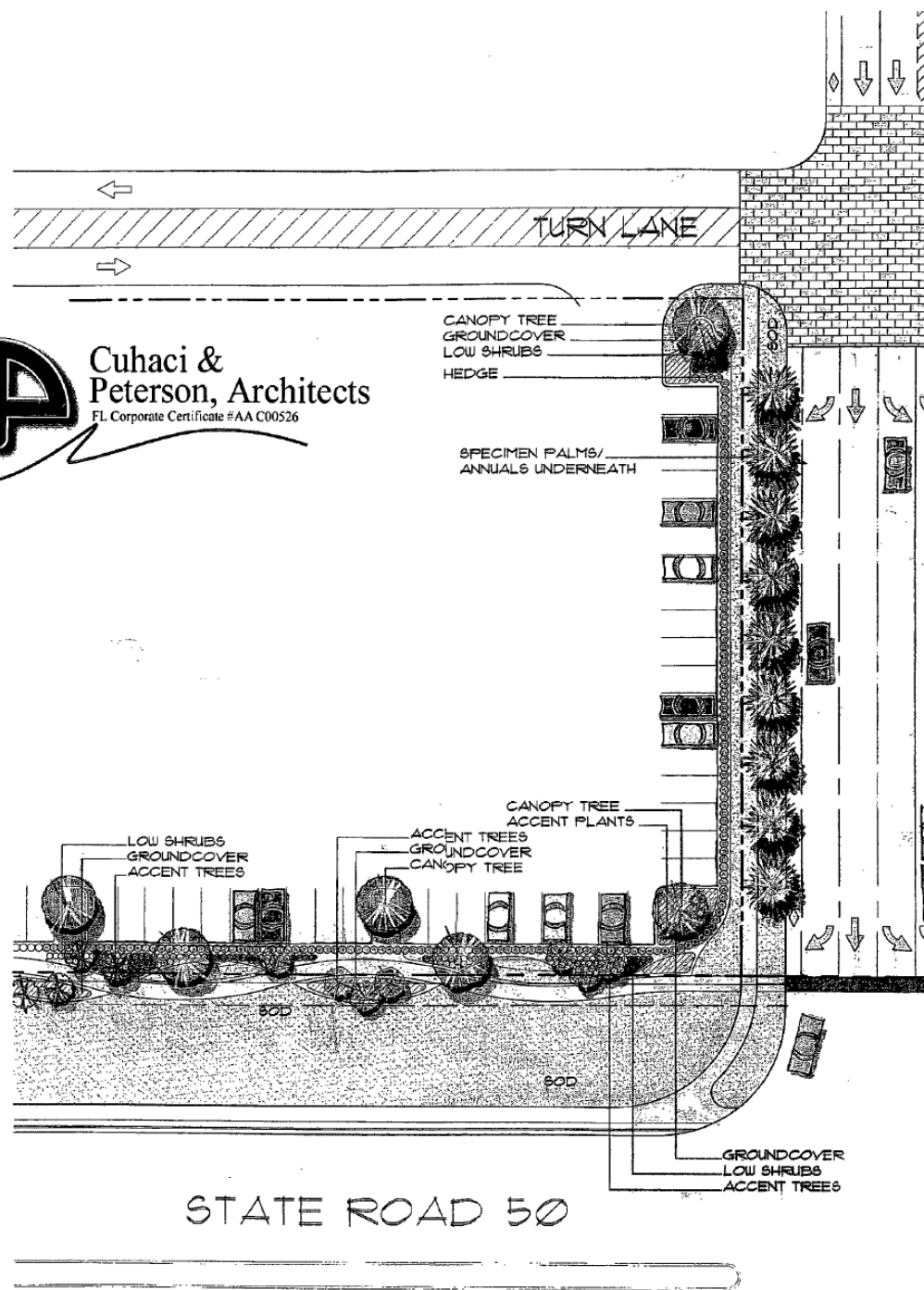


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Exhibit B: (Cuhaci & Perterson, Architects, dated November 10, 2005)



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11/10/05

Plaza Collin

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Plaza Collina

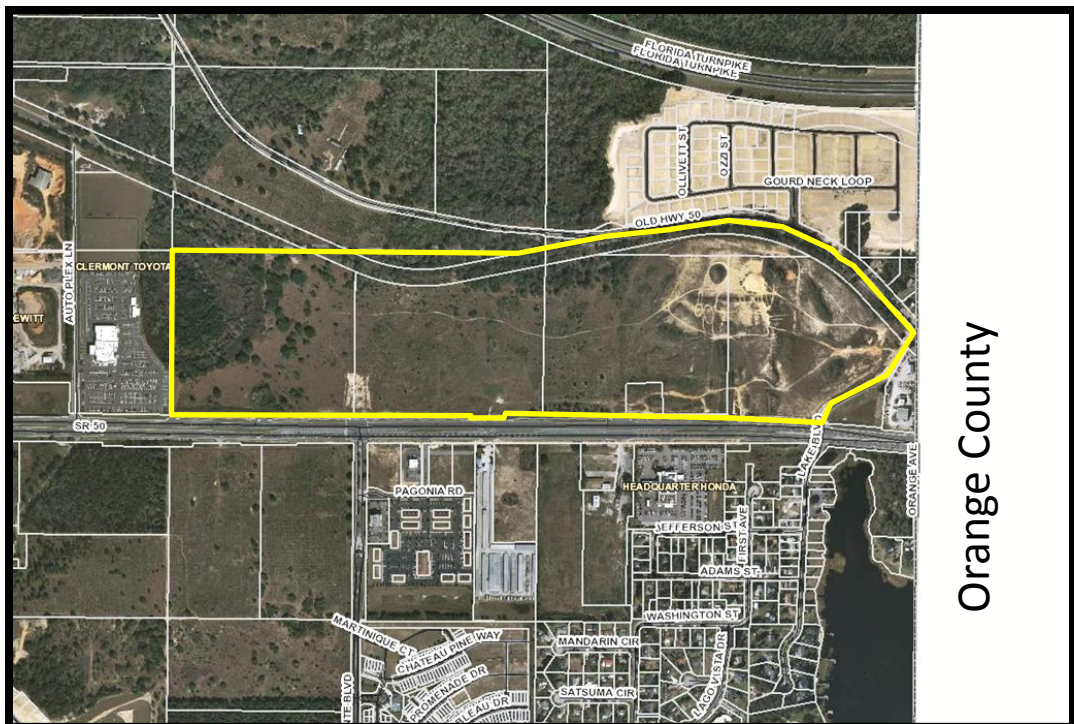
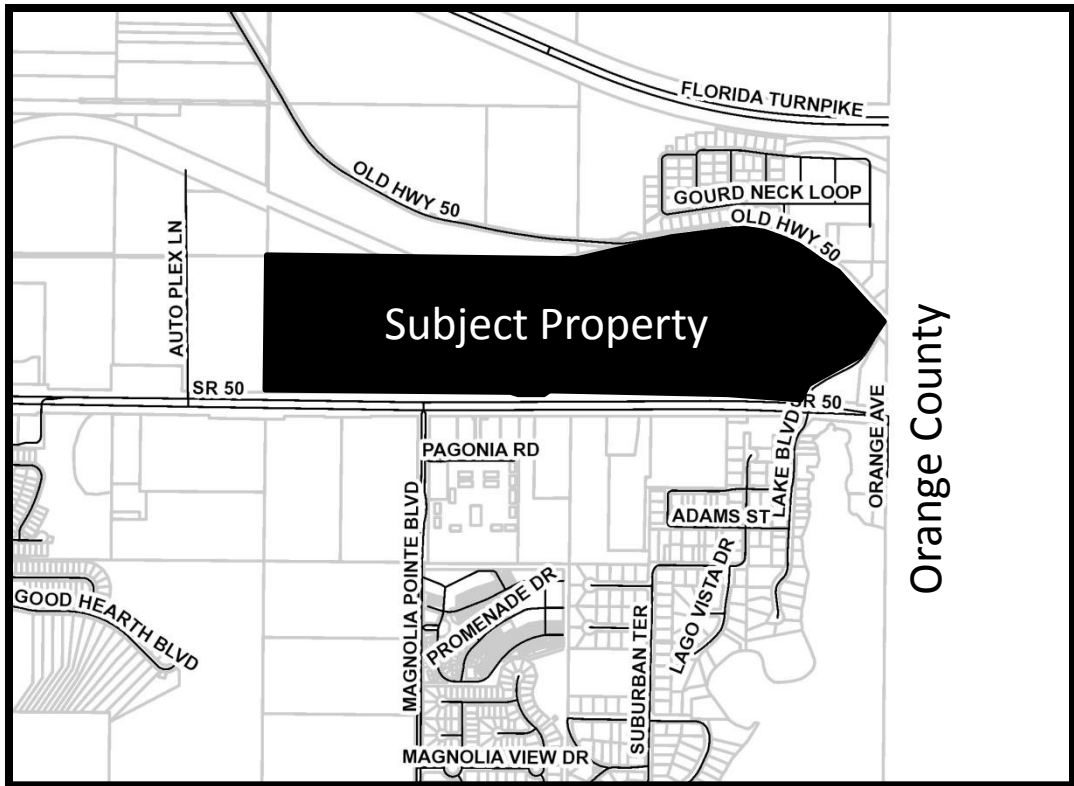


Exhibit – Future Land Use Plaza Collina

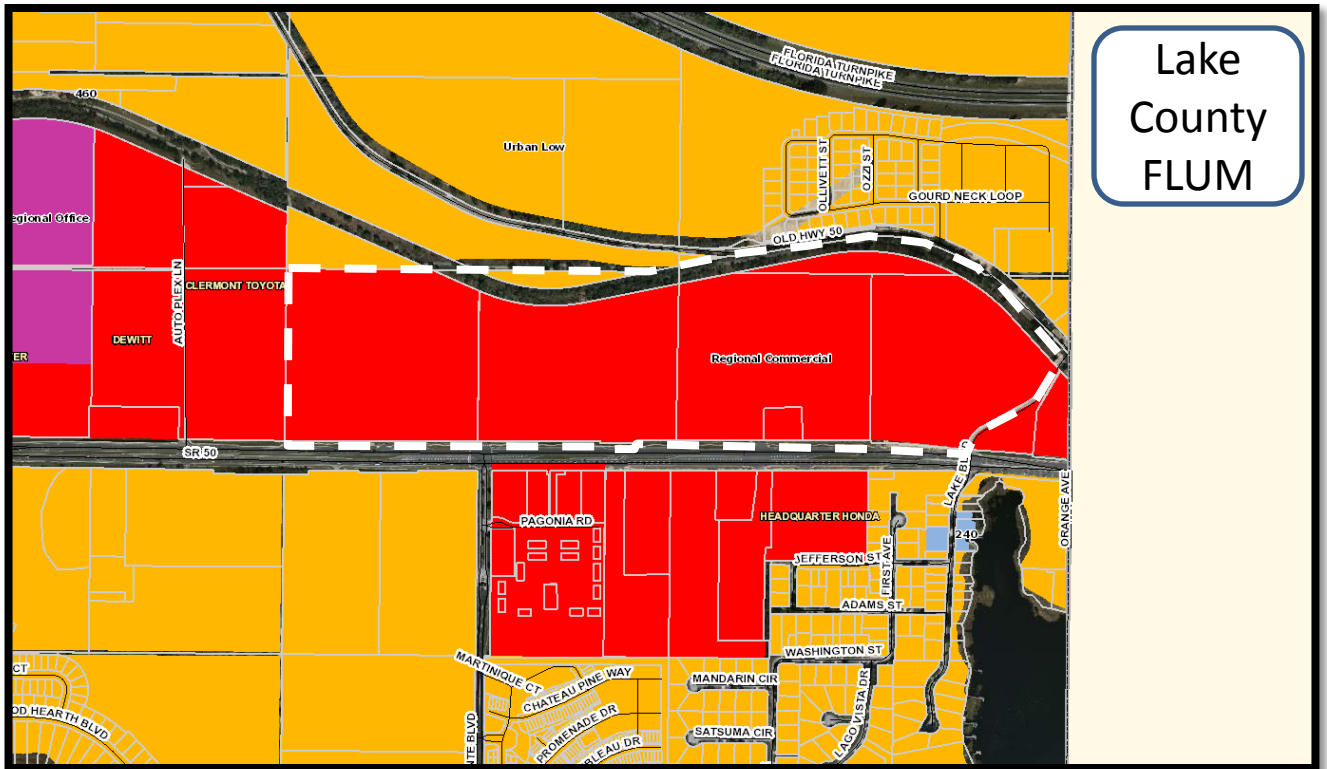
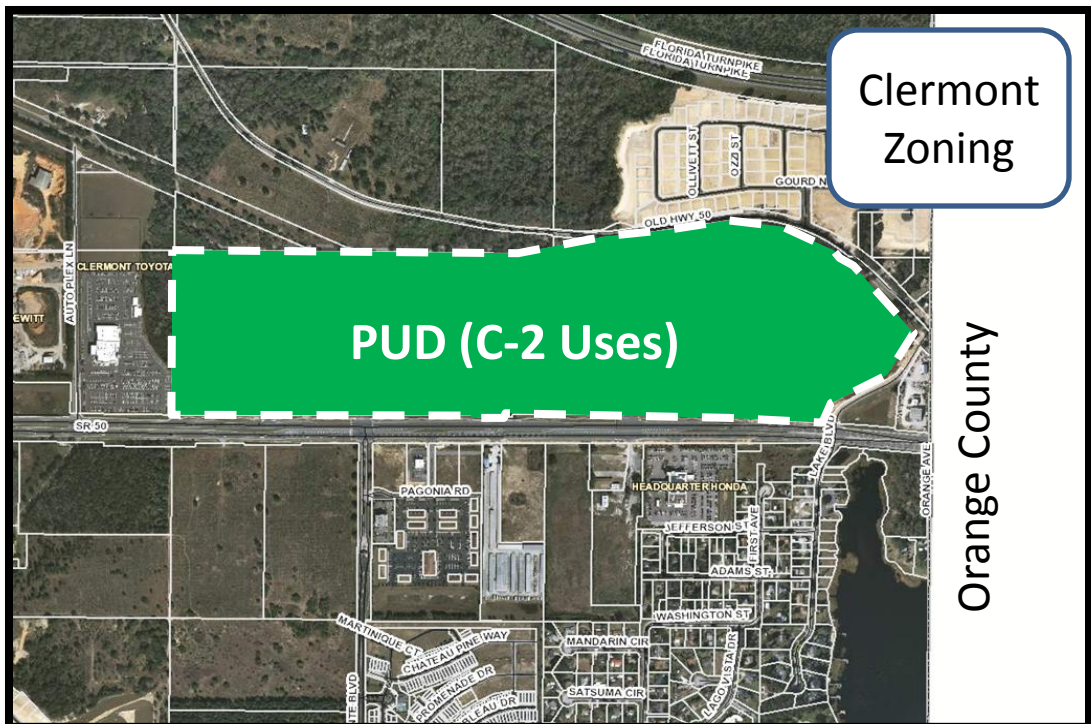


Exhibit – Zoning Plaza Collina



Section 1 - General Conditions

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

Section 2 - Land Use

1. This permit is for a mixed use commercial center including a shopping center not to exceed 1,200,000 (1.2 million) square feet of floor area and may include 200 residential dwelling units. Residential dwelling units may consist of townhomes or multi-family.
2. Plaza Collina will include those uses as permitted in the C-2 Commercial zoning district, retail, personal services, professional offices, and restaurants consistent with the conceptual site plan prepared by Florida Engineering Group, seal date March 30, 2015, Exhibit A, along with 200 residential units.

3. A total of two automotive dealerships may be permitted on site. Any additional proposed automotive dealership shall require an amendment to this Conditional Use Permit.

4. The Developer may have one commercial building not to exceed 187,000 square feet of floor area. Any other single-use retail structure with a floor area greater than 100,000 square feet shall require an amendment to this Conditional Use Permit.

Section 3 – Site Development

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

2. All excavated material shall be stored in a location approved by the City Engineer.

3. Geo-technical information regarding the soil characteristics of the site shall be submitted to the City as part of the final site review process

4. The permittee/developers shall provide both temporary and permanent grassing including fertilizer application on all disturbed areas where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with best management practices (BMP) of the U.S.D.A. Soil Conservation Service.

5. Retaining walls can exceed 6 feet in height and may be constructed as previously approved by Lake County for the mass grading plan for the site.

6. The commercial portions of the project shall be platted after the fourth parcel split.

Section 4 - Transportation Improvements

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

2. Sidewalks shall be required along all public road frontages, including State Road 50 (SR 50), in accordance with Florida Department of Transportation regulations and City codes.

3. The City may require that once the project exceeds 37,289 ADT, that transportation improvements necessitated by the portion of the project for which a

building permit is sought, be made at the time of construction. Project specific on- and off-site transportation designs are the sole responsibility of the Developer.

4. Roadway improvement plans for Old Highway 50 (CR 50), SR 50, additional public streets, and the project site, including but not limited to, access drives, accel/decel lanes, turn lanes, traffic signalization devices, and internal signage and traffic movement lanes shall be submitted to and approved, appropriately, by the City Site Review Committee, the Florida Department of Transportation and Lake County prior to commencement of any development activity for any portion of the project.

5. The Developer shall provide a proportionate share (based on share of traffic on Lake Boulevard) of a grade-separated crossing at Lake Boulevard for the trail, if Lake County decides to construct such a crossing.

6. Any alterations to the proposed frontage road, as shown on the conceptual site plan prepared by Florida Engineering Group, seal date March 30, 2015, Exhibit A, shall require an amendment to the Conditional Use Permit.

Section 5 - Utilities and Stormwater

1. The permittee shall be responsible for purchasing, installing, and maintaining fire hydrants within the project. They shall be installed according to City code.

2. Restaurants will be required to install grease traps at a size to be determined by an engineer and approved by the Environmental Services Department.

3. The project shall be plumbed for reuse water with purple piping. Until such time as reuse water is available, irrigation water shall be provided for by well.

4. The Developer shall construct at its expense the facilities, lines and appurtenances necessary to serve the development, including but not limited to the following off-site improvements:

(i) Extend the existing 12-inch water main from the existing connection point located near Autoplex Lane to the existing connection point located west of the entrance to Verde Park.

(ii) Extend the existing 12 inch water main north of SR 50 from the existing connection point located near Magnolia Pointe Blvd east along the Plaza Collina proposed Frontage Road alignment, shown on the Conceptual Master Plan, and connect to the existing main at a point adjacent to the Honda Dealership just west of Lake Boulevard.

5. All on-site utilities shall be privately owned and maintained with the exception of the twelve inch water line dedicated to the City running parallel with the frontage road.

6. The Developer shall install a 2-inch conduit specified for future fiber optic use running parallel to the 12-inch water line in the frontage road.

7. The impervious surface ratio (ISR) of the entire site shall be 70 percent. ISR calculation will be based upon the entire site acreage.

Section 6 – Landscaping

1. Landscaping materials and design shall comply with City code.

2. Landscaping within automotive sales inventory areas will not be required to install canopy trees. These areas shall be reviewed and approved by the site plan review committee.

3. The Landscape design for all parking areas, buffers, rights of way, pedestrian ways and focal points shall be unified and complementary to the ambiance of the center.

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

Section 7 -Architectural Design Standards, Parking, and Lighting

1. Architectural Design standards shall comply with City code.

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

3. Lighting Height. Except as otherwise required under this article, the height of an outdoor lighting fixture (inclusive of the pole and light source/luminarie) shall be a maximum of 30 feet within a parking lot, and maximum of 20 feet within a non-vehicular pedestrian area. Height shall be measured from the finished grade to the top of the light fixture.

4. Pedestrian walkways and bikeways. In pedestrian walkways or bikeways the light fixture/luminaire shall be decorative in appearance, style and finish.
5. Each row of parking shall be defined by landscaped islands on the ends and shall have no more than 15 parking spaces in a row without an additional intermittent landscape island.
6. Minimum number of parking spaces shall be one space for each 225 sf building area dedicated for commercial use. Commercial use shall include; retail business, wholesale business and personal services, and office (excluding outdoor storage facilities, garden centers, outdoor seating areas, and residential uses).
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1. One proposed automotive dealership may have one off-site sign that is adjacent to the west main of the entrance and adjacent to its parcel.
2. All other signage shall comply with City code.
3. The Developer shall dedicate a 2,000 square foot parcel to the City at the corner of SR 50 and Lake Blvd. for a gateway feature to be designed, permitted and constructed by the City. The Developer shall dedicate a 1,000 square foot parcel to the City along the northern property line adjacent to the South Lake Trail for a gateway feature to be designed, permitted and constructed by the City. These dedications shall occur prior to the first Certificate of Occupancy.

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1. All materials stored outside must be within an opaque enclosure.
2. Storage of inventory in trailers or other storage systems shall be prohibited.
3. Shopping cart returns shall be provided within the retail structures.
4. Outdoor display of merchandise, except vehicles at the automotive dealerships, is prohibited.
5. Chain link fencing shall be prohibited. Fencing around water retention areas, outdoor storage areas and all other fencing shall be ornamental metal fencing.

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Section 10 - Special PUD Conditions

1. The Developer shall fund the engineering and installation of an interconnected intersection system to maximize the movement of vehicles on SR 50, with prioritization given to through traffic to the maximum extent practicable as determined by FDOT. The extent of the system shall include the section of SR 50, from the Florida Turnpike to Hancock Road, where the project is expected to have significant impacts and may be divided into separate interconnected systems as deemed appropriate by Florida Department of Transportation. This condition has been met.

2. Any improvements on CR 438 through the Town of Oakland shall take into consideration the rural nature of the area and capacity improvements shall include landscaping, turn lanes and traffic calming as deemed warranted by the Town of Oakland and Orange County. Consideration of alternatives to the signalization of Tubb Street and Oakland Avenue shall be explored, including, but not limited to the use of landscaped traffic roundabouts. Roadway widening shall be discouraged.

3. In order to provide safe access and to preserve operational capacity, left and right turn lanes shall be evaluated and installed by the developer at all project entrances on collector and arterial roadways. The Developer, FDOT, and Lake County have confirmed the need for and the cost of signalization at the Project entrance(s) consistent with policies of the appropriate governing entity and when nationally recognized warrants are met. The cost for signalization at the project entrances is the responsibility of the Developer. Dual left turn lanes shall be provided at the signalized intersections on SR 50, along the frontage of the project. Design of the dual left turn lanes shall be coordinated with FDOT design standards. Developer will work with FDOT and Lake County to expedite that portion of the widening of SR 50 which abuts the project. Developer shall have the option to enter into an agreement with FDOT and Lake County whereby Developer will advance the funding for SR 50 widening along the project boundary and receive reimbursement and/or impact fee credits from the appropriate governmental agency.

4. In the interest of safety, and to promote alternative forms of transportation, the Developer shall provide an on-site system of bikeways and pedestrian circulation that accesses all areas within the Project and shall install appropriate signage identifying

bike routes and pedestrian facilities. These bike and pedestrian facilities shall be installed as each site plan for the Project is developed.

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

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

7. The following transit-related conditions shall apply:

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

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

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

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

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

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

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

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

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

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

10. Wetland Buffers:

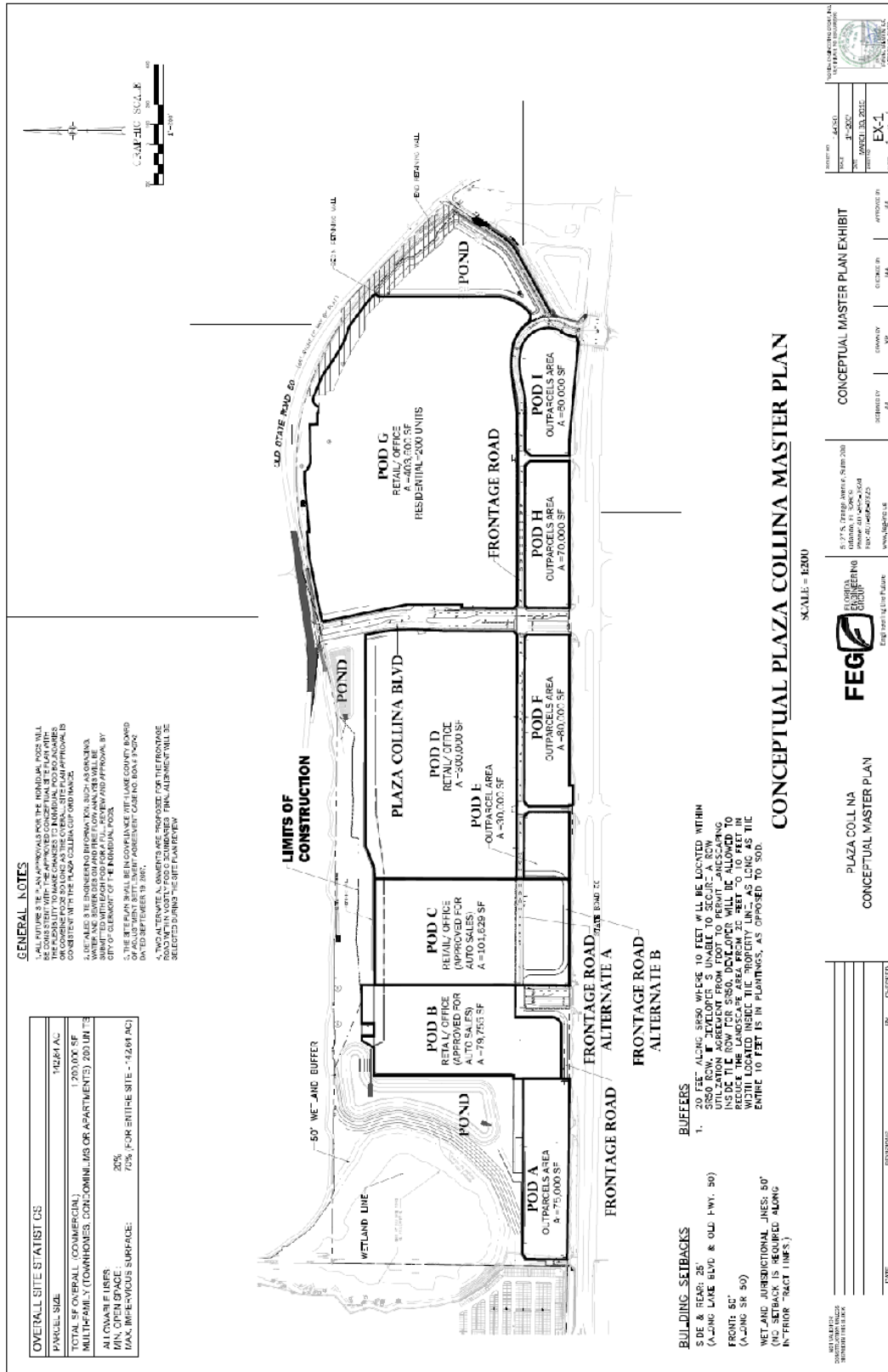
(i) Upland buffers between the on-site wetlands and any type of development or land alteration shall be established in accordance with SJRWMD permit approvals, but shall be no less than an average 25 feet, minimum 15 feet in width for the onsite preserved wetland provided that the dry bottom retention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

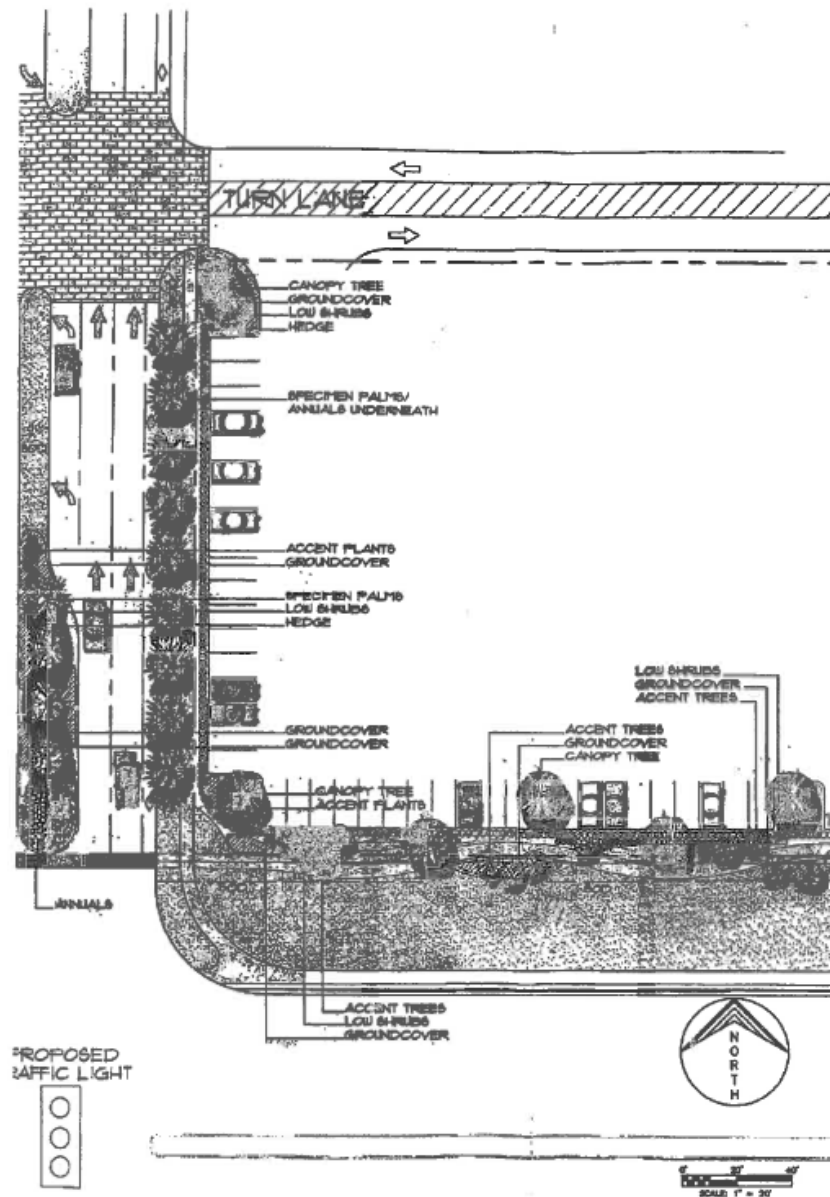
(ii) The onsite depressional wetland and the associated upland buffer shall be placed under a conservation easement and conveyed to SJRWMD. The conservation easement has been recorded.

Section 11 - Transportation Special Conditions:

1. In order to provide trail user safety, the developer shall provide an easement for 10-15 feet along the South Lake Trail on the northern property line.
2. Lake Boulevard shall be eliminated and two 18-foot wide driveways, one from SR 50 and another from CR 50, shall be constructed to the existing commercial site.
3. An 8-foot wide trail connecting the Plaza Collina property with the South Lake Trail shall be constructed within the Lake Boulevard right-of-way.
4. Lake Boulevard and South Lake Trail crossing shall be reconstructed/moved away from CR 50. For more details, see the link below for Lake Boulevard Trail Extension Concept Plans.
ftp://ftp.co.lake.fl.us/Public_Works/Engineering/Plaza%20Collina/Lake%20Blvd.pdf
5. As a Developer option, a roundabout could be constructed (instead of a three-way intersection) at the intersection of the central or main Plaza Collina Boulevard and CR 50, across from Tract "M" of the Verde Park subdivision. If a three-way intersection is chosen, the Developer shall perform a traffic signal warrant study and when warranted, install traffic signal at the subject intersection. At a minimum, the signal warrant study shall be updated before the CUP's final buildout.
Please see the link below for Roundabout Concept Plans.
ftp://ftp.co.lake.fl.us/Public_Works/Engineering/Plaza%20Collina/Roundabout.pdf
6. The Developer shall install signal heads at all SR 50 Plaza Collina entrances and ensure that loop detectors, controllers and signal cabinets are working correctly prior to signal activation, coordinating with the governing authority.
7. Pursuant to Section 380.115, Florida Statutes, if a development which has received a DRI development order is located within a Dense Urban Land Area ("DULA"), as defined under Section 380.06(29), Florida Statutes, and, therefore, is exempt from further DRI review, then "[i]f requested by the developer or landowner, the development-of-regional-impact development order shall be rescinded by the local government having jurisdiction upon a showing that all required mitigation related to the amount of development that existed on the date of rescission has been completed. The Plaza Collina DRI (pursuant to that certain Development Order dated January 24, 2006), has not had any development activity and, therefore, has not been required to complete any mitigation. Pursuant to the facts set forth above, the City hereby rescinds the Development Order for the Plaza Collina Development of Regional Impact.

Exhibit A



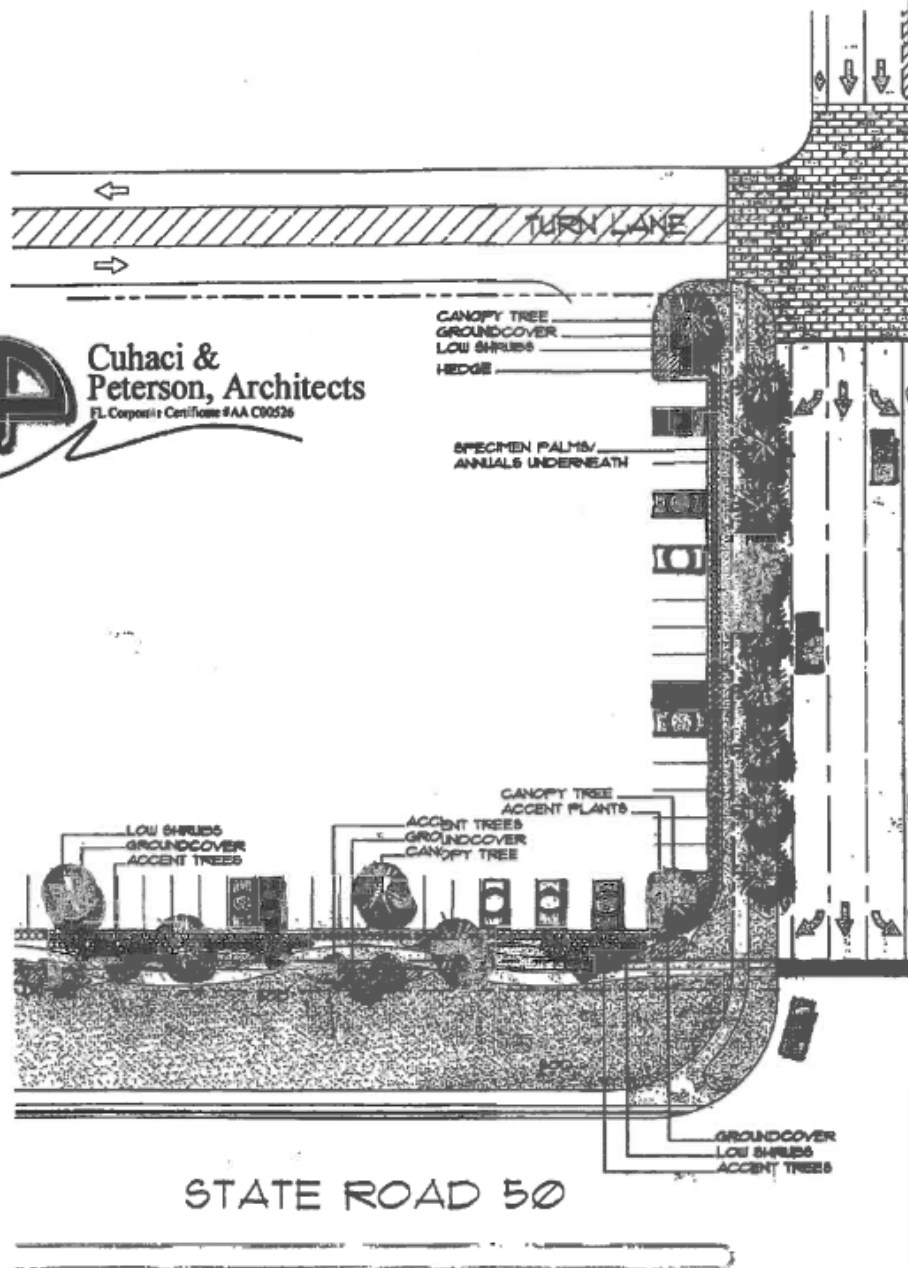


/ Lake Co., FL

Proj. #204405



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



LEGAL NOTICE

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

LOCATION

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

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

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

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

All meetings will be held in City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
February 24, 2015 and March 17, 2015

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
April 7, 2015**

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday April 7, 2015 at 6:30 p.m. by Chairman Nick Jones. Other members present were Carlos Solis, Herb Smith, Judy Proli, Cuqui Whitehead, and Tony Hubbard. Also in attendance were Barbara Hollerand, Development Services Director, Curt Henschel, Planning Manager, John Kruse, Senior Planner, Jack Morgeson, City Attorney, Marivon Adams, Permit Tech, and Rae Chidlow, Planning Specialist.

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

REPORTS

Commissioner Whitehead stated that the Educational Foundation of Lake County allows teachers to post special projects that they want to do. She stated that you can go to the web site and donate towards the projects.

Chairman Jones stated that the Lion's Club has a Golf Tournament fundraiser on May 16, 2015. He stated that on April 24, 2015 the Symphony Orchestra will be performing their last performance of the season.

Commissioner Solis stated that his band has become the artist of the week in Long Island, NY. He stated that they are artist of the month for Smooth Jazz Florida. He stated that their single made number 5 on the charts.

Development Services Director Barbara Hollerand stated that the Special Planning and Zoning meeting will be held on Monday, April 27, 2015 at 6:00 p.m. She stated that Items 11 and 12 have been withdrawn from the April 7 agenda.

1. REQUEST FOR LARGE-SCALE COMP PLAN AMENDMENT

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

APPLICANT: Staff (Plaza Collina)

Planning Manager Curt Henschel presented the staff report as follows:

This administrative request was originally scheduled to be heard by the Planning & Zoning Commission on March 3, 2015, but was tabled to the April 7 meeting to allow staff more time to draft the related conditional use permit.

This request is being heard concurrently with requests for annexation and a conditional use permit (CUP) for a planned unit development (PUD). The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on February 14, 2006. The property is

**City of Clermont
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currently vacant, but will be receiving water and sewer services from the City when developed. The property is approximately 142 acres.

The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Master Planned Development designation. The property, currently zoned Planned Commercial District in Lake County, will become Urban Estate upon annexation.

A related request for a conditional use permit for a PUD will incorporate entitlements for the development secured under the existing Lake County PUD and the Development of Regional Impact (DRI) development order. The CUP for the PUD will rescind the DRI.

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

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

2. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a mixed use Planned Unit Development in the UE Urban Estate zoning district.

APPLICANT: Staff (Plaza Collina)

Planning Manager Curt Henschel presented the staff report as follows:

This administrative request was originally scheduled to be heard by the Planning & Zoning Commission on March 3, 2015, but was tabled to the April 7 meeting to allow staff more time to draft the conditional use permit.

The proposed request is to grant a conditional use permit (CUP) for a mixed-use planned unit development (PUD) with a retail shopping center and outparcels for restaurants and similar commercial uses along SR 50. This development, known as Plaza Collina, is currently approved in Lake County with 1,200,000 square feet of retail space and 200 residential units. Staff has reviewed the approved Development of Regional Impact (DRI) Development Order (Ordinance #2006-16) and the Lake County PUD (Ordinance # 2006-17) and has transferred over to the new CUP/PUD those conditions and the entitlements contained within the documents. The development will include one single-use commercial building not to exceed 187,000 square feet. New conditions require an amendment to the CUP for any additional retail structures over 100,000 square feet, more than two automotive dealerships, or any use that would require a CUP per the City code.

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Staff recommends approval of the conditional use permit for the Plaza Collina PUD.

Lee Arie, 17440 Cobblestone Lane, stated that there is no shortage of car dealerships in this area. He stated that a dealership is somewhere you visit every 4 to 5 years to make a purchase where as a restaurant you will visit more often. He stated that he was hoping to come out of his subdivision and see shops and restaurants, not dealerships. He stated that he would like to see the dealerships at the east end of the property if they have to accept having the dealerships.

Chairman Jones asked why the dealerships can't be on the east end.

Mr. Henschel stated that this is a request from Plaza Collina.

Attorney Rebecca Wilson, Lowndes, Drosdick, Doster, Kantor & Reed, P.A., 215 N. Eola Drive, Orlando, stated that this is not a blank slate. She stated that there are some fixed points, so the light signal is already in place as well as the curb cut. She stated that staff agrees with the location of the dealerships because the City has negotiated with the property owner to create a gateway into the City. She stated that they chose to use the smaller pods for the dealerships.

Mr. Arie stated that auto dealers have cycles of business. He stated that Orlando is left with closed dealerships that are now large empty buildings, cracked asphalt, and weeds. He stated that there are about 20 possible customers for these types of real estate. He stated that restaurants come and go as well, but there is always another restaurant willing to open. He stated that they would like to have something pleasant to look at other than dealerships as they exit their subdivision. He stated that looking at the topography, he feels restaurants can be creative with vistas and cabanas to sit and eat your lunch, rather than having a dealership at that location.

Chairman Jones stated that he brings up a good point. He stated that they have to look at what will benefit the City and the community as a whole. He asked if the road will loop around to Old Highway 50.

Mr. Henschel stated that it is approved through Lake County, and they would still have to get involved with the location of the access points.

Commissioner Solis stated that if they move the dealership to the east end of the property, there would be more traffic in front of Magnolia Pointe.

Mr. Arie stated that they are willing to accept that risk rather than look at a dealership as they exit Magnolia Pointe.

Commissioner Proli stated that the east end of the property is a larger portion of the property. She asked it would be better if they put a hedge around the dealership so that you were looking at landscaping rather than rows of vehicles. She asked if they could only have one dealership, rather than two.

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Ms. Wilson stated that having two dealerships was a compromise with the city. She stated that if she has to move the dealerships to the east section of the property, she will go back to Lake County where she can have an unlimited number of dealerships. She stated that there are significant landscaping requirements along Highway 50. She stated that the roads are under construction now. She stated that they have tried to take the rights that they have with the County and combine them with the interests of Clermont. She stated that she understands the concerns of the neighbors, however they did their due diligence and found what they could do, and now she doesn't want to tell her client that they can't sell the property as it is approved now. She stated that they are already limiting the location of the dealerships.

Commissioner Smith asked if the City is removing the residential units.

Ms. Wilson stated that they are removing the statement that they have to get Lake County Schools concurrency for the existing units, but because these units are included in an approved DRI, they don't need concurrency. She stated that any additional units they will need to meet school concurrency.

Joe Buchman, 12817 Magnolia Pointe Blvd., stated that in the County ordinance there was language that included no auto dealerships, no 24-hour business, and no adult entertainment. He stated that this language has been removed and is under investigation. He stated that there is already an ordinance that states they can't put their vehicles in the right-of-way and they continue to do so. He stated that he is concerned that part of the property is for sale. He had the understanding that everything would be developed together. He stated that everyone wants something like Fowler's Grove, but there are no dealerships in Fowler's Grove. He asked what was going in the 187,000 square foot building. He stated they fought to keep Wal-mart out before and they will do it again. He stated that a Mazda dealership is going in on the south side of Highway 50 as well. He stated that he doesn't have an issue with them putting the dealership on the backside along Old Highway 50.

Mr. Krauss, 13643 First Ave., he stated that he lives in the subdivision across from the east end of the property, so if they relocate the auto dealerships there, they will not be happy either. He stated that he agrees with having the entrance for the dealerships off Old Highway 50; however, he's not sure how that will work for the business.

Alan Hartle, 16191 Hillside Circle, Monteverde, stated that he is a native to this area. He recommended putting the dealerships on pod G, that has already been flattened. He stated that you will not hide a dealership with shrubbery. He stated that the property should be terraced like the rest of Clermont. He stated that the abandoned dealership has become a Sheriff's annex, because there is not much you can do with an abandoned dealership. He stated that more people want to see this property built like Fowler's Grove. He stated that everyone has to go to Fowler's Grove to eat something besides fast-food.

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Nick Pagano, 17353 Chateau Pine Way, asked what the impact going to Clermont. He asked how many people are going to come to the stores and restaurants where there is a dealership in the area.

Chairman Jones asked if the Plaza Boulevard is a dedicated right-of-way.

Mr. Henschel stated that the Plaza Boulevard is part of the Planned Unit Development.

Tim Staab, 12849 Magnolia Pointe Blvd., stated that his concern is that used tire stores come along with dealerships. He stated that if you look down Highway 50 where the closed up dealerships are, you will find tire stores.

Judy Phillips, 13438 Fountainbleau Dr., stated that Lake County Commissioner Sean Parks uncovered that language was removed from the ordinance regarding what was supposed to go at this location. She stated that there was supposed to be upscale shops. She stated that at the time they fought to keep Wal-mart out, the zoning C-1 Neighborhood Commercial and C-2 Community Commercial were not to be permitted. She stated that adult entertainment, gas stations, and dealerships were not permitted, but somehow this language was deleted. She stated that this agenda item should not move forward until they find out the answers.

Mr. Henschel stated that this was approved through the County. He stated that he has been working on this project for two months now and has not come across this issue.

Chairman Jones stated that the City is more stringent than the County so the City should move forward with this item.

Commissioner Whitehead stated that if the property is not annexed into the City, the County can do anything they want. She stated the City needs to annex this property so they can control what is allowed at this location.

Commissioner Whitehead moved to approve the large-scale comp plan amendment. The motion fails due to the lack of a second.

Commissioner Hubbard stated that he still has concerns about whether the public's comments that no dealerships are allowed at this location are true.

Ms. Wilson stated that her client purchased the property in 2010. She stated that the approvals were established in 2006. She stated that she did the due diligence for the purchase of this property. She stated that there are two documents that control this property, which consists of the Development Order and the Planned Unit Development, both adopted in 2006. She stated neither of the documents eliminates auto dealerships. She stated that the County staff and County attorney did not find documents that eliminate auto dealerships.

**City of Clermont
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Attorney Jack Morgeson stated that City Attorney Dan Mantzaris has looked into this issue and has not found anything that limits auto dealerships.

Commissioner Solis asked if the property can back out of the annexation. He asked if the City can annex the property and make the property owner start over with the Planned Unit Development.

Attorney Jack Morgeson stated that the property owners already have rights in the County jurisdiction. He stated that it would be better for the City to not annex, than it is for the City to take away the specific rights of the property owner that are already in place.

Chairman Jones stated that they have to remember that the City is the applicant in this situation. He stated that City sees it as an advantage to have this property in the City. He stated that they either need to vote in favor or deny the application.

Commissioner Proli stated that it is better to annex the property so that the City can control what is allowed on the property.

Chairman Jones stated that the issue is that the approvals have already been made. He stated that the City and the property owner have already been in negotiations. He stated that the City still has some leverage but the property owner has given up a lot of what they could have done by coming into the City.

Mr. Henschel stated that it is part of the utility agreement that the project shall be developed in accordance to Lake County approvals under their current Planned Unit Development.

Commissioner Whitehead moved to approve the large-scale comp plan amendment. The motion fails due to the lack of a second.

Commissioner Whitehead made a motion to recommend approval of the large-scale comp plan amendment; seconded by Commissioner Solis. The vote was 4-2 in favor of approval of the large-scale comp plan amendment, with Commissioners Hubbard and Smith opposing.

Mr. Henschel stated that when voting for the Planned Unit Development, Section 2 item 2 will be removed from the conditions.

Commissioner Whitehead moved to approve the Planned Unit Development. The motion fails due to the lack of a second.

Commissioner Hubbard made a motion to recommend approval of the Planned Unit Development, but remove Section 2 item 4; seconded by Commissioner Smith. The vote fails 3-3 with Chairman Jones and Commissioners Solis and Whitehead opposing.

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Attorney Jack Morgeson stated that the Commissioners have heard testimony that there are no limitations from Lake County allowing auto dealerships. He stated that by not allowing auto dealerships, this will present a potential problem for the City for overly constricting an owner's property right. He stated that he advises not recommending that.

Commissioner Whitehead asked if one of the pods is under contract with an auto dealership already.

Ms. Wilson stated that pod B is currently under contract with Don Mealey Chevrolet. She stated that they have agreed to be annexed pursuant to their entitlements. However, if restricted to no dealerships, she said her client will not be annexed, and they will build the dealerships in Lake County.

Commissioner Whitehead made a motion to recommend approval of the Planned Unit Development; seconded by Commissioner Solis. The vote fails 3-3 with Commissioners Smith, Hubbard and Proli opposing.

Commissioner Hubbard made a motion to recommend denial of the Planned Unit Development; seconded by Commissioner Smith. The vote fails 3-3 with Chairman Jones and Commissioners Solis and Whitehead opposing.

3. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow for office use in the R-3-A Residential/Professional zoning district.

APPLICANT: Don Kirby

Senior Planner John Kruse presented the staff report as follows:

The applicant is requesting a conditional use permit (CUP) to allow for an office use in an existing building located at 176 East Highland Ave. The property is zoned R-3-A Residential/Professional district. Under Sec. 122-164 (a) (1) of the Land Development Code, the R-3-A zoning district may allow this type of use through a conditional use permit.

The applicant desires to use the existing building, which was previously used for a daycare facility, for a professional office. The building is approximately 1,600 square feet of conditioned floor space with 10 parking stalls provided onsite. This exceeds the requirements for parking.

Staff believes that the office use is compatible with the uses in the surrounding area. Several office uses currently exist along Highland Avenue and have received CUPs for office use. This building was also previously used for a real estate office prior to being converted to a daycare facility. Based upon the information presented, staff recommends approval of this request. Don Kirby, 16545 Spring Park Dr., stated that he is purchasing this building to operate a permitting business. He stated that he is a retired Building Official and helps people get permits. He stated that he will be using this location as his office with 7 or 8 employees.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-20; <i>Final</i> Don Mealey Chevrolet		
Requested Action		
Move to approve Ordinance 2015-20.		
Staff Report		
This administrative request is being heard concurrently with requests for a large-scale comprehensive plan amendment and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on May 27, 2003. The property is improved and is receiving water and sewer services from the City. The property, approximately 16.74 acres, has been developed as an auto dealership, Don Mealey Chevrolet. 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. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Annual revenue increase to the City is anticipated to be approximately \$14,900.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ANN ORD 2015-20.doc	
2. Maps	Don Mealey Maps.pdf	
3. Utility Agreement	Bill Seidle Utility Agreement.pdf	
4. Legal ad	ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property, dated May 27, 2003; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property, to-wit:

Legal Description

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

Containing 16.74 acres, more or less

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

CITY OF CLERMONT
ORDINANCE No. 2015-20

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

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

SECTION 5.

This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-20

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Don Mealey Chevrolet

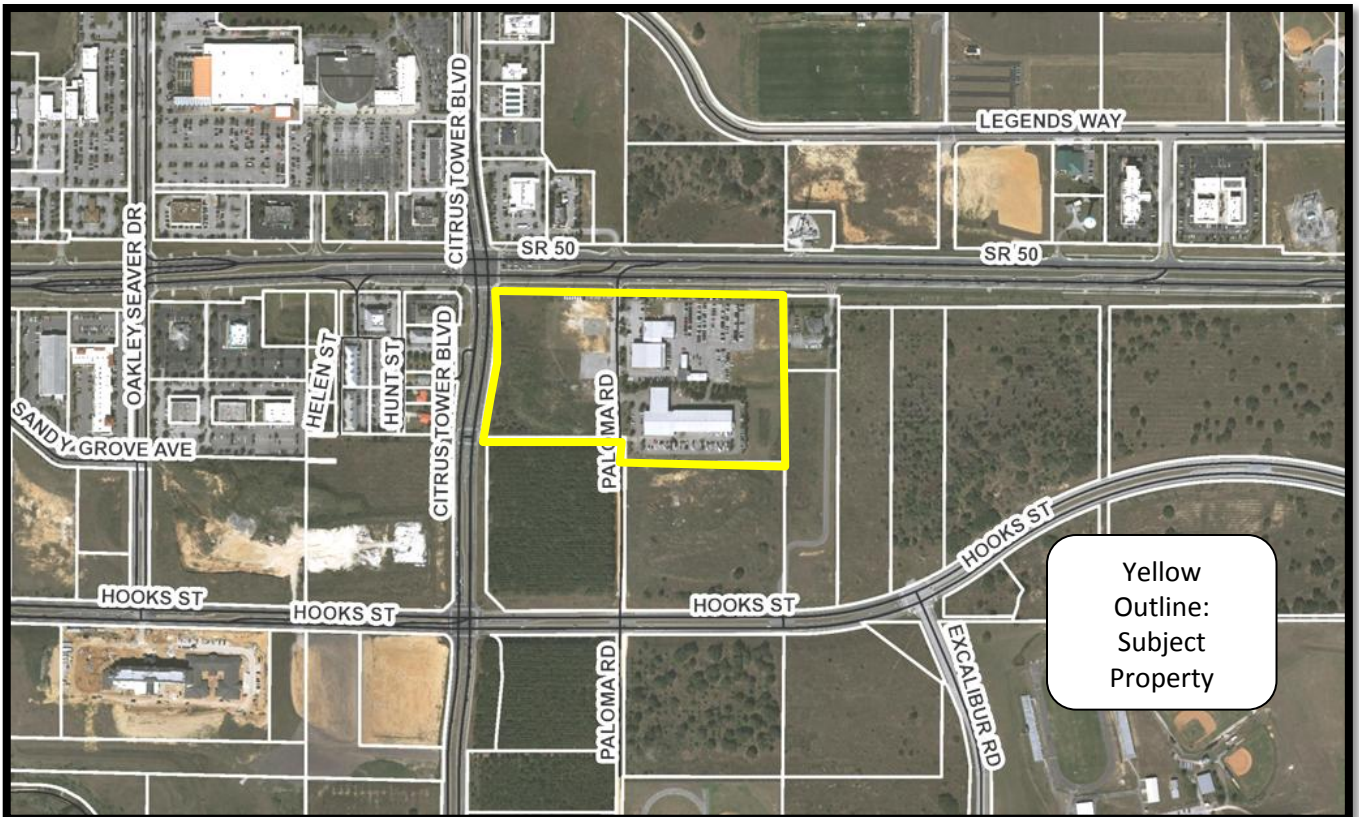
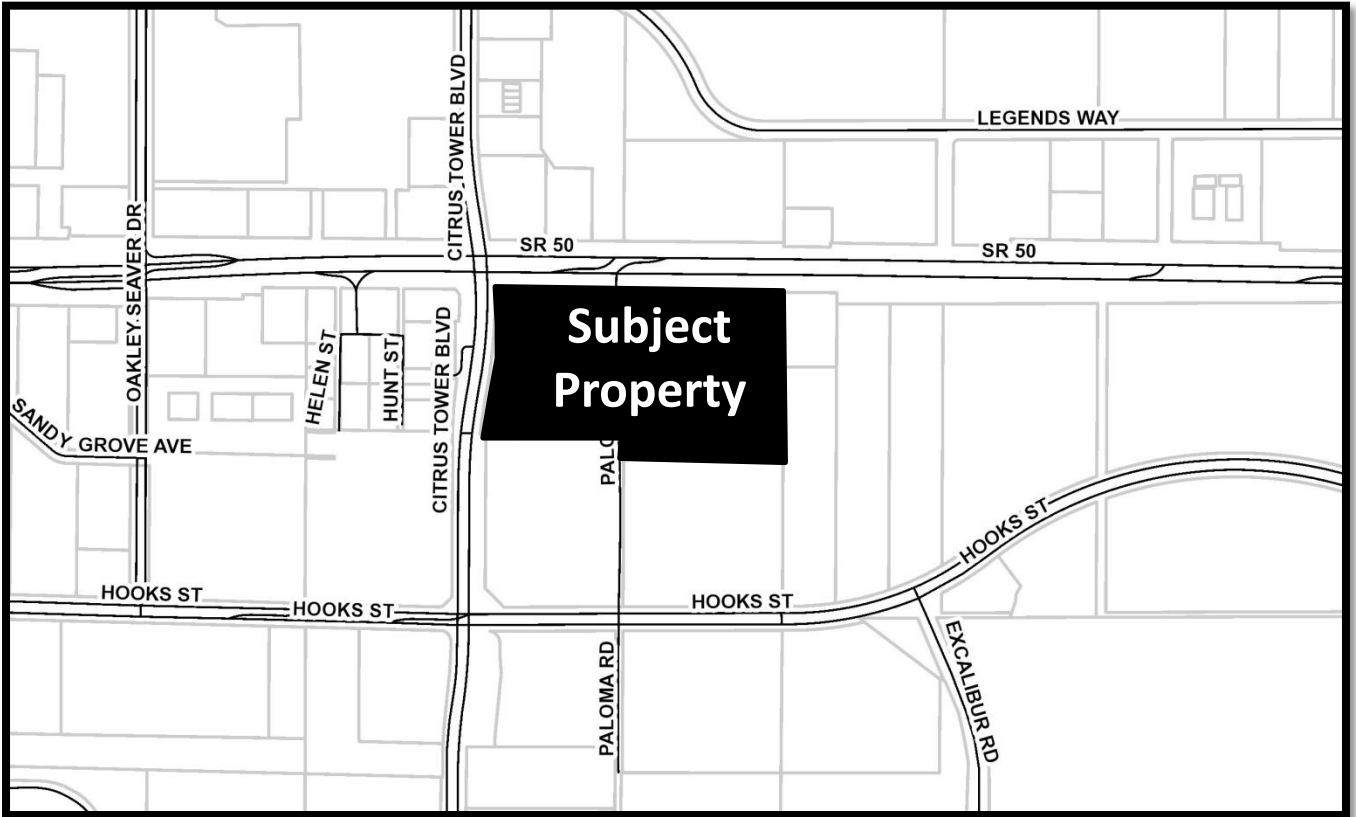


Exhibit – Future Land Use
Don Mealey Chevrolet

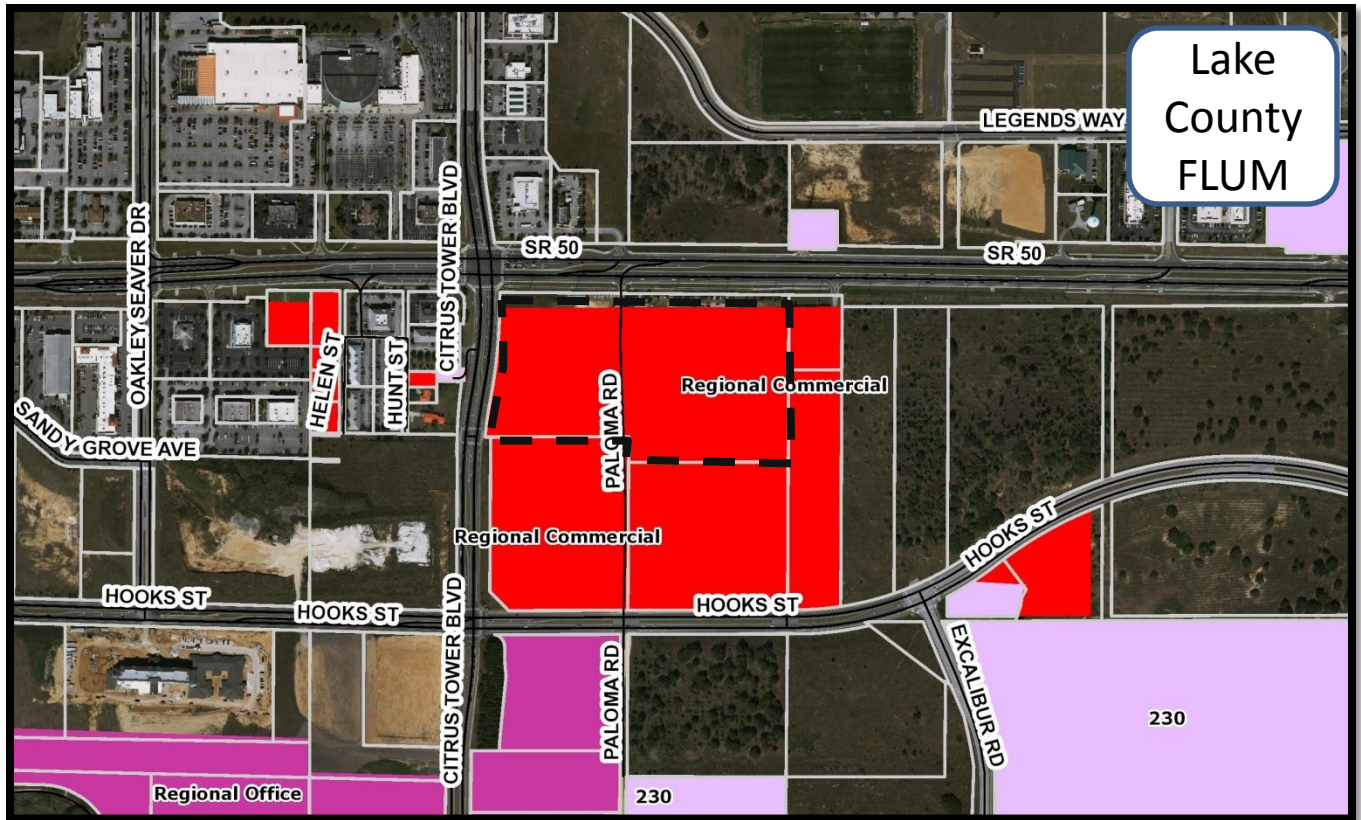
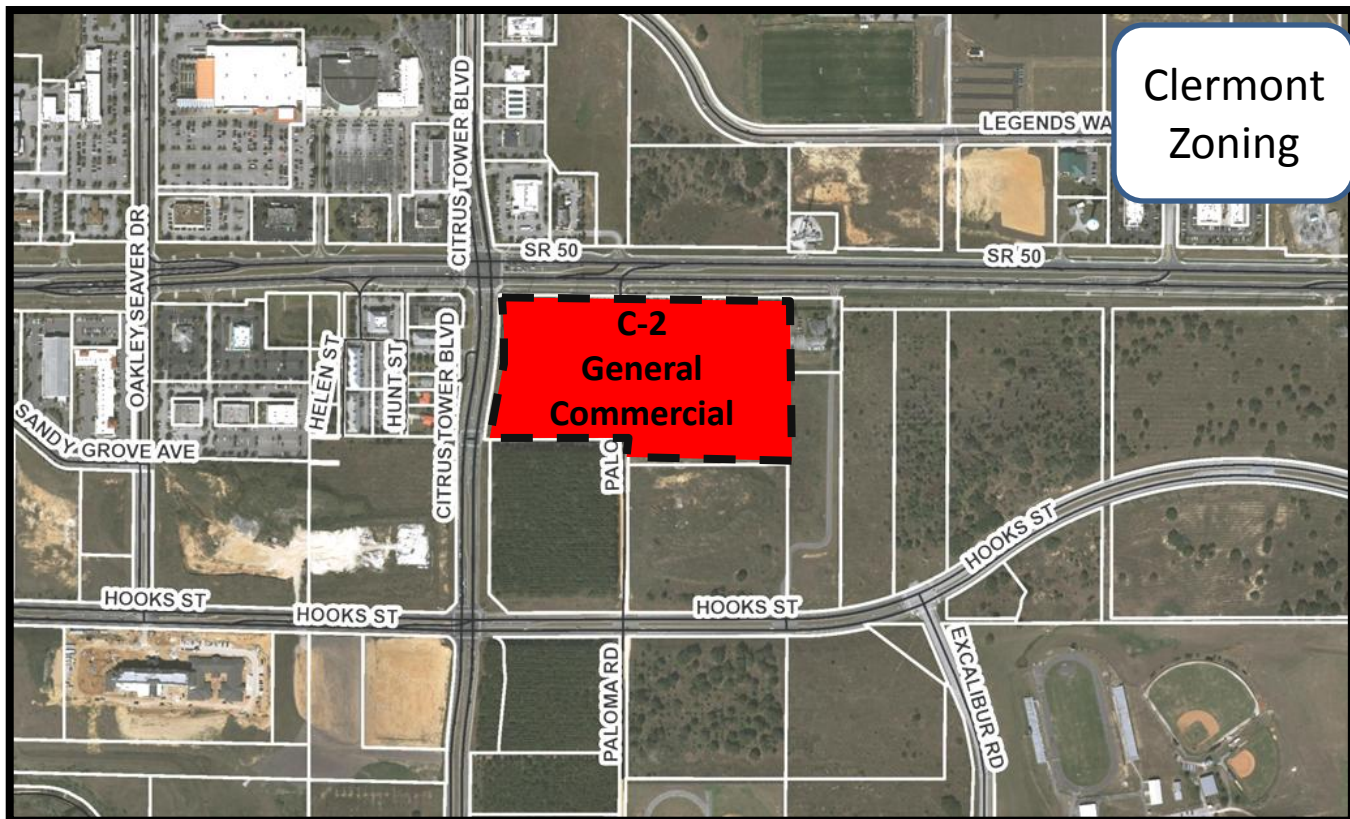
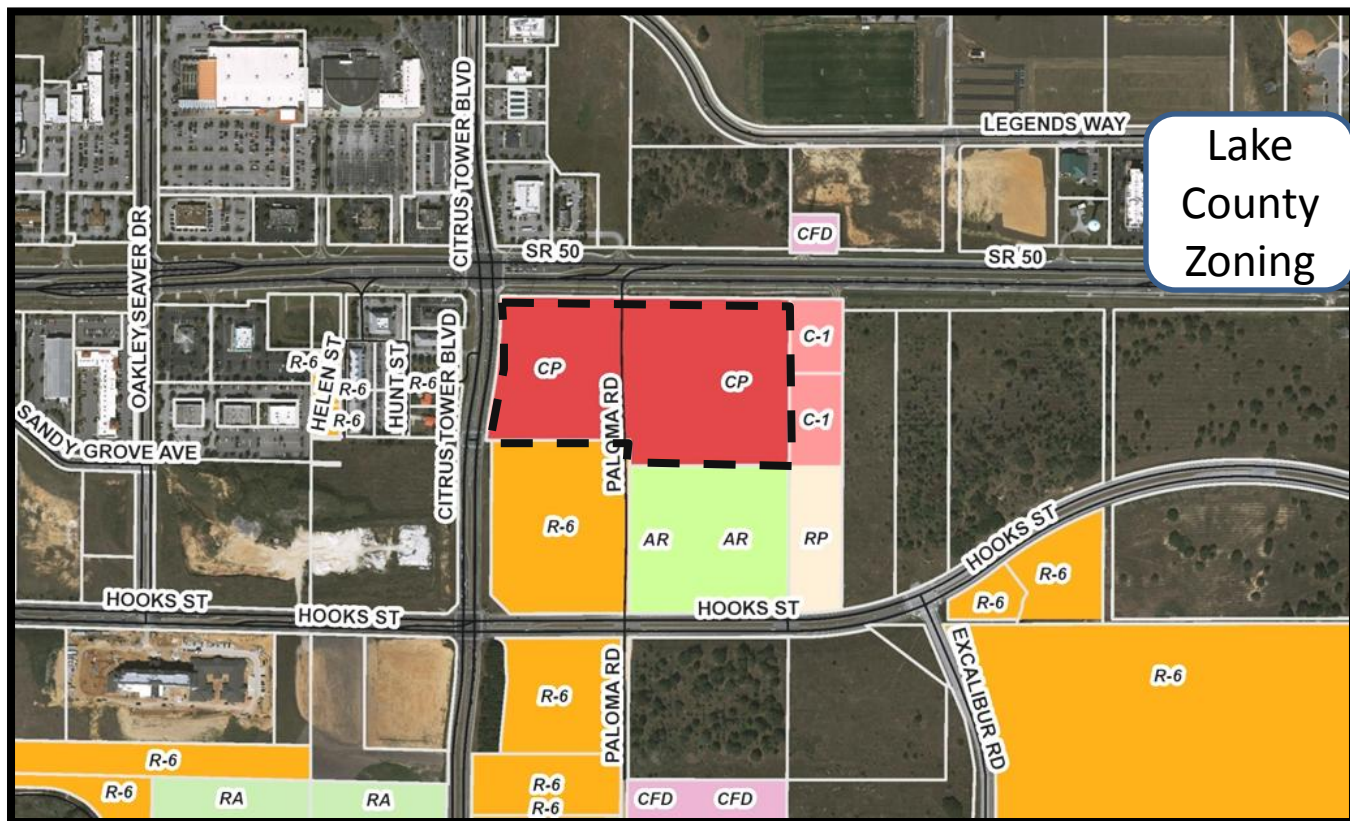


Exhibit – Zoning
Don Mealey Chevrolet



3/7/03

WATER & WASTEWATER SERVICE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

Section 2. DEVELOPMENT STANDARDS

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

Section 3. ANNEXATION

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

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

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

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

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

DATED this 21 day of May, 2003.

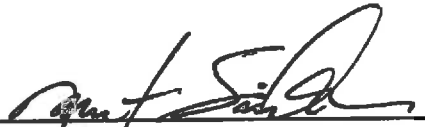
CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

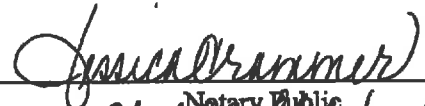
OWNER


Robert Seidle, Owner

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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



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

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

ATTACHMENT "A"

Legal Description:

09-22-26

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

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday April 28, 2015 at 6:00 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

Don Mealey Chevrolet
(Alternate Key 1648254)
14138 STATE ROAD 50
South of S.R. 50 and east of Citrus Tower Blvd

LEGAL DESCRIPTION

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

Containing 16.74 acres, more or less

See Map Below

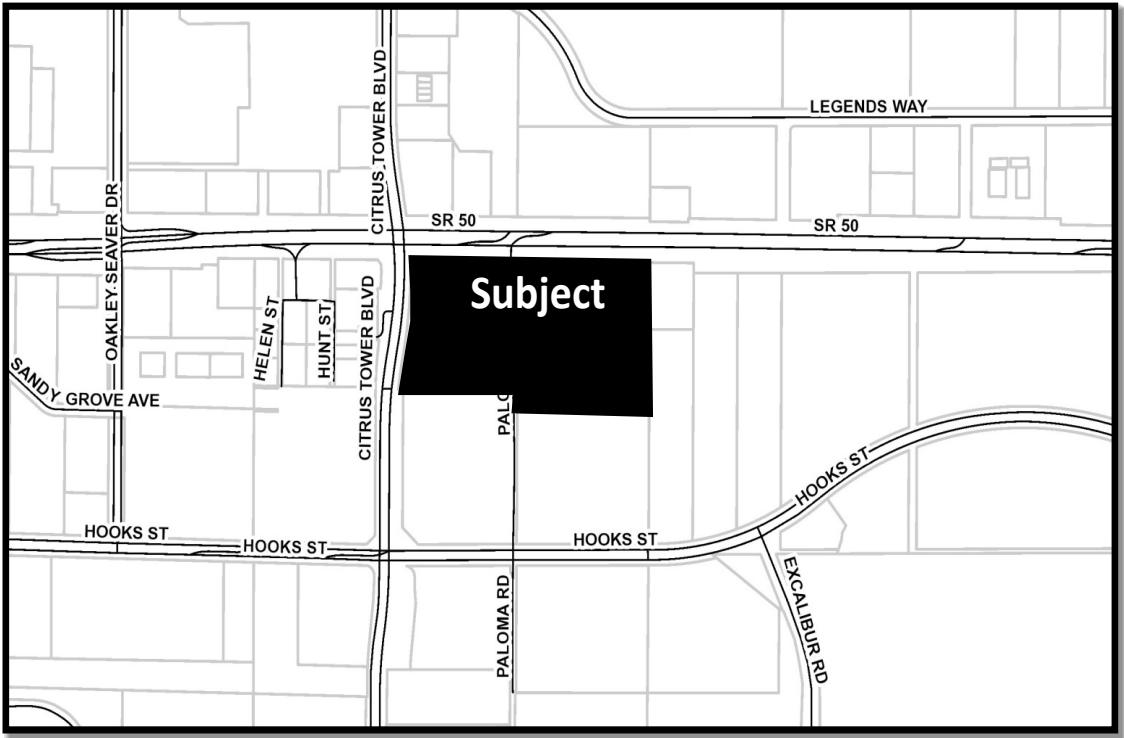
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
April 7, 2015 and April 14, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-22; <i>Final</i> Don Mealey Chevrolet		
Requested Action		
Move to approve Ordinance 2015-22.		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on May 27, 2003. The property is improved and is receiving water and sewer services from the City. The property, approximately 16.74 acres, has been developed as an auto dealership, Don Mealey Chevrolet. The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Commercial District) to the City's C-2 General Commercial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. Staff recommends approval of the rezoning to C-2 General Commercial. <i>At the Planning & Zoning Commission meeting April 7, 2015, Commissioner Cuqui Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2015-22.doc	
2. Maps	Don Mealey Maps.pdf	
3. Utility Agreement	Bill Seidle Utility Agreement.pdf	
4. Legal ad	REZ legal ad Don Mealey.docx	
5. P&Z minutes	P&Z minutes rezoning.pdf	

CITY OF CLERMONT
ORDINANCE No. 2015-22

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

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

SECTION 1:

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

LEGAL DESCRIPTION

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

Containing 16.74 acres, more or less

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

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

SECTION 2:

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

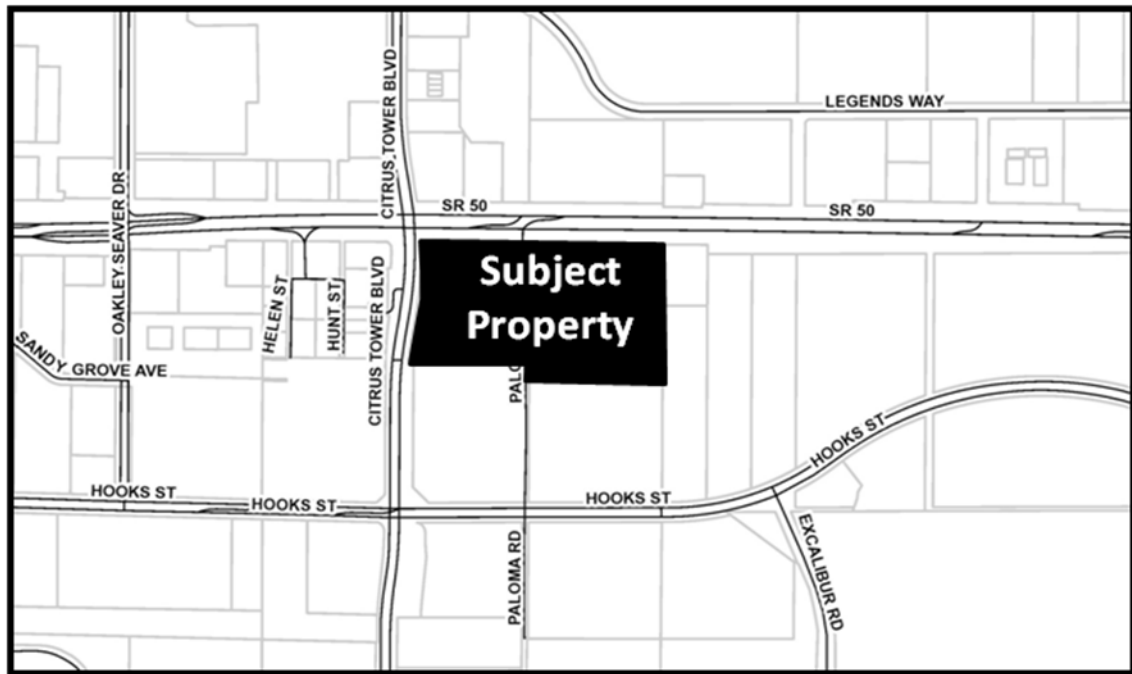
SECTION 3:

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

SECTION 4:

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

CITY OF CLERMONT
ORDINANCE No. 2015-22



CITY OF CLERMONT
ORDINANCE No. 2015-22

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Don Mealey Chevrolet

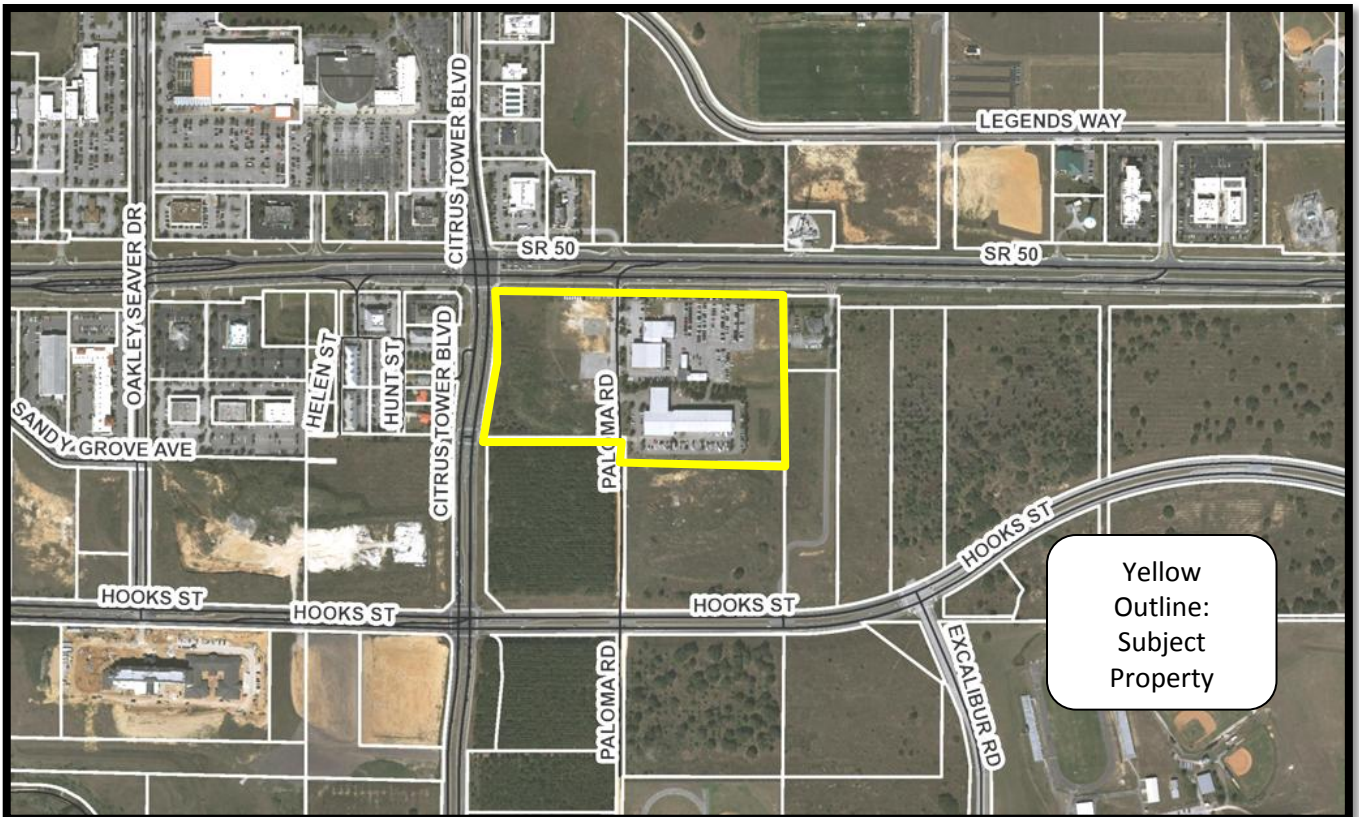
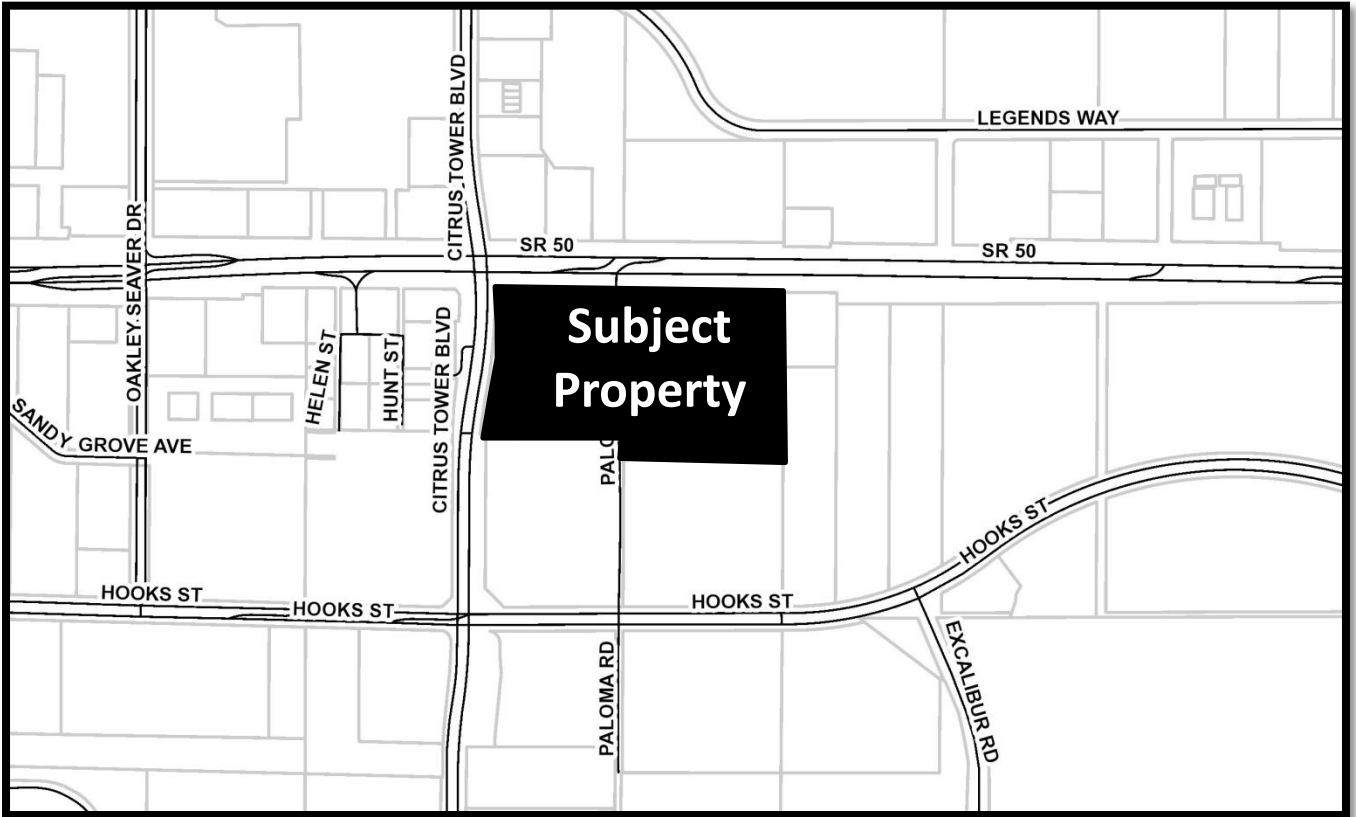


Exhibit – Future Land Use
Don Mealey Chevrolet

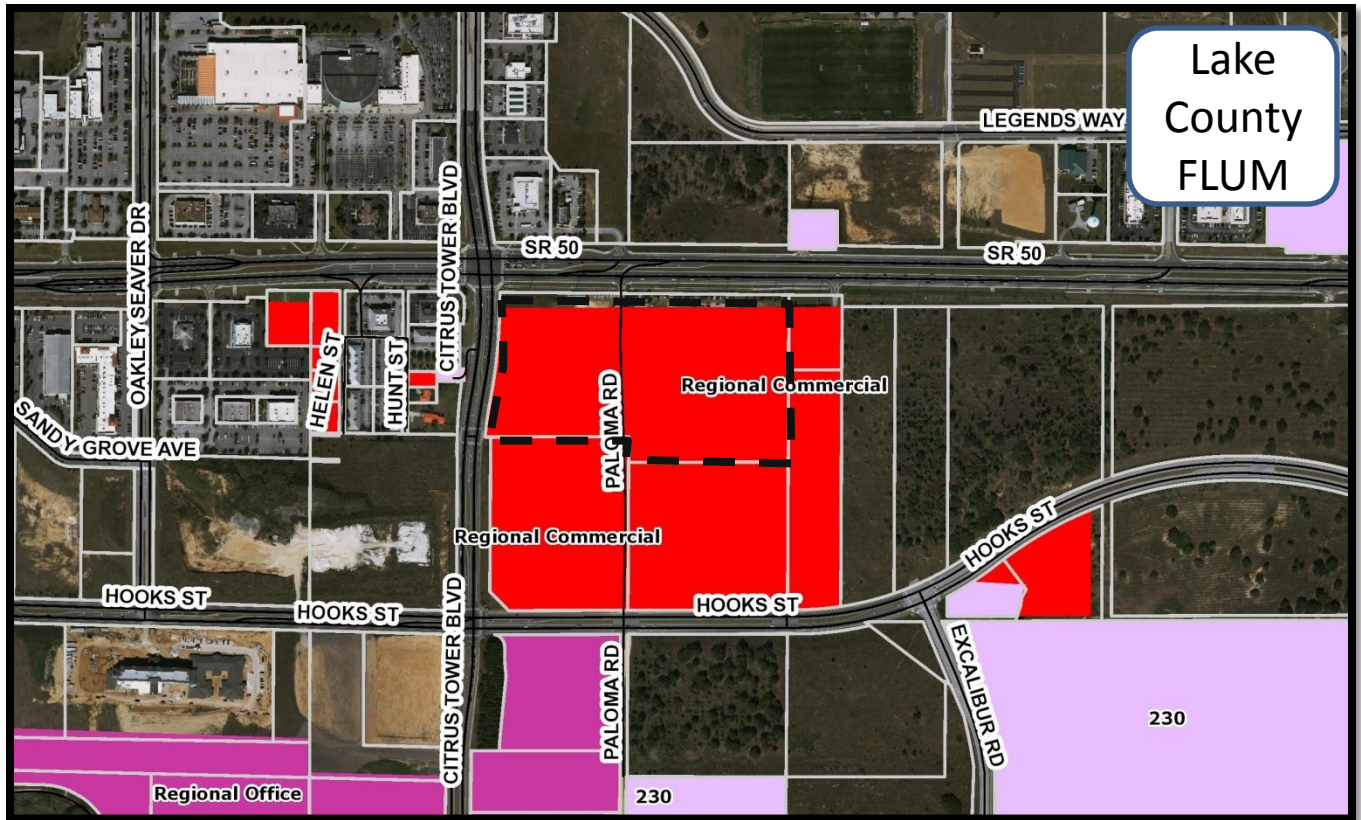
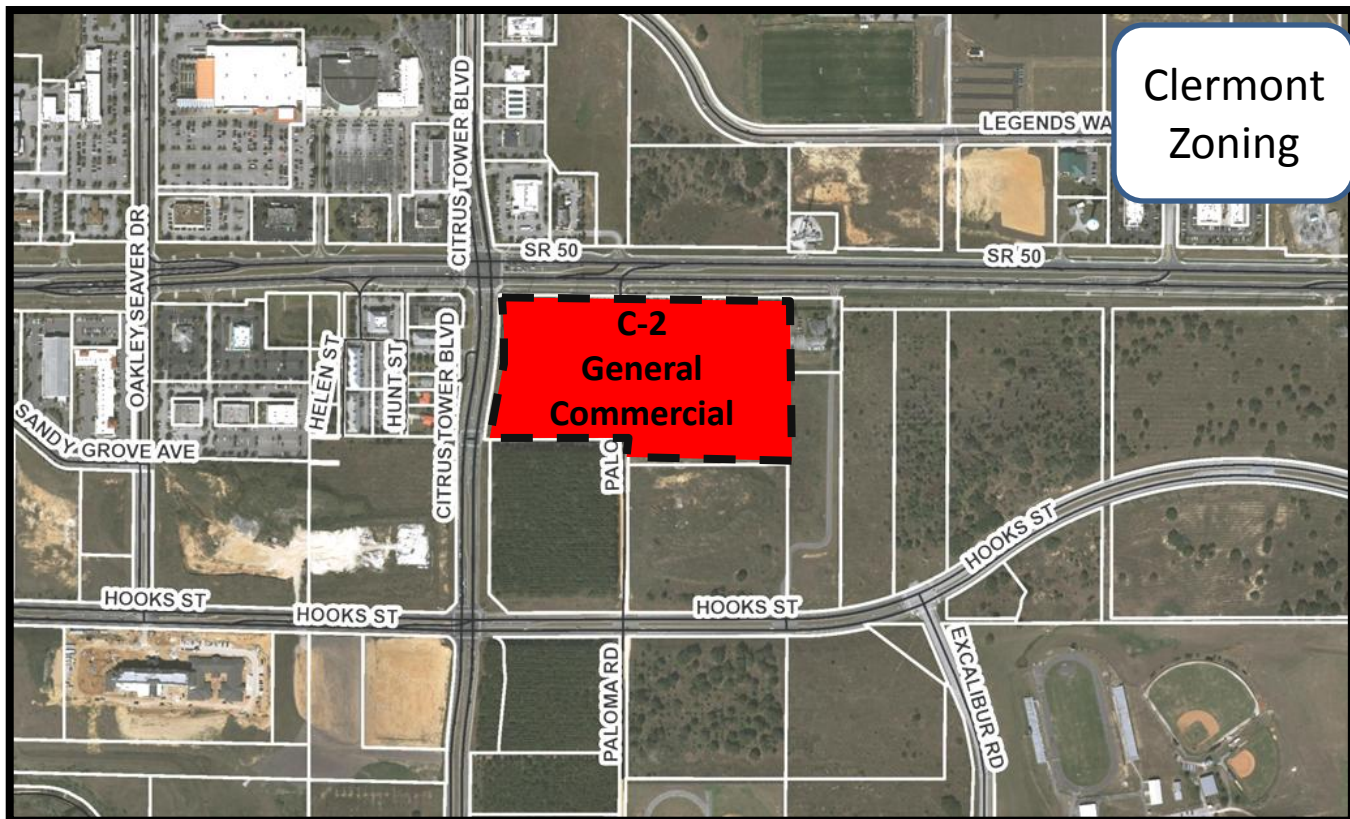
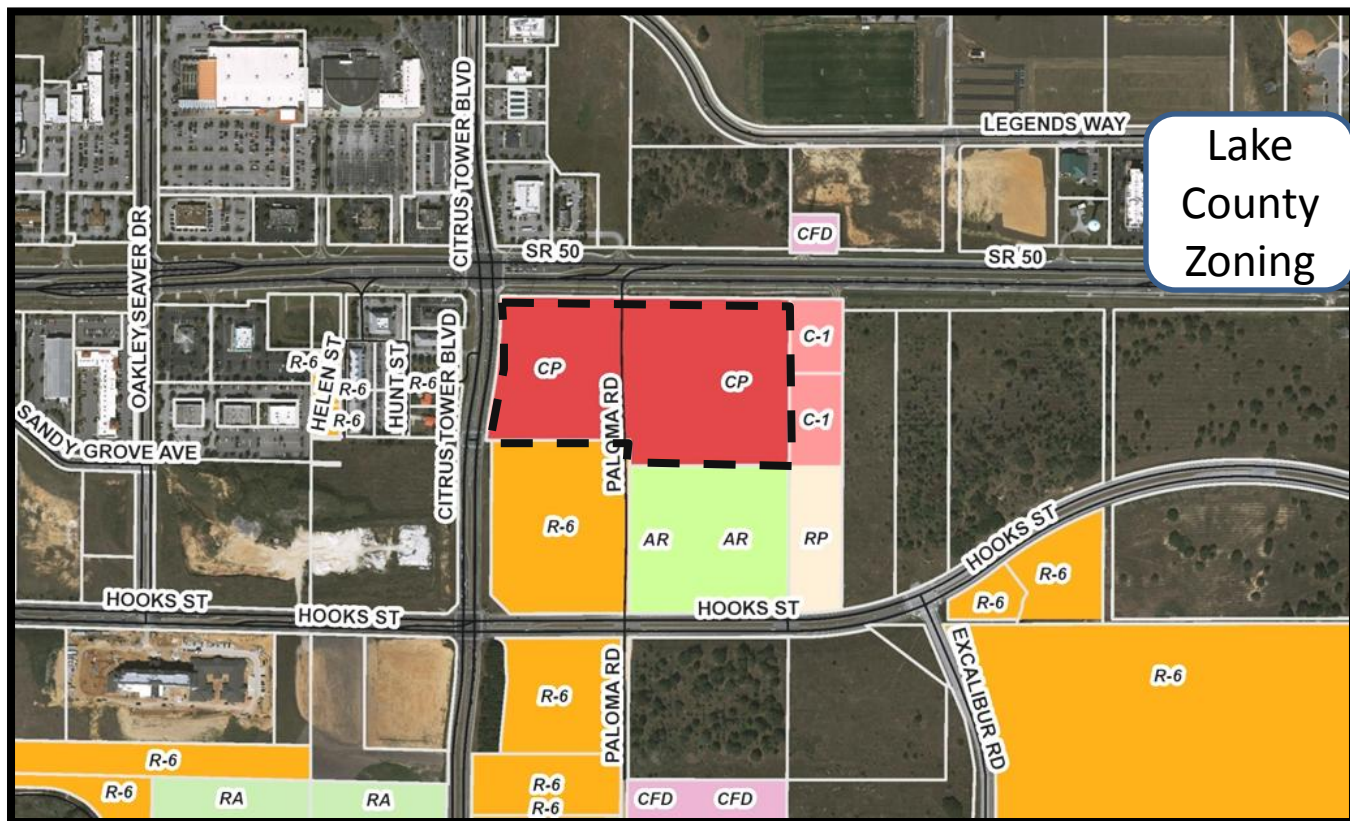


Exhibit – Zoning
Don Mealey Chevrolet



3/7/03

WATER & WASTEWATER SERVICE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

Section 2. DEVELOPMENT STANDARDS

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

Section 3. ANNEXATION

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

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

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

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

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

DATED this 21 day of May, 2003.

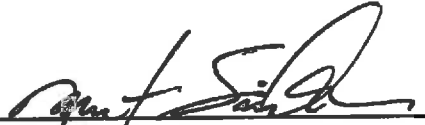
CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

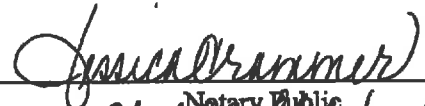
OWNER


Robert Seidle, Owner

STATE OF FLORIDA
COUNTY OF LAKE

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

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



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

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

ATTACHMENT "A"

Legal Description:

09-22-26

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

LEGAL NOTICE

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

ORDINANCE NO. 2015-22

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

LOCATION

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

LEGAL DESCRIPTION

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

Containing 16.74 acres, more or less

FROM UE Urban Estate
TO C-2 General Commercial

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

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

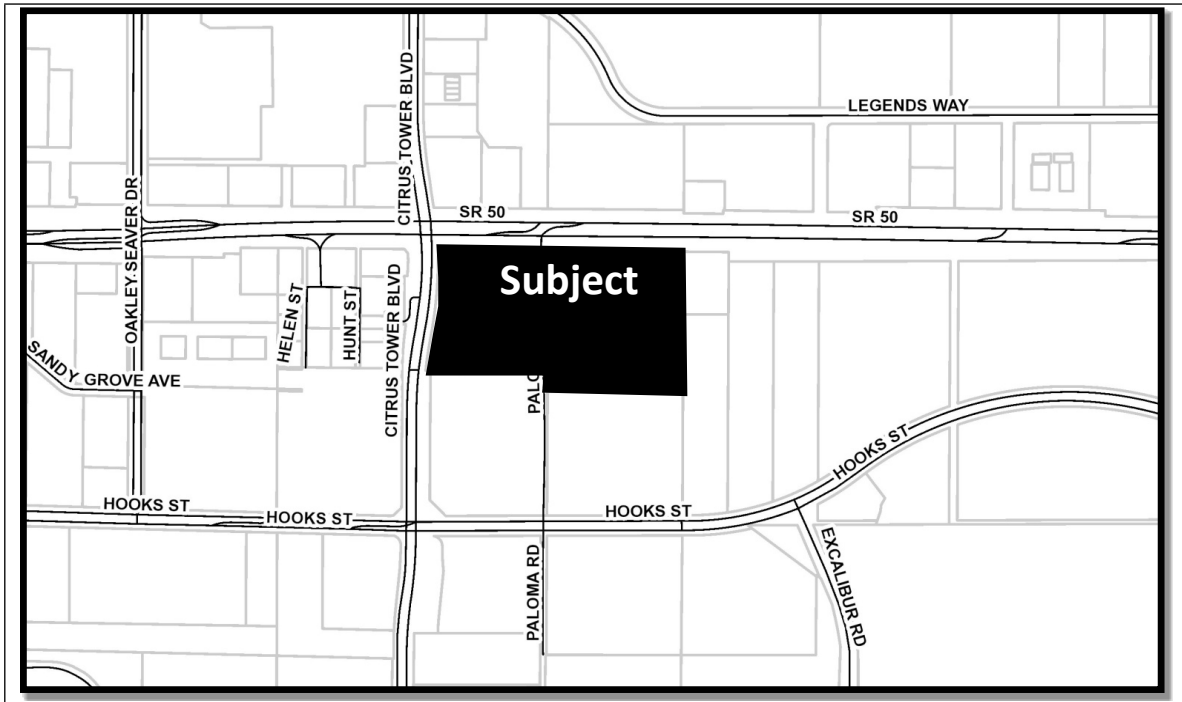
All meetings will be held at City Hall, located at 685 W. Montrose Street.

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 14, 2015



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
April 7, 2015**

Page 9

The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 16.74 acres, has been developed as an auto dealership, Don Mealey Chevrolet.

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

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

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

Commissioner Whitehead moved to recommend approval of the large-scale comp plan amendment; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

6. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to C-2 General Commercial
APPLICANT: Staff (Don Mealey)

Senior Planner John Kruse presented the staff report as follows:

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

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

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

7. REQUEST FOR SMALL-SCALE COMP PLAN AMENDMENT

REQUEST: To change future land use from Lake County Regional Commercial to City of Clermont Commercial
APPLICANT: Staff (Nissan)



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-23; <i>Final</i> Clermont Nissan		
Requested Action		
Move to approve Ordinance 2015-23.		
Staff Report		
This administrative request is being heard concurrently with requests for a small scale comprehensive plan amendment and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on December 5, 2011. The property is improved and is receiving water and sewer services from the City. The property, approximately 7.7 acres, has been developed as an auto dealership, Clermont Nissan. 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. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Annual revenue increase to the City is anticipated to be approximately \$14,100.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ANN ORD 2015-23.doc	
2. Maps	Clermont Nissan Maps.pdf	
3. Utility Agreement	Nissan Utility Agreement.pdf	
4. Legal ad	ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property that includes a Notice of Encumbrance to annex, dated December 5, 2011; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property, to-wit:

Legal Description

Lake Highlands 26-22-26 from northwest corner of Section 26, run south 89-26-50 east along north line 666.86 feet to northeast corner of Tract 8, south 0-01-49 west along said east line of Tract 8 a distance of 568.30 feet to southeast corner of Tract 8, being also a point on northerly right-of-way line of ACL RR right-of-way for point of beginning, continue south 0-01-49 west along east line of said Tract 9 and its extension northerly a distance of 582.77 feet to a point on northerly right-of-way line of SR 50, north 89-23-48 west along northerly right-of-way line 128.70 feet, north 0-36-12 east 18 feet, north 89-23-48 west 400 feet, south 0-36-12 west 18 feet, north 89-23-48 west 124.26 feet to a point on west line of Tract 9, said point also being east line of a 15 foot right-of-way, north 0-05-07 east along west line of said Tract 9 and its extension

CITY OF CLERMONT
ORDINANCE No. 2015-23

northerly a distance of 467.20 feet to a point on northerly right-of-way line of ACL RR, north 80-34-55 east along northerly line of RR right-of-way a distance of 620.78 feet, thence continue northeasterly along northerly right-of-way line of RR a curve to the left, an arc distance of 40.74 feet, said curve having a radius of 1826.84 feet, a delta angle of 01-16-40 and a chord bearing and distance of north 79-56-35 east 40.74 feet to point of beginning, being Tract 9 and that part of RR right-of-way lying north of Tract 9 lying between east and west line of Tract 9 extended northerly; PB 3, PG 52, ORB 4037, PG 1355, Public Records of Lake County, Florida.

Containing 7.7 acres, more or less

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

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

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

SECTION 5.

This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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

CITY OF CLERMONT
ORDINANCE No. 2015-23

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-23

3

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Clermont Nissan

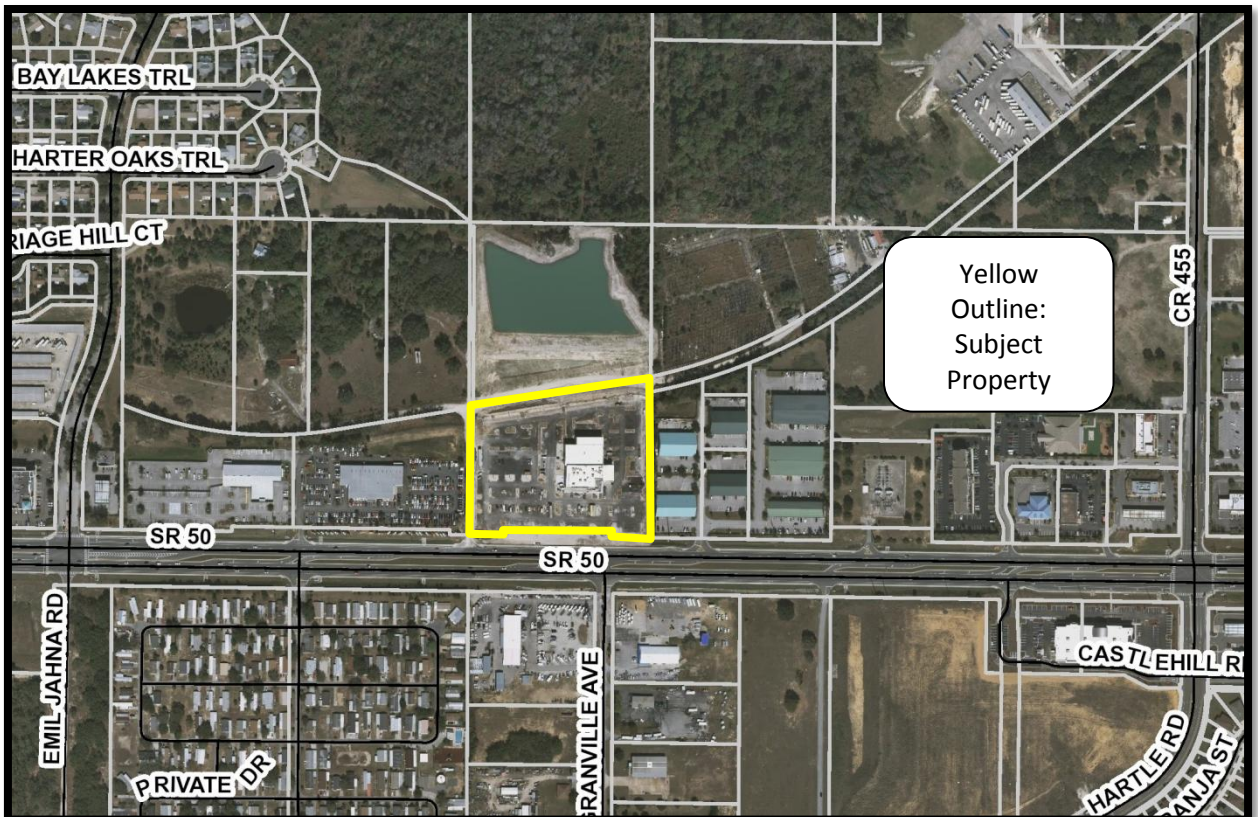
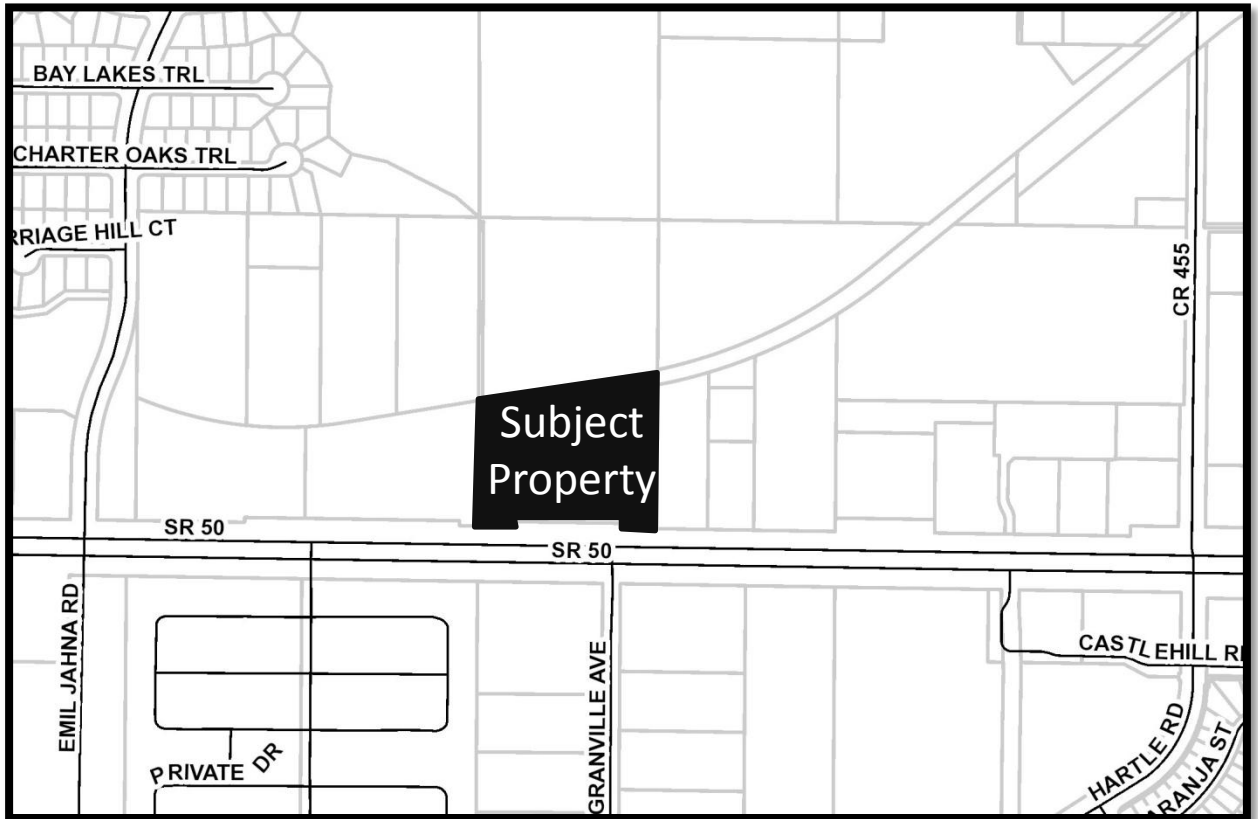


Exhibit – Future Land Use
Clermont Nissan

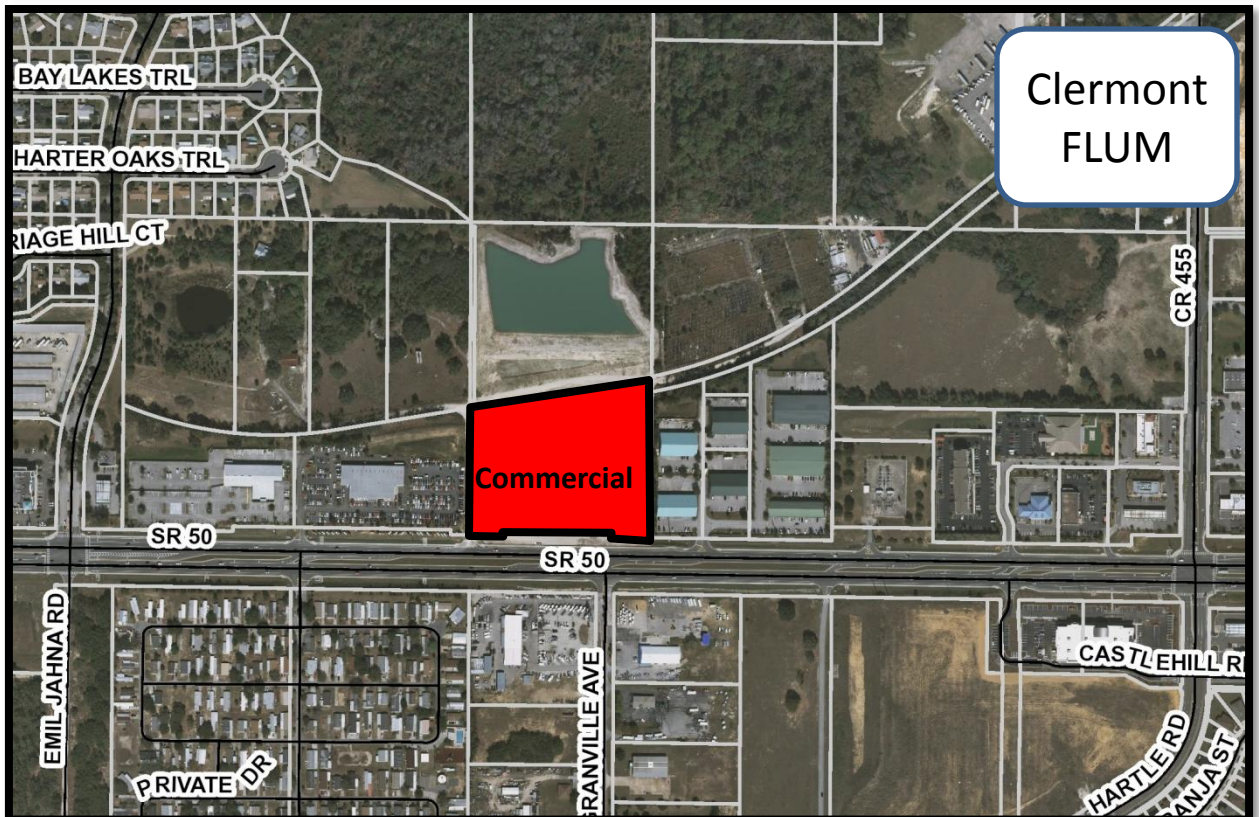
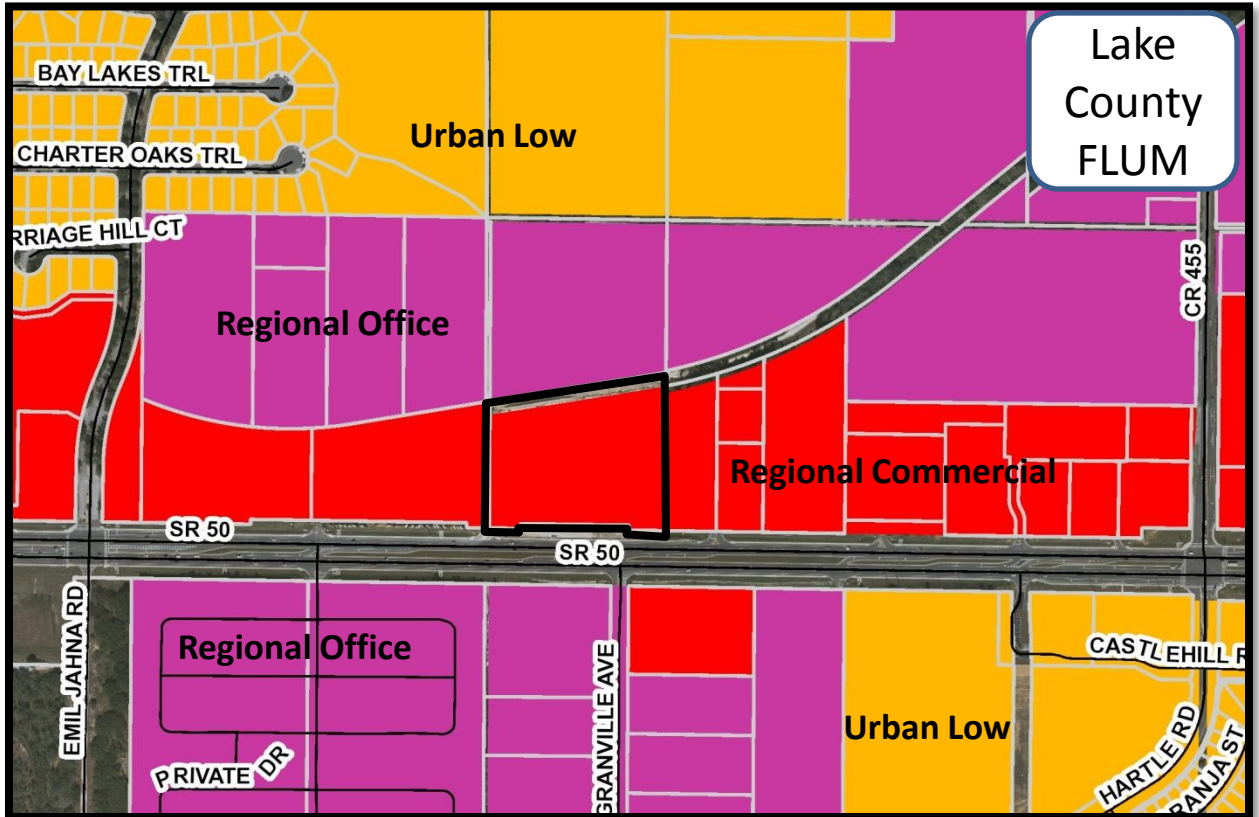
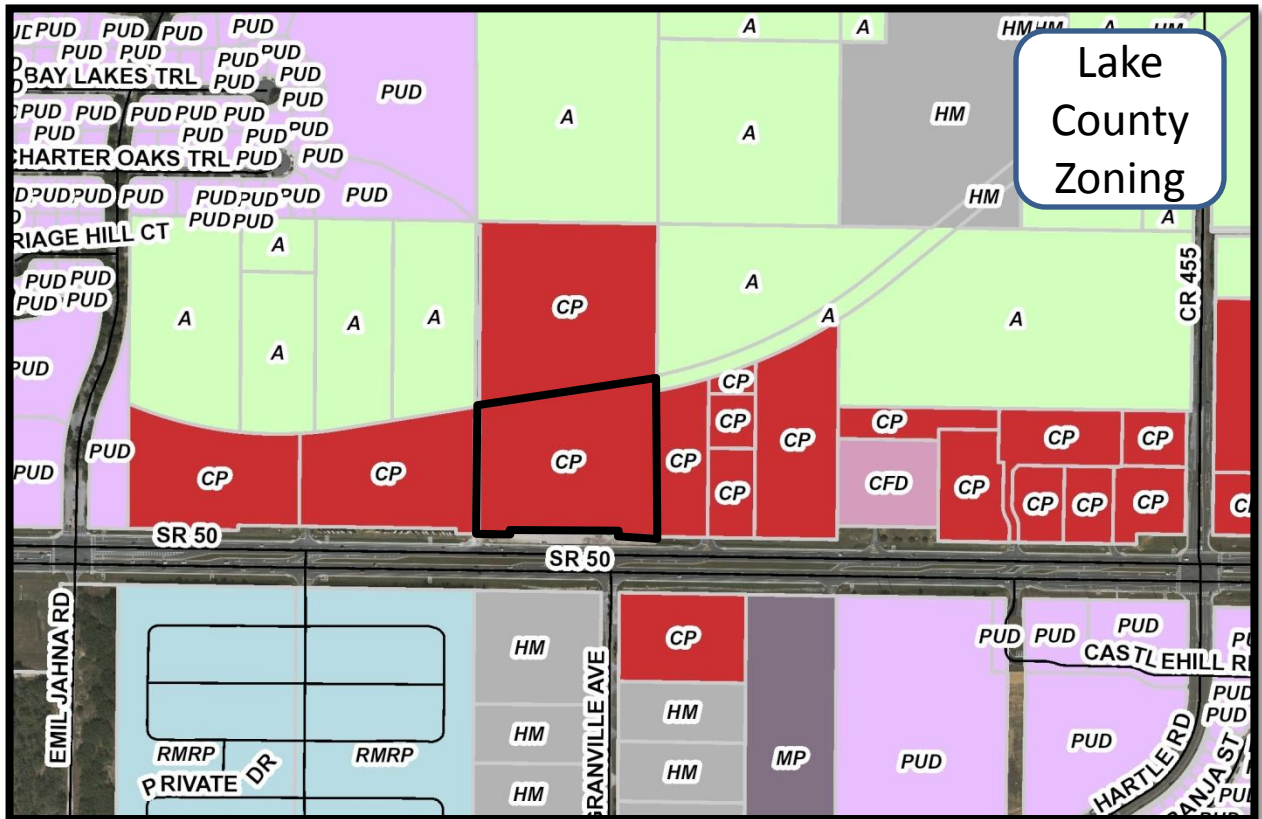


Exhibit – Zoning
Clermont Nissan



Return to:

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



UTILITY SERVICE AGREEMENT FOR WATER & WASTEWATER

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. DEVELOPMENT STANDARDS

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

Section 3. WAIVER REQUESTS FOR THE PROPERTY

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

(a) Retaining Wall Height.

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

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

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

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

In addition, 45 employee parking spaces are provided.

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

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

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

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

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

Section 4. ANNEXATION

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

Section 5. SEVERABILITY

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

Section 6. NOTICES

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

CITY

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

OWNER

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

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

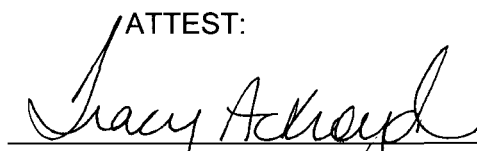
The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years

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

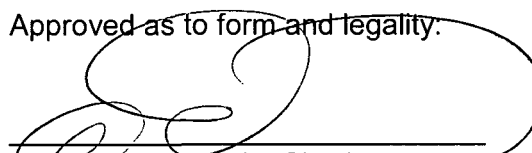
DATED this 8th day of November, 2011.

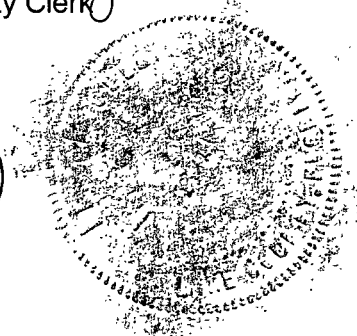
CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality.


Daniel F. Mantzaris, City Attorney



OWNER: Colonial Acquisitions, Inc.

[Signature]
Signature

Title: V. Pres

Raymond S. Reed
Print Name

STATE OF FL
COUNTY OF Orange

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

Notary Public *[Signature]* SEAL:
Type/print name C Edwards

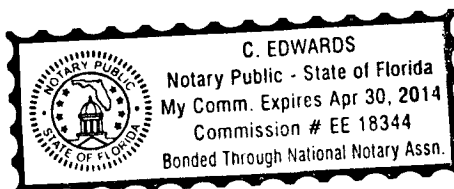


EXHIBIT "A"**PROPERTY DESCRIPTION****Owners:**

Colonial Acquisitions, Inc.

Description:

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

Containing 7.7 acres, more or less

Lake County Alternate Key Numbers:

1118191

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

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

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

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

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

Exhibit "A"

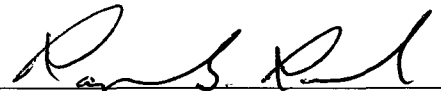
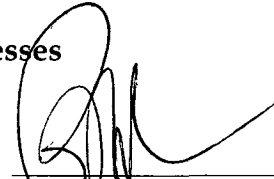
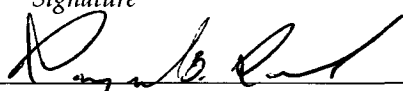
Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

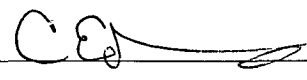
WITNESSES (Two required):

Colonial Acquisitions, Inc.

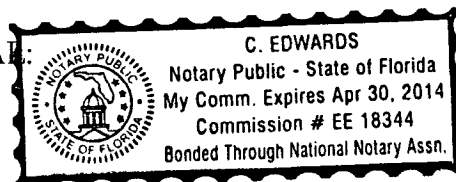
Witnesses

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

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

Notary Public 
Type/print name C Edwards

SEAL:



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

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

Aerial view:



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

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday April 28, 2015 at 6:00 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

Clermont Nissan
(Alternate Key 1118191)
16005 STATE ROAD 50

LEGAL DESCRIPTION

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

Containing 7.7 acres, more or less

See Map Below

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, 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 will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
April 7, 2015 and April 14, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																	
Tuesday, April 28, 2015																	
Agenda Item Name																	
Ordinance No. 2015-24; <i>Final</i> Clermont Nissan																	
Requested Action																	
Move to approve Ordinance 2015-24.																	
Staff Report																	
This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on December 5, 2011. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 7.7 acres, has been developed as an auto dealership, Clermont Nissan. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the future land use map amendment from Lake County Regional Commercial to Commercial in the City. <i>At the Planning & Zoning Commission meeting April 7, 2015, Commissioner Judy Proli moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval.</i>																	
Additional Analysis																	
Fiscal Impact Summary																	
Fiscal Impact	Fund Number and Description	Available Budget Amount															
Exhibits Attached (copies of original agreements)																	
<table><tr><td>1.</td><td>Ordinance</td><td>CPA Ord. 2015-24.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Clermont Nissan Maps.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>Nissan Utility Agreement.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>CPA legal ad.docx</td></tr><tr><td>5.</td><td>P&Z minutes</td><td>P&Z minutes.pdf</td></tr></table>			1.	Ordinance	CPA Ord. 2015-24.doc	2.	Maps	Clermont Nissan Maps.pdf	3.	Utility Agreement	Nissan Utility Agreement.pdf	4.	Legal ad	CPA legal ad.docx	5.	P&Z minutes	P&Z minutes.pdf
1.	Ordinance	CPA Ord. 2015-24.doc															
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3.	Utility Agreement	Nissan Utility Agreement.pdf															
4.	Legal ad	CPA legal ad.docx															
5.	P&Z minutes	P&Z minutes.pdf															

CITY OF CLERMONT
ORDINANCE No. 2015-24

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

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

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

CITY OF CLERMONT
ORDINANCE No. 2015-24

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

Containing 7.7 acres, more or less

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

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL

Section 2.

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

Section 3.

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

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2015-24

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-24

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

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Clermont Nissan

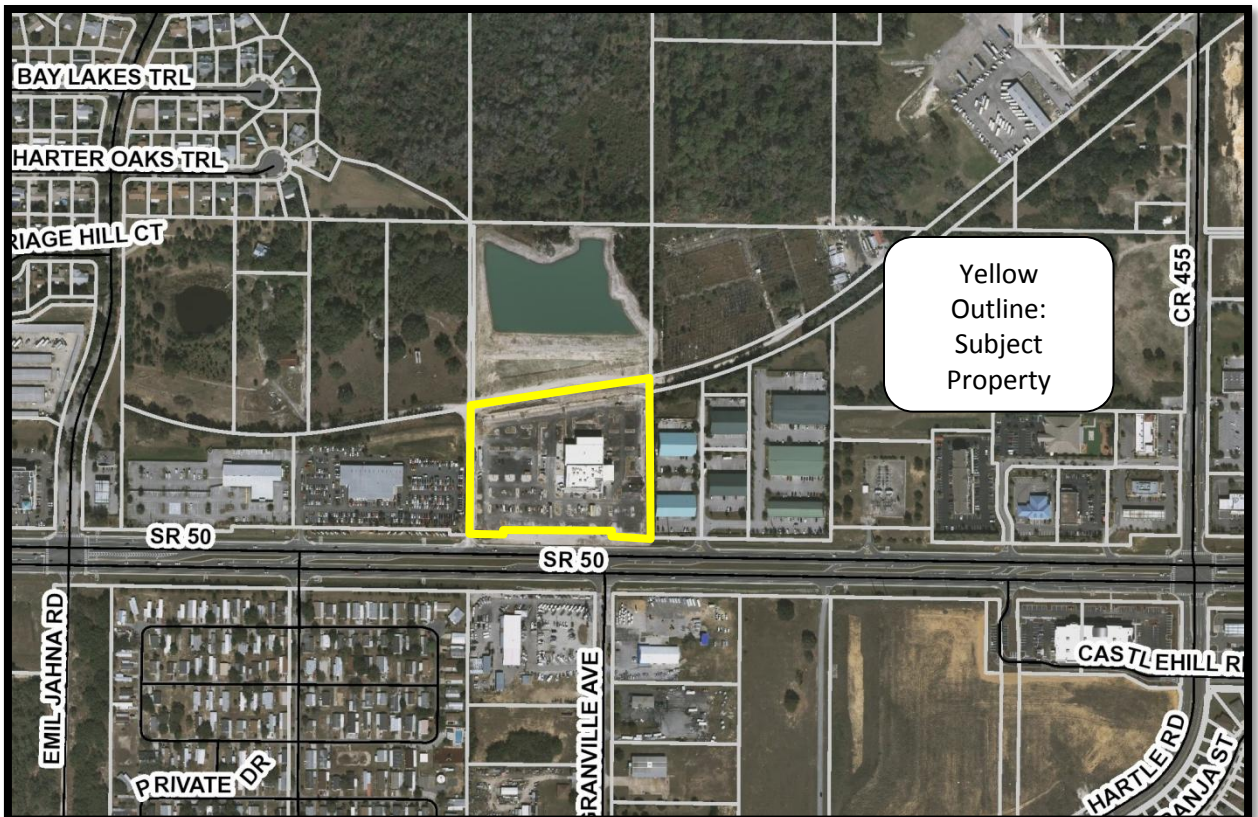
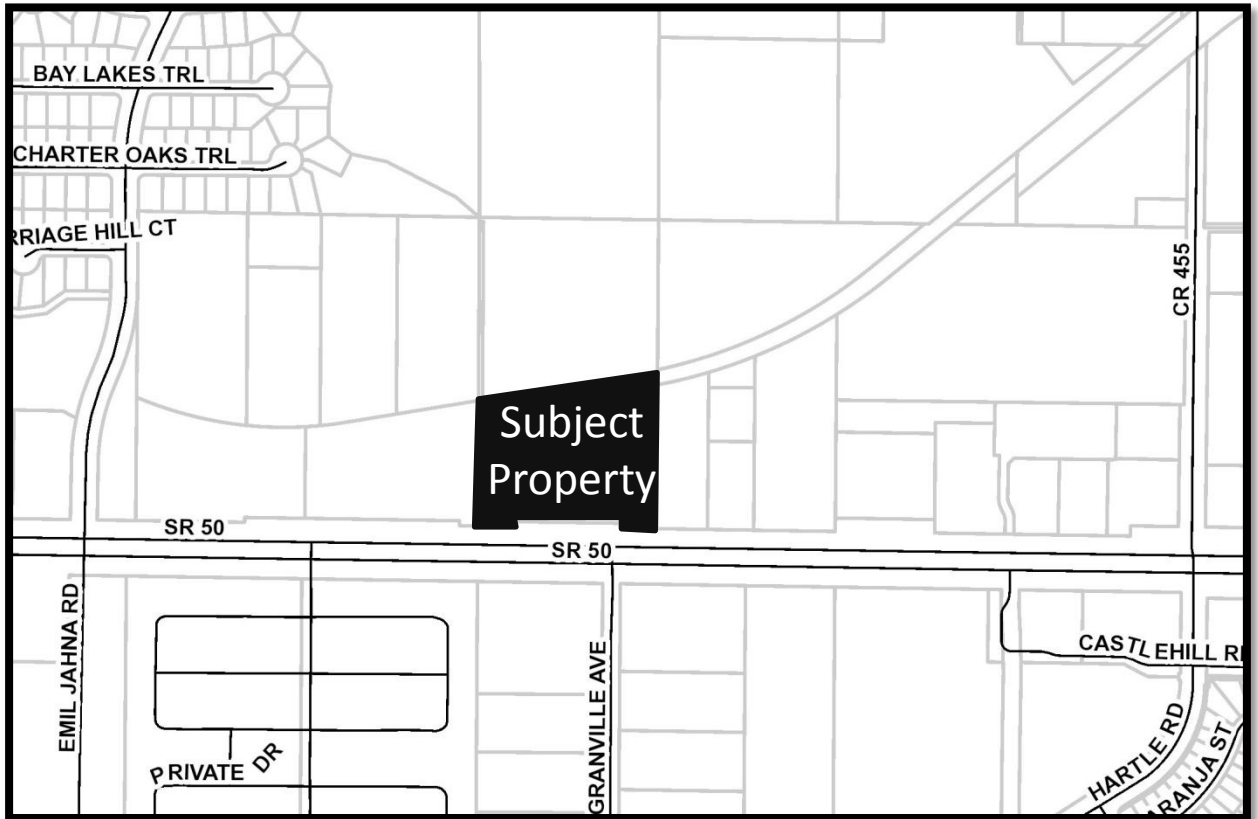


Exhibit – Future Land Use
Clermont Nissan

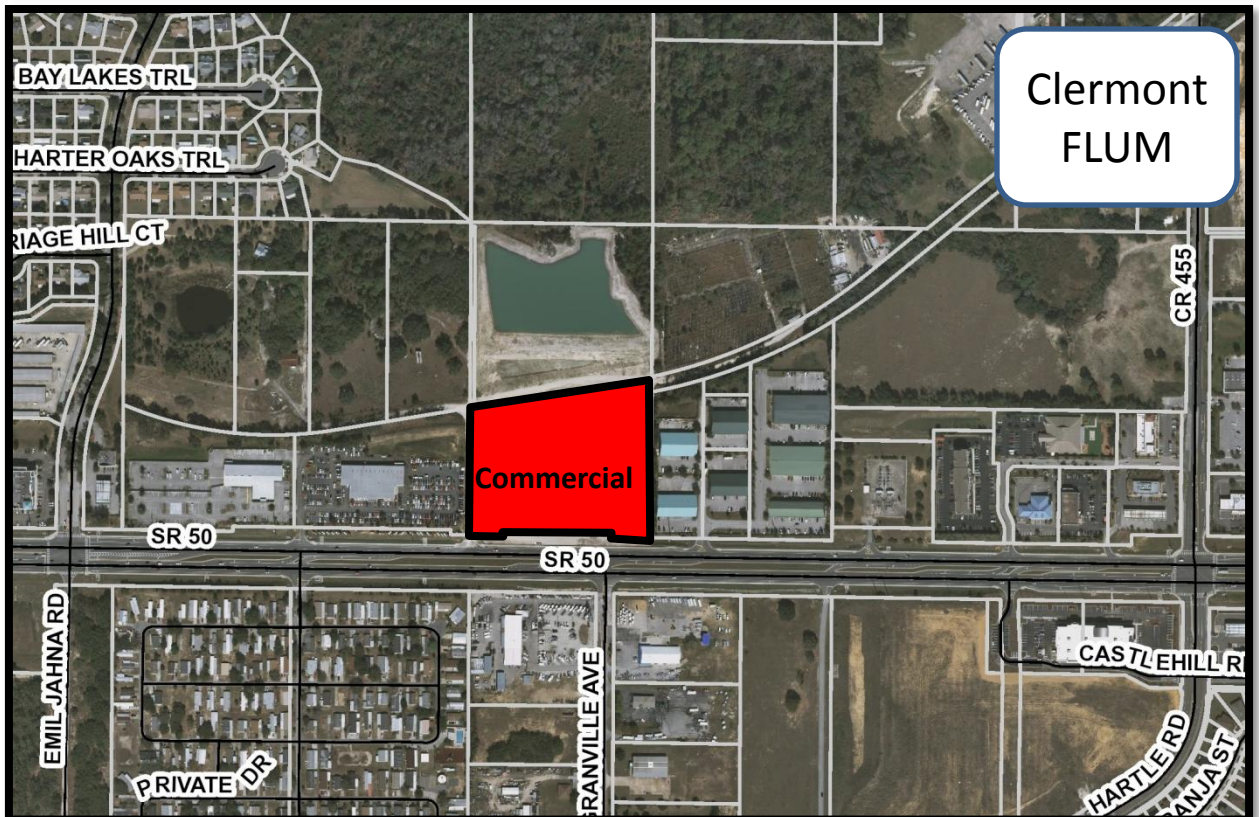
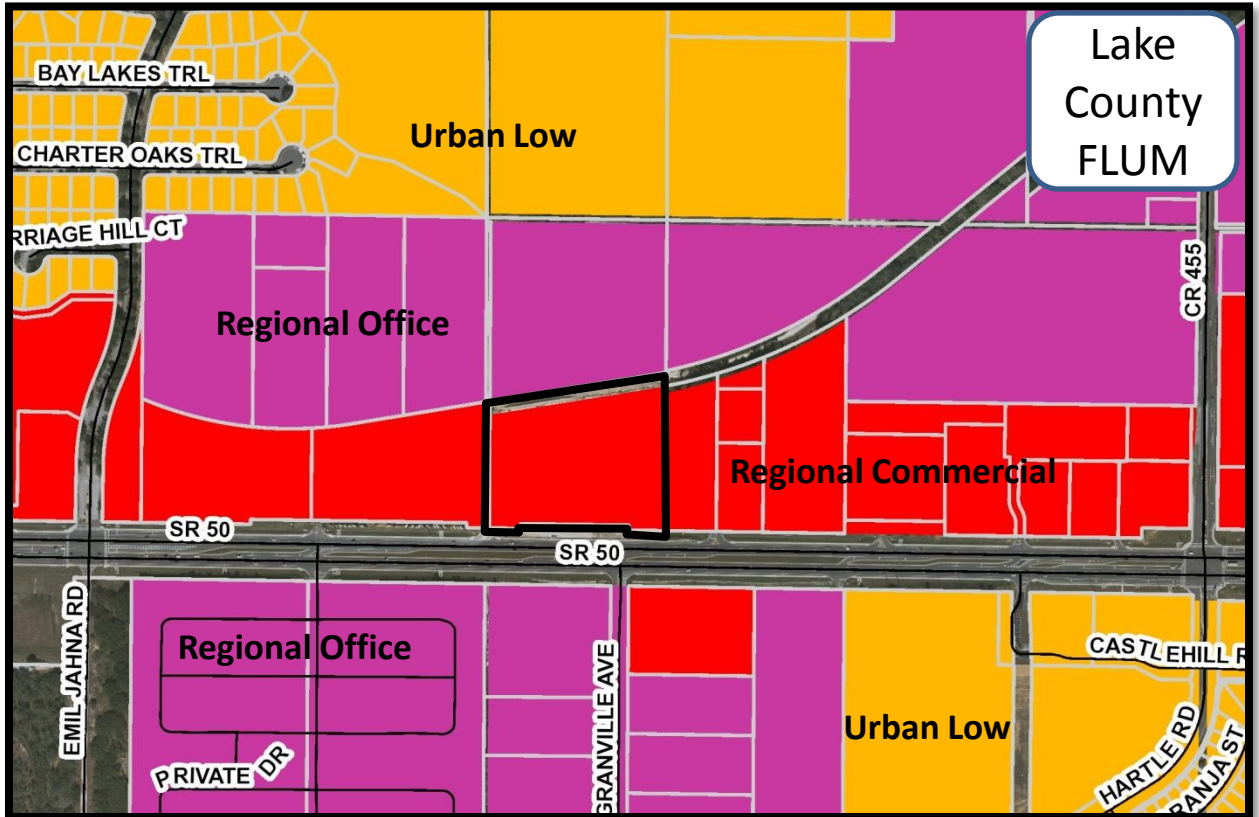
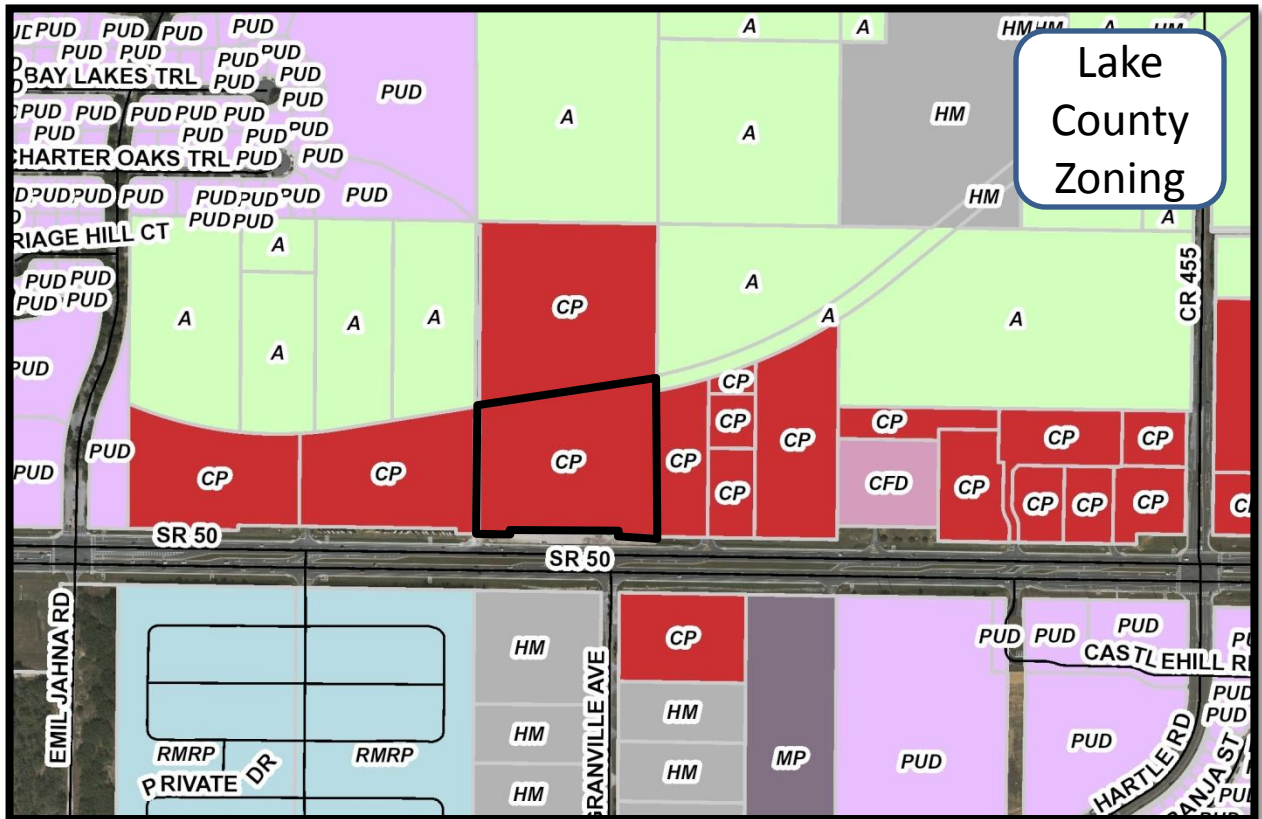


Exhibit – Zoning Clermont Nissan



Return to:

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



UTILITY SERVICE AGREEMENT FOR WATER & WASTEWATER

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. DEVELOPMENT STANDARDS

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

Section 3. WAIVER REQUESTS FOR THE PROPERTY

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

(a) Retaining Wall Height.

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

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

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

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

In addition, 45 employee parking spaces are provided.

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

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

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

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

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

Section 4. ANNEXATION

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

Section 5. SEVERABILITY

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

Section 6. NOTICES

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

CITY

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

OWNER

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

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

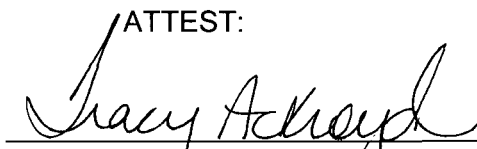
The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years

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

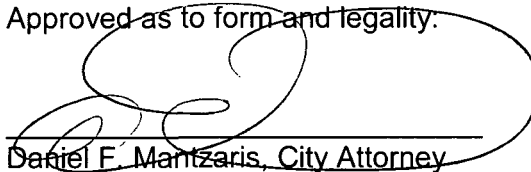
DATED this 8th day of November, 2011.

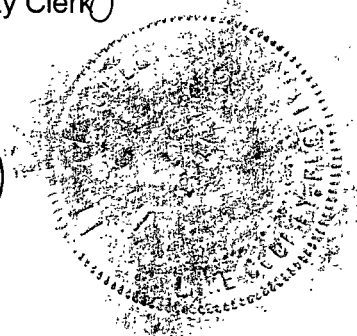
CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality.


Daniel F. Mantzaris, City Attorney



OWNER: Colonial Acquisitions, Inc.

R. L. Paul
Signature

Title: V. Pres

Raymond L. Paul
Print Name

STATE OF FL
COUNTY OF Orange

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

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

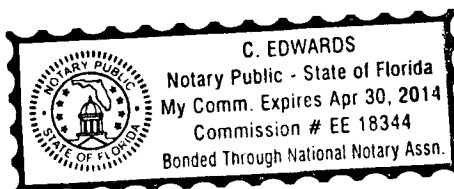


EXHIBIT "A"**PROPERTY DESCRIPTION****Owners:**

Colonial Acquisitions, Inc.

Description:

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

Containing 7.7 acres, more or less

Lake County Alternate Key Numbers:

1118191

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

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

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

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

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

Exhibit "A"

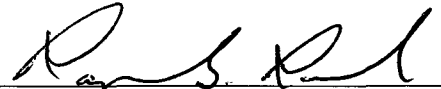
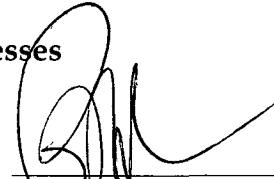
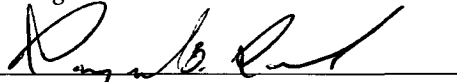
Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

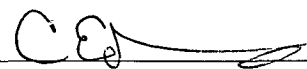
WITNESSES (Two required):

Colonial Acquisitions, Inc.

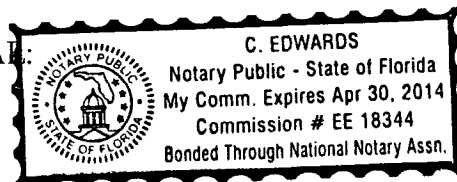
Witnesses

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

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

Notary Public 

SEAL:

Type/print name C Edwards

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

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

Aerial view:



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

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2015-24

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



Location: 16005 SR 50; Clermont Nissan

Ordinance #2015-24:

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

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

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 24, 2015 and April 14, 2015

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
April 7, 2015**

Page 9

The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 16.74 acres, has been developed as an auto dealership, Don Mealey Chevrolet.

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

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

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

Commissioner Whitehead moved to recommend approval of the large-scale comp plan amendment; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

6. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to C-2 General Commercial
APPLICANT: Staff (Don Mealey)

Senior Planner John Kruse presented the staff report as follows:

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

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

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

7. REQUEST FOR SMALL-SCALE COMP PLAN AMENDMENT

REQUEST: To change future land use from Lake County Regional Commercial to City of Clermont Commercial
APPLICANT: Staff (Nissan)

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
April 7, 2015**

Page 10

Senior Planner John Kruse presented the staff report as follows:

This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on December 5, 2011. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 7.7 acres, has been developed as an auto dealership, Clermont Nissan.

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

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

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

8. REQUEST FOR REZONING

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

APPLICANT: Staff (Nissan)

Senior Planner John Kruse presented the staff report as follows:

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

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

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

9. REQUEST FOR SMALL-SCALE COMP PLAN AMENDMENT

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

APPLICANT: Staff (Honda)

Senior Planner John Kruse presented the staff report as follows:



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-25; <i>Final</i> Clermont Nissan		
Requested Action		
Move to approve Ordinance 2015-25.		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and a small-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on December 5, 2011. The property is improved and is receiving water and sewer services from the City. The property, approximately 7.7 acres, has been developed as an auto dealership, Clermont Nissan. The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Commercial District) to the City's C-2 General Commercial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. Staff recommends approval of the rezoning to C-2 General Commercial. <i>At the Planning & Zoning Commission meeting April 7, 2015, Commissioner Cuqui Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Carlos Solis. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2015-25.doc	
2. Maps	Clermont Nissan Maps.pdf	
3. Utility Agreement	Nissan Utility Agreement.pdf	
4. Legal ad	REZ legal ad.docx	
5. P&Z minutes	P&Z minutes rezoning.pdf	

CITY OF CLERMONT
ORDINANCE No. 2015-25

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

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

SECTION 1:

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

LEGAL DESCRIPTION

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

Containing 7.7 acres, more or less

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

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

SECTION 2:

CITY OF CLERMONT
ORDINANCE No. 2015-25

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

SECTION 3:

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

SECTION 4:

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-25

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Clermont Nissan

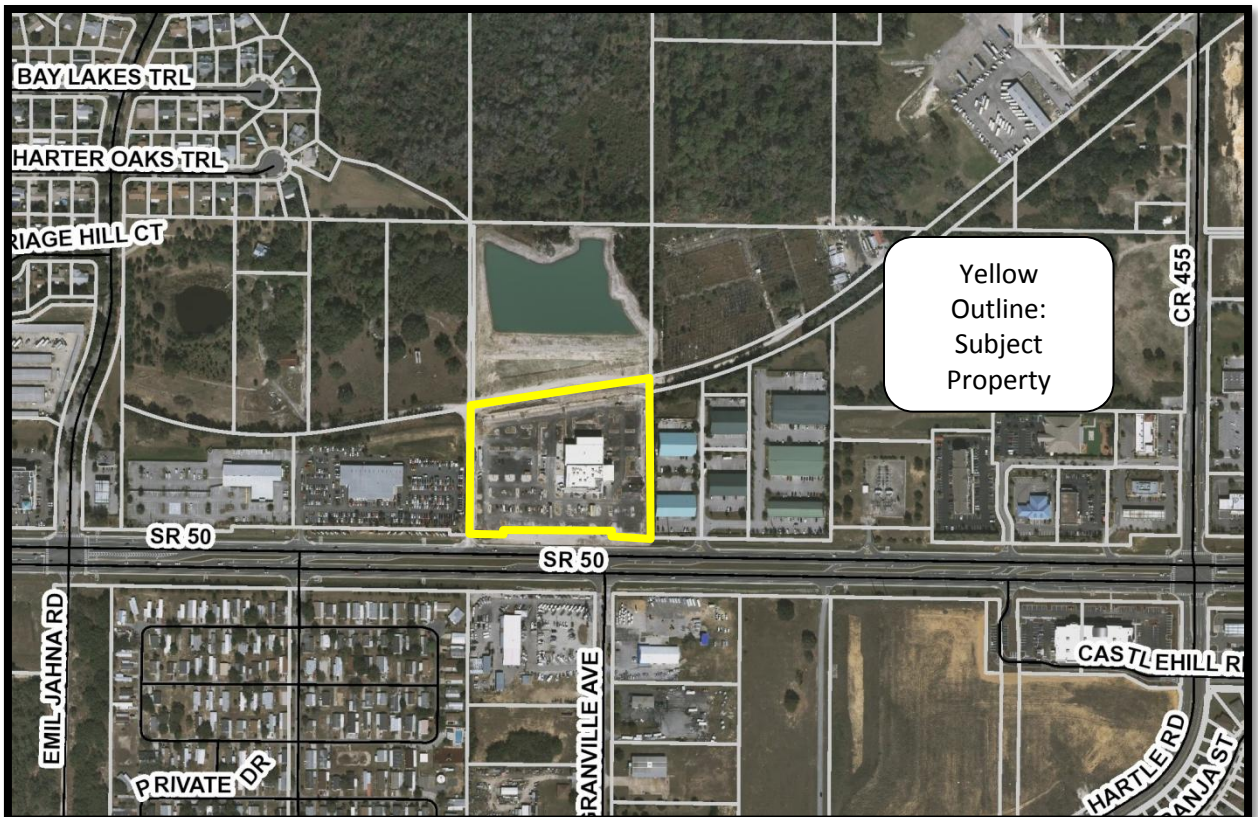
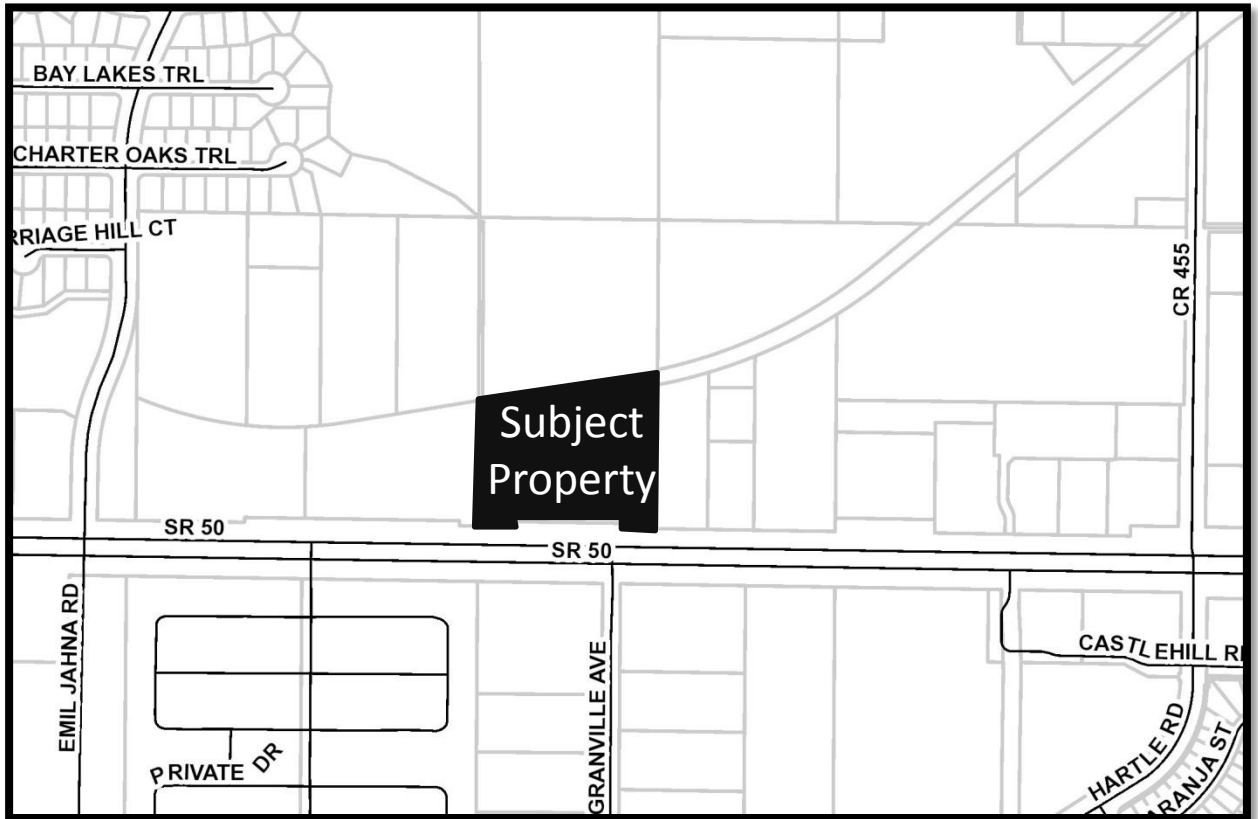


Exhibit – Future Land Use
Clermont Nissan

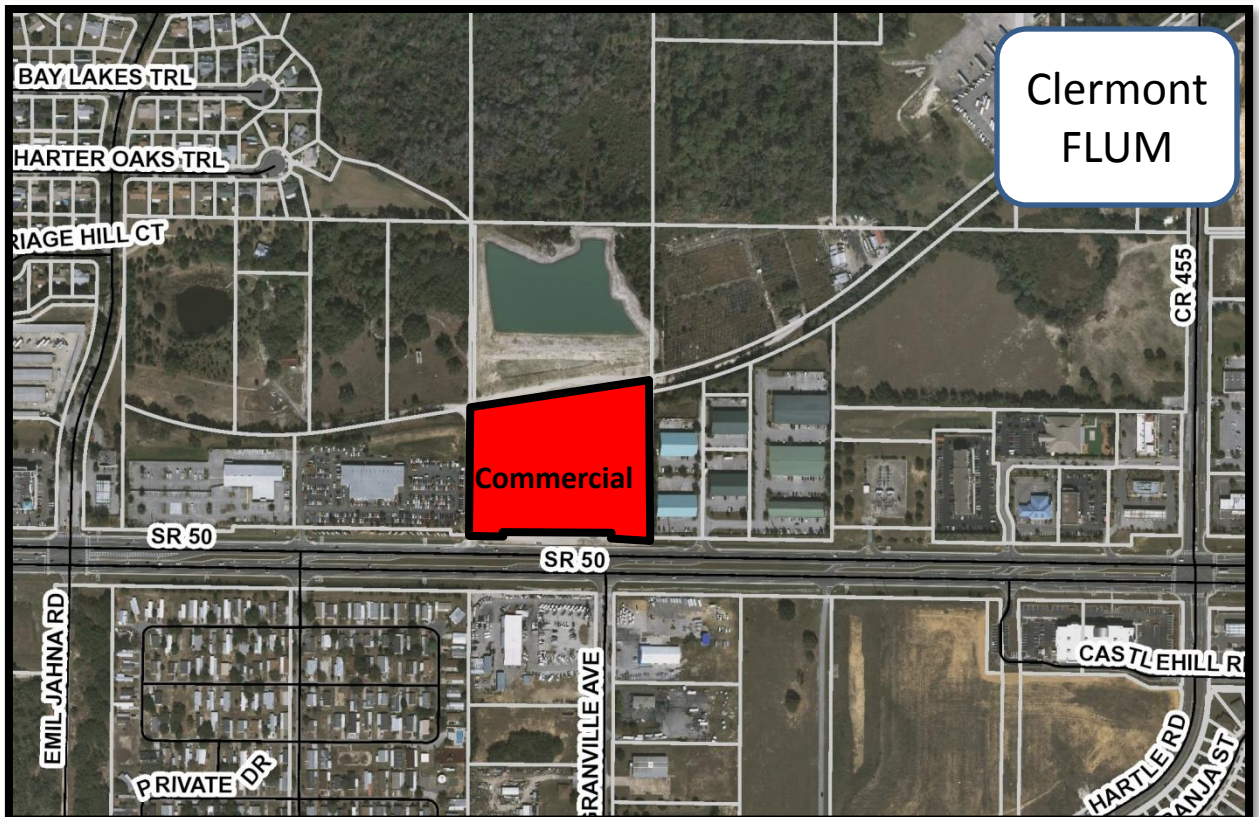
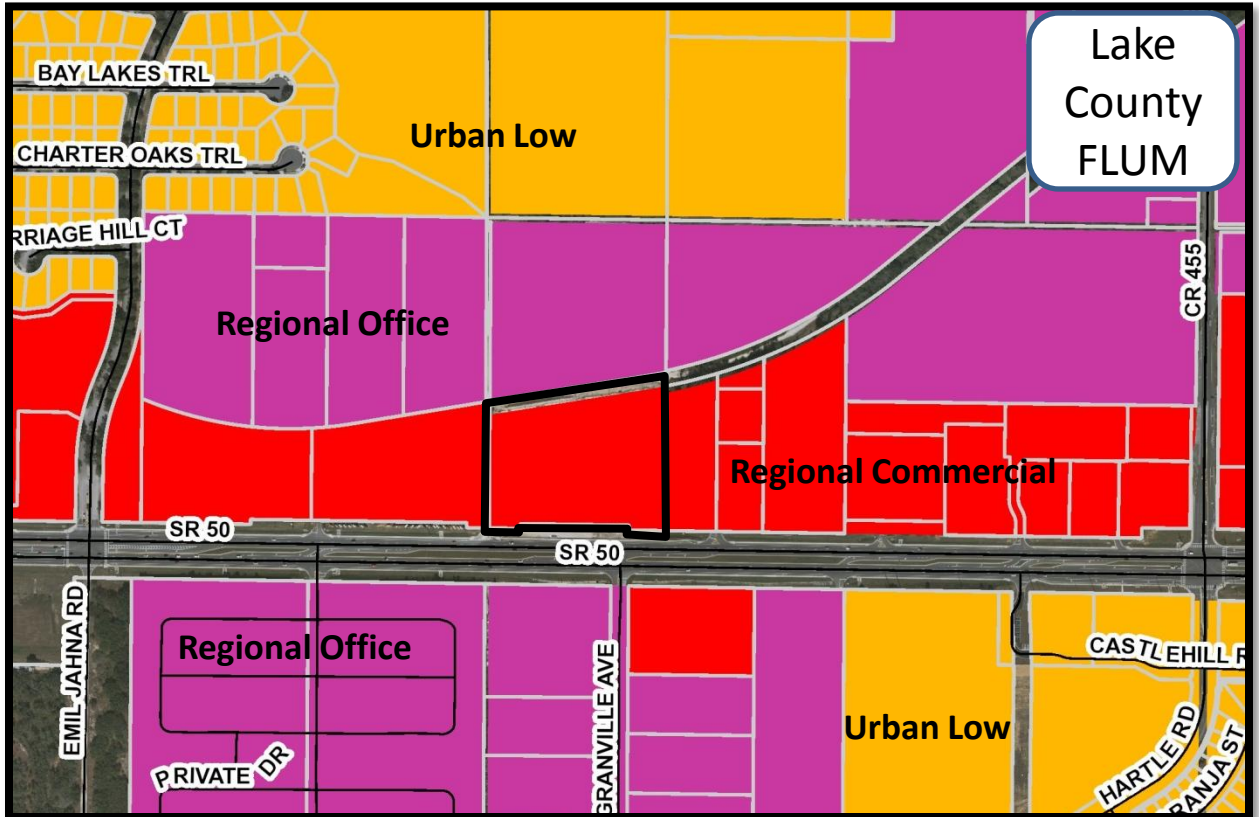
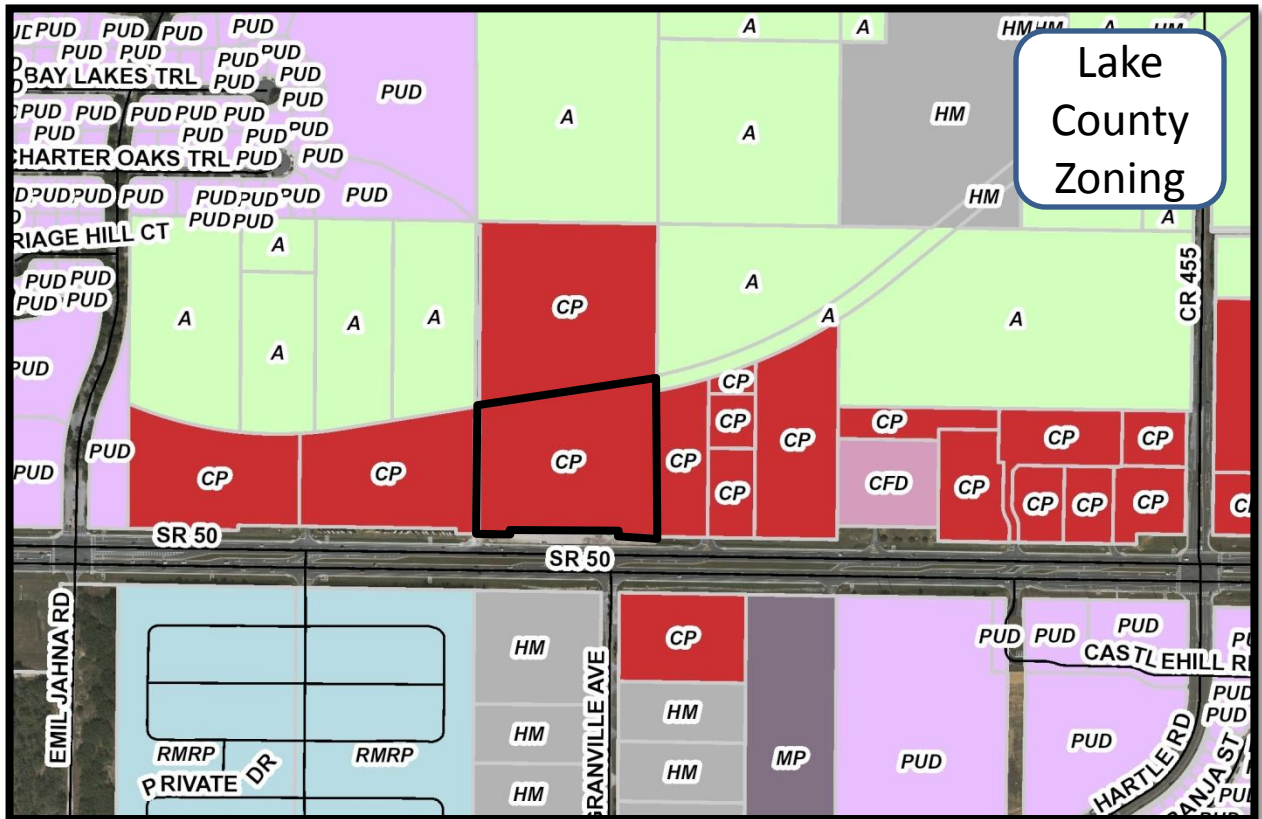


Exhibit – Zoning
Clermont Nissan



Return to:

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

**UTILITY SERVICE AGREEMENT
FOR WATER & WASTEWATER**

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. DEVELOPMENT STANDARDS

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

Section 3. WAIVER REQUESTS FOR THE PROPERTY

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

(a) Retaining Wall Height.

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

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

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

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

In addition, 45 employee parking spaces are provided.

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

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

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

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

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

Section 4. ANNEXATION

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

Section 5. SEVERABILITY

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

Section 6. NOTICES

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

CITY

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

OWNER

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

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

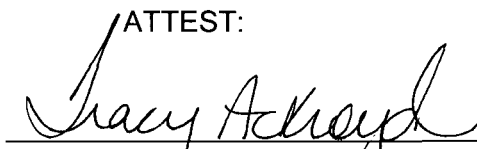
The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years

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

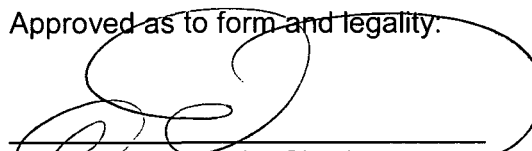
DATED this 8th day of November, 2011.

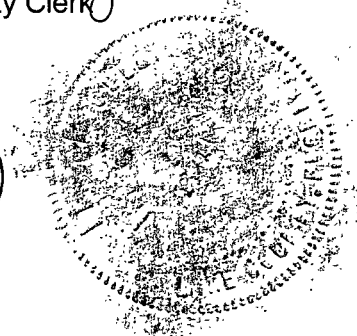
CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality.


Daniel F. Mantzaris, City Attorney



OWNER: Colonial Acquisitions, Inc.

[Signature]
Signature

Title: V. Pres

Raymond S. Reed
Print Name

STATE OF FL
COUNTY OF Orange

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

Notary Public *[Signature]* SEAL:
Type/print name C Edwards

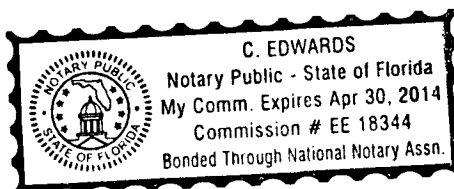


EXHIBIT "A"**PROPERTY DESCRIPTION****Owners:**

Colonial Acquisitions, Inc.

Description:

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

Containing 7.7 acres, more or less

Lake County Alternate Key Numbers:

1118191

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

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

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

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

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

Exhibit "A"

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

PROPERTY OWNER(S):

WITNESSES (Two required):

Colonial Acquisitions, Inc.

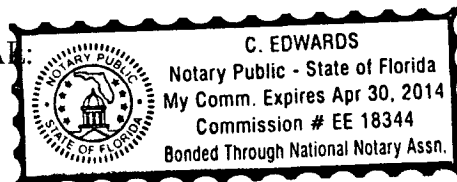
Witnesses

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

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

Notary Public [Signature]
Type/print name C Edwards

SEAL:



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

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

Aerial view:



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

LEGAL NOTICE

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

ORDINANCE NO. 2015-25

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

LOCATION

Clermont Nissan
(Alternate Key 1118191)
16005 STATE ROAD 50

LEGAL DESCRIPTION

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

Containing 7.7 acres, more or less

FROM UE Urban Estate
TO C-2 General Commercial

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

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

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 14, 2015



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
April 7, 2015**

Page 10

Senior Planner John Kruse presented the staff report as follows:

This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on December 5, 2011. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 7.7 acres, has been developed as an auto dealership, Clermont Nissan.

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

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

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

8. REQUEST FOR REZONING

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

APPLICANT: Staff (Nissan)

Senior Planner John Kruse presented the staff report as follows:

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

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

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

9. REQUEST FOR SMALL-SCALE COMP PLAN AMENDMENT

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

APPLICANT: Staff (Honda)

Senior Planner John Kruse presented the staff report as follows:



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-26; <i>Final</i> Headquarter Honda		
Requested Action		
Move to approve Ordinance 2015-26.		
Staff Report		
This administrative request is being heard concurrently with requests for a small-scale comprehensive plan amendment and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on July 15, 2008. The property is improved and is receiving water and sewer services from the City. The property, approximately 9.34 acres, has been developed as an auto dealership, Headquarter Honda. 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. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Annual revenue increase to the City is anticipated to be approximately \$23,400.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ANN ORD 2015-26.doc	
2. Maps	Headquarter Honda Maps.pdf	
3. Utility Agreement	Honda Utility Agreement.pdf	
4. Legal ad	ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property that includes a Notice of Encumbrance to annex, dated July 15, 2008; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property, to-wit:

Legal Description

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

Containing 9.34 acres, more or less

Alternate Key 1037409; 17700 State Road 50

CITY OF CLERMONT
ORDINANCE No. 2015-26

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

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

SECTION 5.

This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-26

2

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Headquarter Honda

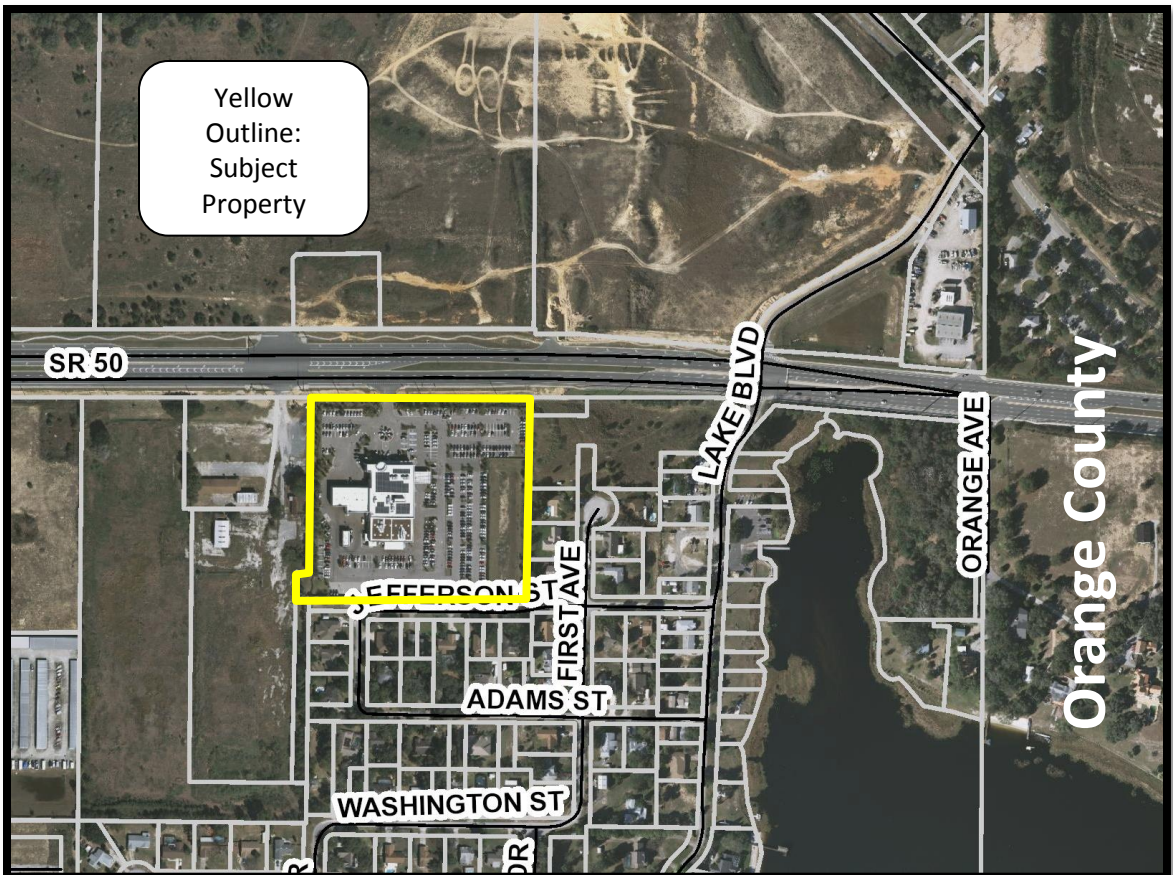
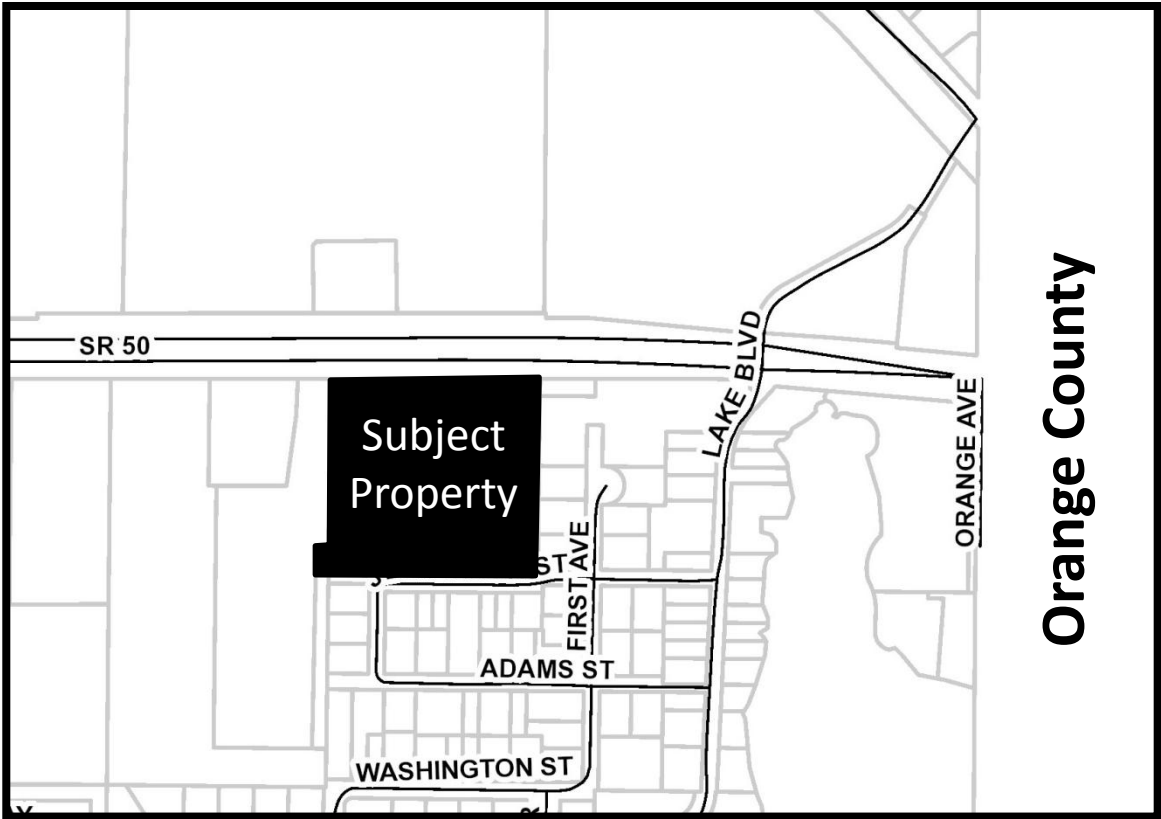


Exhibit – Future Land Use
Headquarter Honda

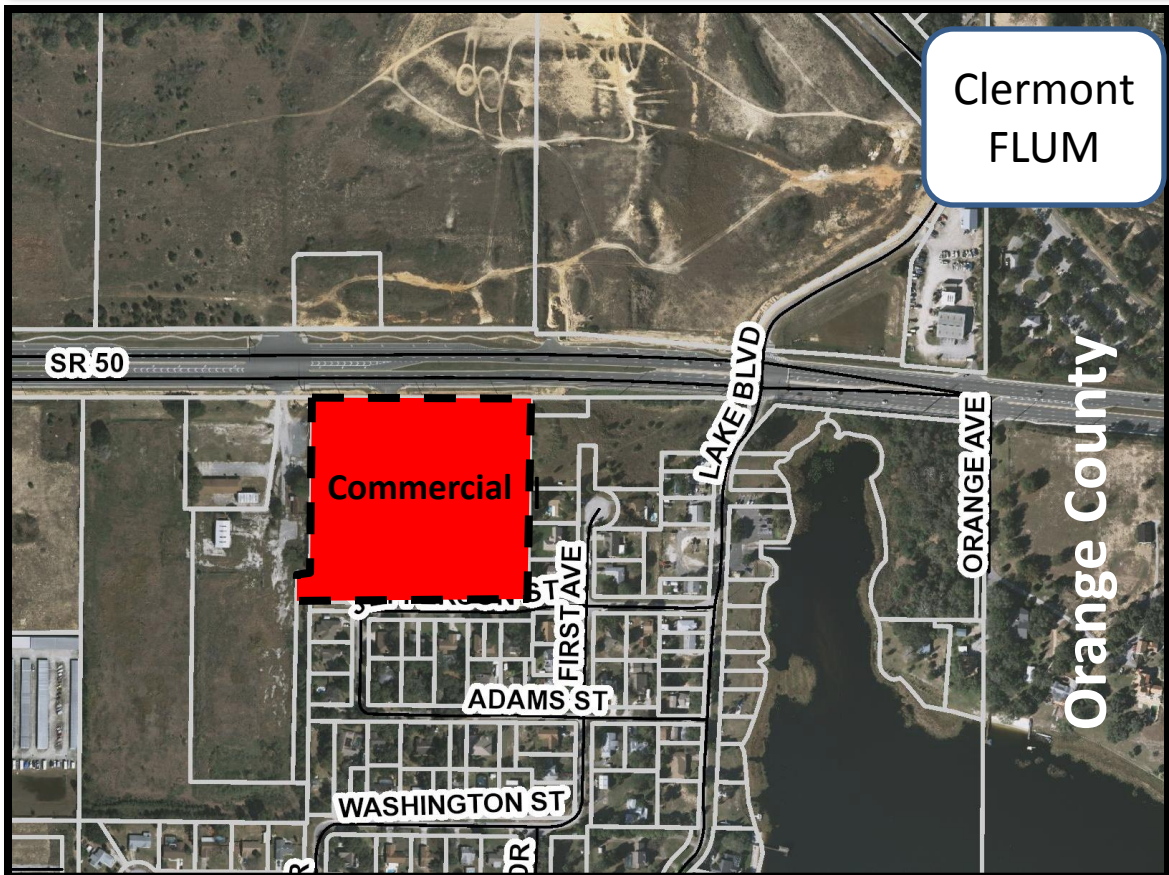
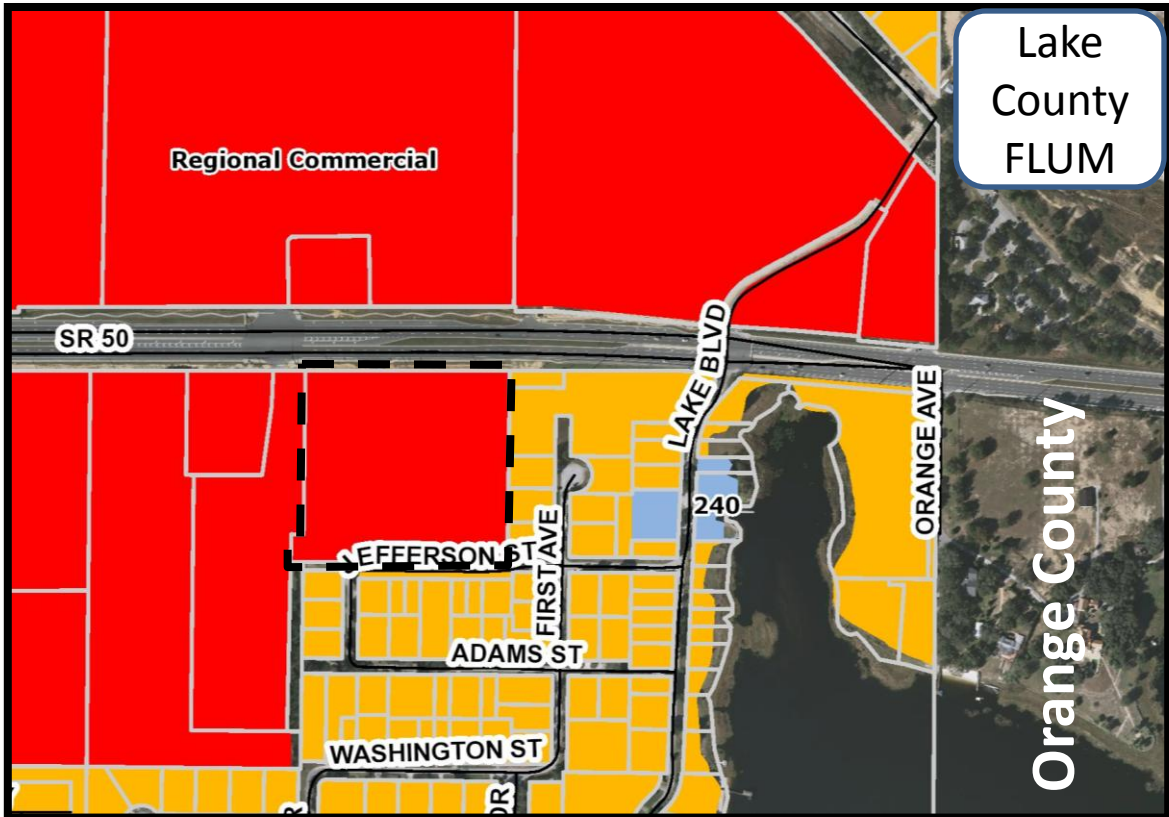
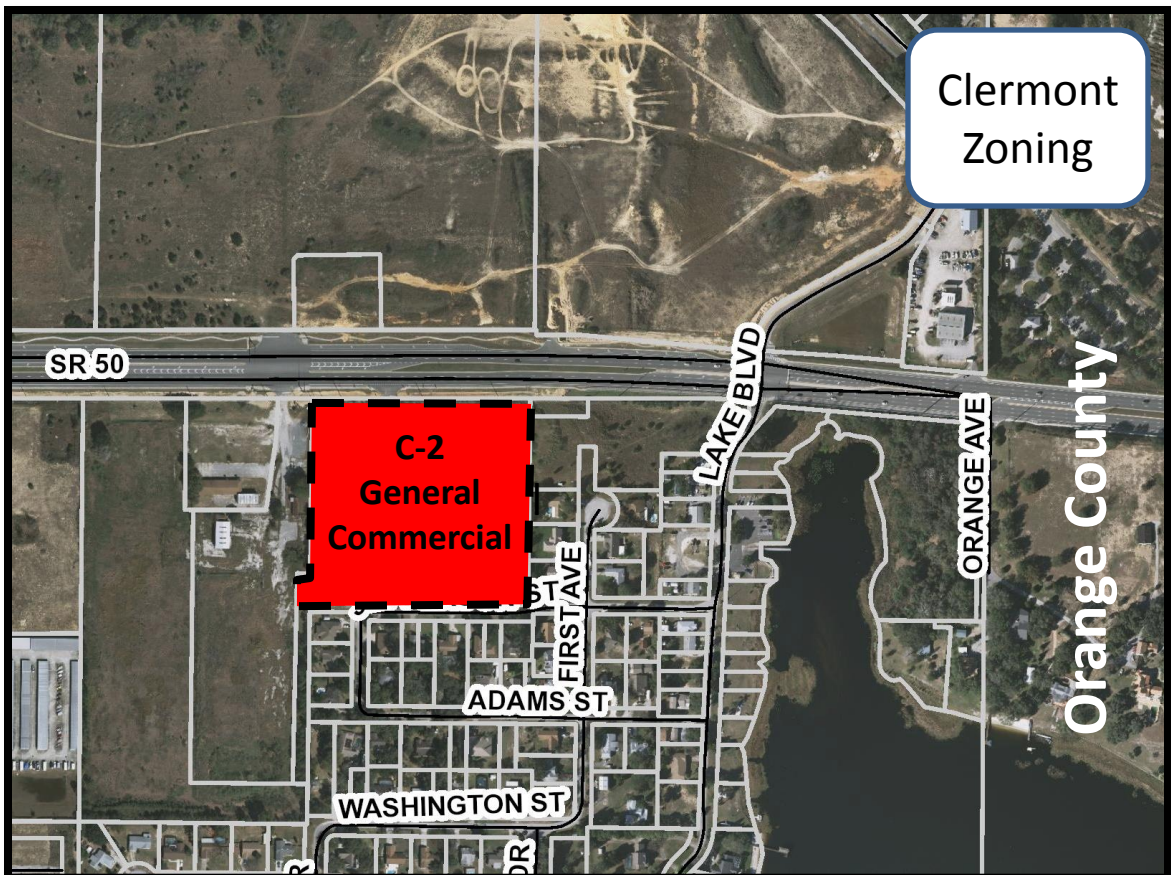


Exhibit – Zoning
Headquarter Honda



WATER & WASTEWATER SERVICE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

Section 2. DEVELOPMENT STANDARDS

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

Section 3. WAIVER REQUESTS FOR THE PROPERTY

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

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

Section 4. ANNEXATION

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

Section 5. SEVERABILITY

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

Section 6. NOTICES

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

CITY

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

OWNERS

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

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

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

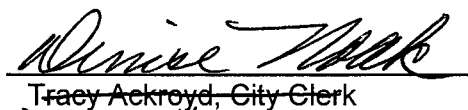
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through Harold S. Turville, Jr., Mayor.

DATED this 8TH day of July, 2008.

CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


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

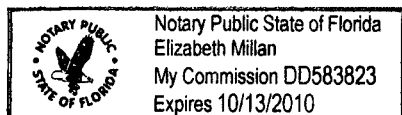
OWNER: Room 4, Inc. & Johns Lake Plaza Owners Association

Robert N. Britt Title: Pres.
Signature

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

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

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




Notary Public

1. USA Ability Agreement & Records Management Agreement Set

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Room 4, Inc.
&
Johns Lake Plaza Owners Association

Descriptions:

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

Total: Containing 9.345 acres, more or less.

Lake County Alternate Key Numbers:

3839973
3839976
3839977
3839979
3839980
3839981
3839982
3839983
3839984
3839985

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

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

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

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

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

Exhibit "A"

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

PROPERTY OWNER(S):
~~XXXXXXXXXXXX~~

WITNESSES

~~XXXXXX~~

~~Johns Lake Plaza Owners Association~~

PROPERTY OWNER(S)

~~XXXXXXXXXXXX~~

ROOM 4, Inc. &

JOHNS LAKE PLAZA OWNERS ASSOCIATION

~~XXXXXX~~

By: Elizabeth Millan
Signature

Elizabeth Millan

Type or print name

By: William N. Asma
Signature

William N. Asma

Type or print name

1. Robert N Britt
Signature

ROBERT N BRITT

Type or print name

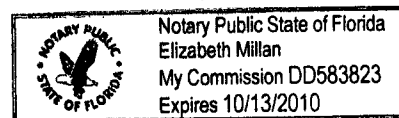
2. _____
Signature

Type or print name

STATE OF Florida
COUNTY OF ORANGE

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

SEAL:



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

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

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Room 4, Inc.
&
Johns Lake Plaza Owners Association

Descriptions:

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

Total: Containing 9.345 acres, more or less.

Lake County Alternate Key Numbers:

3839973
3839976
3839977
3839979
3839980
3839981
3839982
3839983
3839984
3839985

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

Aerial view:



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

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday April 28, 2015 at 6:00 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

Headquarter Honda
(Alternate Key 1037409)
17700 STATE ROAD 50

LEGAL DESCRIPTION

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

Containing 9.34 acres, more or less

See Map Below

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, 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 will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
April 7, 2015 and April 14, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																	
Tuesday, April 28, 2015																	
Agenda Item Name																	
Ordinance No. 2015-27; <i>Final</i> Headquarter Honda																	
Requested Action																	
Move to approve Ordinance 2015-27.																	
Staff Report																	
This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on July 15, 2008. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 9.34 acres, has been developed as an auto dealership, Headquarter Honda. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the future land use map amendment from Lake County Regional Commercial to Commercial in the City. <i>At the Planning & Zoning Commission meeting April 7, 2015, Commissioner Cuqui Whitehead moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Judy Proli. The vote was unanimous to recommend approval.</i>																	
Additional Analysis																	
Fiscal Impact Summary																	
Fiscal Impact	Fund Number and Description	Available Budget Amount															
Exhibits Attached (copies of original agreements)																	
<table><tr><td>1.</td><td>Ordinance</td><td>CPA Ord. 2015-27.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Headquarter Honda Maps.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>Honda Utility Agreement.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>CPA legal ad.docx</td></tr><tr><td>5.</td><td>P&Z minutes</td><td>P&Z minutes.pdf</td></tr></table>			1.	Ordinance	CPA Ord. 2015-27.doc	2.	Maps	Headquarter Honda Maps.pdf	3.	Utility Agreement	Honda Utility Agreement.pdf	4.	Legal ad	CPA legal ad.docx	5.	P&Z minutes	P&Z minutes.pdf
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3.	Utility Agreement	Honda Utility Agreement.pdf															
4.	Legal ad	CPA legal ad.docx															
5.	P&Z minutes	P&Z minutes.pdf															

CITY OF CLERMONT
ORDINANCE No. 2015-27

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

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

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

Containing 9.34 acres, more or less

Alternate Key 1037409; 17700 State Road 50

CITY OF CLERMONT
ORDINANCE No. 2015-27

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

Section 2.

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

Section 3.

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

Section 4.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-27

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

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Headquarter Honda

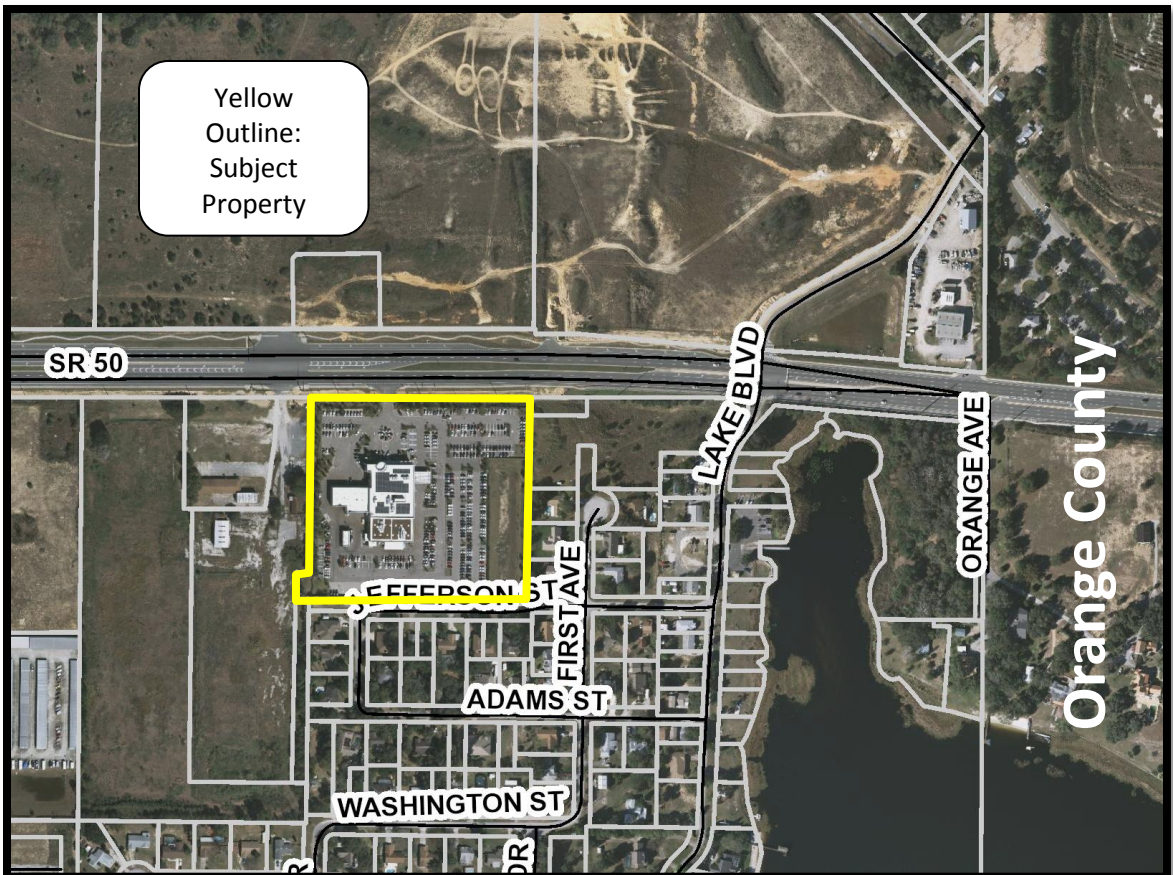
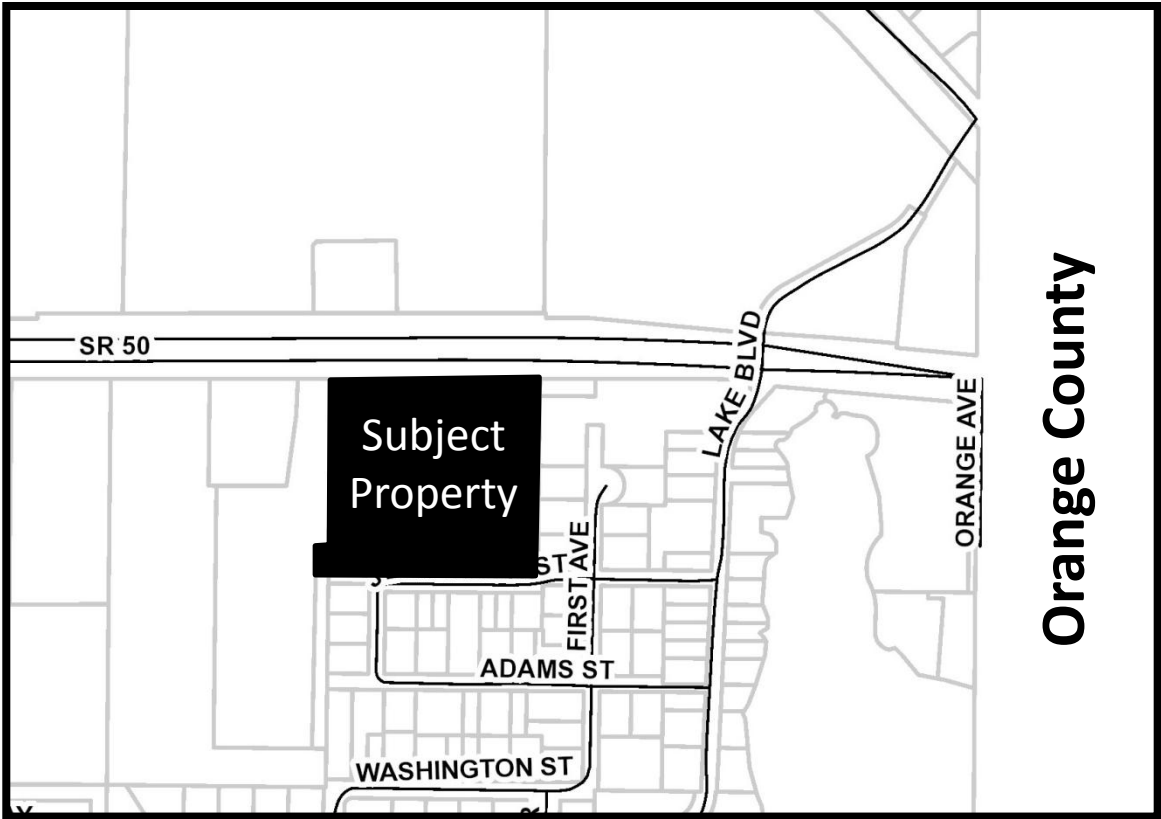


Exhibit – Future Land Use
Headquarter Honda

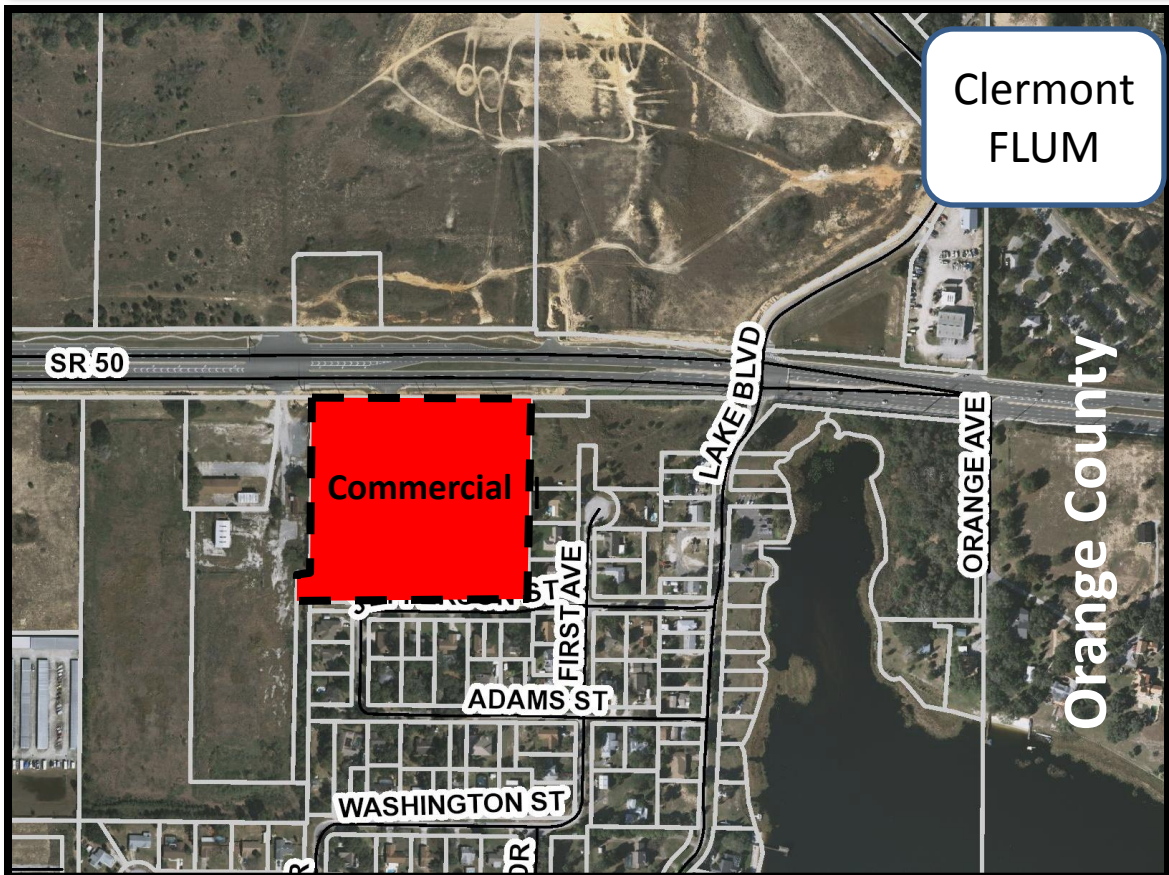
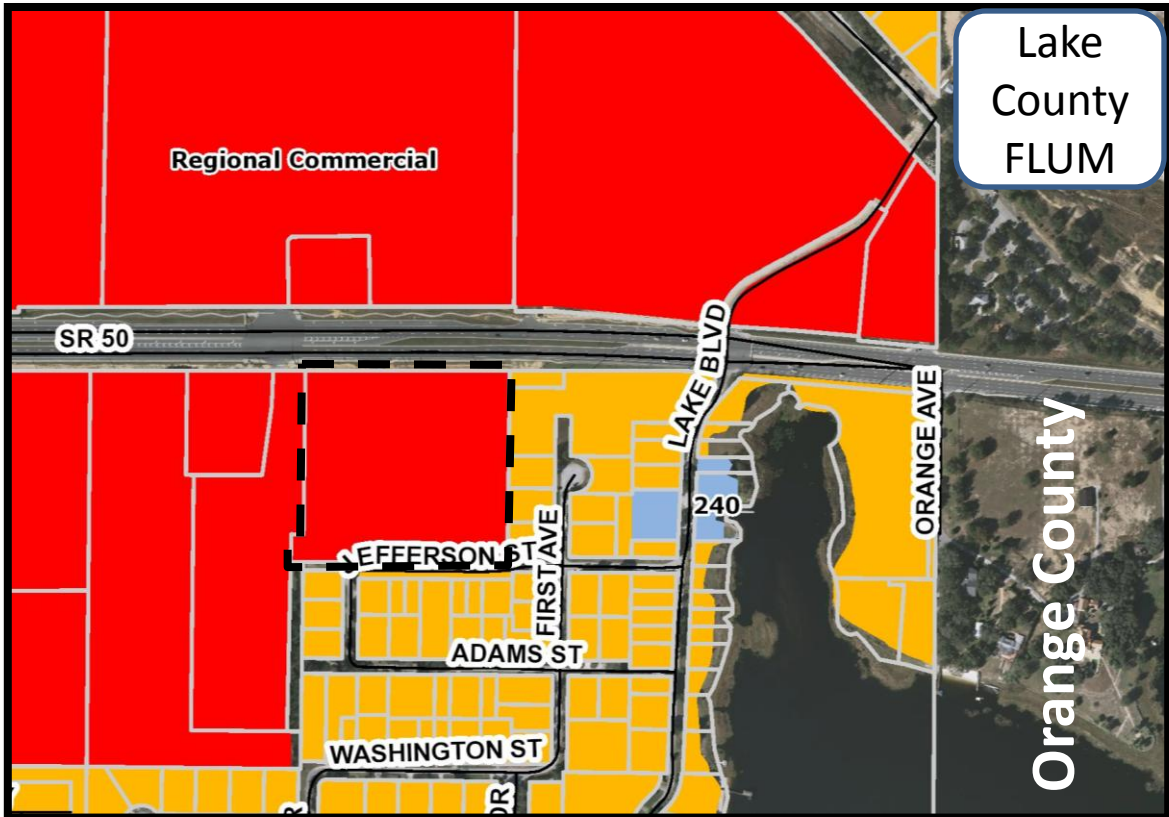
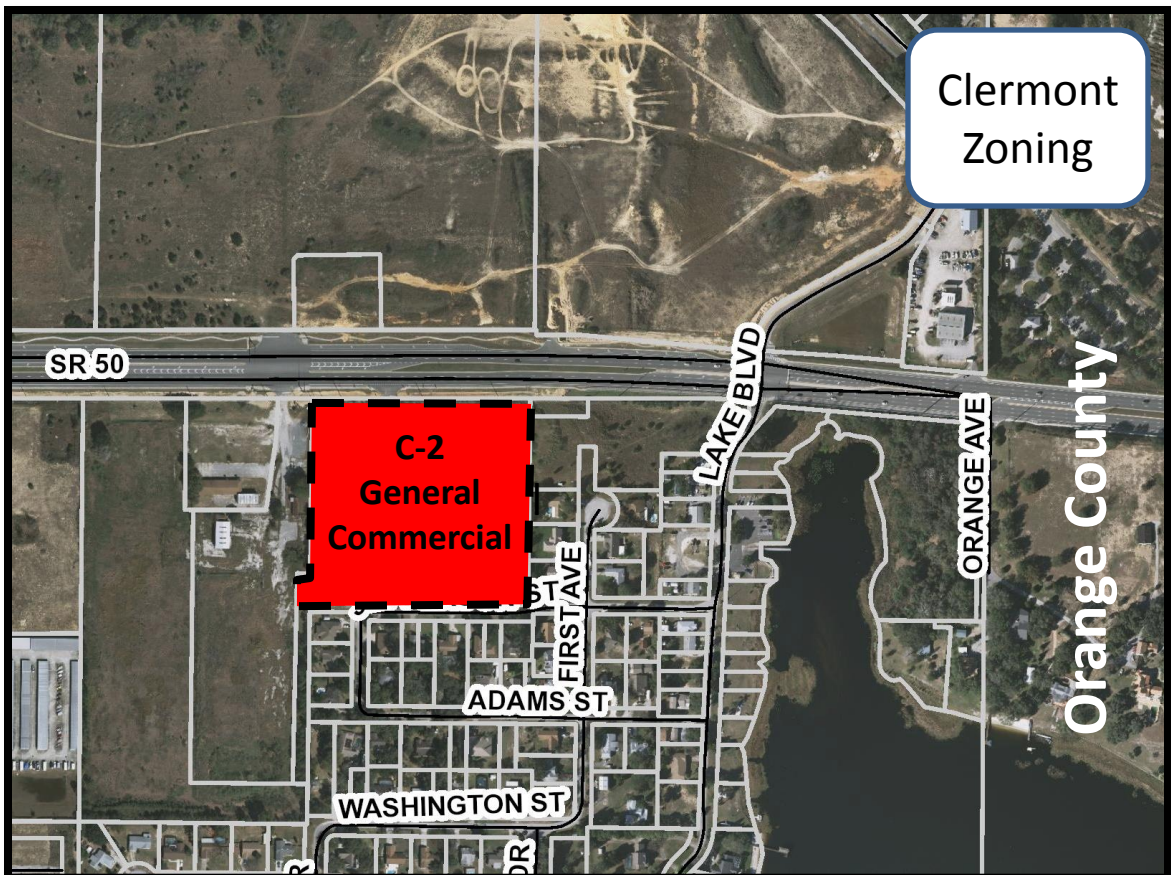


Exhibit – Zoning
Headquarter Honda



WATER & WASTEWATER SERVICE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

Section 2. DEVELOPMENT STANDARDS

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

Section 3. WAIVER REQUESTS FOR THE PROPERTY

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

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

Section 4. ANNEXATION

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

Section 5. SEVERABILITY

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

Section 6. NOTICES

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

CITY

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

OWNERS

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

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

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

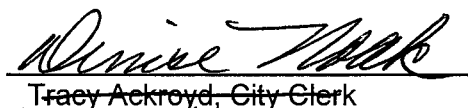
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through Harold S. Turville, Jr., Mayor.

DATED this 8TH day of July, 2008.

CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


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

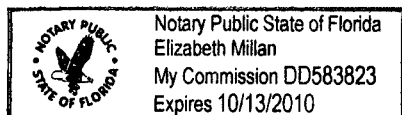
OWNER: Room 4, Inc. & Johns Lake Plaza Owners Association

Robert N. Britt Title: Pres.
Signature

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

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

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




Notary Public

1. USA Ability Agreement & Records Management Agreement Set

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Room 4, Inc.
&
Johns Lake Plaza Owners Association

Descriptions:

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

Total: Containing 9.345 acres, more or less.

Lake County Alternate Key Numbers:

3839973
3839976
3839977
3839979
3839980
3839981
3839982
3839983
3839984
3839985

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

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

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

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

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

Exhibit "A"

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

PROPERTY OWNER(S):
~~XXXXXXXXXXXX~~

WITNESSES

~~XXXXXX~~

~~Johns Lake Plaza Owners Association~~

PROPERTY OWNER(S)

~~XXXXXXXXXXXX~~

ROOM 4, Inc. &

JOHNS LAKE PLAZA OWNERS ASSOCIATION

~~XXXXXX~~

By: Elizabeth Millan
Signature

Elizabeth Millan

Type or print name

By: William N. Asma
Signature

William N. Asma

Type or print name

1. Robert N Britt
Signature

ROBERT N BRITT

Type or print name

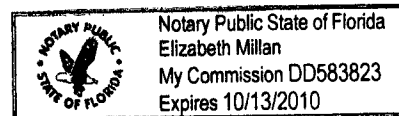
2. _____
Signature

Type or print name

STATE OF Florida
COUNTY OF ORANGE

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

SEAL:



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

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

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Room 4, Inc.
&
Johns Lake Plaza Owners Association

Descriptions:

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

Total: Containing 9.345 acres, more or less.

Lake County Alternate Key Numbers:

3839973
3839976
3839977
3839979
3839980
3839981
3839982
3839983
3839984
3839985

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

Aerial view:



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

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2015-27

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



Location: 17700 SR 50; Headquarter Honda

Ordinance #2015-27:

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

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

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 24, 2015 and April 14, 2015

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
April 7, 2015**

Page 10

Senior Planner John Kruse presented the staff report as follows:

This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on December 5, 2011. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 7.7 acres, has been developed as an auto dealership, Clermont Nissan.

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

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

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

8. REQUEST FOR REZONING

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

APPLICANT: Staff (Nissan)

Senior Planner John Kruse presented the staff report as follows:

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

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

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

9. REQUEST FOR SMALL-SCALE COMP PLAN AMENDMENT

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

APPLICANT: Staff (Honda)

Senior Planner John Kruse presented the staff report as follows:

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
April 7, 2015**

Page 11

This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on July 15, 2008. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 9.34 acres, has been developed as an auto dealership, Headquarter Honda.

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

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

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

10. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to C-2 General Commercial
APPLICANT: Staff (Honda)

Senior Planner John Kruse presented the staff report as follows:

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.

Gail Harris, 17535 Jefferson St., stated that she is about 75 feet from the Honda dealership. She stated that if the City annexes this property, she is asking that they are made to follow the ordinances pertaining noise and unloading trucks.

Mr. Krauss, 13643 First Ave., asked if the properties being annexed into the City will have to follow the City ordinances.

Commissioner Hubbard moved to recommend approval of the rezoning; seconded by Commissioner Smith. The vote was unanimous to recommend approval.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

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

CITY OF CLERMONT
ORDINANCE No. 2015-28

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

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

SECTION 1:

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

LEGAL DESCRIPTION

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

Containing 9.34 acres, more or less

Alternate Key 1037409; 17700 State Road 50

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

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

Location map:

CITY OF CLERMONT
ORDINANCE No. 2015-28



CITY OF CLERMONT
ORDINANCE No. 2015-28

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Headquarter Honda

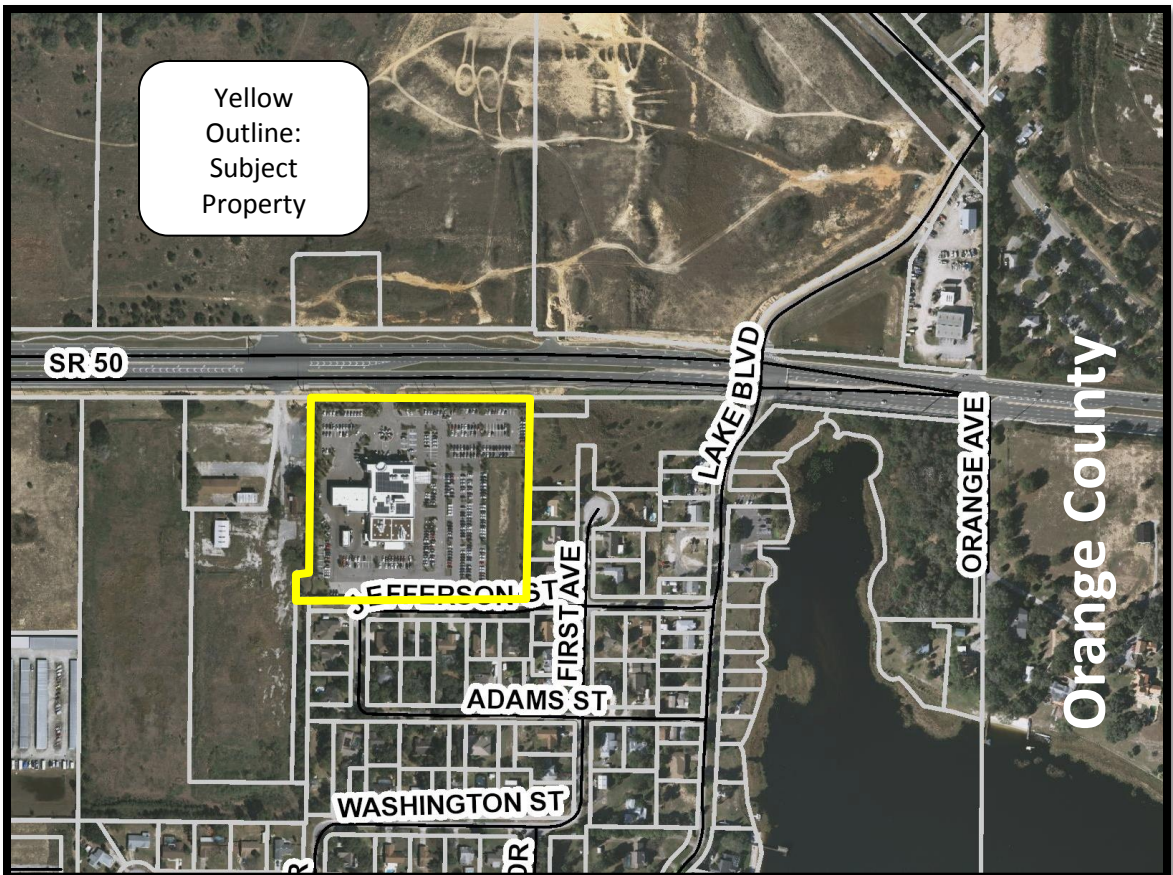
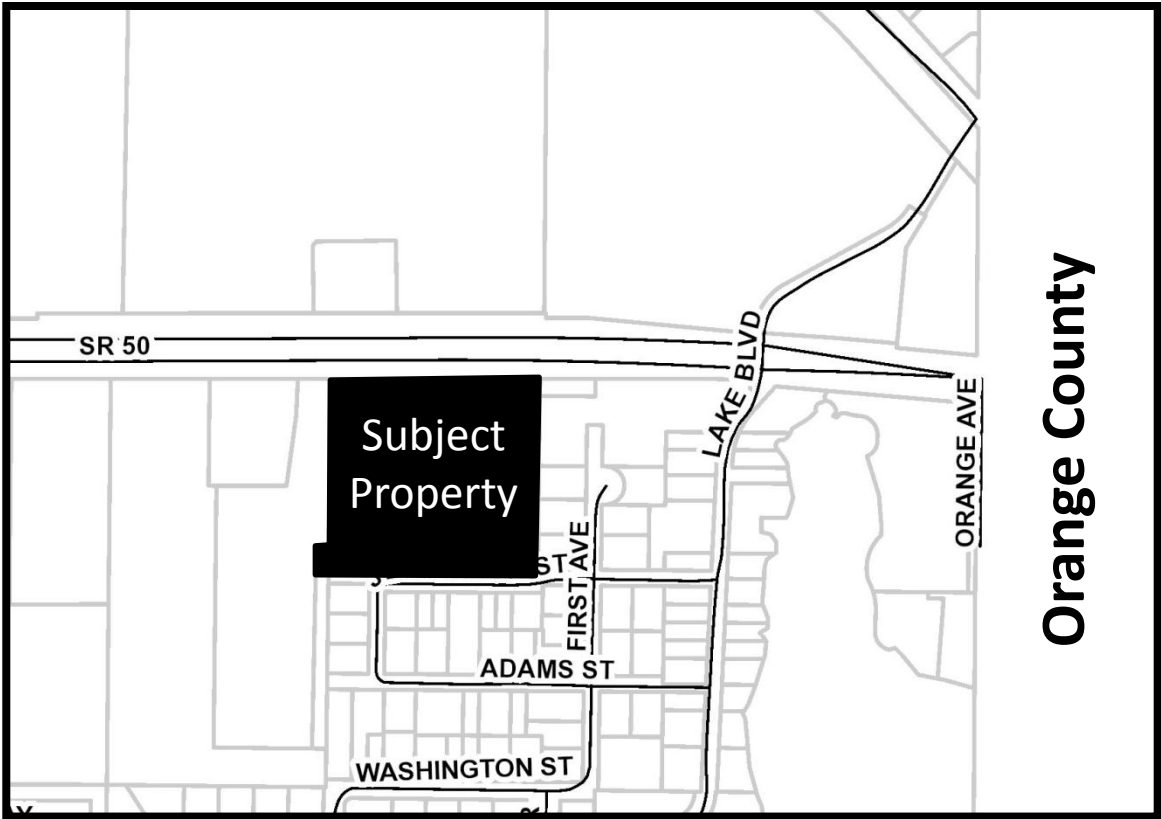


Exhibit – Future Land Use
Headquarter Honda

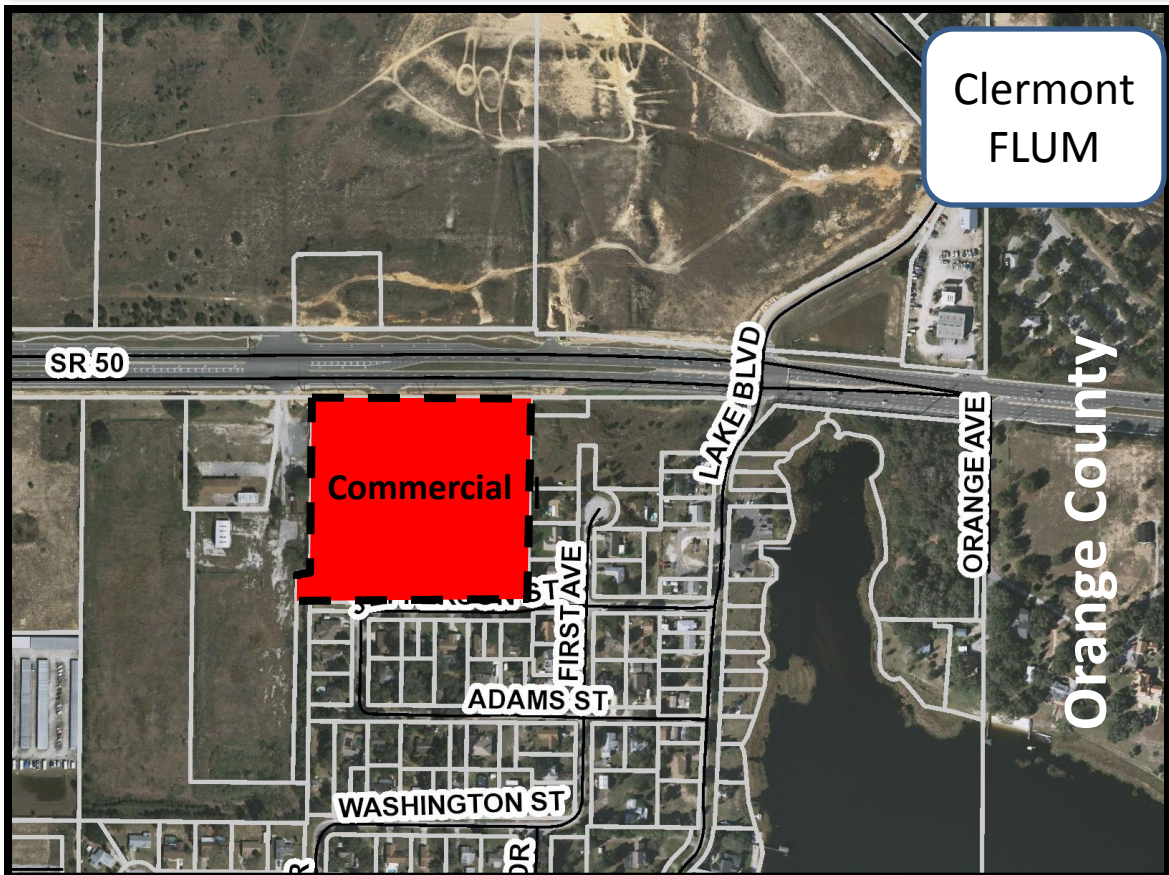
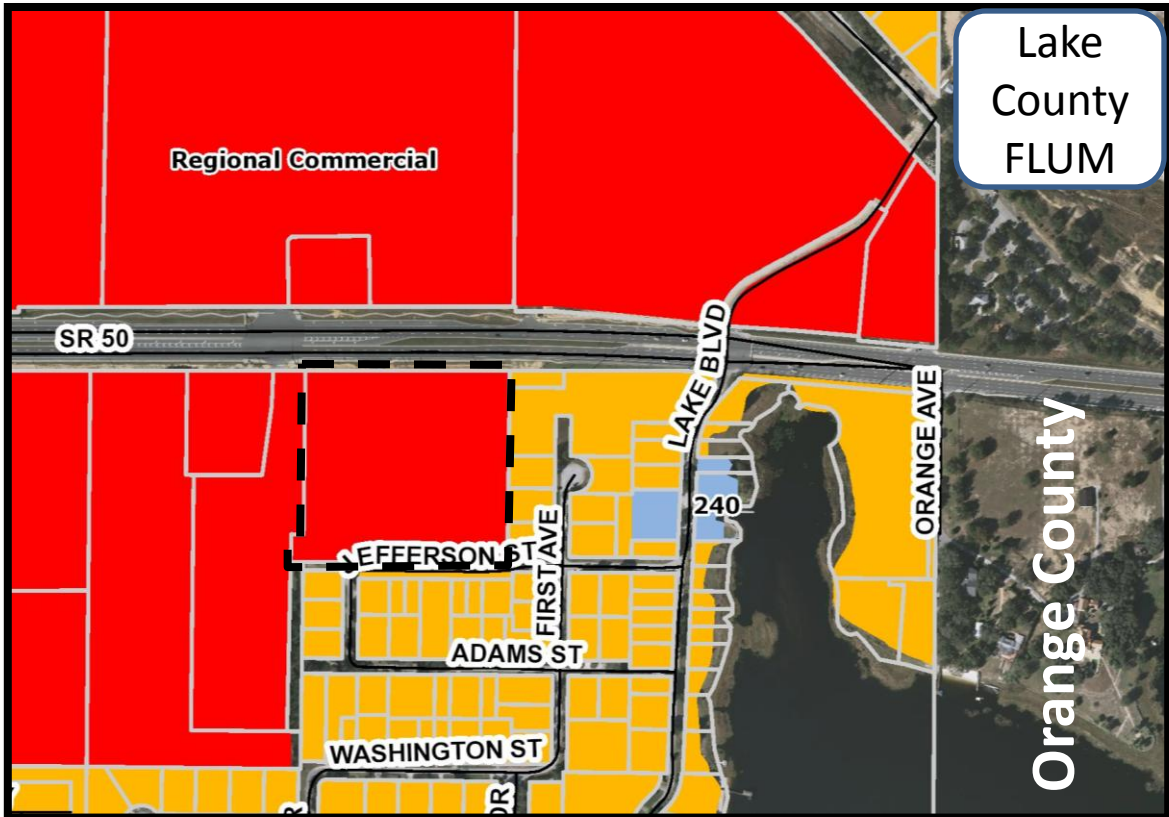
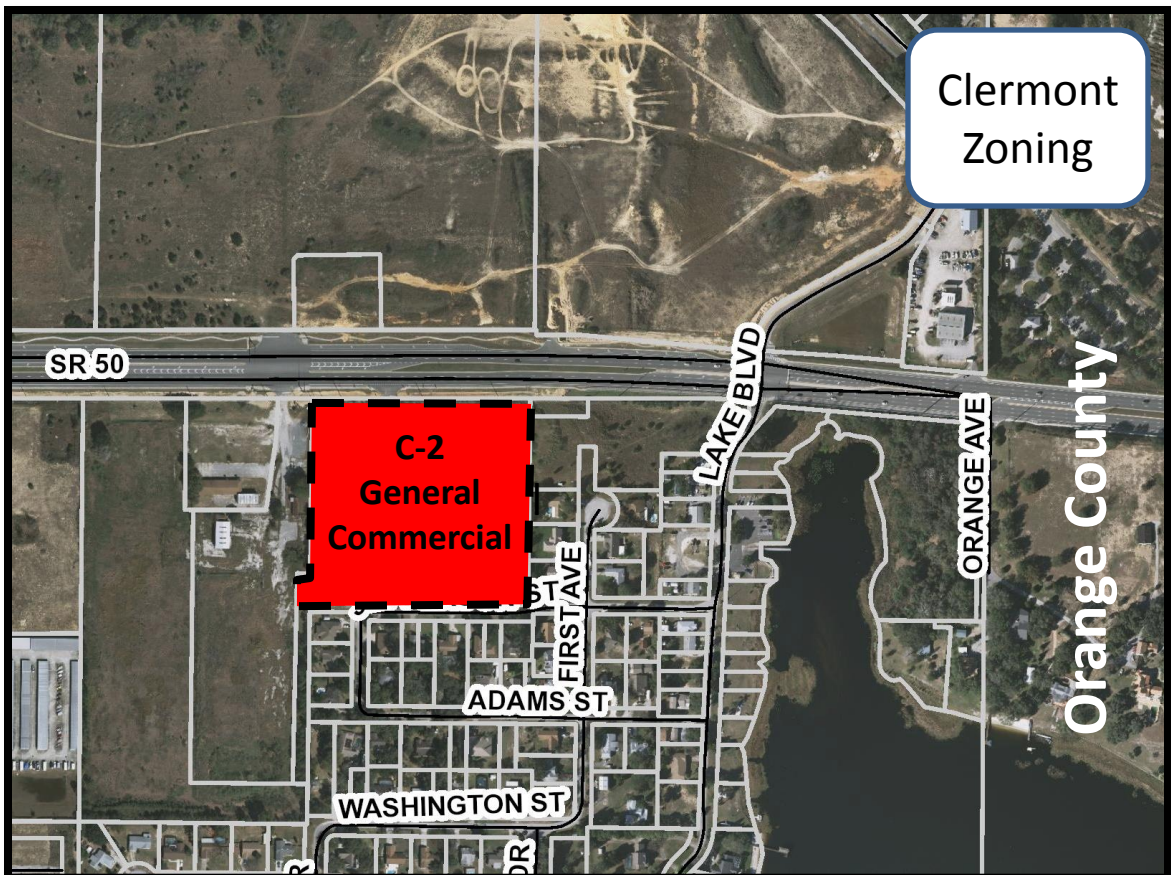


Exhibit – Zoning
Headquarter Honda



WATER & WASTEWATER SERVICE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

Section 2. DEVELOPMENT STANDARDS

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

Section 3. WAIVER REQUESTS FOR THE PROPERTY

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

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

Section 4. ANNEXATION

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

Section 5. SEVERABILITY

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

Section 6. NOTICES

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

CITY

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

OWNERS

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

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

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

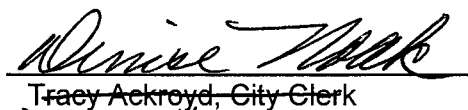
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through Harold S. Turville, Jr., Mayor.

DATED this 8TH day of July, 2008.

CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


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

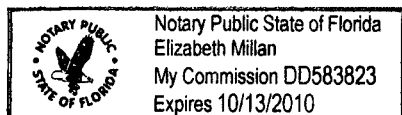
OWNER: Room 4, Inc. & Johns Lake Plaza Owners Association

Robert N. Britt Title: Pres.
Signature

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

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

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




Notary Public

1. USA Ability Agreement & Records Management Agreement Set

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Room 4, Inc.
&
Johns Lake Plaza Owners Association

Descriptions:

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

Total: Containing 9.345 acres, more or less.

Lake County Alternate Key Numbers:

3839973
3839976
3839977
3839979
3839980
3839981
3839982
3839983
3839984
3839985

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

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

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

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

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

Exhibit "A"

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

PROPERTY OWNER(S):
~~XXXXXXXXXXXX~~

WITNESSES

~~XXXXXX~~

~~Johns Lake Plaza Owners Association~~

PROPERTY OWNER(S)

~~XXXXXXXXXXXX~~

ROOM 4, Inc. &

JOHNS LAKE PLAZA OWNERS ASSOCIATION

~~XXXXXX~~

By: Elizabeth Millan
Signature

Elizabeth Millan

Type or print name

By: William N. Asma
Signature

William N. Asma

Type or print name

1. Robert N Britt
Signature

ROBERT N BRITT

Type or print name

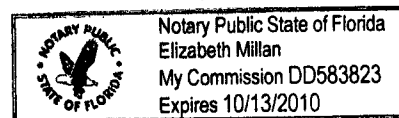
2. _____
Signature

Type or print name

STATE OF Florida
COUNTY OF ORANGE

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

SEAL:



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

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

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Room 4, Inc.
&
Johns Lake Plaza Owners Association

Descriptions:

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

Total: Containing 9.345 acres, more or less.

Lake County Alternate Key Numbers:

3839973
3839976
3839977
3839979
3839980
3839981
3839982
3839983
3839984
3839985

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

Aerial view:



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

LEGAL NOTICE

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

ORDINANCE NO. 2015-28

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

LOCATION

Headquarter Honda
(Alternate Key 1037409)
17700 STATE ROAD 50

LEGAL DESCRIPTION

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

Containing 9.34 acres, more or less

FROM UE Urban Estate
TO C-2 General Commercial

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

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

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 14, 2015

Location map:



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
April 7, 2015**

Page 10

Senior Planner John Kruse presented the staff report as follows:

This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on December 5, 2011. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 7.7 acres, has been developed as an auto dealership, Clermont Nissan.

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

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

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

8. REQUEST FOR REZONING

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

APPLICANT: Staff (Nissan)

Senior Planner John Kruse presented the staff report as follows:

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

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

Commissioner Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

9. REQUEST FOR SMALL-SCALE COMP PLAN AMENDMENT

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

APPLICANT: Staff (Honda)

Senior Planner John Kruse presented the staff report as follows:

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
April 7, 2015**

Page 11

This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on July 15, 2008. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 9.34 acres, has been developed as an auto dealership, Headquarter Honda.

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

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

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

10. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to C-2 General Commercial
APPLICANT: Staff (Honda)

Senior Planner John Kruse presented the staff report as follows:

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.

Gail Harris, 17535 Jefferson St., stated that she is about 75 feet from the Honda dealership. She stated that if the City annexes this property, she is asking that they are made to follow the ordinances pertaining noise and unloading trucks.

Mr. Krauss, 13643 First Ave., asked if the properties being annexed into the City will have to follow the City ordinances.

Commissioner Hubbard moved to recommend approval of the rezoning; seconded by Commissioner Smith. The vote was unanimous to recommend approval.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-38; Final East Towne Center		
Requested Action		
Move to approve Ordinance 2015-38.		
Staff Report		
This administrative request is being heard concurrently with requests for a large-scale comprehensive plan amendment and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on February 13, 2003. The property is improved and is receiving water and sewer services from the City. The property, approximately 13.8 acres, has been developed as a shopping center with two outparcels. 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. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Annual revenue increase to the City is anticipated to be approximately \$28,300.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ANN ORD 2015-38.doc	
2. Maps	East Towne Center Maps.pdf	
3. Utility Agreement	2003-07 Utility Agreement.pdf	
4. Legal ad	ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property, dated February 13, 2003; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property, to-wit:

Legal Description

A portion of Tracts 3, 4, 13, and 14 of Lake Highlands Company subdivision of Section 26, Township 22 south, Range 26 east, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

Commence at the north $\frac{1}{4}$ corner of said Section 26; thence south 00o40'30" West, 244.02 feet along the west line of the northeast $\frac{1}{4}$ of said Section 26; thence south 89o34' 59" east, 33.00 feet parallel with the north line of the northeast $\frac{1}{4}$ of said Section 26 to the Point of Beginning; thence continue along said parallel line, south 89 34'59" east, 700.01 feet; thence south 00 40'30" west, 879.12 feet parallel with aforesaid west line of the northeast $\frac{1}{4}$ of said Section 26 to

CITY OF CLERMONT
ORDINANCE No. 2015-38

a point on the north right-of-way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence north 88°54'49" west, 683.02 feet along said north right-of-way thence north 00°40'30" East, 457.01 feet; thence north 89°32'33" west, 17.00 feet to a point on the east right-of-way line of County Road 455; thence north 00°40'30" East along said right-of-way line, 414.11 feet to the Point of Beginning,

Containing 13.88 acres, more or less

Alternate Keys 3815489, 3818669 and 3824982; 13900 CR 455; 13910 and 16705 SR 50

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

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

SECTION 5.

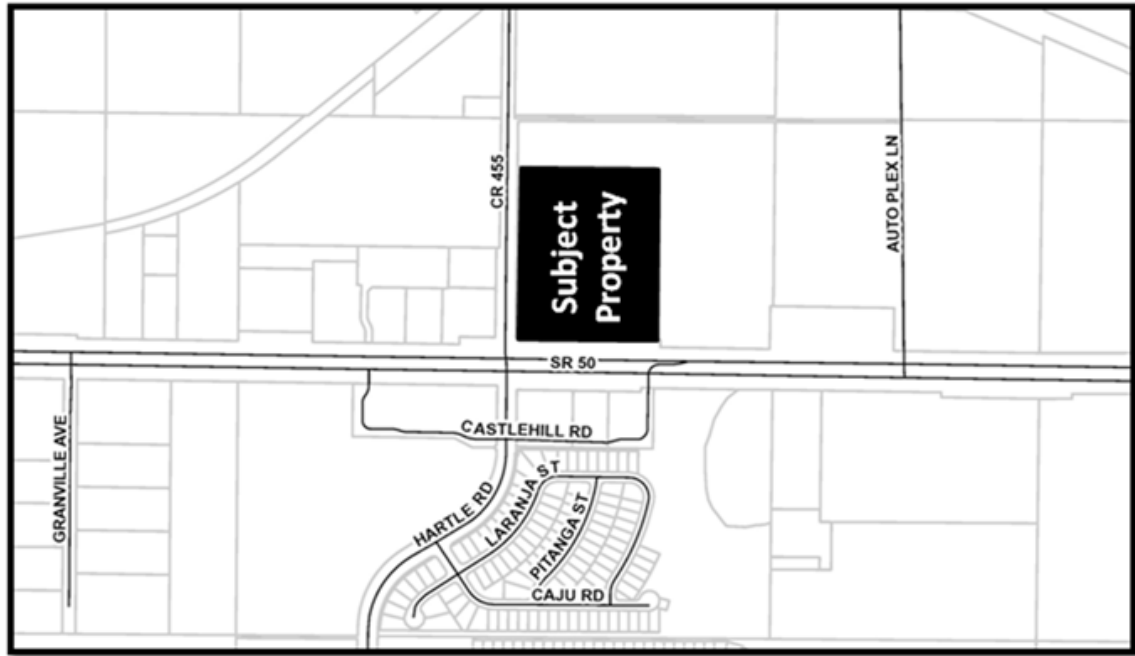
This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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

CITY OF CLERMONT
ORDINANCE No. 2015-38

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-38

3

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map East Towne Center



Exhibit – Future Land Use
East Towne Center

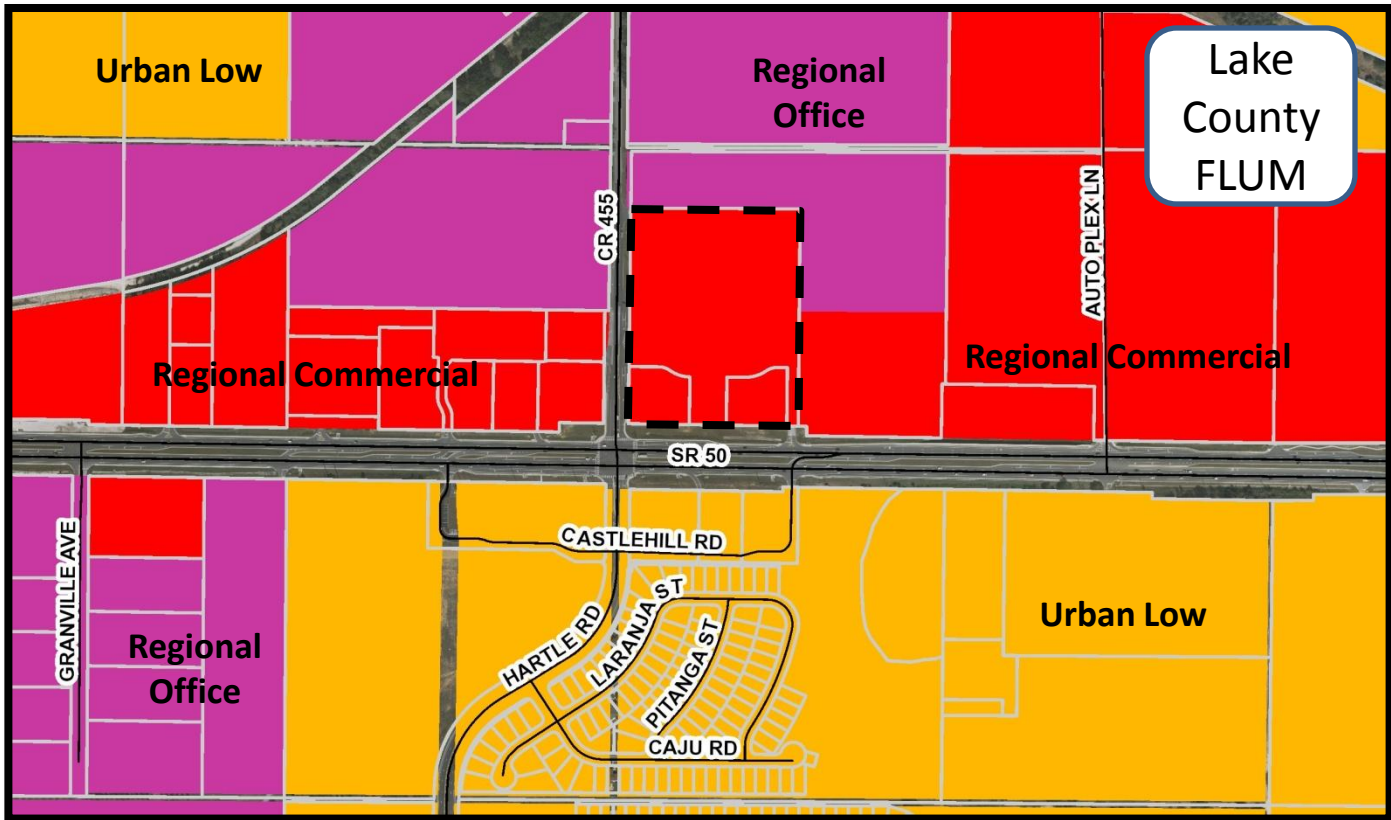


Exhibit – Zoning East Towne Center



1 1000 10 100 11 001 11 001 00 11 11 001 11 010 11 001 11 010 11 010 10 101 1 1001

2403

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

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the CITY Land Development Regulations with the following exceptions: 1) six interior landscape islands shall be provided rather than the eleven per Code; and 2) the landscape islands shall be 10 ft. in width including curb rather than 10 ft. in width not including curb.
- 2.2 The property shall be developed in substantial accordance with the attached Exhibit "B" Site Plan.

Section 3. ANNEXATION

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

David McNulty
East Towne Center, LLC
121 West Forsyth, Suite 200
Jacksonville, FL 32202

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its Mayor and OWNER through David McNulty, Vice President, Investment Services of East Towne Center, LLC.

DATED this 13 day of February, 2003.

CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER


David McNulty, Vice President, Investment Services

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared David McNulty as Vice President, Investment Services of East Towne Center, LLC, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 13 day of FEBRUARY, 2003.



PATTI WAGNER
Notary Public, State of Florida
My comm. expires June 24, 2006
Comm. No. DD 128748

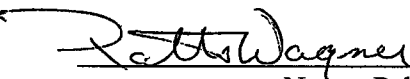

Notary Public

EXHIBIT 'A'

OR BOOK 02290 PAGE 2273

DESCRIPTION:

A portion of Tracts 3, 4, 13 and 14 of Lake Highlands Company Subdivision of Section 26, Township 22 South, Range 26 East, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

COMMENCE at the North 1/4 corner of said Section 26; thence South 00°40'30" West, 244.02 feet along the West line of the Northeast 1/4 of said Section 26; thence South 89°34'59" East, 33.00 feet parallel with the North line of the Northeast 1/4 of said Section 26 to the POINT OF BEGINNING; thence continue along said parallel line, South 89°34'59" East, 700.01 feet; thence South 00°40'30" West, 879.12 feet parallel with aforesaid West line of the Northeast 1/4 of said Section 26 to a point on the North Right-of-Way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence North 88°54'49" West, 683.02 feet along said North Right-of-Way thence North 00°40'30" East, 457.01 feet; thence North 89°32'33" West, 17.00 feet to a point on the East Right of Way line of County Road 455; thence North 00°40'30" East, along said East Right-of-Way line, 414.11 feet to the POINT OF BEGINNING.

CONTAINING 13.88 acres more or less.

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

NOTE:

Bearings shown hereon are based on the West line of the Northeast 1/4 of Section 26, Township 22 South, Range 26 East as being South 00°40'30" West. (Assumed)

See Sheet 2 of 2 for Sketch
Sheet 1 of 2

DESCRIPTION

Date:

July 28, 2002 SP

CERT. NO. LB2108

47324010

FOR

Job No.:

47524

Scale:

N.T.S.

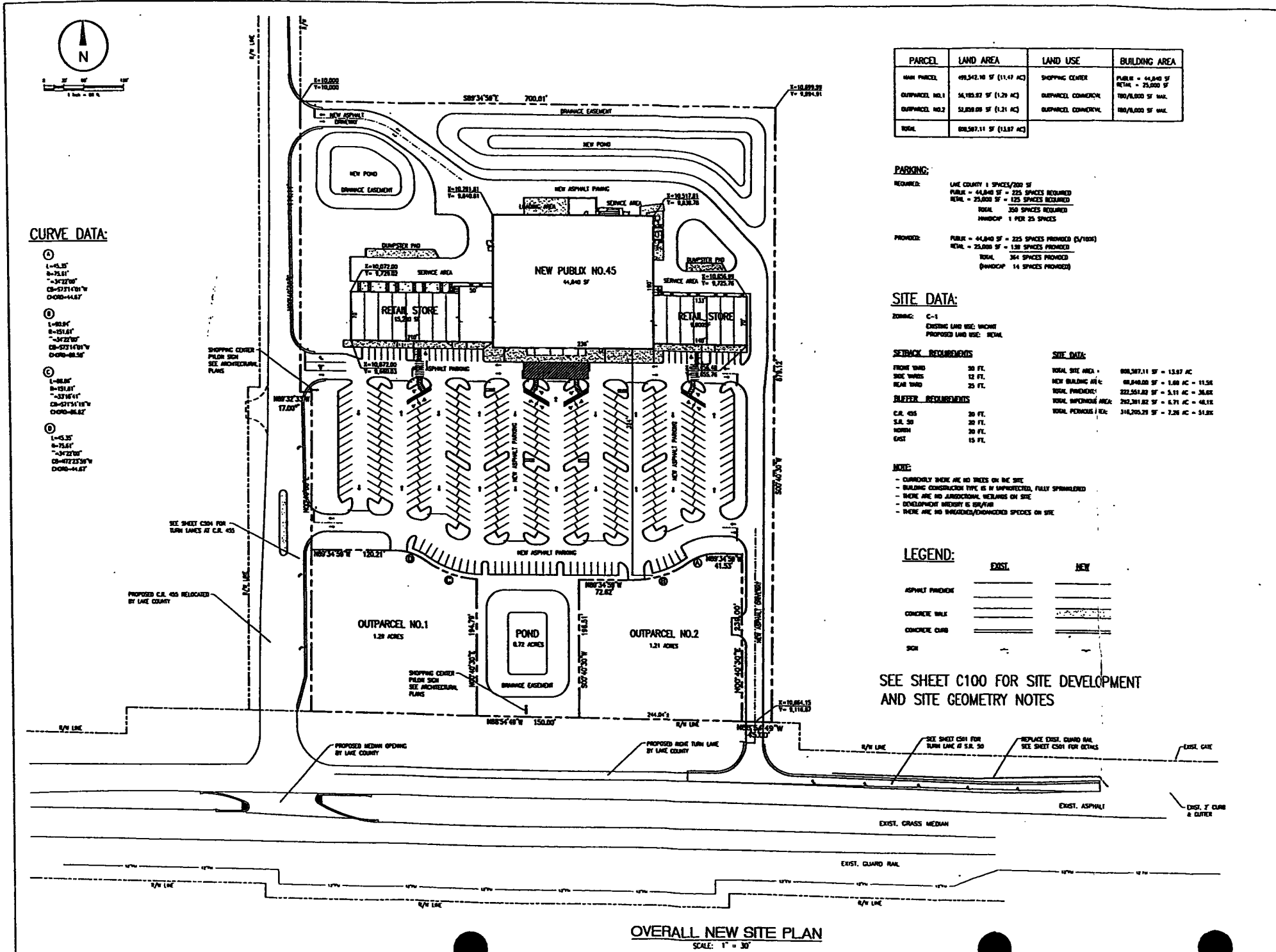
CH. 61017-6, Florida Administrative
Code requires that a legal description
drawing bear the notation that
THIS IS NOT A SURVEY.

Revised: Added Utility Easement
07/08/2002 SP

SOUTHEASTERN SURVEYING & MAPPING CORP.
324 N. Orlando Avenue
Maitland, Florida 32751
407/847-0888
email: info@southeasternsurveying.com

GARY H. KRICK
REGISTERED LAND SURVEYOR NO. 4243

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



PARCEL	LAND AREA	LAND USE	BUILDING AREA
MAIN PARCEL	49,542.10 SF (1.17 AC)	SHOPPING CENTER	PUBLIC = 44,840 SF RETAIL = 30,400 SF
OUTPARCEL NO.1	54,185.87 SF (1.25 AC)	OUTPARCEL COMMERCIAL	100,000 SF MAX.
OUTPARCEL NO.2	52,859.09 SF (1.21 AC)	OUTPARCEL COMMERCIAL	100,000 SF MAX.
TOTAL	156,587.06 SF (3.63 AC)		

PARKING:
REQUIRED: LAKE COUNTY 1 SPACE/200 SF
PUBLIC = 44,840 SF = 225 SPACES REQUIRED
RETAIL = 30,400 SF = 152 SPACES REQUIRED
TOTAL 377 SPACES REQUIRED
(HANDICAP 1 PER 25 SPACES)
PROVIDED: PUBLIC = 44,840 SF = 225 SPACES PROVIDED (5/10/04)
RETAIL = 30,400 SF = 152 SPACES PROVIDED
TOTAL 377 SPACES PROVIDED
(HANDICAP 14 SPACES PROVIDED)

SITE DATA:
ZONING: C-1
EXISTING LAND USE: MIXED
PROPOSED LAND USE: RETAIL
SETBACK REQUIREMENTS:
FRONT YARD 30 FT.
SIDE YARD 12 FT.
REAR YARD 25 FT.
BUFFER REQUIREMENTS:
C.R. 435 30 FT.
S.R. 30 30 FT.
NORTH 30 FT.
EAST 15 FT.
SITE DATA:
TOTAL SITE AREA = 156,587.06 SF = 3.63 AC
NEW BUILDING AREA = 75,240.00 SF = 1.72 AC = 11.58
TOTAL PARKING AREA = 222,551.82 SF = 5.11 AC = 36.62
TOTAL IMPERVIOUS AREA = 292,361.82 SF = 6.71 AC = 48.18
TOTAL PERIMETER / AREA = 316,295.29 SF = 7.26 AC = 51.82

NOTE:
- CURRENTLY THERE ARE NO TREES ON THE SITE
- BUILDING CONSTRUCTION TYPE IS UNIMPROVED, FULLY SPRINKLERED
- THERE ARE NO JURISDICTIONAL WETLANDS ON SITE
- DEVELOPMENT INTENSITY IS 80%/AC
- THERE ARE NO UNDESIRABLE/UNWANTED SPECIES ON SITE

LEGEND:	EXIST.	NEW
ASPHALT PAVEMENT		
CONCRETE WALK		
CONCRETE CURB		
SOIL		

SEE SHEET C100 FOR SITE DEVELOPMENT
AND SITE GEOMETRY NOTES

URBAN DESIGN PLANNING ENGINEERING
SKConsortium, Inc.
1000 N. W. 10TH AVE., SUITE 1000, MIAMI, FL 33136
TELEPHONE: 407-882-2288 / FAX: 407-882-1888 / E-MAIL: INFO@SKCONSORTIUM.COM

OVERALL NEW SITE PLAN
EAST TOWNE CENTER
REGENCY CENTERS
LAKE COUNTY, FLORIDA

08-14-02	REV SUBMITAL
07-03-02	100% SUBMITAL
06-28-02	PER FOOT COMMENTS
05-06-02	PER LAKE COUNTY
Issue Date and Purpose	
Project Number:	0119
Drawn by:	J. HINES
Checked by:	J. HINES
Designed by:	J. HINES
Reviewed by:	J. HINES
Project Name:	C002

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday April 28, 2015 at 6:00 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

East Towne Center, 13.88 +/- acres
13900 CR 455; 13910 and 16705 SR 50
Alternate Keys 3815489, 3818669 and 3824982

LEGAL DESCRIPTION

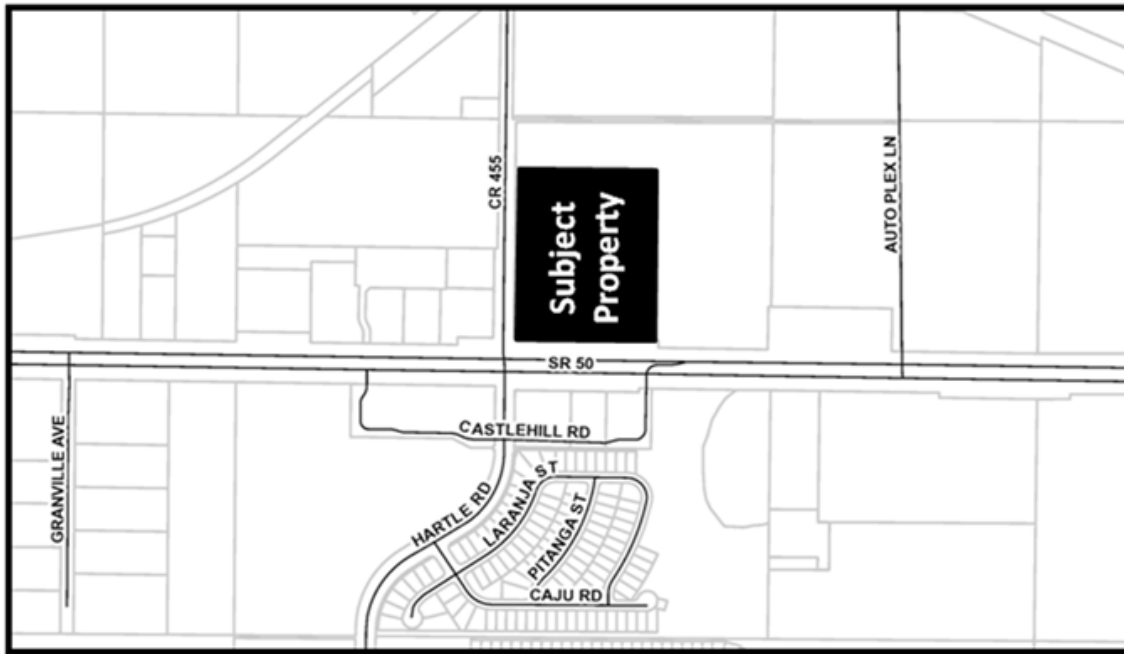
A portion of Tracts 3, 4, 13, and 14 of Lake Highlands Company subdivision of Section 26, Township 22 south, Range 26 east, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

Commence at the north $\frac{1}{4}$ corner of said Section 26; thence south 00°40'30" West, 244.02 feet along the west line of the northeast $\frac{1}{4}$ of said Section 26; thence south 89°34' 59" east, 33.00 feet parallel with the north line of the northeast $\frac{1}{4}$ of said Section 26 to the Point of Beginning; thence continue along said parallel line, south 89° 34'59" east, 700.01 feet; thence south 00° 40'30" west, 879.12 feet parallel with aforesaid west line of the northeast $\frac{1}{4}$ of said Section 26 to a point on the north right-of-way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence north 88° 54'49" west, 683.02 feet along said north right-of-way thence north 00° 40'30" East, 457.01 feet; thence north 89° 32'33" west, 17.00 feet to a point on the east right-of-way line of County Road 455; thence north 00° 40'30" East along said right-of-way line, 414.11 feet to the Point of Beginning,

Containing 13.88 acres, more or less

Alternate Keys 3815489, 3818669 and 3824982; 13900 CR 455; 13910 and 16705 SR 50

Location Map:



This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, 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 will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
April 7, 2015 and April 14, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-40; <i>Final</i> East Towne Center		
Requested Action		
Move to approve Ordinance 2015-40.		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on February 13, 2003. The property is improved and is receiving water and sewer services from the City. The property, approximately 13.8 acres, has been developed as a shopping center with two outparcels. The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Commercial District) to the City's C-2 General Commercial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. Staff recommends approval of the rezoning to C-2 General Commercial. <i>At the Planning & Zoning Commission meeting April 7, 2015, Commissioner Tony Hubbard moved to recommend approval of the rezoning; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2015-40.doc	
2. Maps	East Towne Center Maps.pdf	
3. Utility Agreement	2003-07 Utility Agreement.pdf	
4. Legal ad	REZ legal ad.docx	
5. P&Z minutes	P&Z minutes rezoning.pdf	

CITY OF CLERMONT
ORDINANCE No. 2015-40

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

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

SECTION 1:

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

LEGAL DESCRIPTION

A portion of Tracts 3, 4, 13, and 14 of Lake Highlands Company subdivision of Section 26, Township 22 south, Range 26 east, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

Commence at the north ¼ corner of said Section 26; thence south 00°40'30" West, 244.02 feet along the west line of the northeast ¼ of said Section 26; thence south 89°34' 59" east, 33.00 feet parallel with the north line of the northeast ¼ of said Section 26 to the Point of Beginning; thence continue along said parallel line, south 89 34'59" east, 700.01 feet; thence south 00 40'30" west, 879.12 feet parallel with aforesaid west line of the northeast ¼ of said Section 26 to a point on the north right-of-way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence north 88 54'49" west, 683.02 feet along said north right-of-way thence north 00 40'30" East, 457.01 feet; thence north 89 32'33" west, 17.00 feet to a point on the east right-of-way line of County Road 455; thence north 00 40'30" East along said right-of-way line, 414.11 feet to the Point of Beginning,

Containing 13.88 acres, more or less

Alternate Keys 3815489, 3818669 and 3824982; 13900 CR 455; 13910 and 16705 SR 50

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

SECTION 2:

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

SECTION 3:

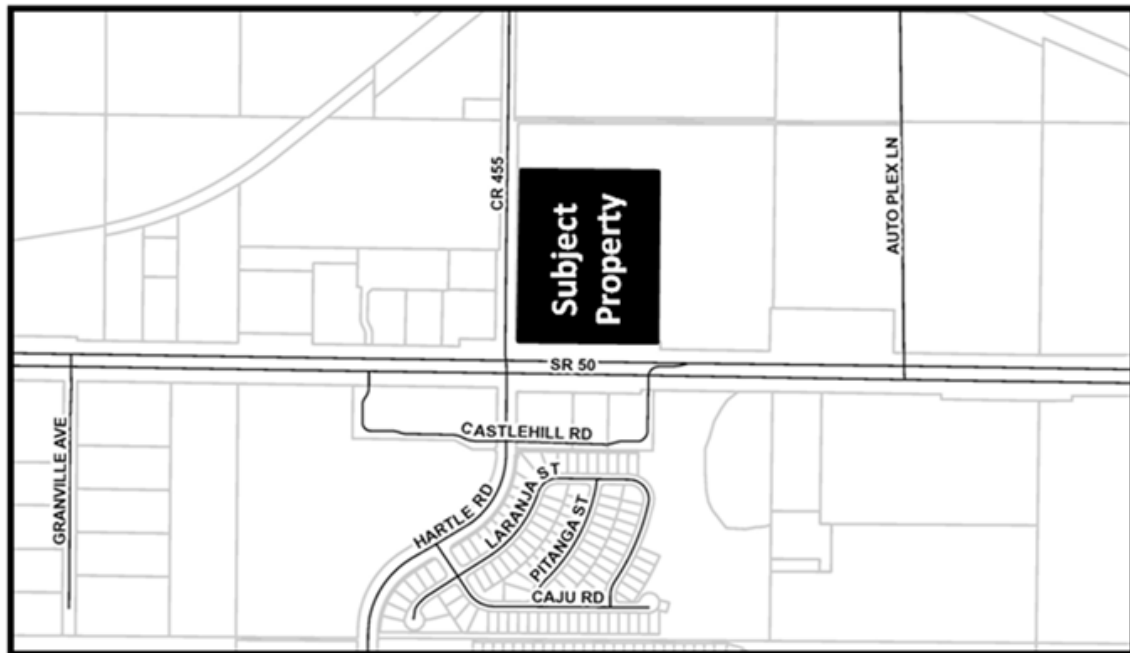
CITY OF CLERMONT
ORDINANCE No. 2015-40

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

SECTION 4:

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-40

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map East Towne Center



Exhibit – Future Land Use
East Towne Center

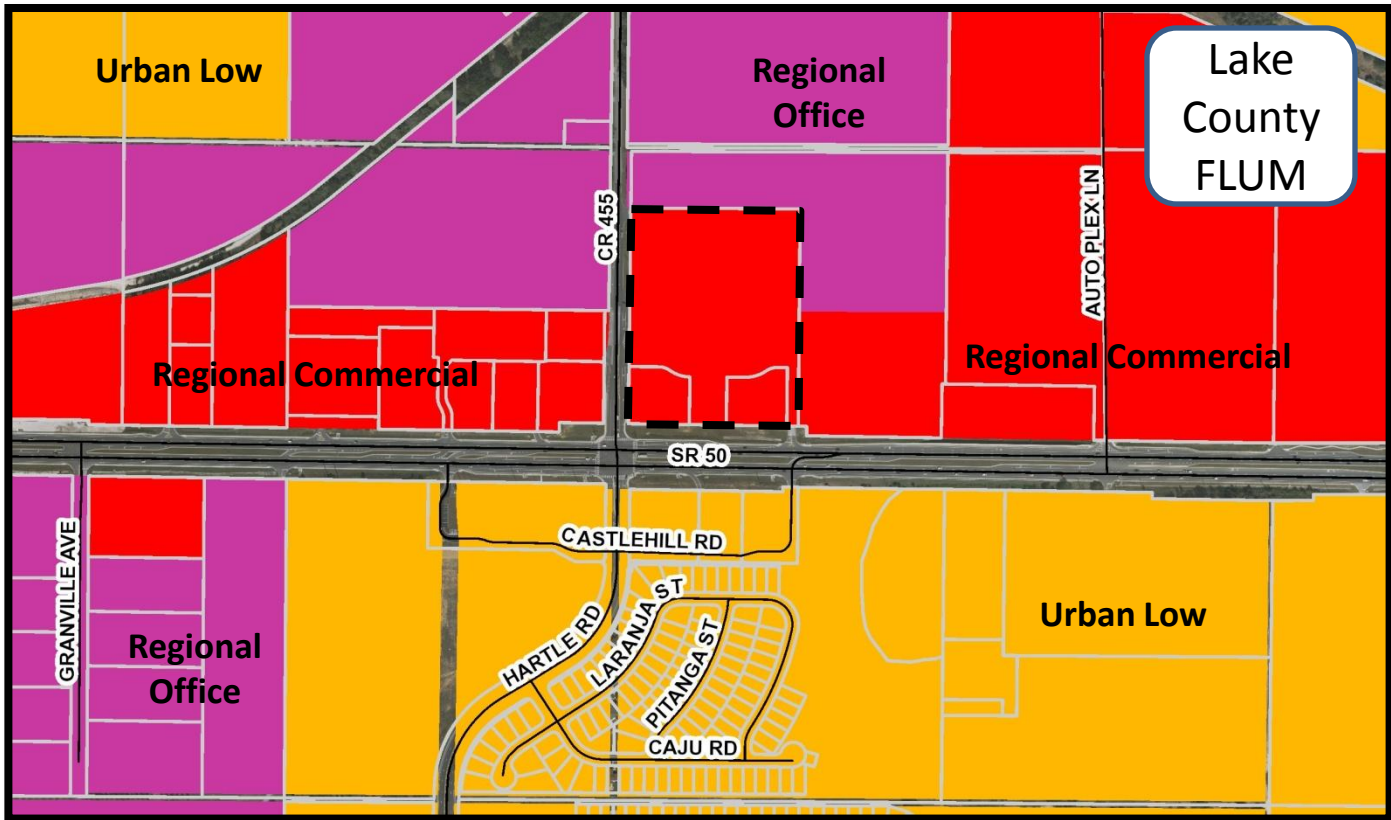
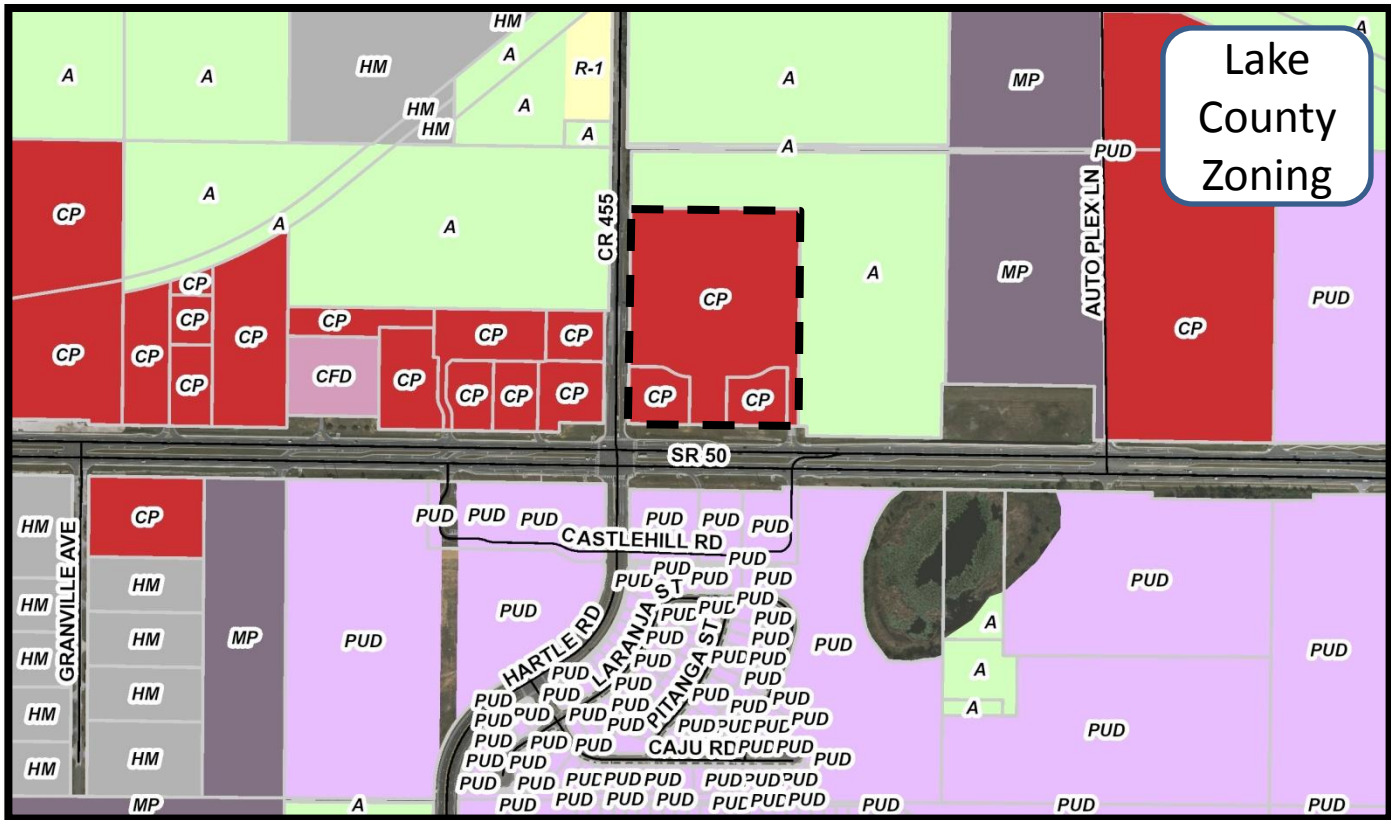


Exhibit – Zoning East Towne Center



1 1000 10 100 11 001 11 001 00 11 11 001 11 010 11 001 11 010 11 010 10 101 1 1001

2403

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

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the CITY Land Development Regulations with the following exceptions: 1) six interior landscape islands shall be provided rather than the eleven per Code; and 2) the landscape islands shall be 10 ft. in width including curb rather than 10 ft. in width not including curb.
- 2.2 The property shall be developed in substantial accordance with the attached Exhibit "B" Site Plan.

Section 3. ANNEXATION

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

David McNulty
East Towne Center, LLC
121 West Forsyth, Suite 200
Jacksonville, FL 32202

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its Mayor and OWNER through David McNulty, Vice President, Investment Services of East Towne Center, LLC.

DATED this 13 day of February, 2003.

CITY OF CLERMONT

ATTEST:


Harold S. Turville, Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER


David McNulty, Vice President, Investment Services

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared David McNulty as Vice President, Investment Services of East Towne Center, LLC, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 13 day of FEBRUARY, 2003.



PATTI WAGNER
Notary Public, State of Florida
My comm. expires June 24, 2006
Comm. No. DD 128748

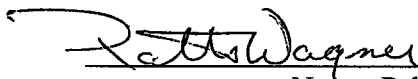

Notary Public

EXHIBIT 'A'

OR BOOK 02290 PAGE 2273

DESCRIPTION:

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COMMENCE at the North 1/4 corner of said Section 26; thence South 00°40'30" West, 244.02 feet along the West line of the Northeast 1/4 of said Section 26; thence South 89°34'59" East, 33.00 feet parallel with the North line of the Northeast 1/4 of said Section 26 to the POINT OF BEGINNING; thence continue along said parallel line, South 89°34'59" East, 700.01 feet; thence South 00°40'30" West, 879.12 feet parallel with aforesaid West line of the Northeast 1/4 of said Section 26 to a point on the North Right-of-Way line of State Road No. 50 as shown on Florida Department of Transportation Right-of-Way Map Section No. 11070-2505; thence North 88°54'49" West, 683.02 feet along said North Right-of-Way thence North 00°40'30" East, 457.01 feet; thence North 89°32'33" West, 17.00 feet to a point on the East Right of Way line of County Road 455; thence North 00°40'30" East, along said East Right-of-Way line, 414.11 feet to the POINT OF BEGINNING.

CONTAINING 13.88 acres more or less.

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

NOTE:

Bearings shown hereon are based on the West line of the Northeast 1/4 of Section 26, Township 22 South, Range 26 East as being South 00°40'30" West. (Assumed)

See Sheet 2 of 2 for Sketch
Sheet 1 of 2

DESCRIPTION

Date:

July 28, 2002 SP

CERT. NO. LB2108

47324010

FOR

Job No.:

47524

Scale:

N.T.S.

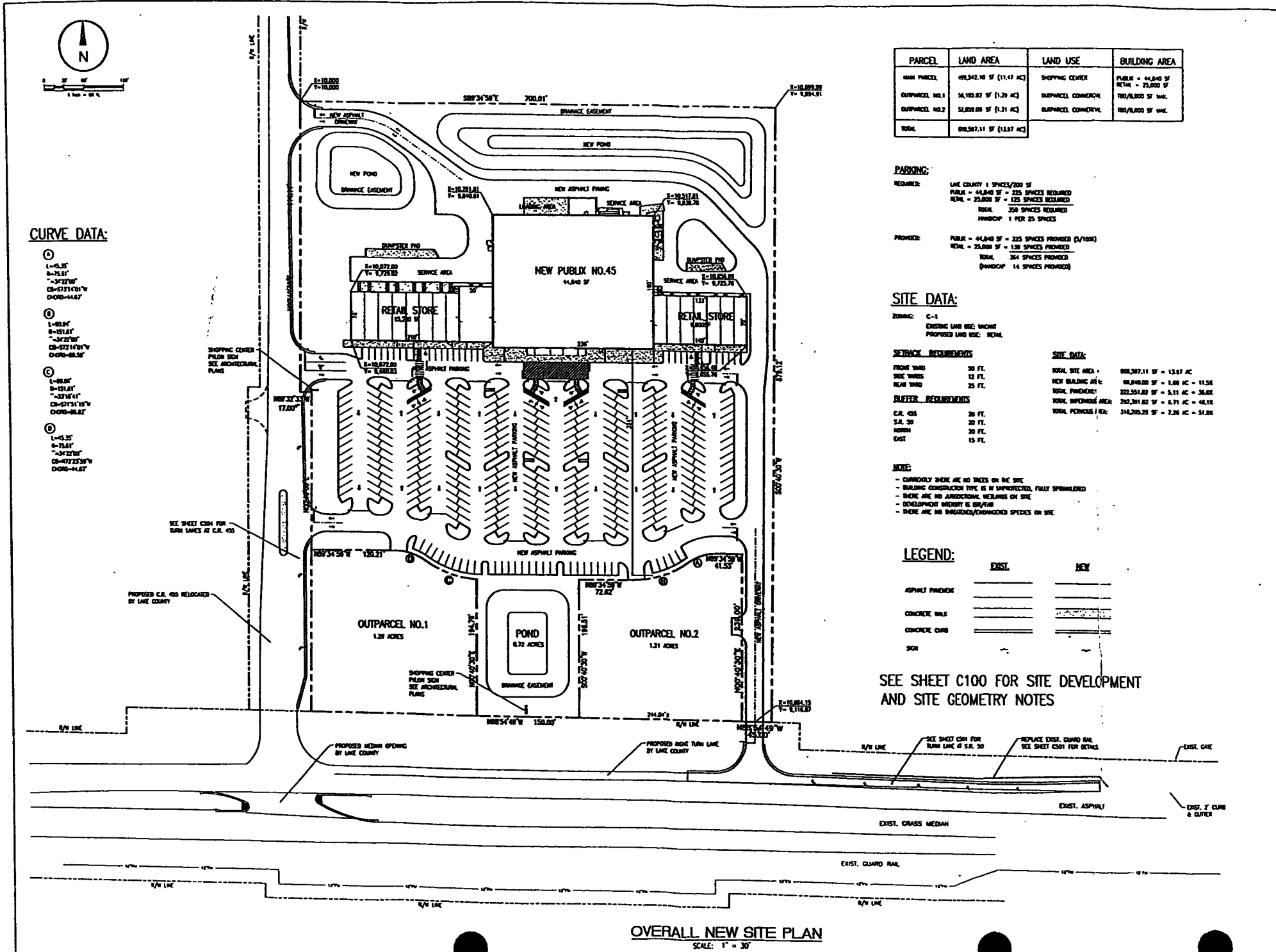
CH. 61017-6, Florida Administrative
Code requires that a legal description
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THIS IS NOT A SURVEY.

Revised: Added Utility Easement
07/08/2002 SP

SOUTHEASTERN SURVEYING & MAPPING CORP.
324 N. Orlando Avenue
Maitland, Florida 32751
407/847-0888
email: info@southesternsurveying.com

GARY H. KRICK
REGISTERED LAND SURVEYOR NO. 4243

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



OVERALL NEW SITE PLAN
EAST TOWNE CENTER

REGENCY CENTERS

LAKE COUNTY, FLORIDA

URBAN DESIGN PLANNING ENGINEERING
SKConsortium, Inc.
1000 N. WILSON AVENUE, SUITE 1000, WILSON, FLORIDA 32615
TELEPHONE: 407-582-2288 • FAX: 407-582-1888 • WWW.SKCONSORTIUM.COM

08-11-02 SITE SUBMITTAL
07-03-02 100% SUBMITTAL
06-28-02 PER FOOT COMMENTS
05-06-02 PER LAKE COUNTY

Issue Date and Purpose
Project Number: 0119
Drawn by: J. HINES
Checked by: J. HINES
In Charge: J. HINES
Scale: AS SHOWN
C002

LEGAL NOTICE

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

ORDINANCE NO. 2015-40

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

LOCATION

East Towne Center, 13.88 +/- acres
13900 CR 455; 13910 and 16705 SR 50
Alternate Keys 3815489, 3818669 and 3824982

LEGAL DESCRIPTION

A portion of Tracts 3, 4, 13, and 14 of Lake Highlands Company subdivision of Section 26, Township 22 south, Range 26 east, according to the plat thereof as recorded in Plat Book 3, Page 52 of the Public Records of Lake County, Florida being more particularly described as follows:

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Containing 13.88 acres, more or less

Alternate Keys 3815489, 3818669 and 3824982; 13900 CR 455; 13910 and 16705 SR 50

FROM UE Urban Estate
TO C-2 General Commercial

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

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

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

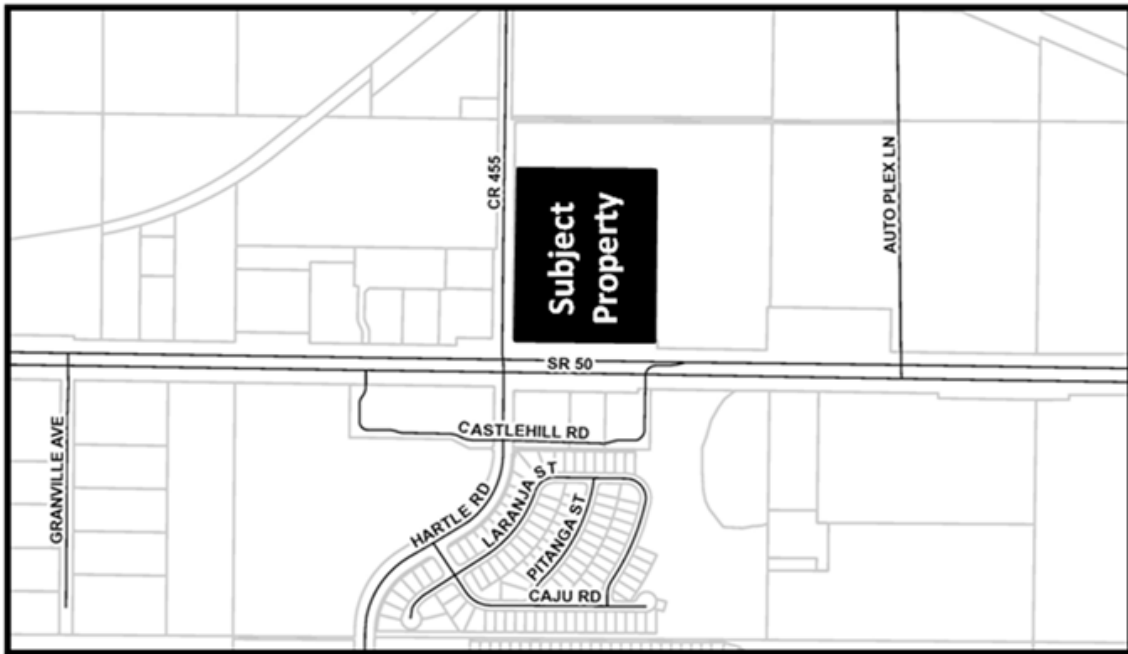
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 14, 2015

Location Map:



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
April 7, 2015**

Page 13

Commissioner Whitehead moved to recommend approval of the large-scale comp plan amendment; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

14. REQUEST FOR REZONING

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

APPLICANT: Staff (East Towne Center)

Senior Planner John Kruse presented the staff report as follows:

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

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

Commissioner Hubbard moved to recommend approval of the rezoning; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

There being no further business, the meeting was adjourned at 8:45 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Planning Specialist



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																	
Tuesday, April 28, 2015																	
Agenda Item Name																	
Resolution No. 2015-15 Kirby																	
Requested Action																	
Move to approve Resolution No. 2015-15.																	
Staff Report																	
The applicant is requesting a conditional use permit (CUP) to allow for an office use in an existing building located at 176 East Highland Ave. The property is zoned R-3-A Residential/Professional district. Under Sec. 122-164 (a) (1) of the Land Development Code, the R-3-A zoning district may allow this type of use through a conditional use permit. The applicant desires to use the existing building, which was previously used for a daycare facility, for a professional office. The building is approximately 1,600 square feet of conditioned floor space with 10 parking stalls provided on site. This exceeds the requirements for parking. Staff believes that the office use is compatible with the uses in the surrounding area. Several office uses currently exist along Highland Avenue and have received CUPs for office use. This building was also previously used for a real estate office prior to being converted to a daycare facility. Based upon the information presented, staff recommends approval of this request. <i>At the Planning & Zoning Commission meeting April 7, 2015, Commissioner Judy Proli made a motion to recommend approval of the conditional use permit; seconded by Commissioner Cuqui Whitehead. The vote was unanimous to recommend approval.</i>																	
Additional Analysis																	
Fiscal Impact Summary																	
Fiscal Impact	Fund Number and Description	Available Budget Amount															
Exhibits Attached (copies of original agreements)																	
<table><tr><td>1.</td><td>Resolution</td><td>CUP RES 2015-15.docx</td></tr><tr><td>2.</td><td>CUP Conditions</td><td>CUP Conditions.docx</td></tr><tr><td>3.</td><td>Location Map</td><td>Kirby Location Map.pdf</td></tr><tr><td>4.</td><td>Application</td><td>Application.pdf</td></tr><tr><td>5.</td><td>Site plan</td><td>Site plan.pdf</td></tr></table>			1.	Resolution	CUP RES 2015-15.docx	2.	CUP Conditions	CUP Conditions.docx	3.	Location Map	Kirby Location Map.pdf	4.	Application	Application.pdf	5.	Site plan	Site plan.pdf
1.	Resolution	CUP RES 2015-15.docx															
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3.	Location Map	Kirby Location Map.pdf															
4.	Application	Application.pdf															
5.	Site plan	Site plan.pdf															

6.	Legal ad	CUP Legal AD Kirby.docx
7.	P&Z Minutes	P&Z minutes.pdf

CITY OF CLERMONT
RESOLUTION NO. 2015-15

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

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

LOCATION:

(Alt. Key 1627087) 176 East Highland Ave.

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

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

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

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

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

CITY OF CLERMONT
RESOLUTION NO. 2015-15

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

Section 2 – Land Use

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

CITY OF CLERMONT
RESOLUTION NO. 2015-15

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CONDITIONS:

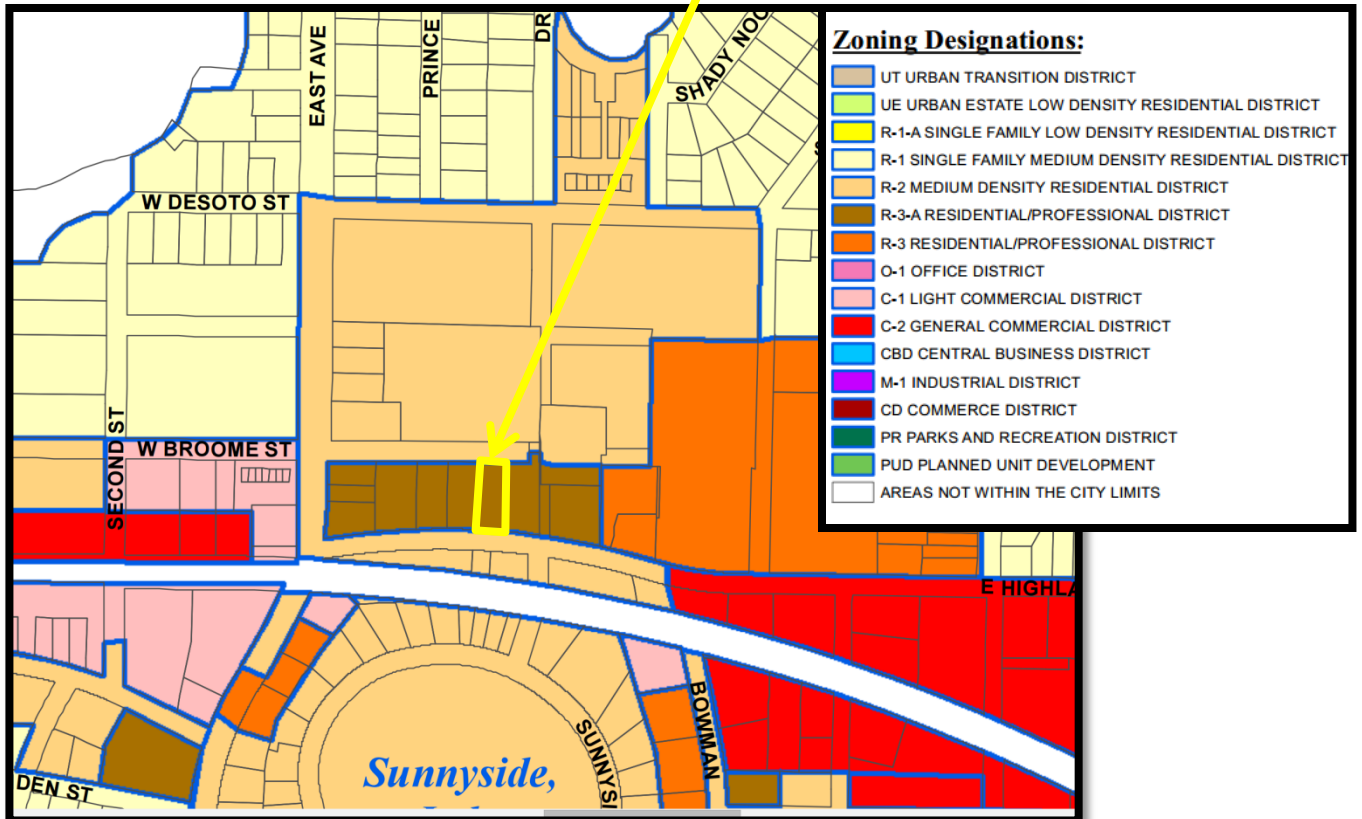
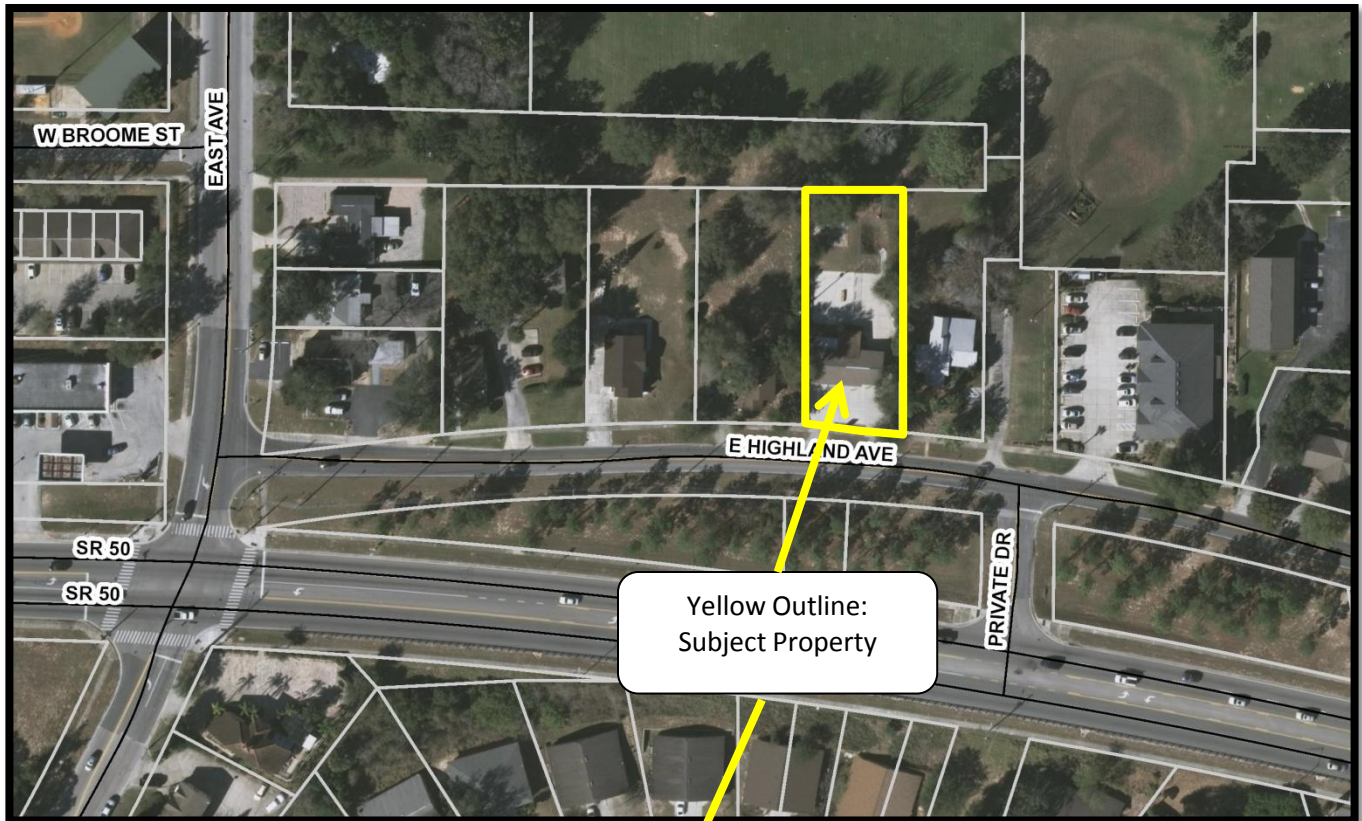
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Section 2 – Land Use

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

Exhibit - Location Map 176 Highland Ave.





CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: 3-2-15

FEE: \$350.00

PROJECT NAME (if applicable): _____

APPLICANT: Don Kirby

CONTACT PERSON: Brian Kirby

Address: 205 W. Washington St.

City: Minneola State: FL Zip: 34715

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

E-Mail: Brian.Kirby@Expeditepermit.com

OWNER: Don & Brian Kirby

Address: Same as Contact

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 176 Highland Ave.

General Location: _____

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

Land Use (City verification required): Office

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



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

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

Requesting "CUP" for office use.

DKirby
Applicant Name (print)

[Signature]
Owner Name (print)

x Don Kirby
Applicant Name (signature)

x Brian Kirby
Owner Name (signature)

***** NOTICE *****

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

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

LEGAL NOTICE

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

LOCATION

176 Highland Ave.
AK 1627087

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

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

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

All meetings will be held in City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 21, 2015

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
April 7, 2015**

Page 7

Attorney Jack Morgeson stated that the Commissioners have heard testimony that there are no limitations from Lake County allowing auto dealerships. He stated that by not allowing auto dealerships, this will present a potential problem for the City for overly constricting an owner's property right. He stated that he advises not recommending that.

Commissioner Whitehead asked if one of the pods is under contract with an auto dealership already.

Ms. Wilson stated that pod B is currently under contract with Don Mealey Chevrolet. She stated that they have agreed to be annexed pursuant to their entitlements. However, if restricted to no dealerships, she said her client will not be annexed, and they will build the dealerships in Lake County.

Commissioner Whitehead made a motion to recommend approval of the Planned Unit Development; seconded by Commissioner Solis. The vote fails 3-3 with Commissioners Smith, Hubbard and Proli opposing.

Commissioner Hubbard made a motion to recommend denial of the Planned Unit Development; seconded by Commissioner Smith. The vote fails 3-3 with Chairman Jones and Commissioners Solis and Whitehead opposing.

3. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow for office use in the R-3-A Residential/Professional zoning district.

APPLICANT: Don Kirby

Senior Planner John Kruse presented the staff report as follows:

The applicant is requesting a conditional use permit (CUP) to allow for an office use in an existing building located at 176 East Highland Ave. The property is zoned R-3-A Residential/Professional district. Under Sec. 122-164 (a) (1) of the Land Development Code, the R-3-A zoning district may allow this type of use through a conditional use permit.

The applicant desires to use the existing building, which was previously used for a daycare facility, for a professional office. The building is approximately 1,600 square feet of conditioned floor space with 10 parking stalls provided onsite. This exceeds the requirements for parking.

Staff believes that the office use is compatible with the uses in the surrounding area. Several office uses currently exist along Highland Avenue and have received CUPs for office use. This building was also previously used for a real estate office prior to being converted to a daycare facility. Based upon the information presented, staff recommends approval of this request. Don Kirby, 16545 Spring Park Dr., stated that he is purchasing this building to operate a permitting business. He stated that he is a retired Building Official and helps people get permits. He stated that he will be using this location as his office with 7 or 8 employees.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
April 7, 2015**

Page 8

Christy Clark, 12150 Lakeshore Dr., stated that she represents the sellers of this property. She stated that she hopes to see this conditional use permit pass and a new business open in Clermont.

Commissioner Proli made a motion to recommend approval of the conditional use permit; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval.

4. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a school facility in the C-2 General Commercial zoning district.

APPLICANT: Land of Lakes Montessori School

Planning Manager Curt Henschel presented the staff report as follows:

The applicant is requesting to allow a private school facility within the C-2 General Commercial zoning district. School facilities are designated as requiring a conditional use permit within the C-2 zoning district.

The applicant is proposing a 7,200-square-foot building with two playgrounds for a Montessori School to be located at the corner of Oakley Seaver Drive and Sandy Grove Avenue.

The proposed school will provide space for 120 students, ages 3-10 (pre-K through 5th grade), 12 teachers and three staff members. School hours are Monday through Friday, starting at 8 a.m. and ending at approximately 4 p.m.

The school has proposed a long internal driveway to stack students' arrivals and departures, and it has also developed a staggered starting time for students (based on age) to prevent traffic issues.

Ignacio Quintana, 1136 Callaway Circle, stated that he was present to answer any questions.

Commissioner Solis moved to recommend approval of the conditional use permit; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval.

5. REQUEST FOR LARGE-SCALE COMP PLAN AMENDMENT

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

APPLICANT: Staff (Don Mealey)

Senior Planner John Kruse presented the staff report as follows:

This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on May 27, 2003.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Resolution 2015-16 Land of Lakes Montessori School		
Requested Action		
Move to approve Ordinance 2015-16.		
Staff Report		
The applicant is requesting to allow a private school facility within the C-2 General Commercial zoning district. School facilities are designated as requiring a conditional use permit within the C-2 zoning district. The applicant is proposing a 7,200-square-foot building with two playgrounds for a Montessori School to be located at the corner of Oakley Seaver Drive and Sandy Grove Avenue. The proposed school will provide space for 120 students, ages 3-10 (pre-K through 5th grade), 12 teachers and three staff members. School hours are Monday through Friday, starting at 8 a.m. and ending at approximately 4 p.m. The school has proposed a long internal driveway to stack students' arrivals and departures, and it has also developed a staggered starting time for students (based on age) to prevent traffic issues. <i>At the Planning & Zoning Commission meeting April 7, 2015, Commissioner Carlos Solis moved to recommend approval of the conditional use permit; seconded by Commissioner Cuqui Whitehead. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution	CUP RES 2015-16.docx
2.	Conditions	CUP CONDITIONS.doc
3.	Location Map	Aerial Map.doc
4.	Site plan	Site plan.pdf
5.	Application	Application.pdf
6.	Legal ad	CUP Legal AD Montessori School.docx

7.	P&Z Minutes	P&Z minutes.pdf
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CITY OF CLERMONT
RESOLUTION NO. 2015-16

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

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

LOCATION:

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

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

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

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

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

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

CITY OF CLERMONT
RESOLUTION NO. 2015-16

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

Section 2 – Land Use

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

CITY OF CLERMONT
RESOLUTION NO. 2015-16

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

Section 3 – Transportation Improvements:

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

Section 4 - Architectural Design Standards

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

CITY OF CLERMONT
RESOLUTION NO. 2015-16

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CUP CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the CUP application are not the approved construction plans.
4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
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7. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
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10. A slab survey shall be submitted after the form boards have been installed and before the concrete has been poured. This is to ensure the setbacks and location of the building will conform to the Land Development Regulations.
11. All impact fees must be paid per City standards prior any certificate of occupancy.

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

Section 2 – Land Use

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

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

Section 4 - Architectural Design Standards

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



Corner of Sandy Grove Avenue and Oakley Seaver Drive

PROJECT CHARACTERISTICS

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

MINIMUM BUILDING SETBACK REQUIREMENTS:

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

BUILDING INFORMATION

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

PARKING SPACES

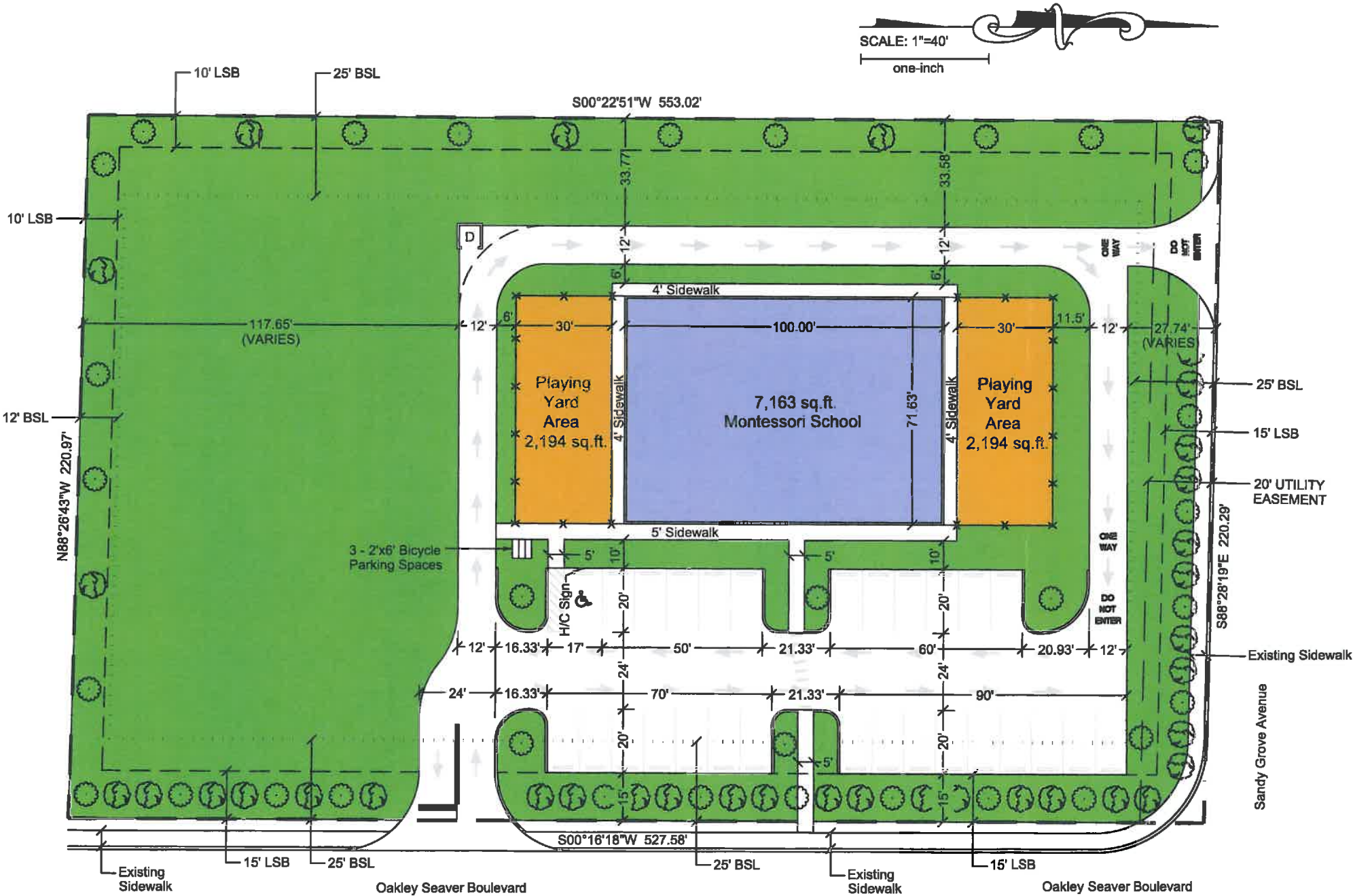
ONE SPACE REQUIRED PER 300 SQ.FT. CLASSROOM SPACE
5,000 SQ.FT./300 = 17 SPACES REQUIRED
PLUS ONE SPACE REQUIRED PER STAFF MEMBER
3 STAFF MEMBERS/1 = 3 SPACES REQUIRED
PLUS ONE SPACE REQUIRED PER 4 EMPLOYEES
12 EMPLOYEES/4 = 3 SPACES REQUIRED
TOTAL PAVED SPACES REQUIRED.....24
STANDARD PAVED SPACES PROVIDED.....27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

LAND COVER SUMMARY

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

LEGEND

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



Preliminary Site Plan
Land of Lakes Montessori School



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

FOR FINAL SELECTION
OF DORMER TYPES
(REFER TO CLIENT)

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

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



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

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



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

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



REFER TO STRUCTURAL ENGINEER SPECIFICATIONS REGARDING FINAL LEVELS WITH EXTERNAL GRADES

(PRINTED OUT TO 16 FT = 1 INCH)

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

NEVILLE HOLDEN & ASSOCIATES,
INTERNATIONAL CONSULTING ENGINEERS,
N. HOLDEN, M.Sc. Eng., (Imc), PCE, Eng. (Imc), C.E.I.B.E.
2121, OAK CIRCLE, MOUNT DORA, FLORIDA 32757, U.S.A.
DORA FINES, TEL: 352 978 6662 E-MAIL: NEHA52@AOL.COM
BUILDING ENGINEERING DESIGN MEMORABLES TO THE WORLD. (L.E.S.)

**JOHN
MIL. & MRS. L. & R. QUINTANAN.**
**PROPOSED NEW MONTESSORI SCHOOL,
CLERMONT, FLORIDA.**
(FULL DETAILS TO FOLLOW.)
**PLEASE NOTE THESE PLANS ARE NOT FOR
BUILDING CODE REVIEWS OF ANY KIND. THEY
ARE STAGE ONE OUTLINE DESIGNS ONLY
FOR CLIENTS REVIEWS.**

DRAWN BY: ME
CHECKED BY: NE
DATE: FEB 27TH, 2
SCALE: AS NOTED.
JOB NUMBER:
SHEET:

R.& 4. ELEV.'S



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION



DATE: 2/25/15 FEE: _____

PROJECT NAME (if applicable): Oakly Seaver Private School

APPLICANT: Land of Lakes Montessori School

CONTACT PERSON: Ignacio Quintana

Address: 1136 Callaway Cir

City: Clermont State: FL Zip: 34711

Phone: 352 250 1357 Fax: _____

E-Mail: IQMail@Icloud.com

OWNER: same as contact person

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: Oakly Seaver Blv. and Sandy Grove Ave

General Location: Located close to Hooks St

Legal Description (include copy of survey): Clermont, Hooks St commercial
Pentex Sub Lot 3 -- Less

see attachment

Land Use (City verification required): Commercial

Zoning (City verification required): Commercial

**CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION**

Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

Land of Lakes Montessori School is proposing to acquire Lot 3 in Clermont, Hooks St. Commercial Center Subdivision to build a 7,000 sq ft private school. The 1.8 acre lot will house our growing Montessori School, allowing us to be in a more visible and convenient location central to our students in Clermont.

In addition the site is large enough to provide the students with large green areas for recreation.

Ignacio Quintana
Applicant Name (print)

x Ignacio Quintana
Applicant Name (signature)

Ignacio Quintana
Owner Name (print)

x Ignacio Quintana
Owner Name (signature)

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Planning & Zoning Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542

Additional Page

Proposition Detailed Description for CUP application

Land of Lakes Montessori School is proposing to acquire Lot 3 in Clermont, Hooks St. Commercial Center Subdivision to build a 7000 sq. ft. private school with approximately 5,000 sq. ft. of classroom space to enroll 120 students, ages 3 to 10 (Pre K, Kindergarten and elementary 1st through 5th grades). We will have 12 employee teachers and 3 staff members.

We currently time our student arrivals and dismissals within 15 minutes, using a one way car lane during our school hours, 8 am to 3:00 pm and plan on doing the same in this new site.

15% of our students are part time. They arrive to school at 8:30 am and depart at Noon.

85% of our students are Full Time and arrive at 8:15 am. 15 minutes earlier. Approximately half of our full time students use the one way Pickup / Drop Off car lane. One way car lane departures are at 2:45 pm. 15 minutes later.

The remainder of our full time students do arrivals at 8:30 am 15 minutes later and dismissals 15 minutes earlier at 3:30 pm. Staggering our arrivals and dismissals and using the one way car lane give the school good traffic flow.

The 1.8 acre lot will house our growing Montessori School, allowing us to be in a more visible and convenient location central to our students in Clermont. In addition the site is large enough to provide the students with green areas for recreation.

Addendum to Contract
FLORIDA ASSOCIATION OF REALTORS®

Addendum No. Exhibit A to the Contract dated _____ between

DEWITT ENTERPRISES INC

(Seller)

and WEGNER INC

(Buyer)

concerning the property described as:

PARCEL 29-22-26-050000000300

CLERMONT

FL

34711

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

Exhibit A

Legal Description:

CLERMONT, HOOKS STREET COMMERCIAL CENTER SUB LOT 3--LESS BEG
AT SW COR OF LOT 3, RUN N 0-22-51 E ALONG W LINE OF LOT 3 A
DIST OF 198.04 FT, S 88-26-43 E 220.97 FT TO W R/W LINE OF
OAKLEY SEAVER BLVD, S 0-16-18 W ALONG SAID W R/W LINE A DIST
OF 172.48 FT TO THE BEG OF A CURVE CONCAVE TO THE NW, HAVING
A RADIUS OF 25 FT, A CHORD BEARING OF S 45-54-48 W & A CHORD
DIST OF 35.75 FT, THENCE RUN SW'LY ALONG SAID R/W LINE &
N'LY R/W LINE OF HOOKS ST ALONG THE ARC OF SAID CURVE FOR A
DIST OF 39.83 FT THRU A CENTRAL ANGLE OF 91-16-59 TO THE END
OF SAID CURVE, THENCE RUN N 88-26-43 W ALONG SAID N'LY R/W
LINE OF HOOKS ST FOR A DIST OF 195.78 FT TO POB--PB 61 PG
70-71

Date: _____

Buyer: _____
WEGNER INC, IGNACIO QUINTANA, VP

Date: _____

Buyer: _____

Date: _____

Seller: _____
DEWITT ENTERPRISES INC

Date: _____

Seller: _____

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The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of blank forms by any means including facsimile or computerized forms.

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a school facility in the C-2 General Commercial zoning district, at the following location:

LOCATION

Southwest corner of Sandy Grove Avenue
and Oakley Seaver Drive
AK 3863791

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

This request will be considered by the Planning & Zoning Commission on Tuesday, April 7, 2015 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, April 28, 2015 at 6:00pm.

All meetings will be held in City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 31, 2015 and April 21, 2015

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
April 7, 2015**

Page 8

Christy Clark, 12150 Lakeshore Dr., stated that she represents the sellers of this property. She stated that she hopes to see this conditional use permit pass and a new business open in Clermont.

Commissioner Proli made a motion to recommend approval of the conditional use permit; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval.

4. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a school facility in the C-2 General Commercial zoning district.

APPLICANT: Land of Lakes Montessori School

Planning Manager Curt Henschel presented the staff report as follows:

The applicant is requesting to allow a private school facility within the C-2 General Commercial zoning district. School facilities are designated as requiring a conditional use permit within the C-2 zoning district.

The applicant is proposing a 7,200-square-foot building with two playgrounds for a Montessori School to be located at the corner of Oakley Seaver Drive and Sandy Grove Avenue.

The proposed school will provide space for 120 students, ages 3-10 (pre-K through 5th grade), 12 teachers and three staff members. School hours are Monday through Friday, starting at 8 a.m. and ending at approximately 4 p.m.

The school has proposed a long internal driveway to stack students' arrivals and departures, and it has also developed a staggered starting time for students (based on age) to prevent traffic issues.

Ignacio Quintana, 1136 Callaway Circle, stated that he was present to answer any questions.

Commissioner Solis moved to recommend approval of the conditional use permit; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval.

5. REQUEST FOR LARGE-SCALE COMP PLAN AMENDMENT

REQUEST: To change future land use from Lake County Regional Commercial to City of Clermont Commercial

APPLICANT: Staff (Don Mealey)

Senior Planner John Kruse presented the staff report as follows:

This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on May 27, 2003.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-41; <i>Introduction</i> BP		
Requested Action		
Move to introduce Ordinance 2015-41.		
Staff Report		
This administrative request is being heard concurrently with requests for a small-scale comprehensive plan amendment 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. The property, approximately 1.43 acres, has been developed as a gas station, BP/Circle K. 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. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	BP ANN ORD 2015-41.doc	
2. Maps	BP 455 Maps.pdf	
3. Utility Agreement	2005-02 BP Utility Agreement.pdf	
4. Legal ad	BP ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-41

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property, dated March 21, 2005; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property, to-wit:

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

CITY OF CLERMONT
ORDINANCE No. 2015-41

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

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 5.

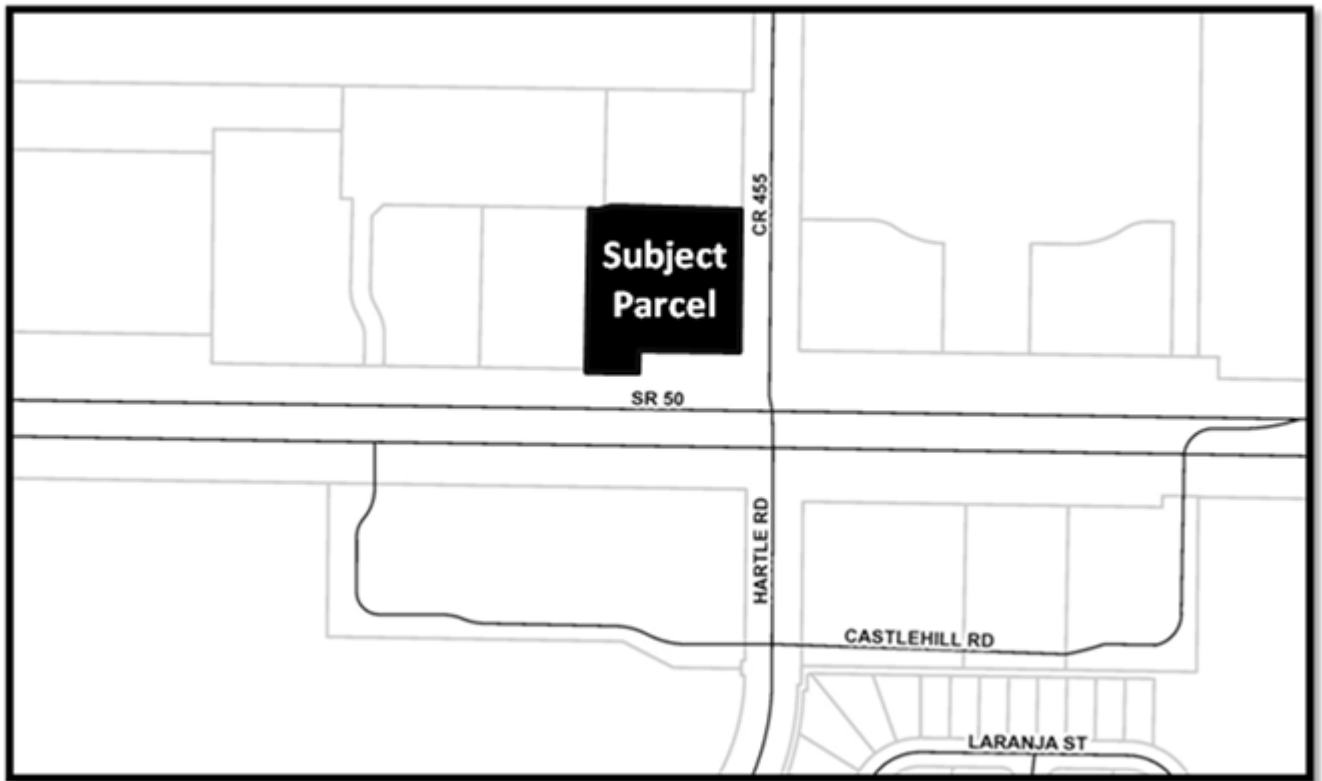
This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2015-41

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-41

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, 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

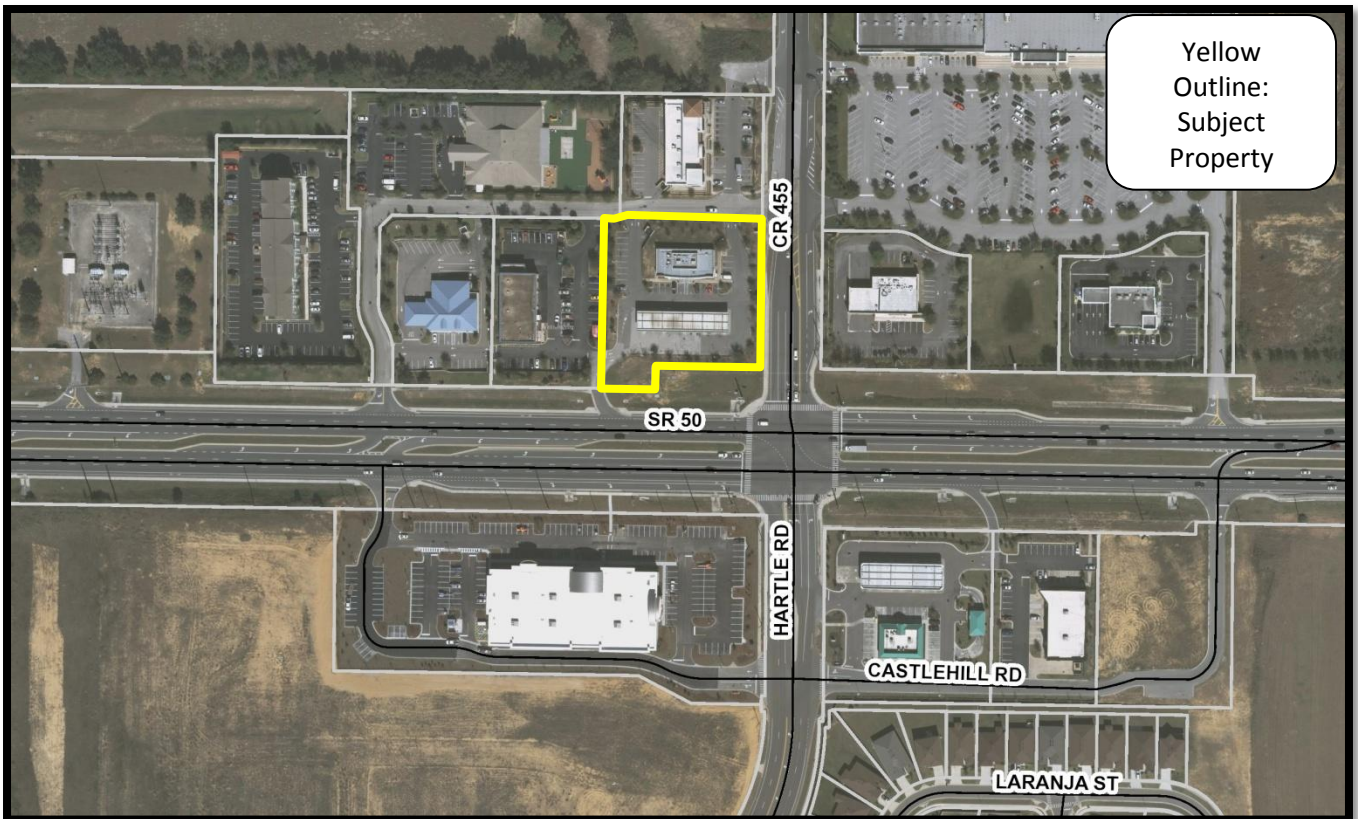
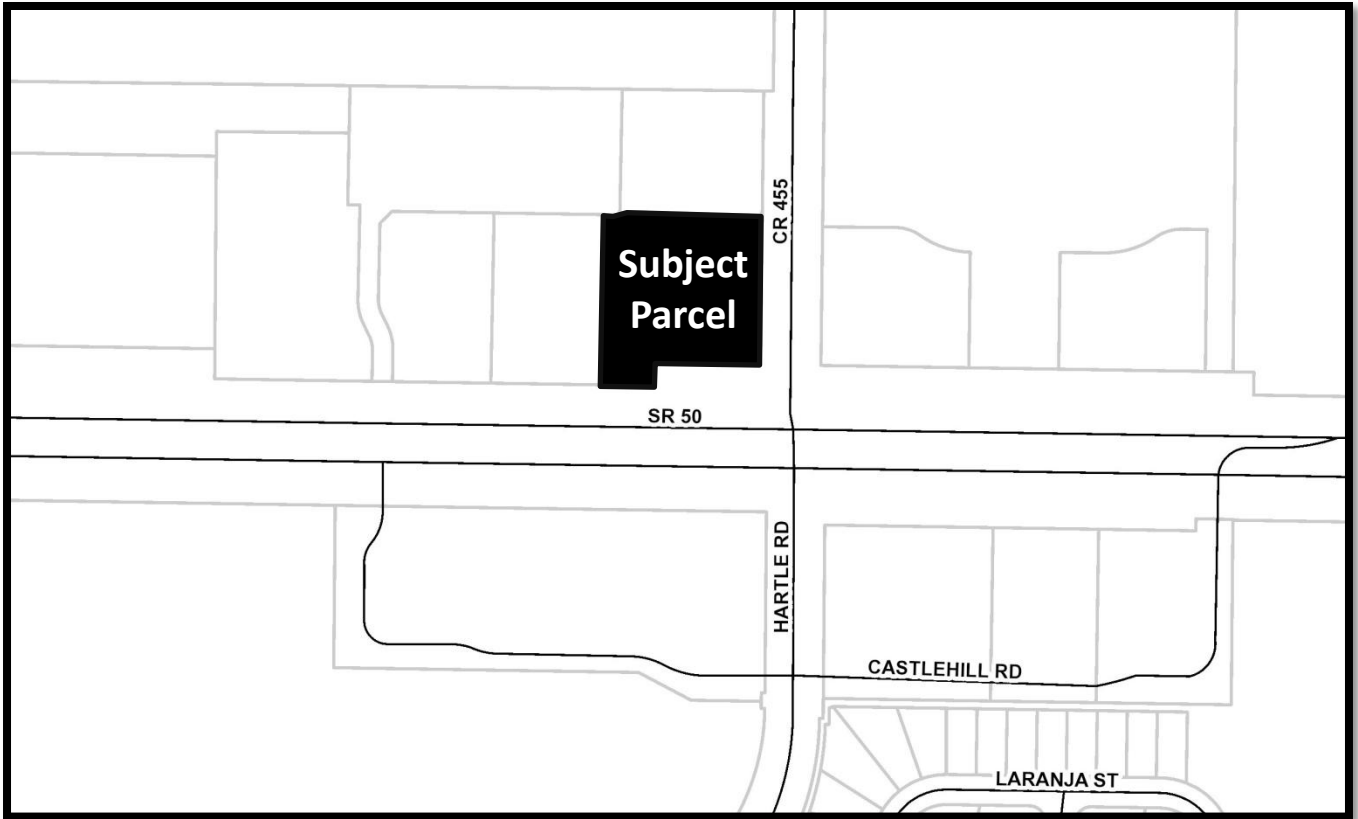


Exhibit – Future Land Use
BP – CR 455

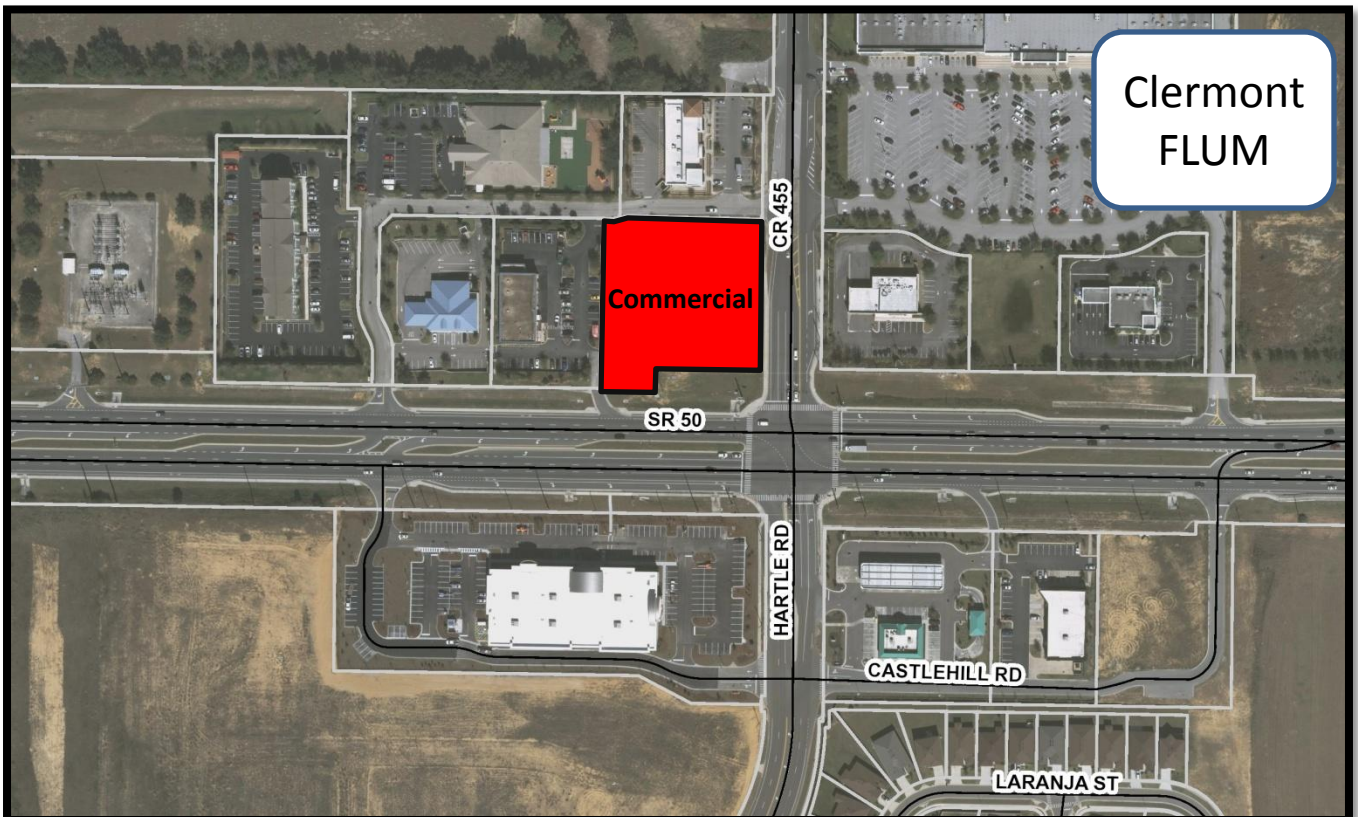
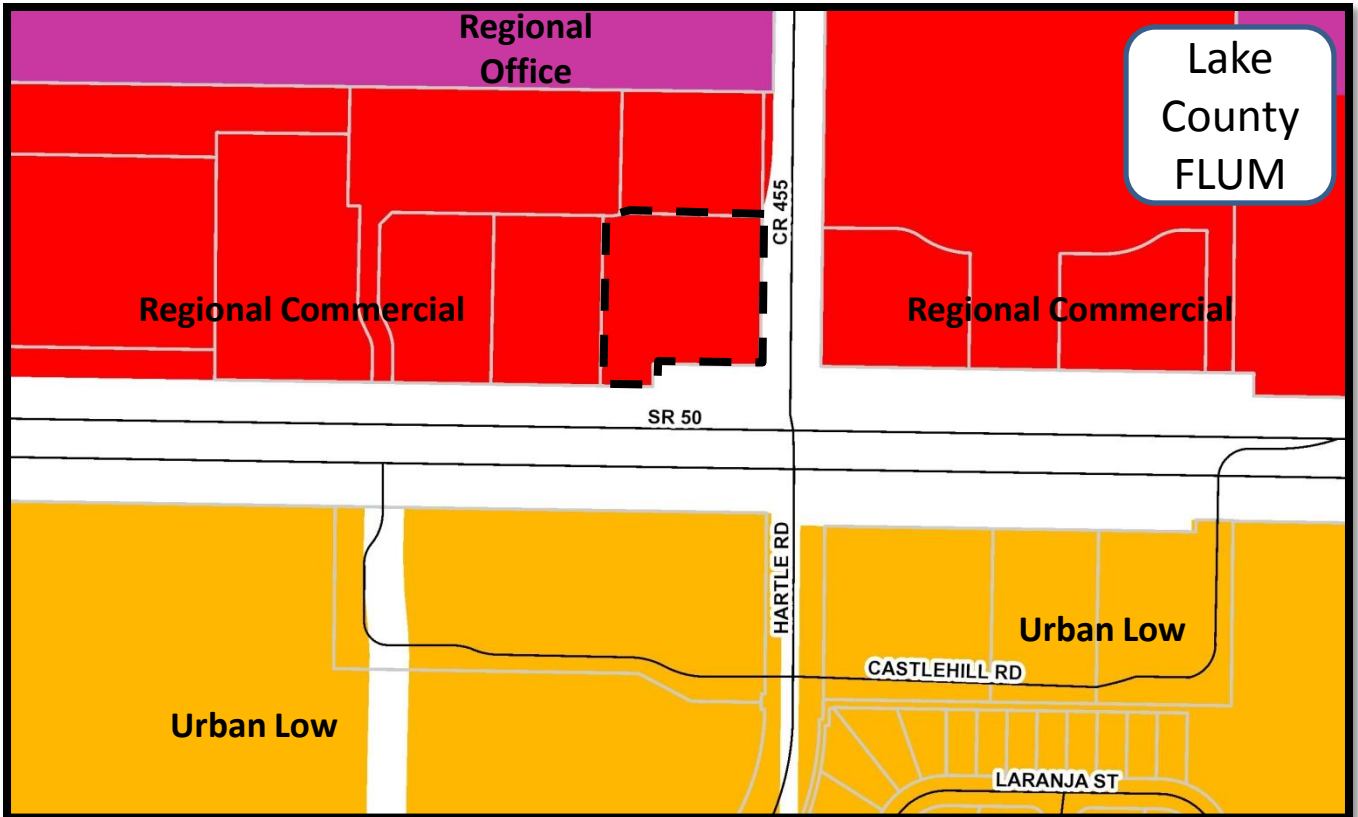
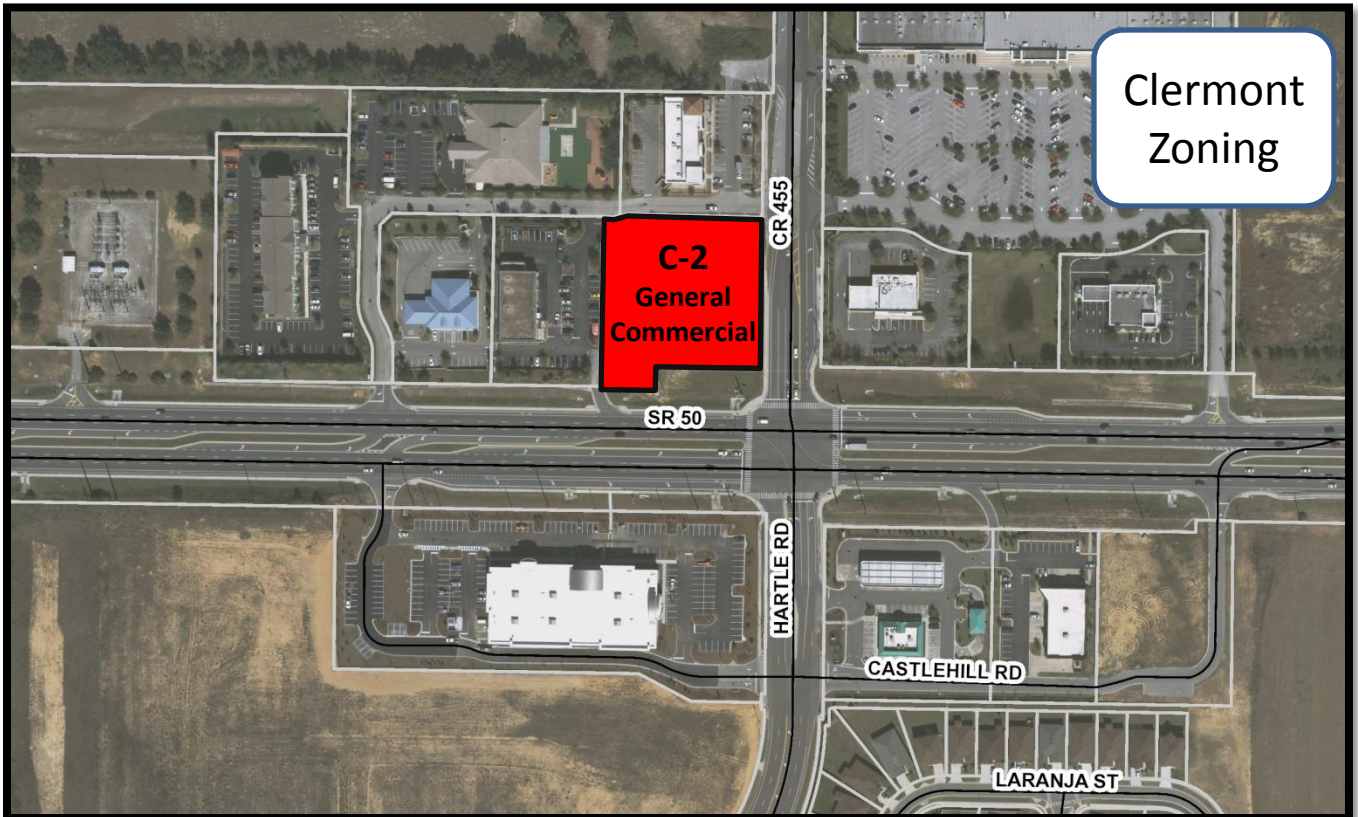
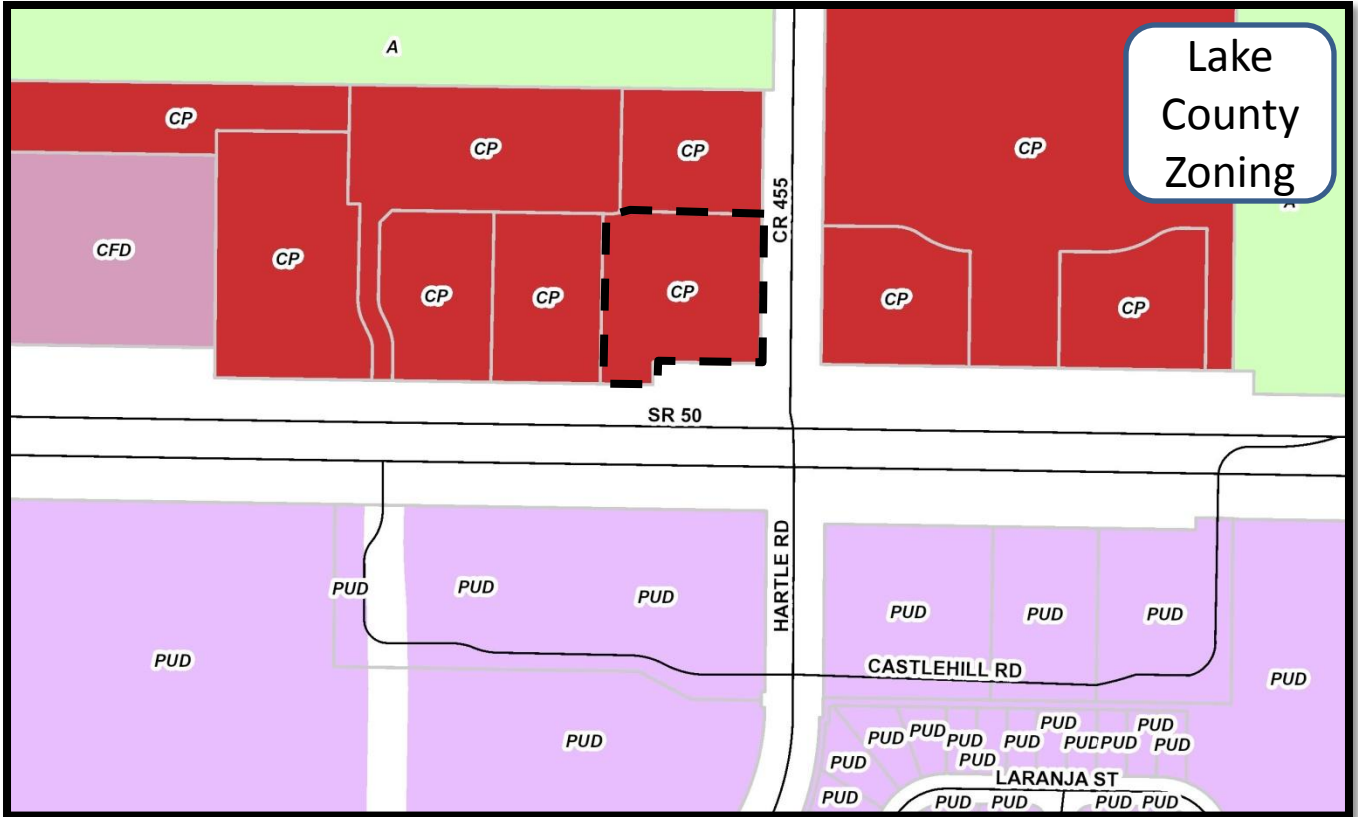


Exhibit – Zoning
BP – CR 455



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.

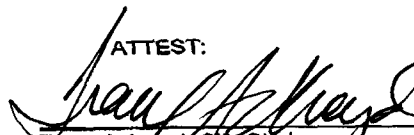
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

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.

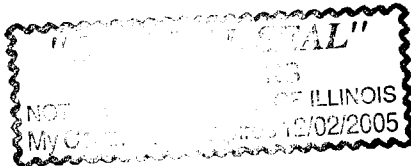
Name: W.B. Gaudreau, III

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

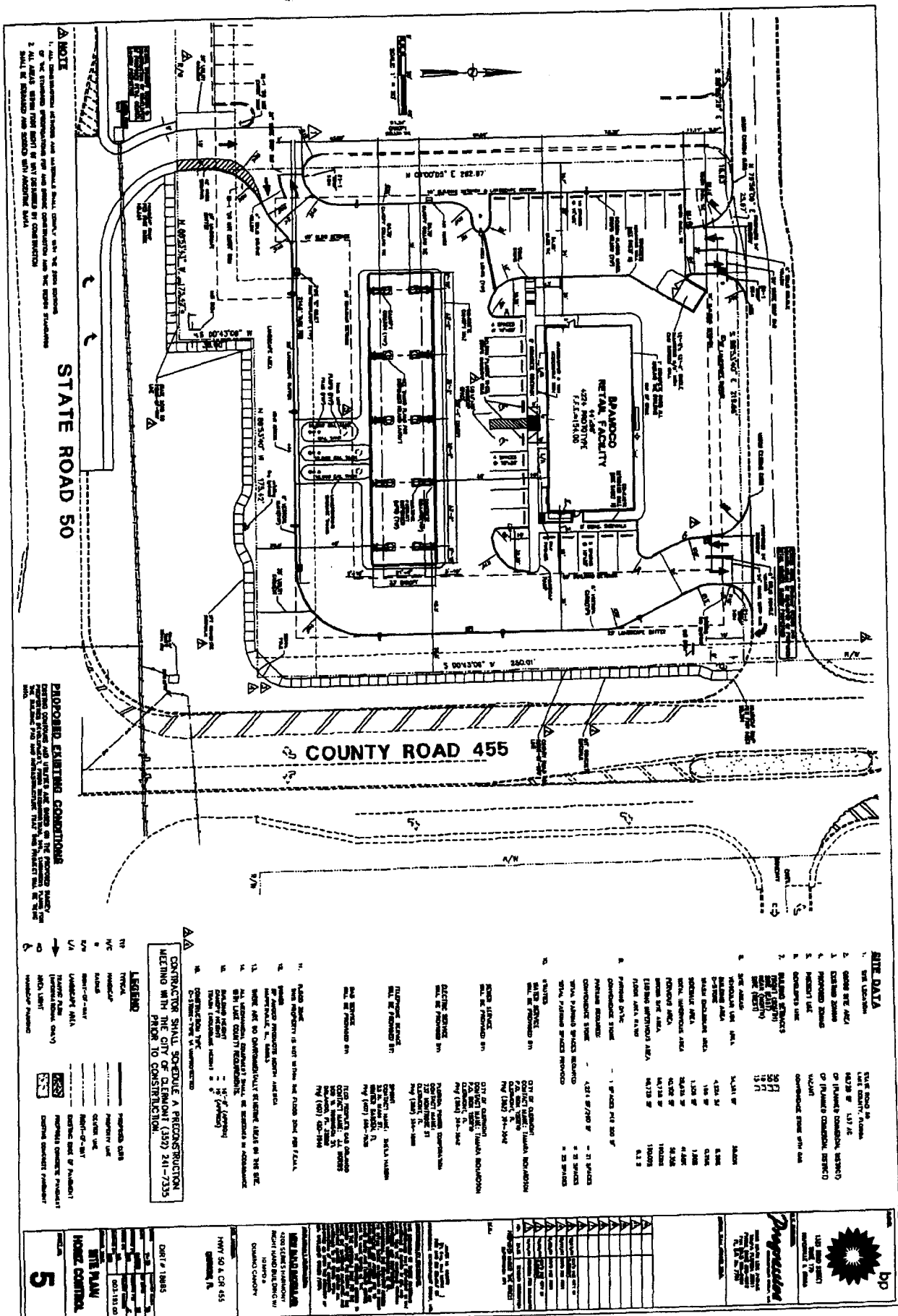
LEGAL DESCRIPTION

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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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

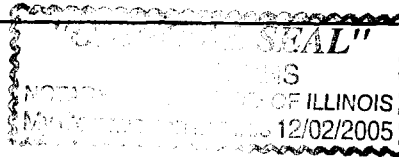
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is equivalent to the quality
of the original document.

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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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

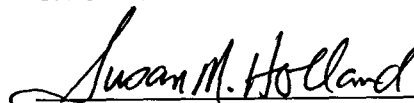
2005 Proposed Parcel Number: 0922261100-012-00000

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

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday May 12, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-41

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, 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

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, 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 will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
April 21, 2015 and April 28, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-42; <i>Introduction</i> BP		
Requested Action		
Move to introduce 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.

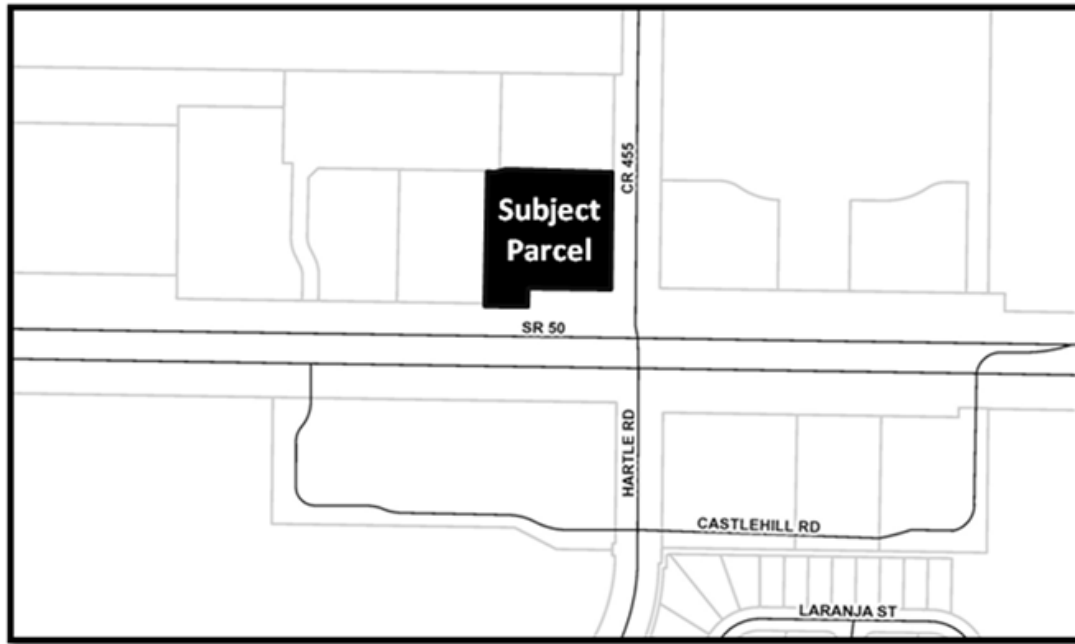
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

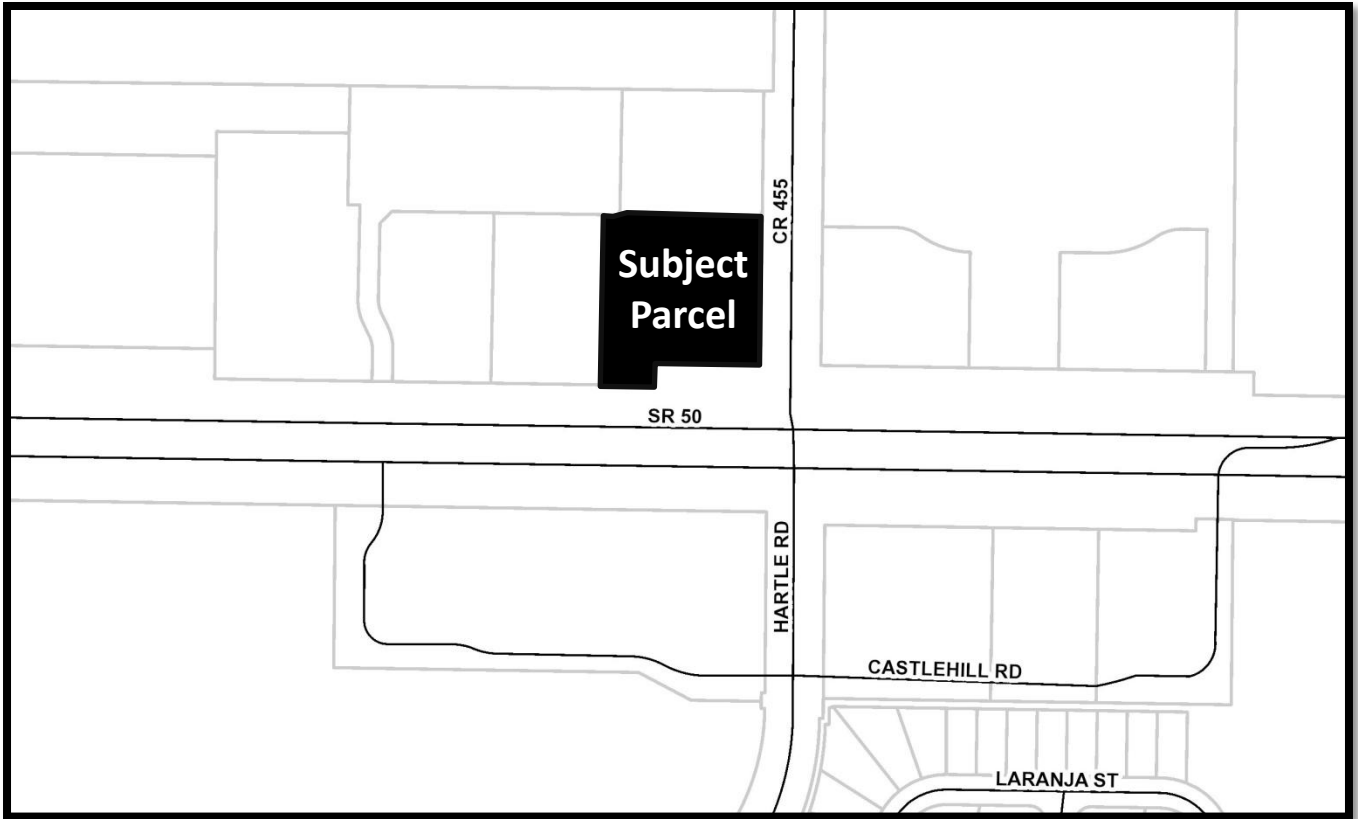


Exhibit – Future Land Use
BP – CR 455

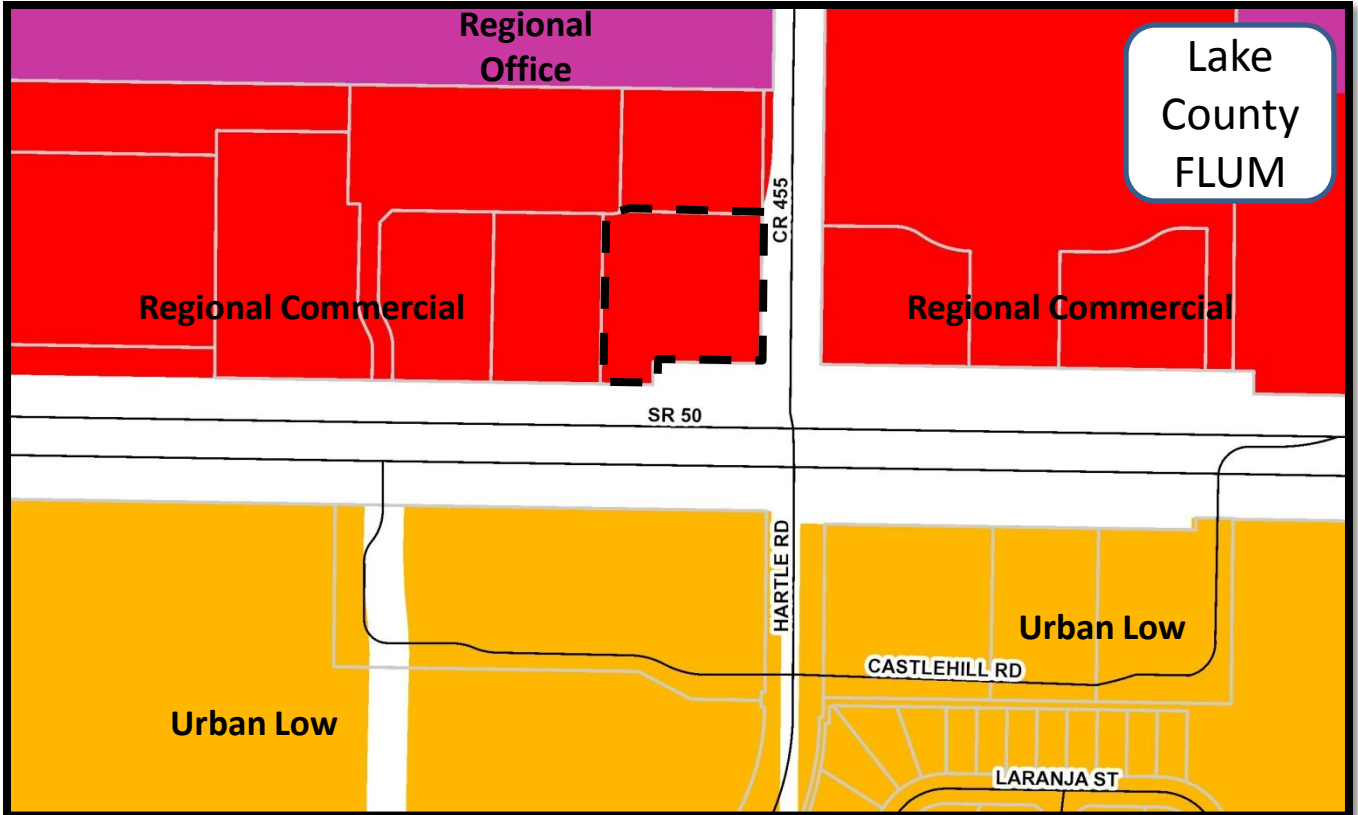
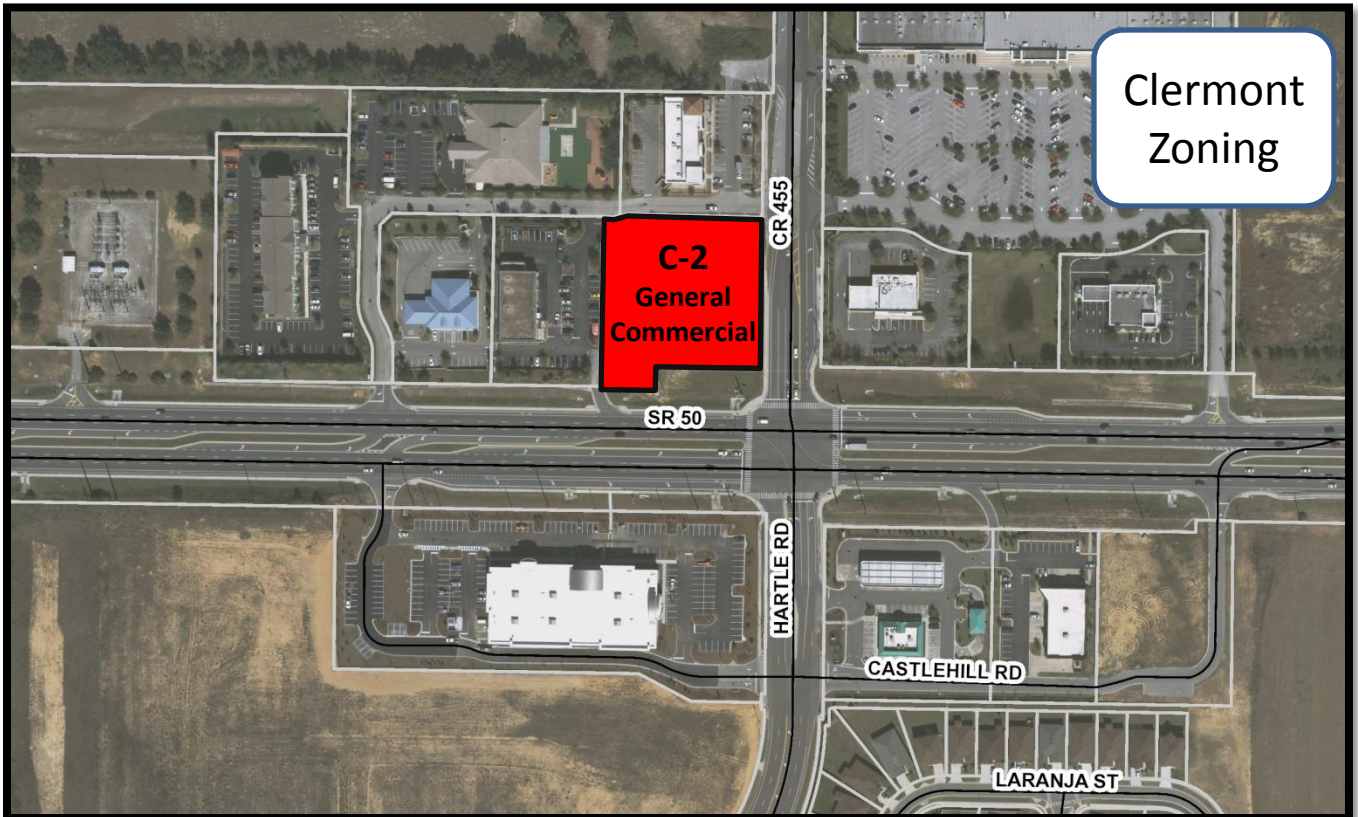
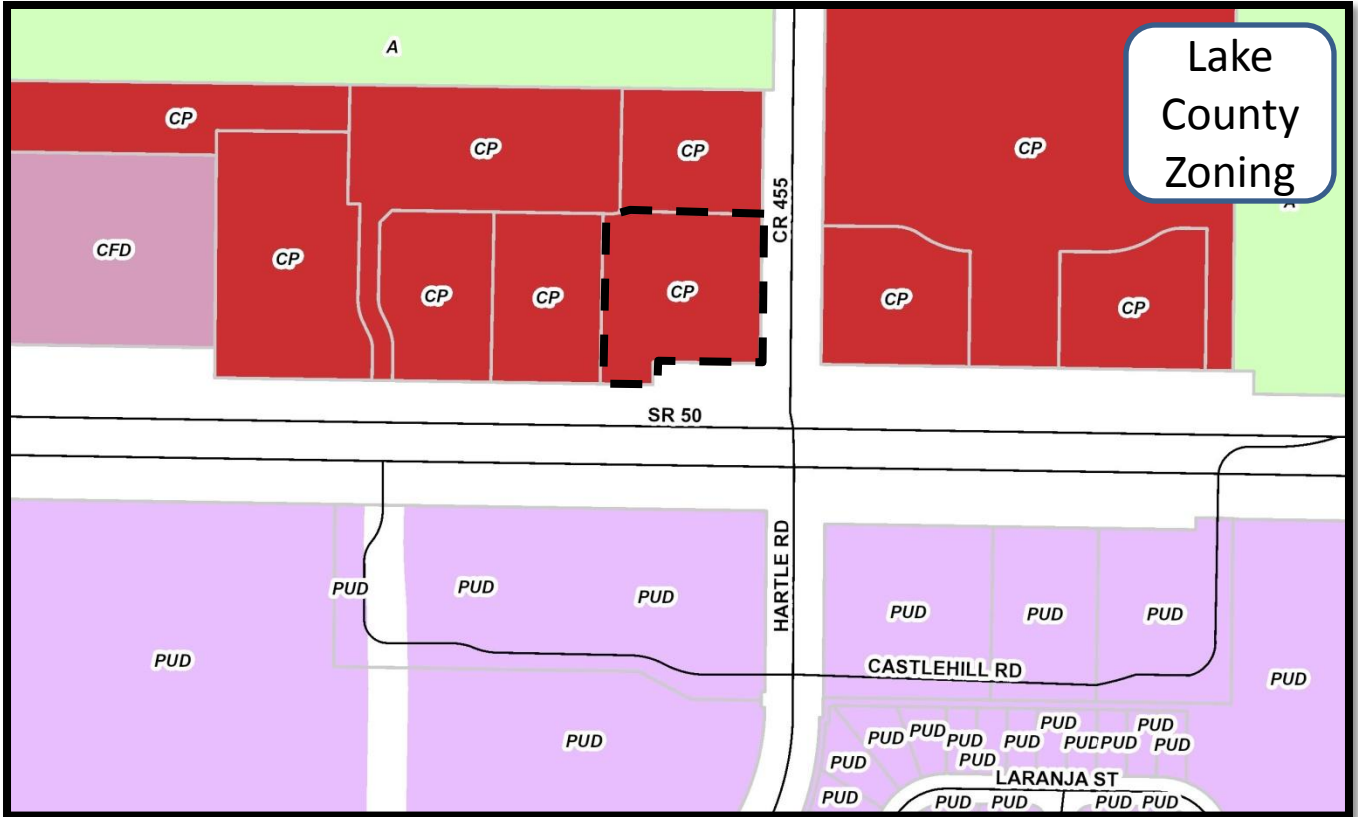


Exhibit – Zoning
BP – CR 455



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.

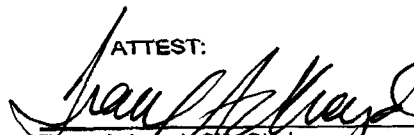
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

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.

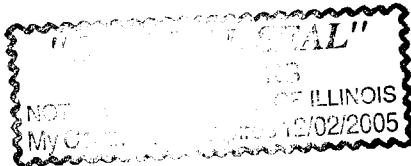
Name: W.B. Gaudreau, Jr.

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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of the original document.

Exhibit B

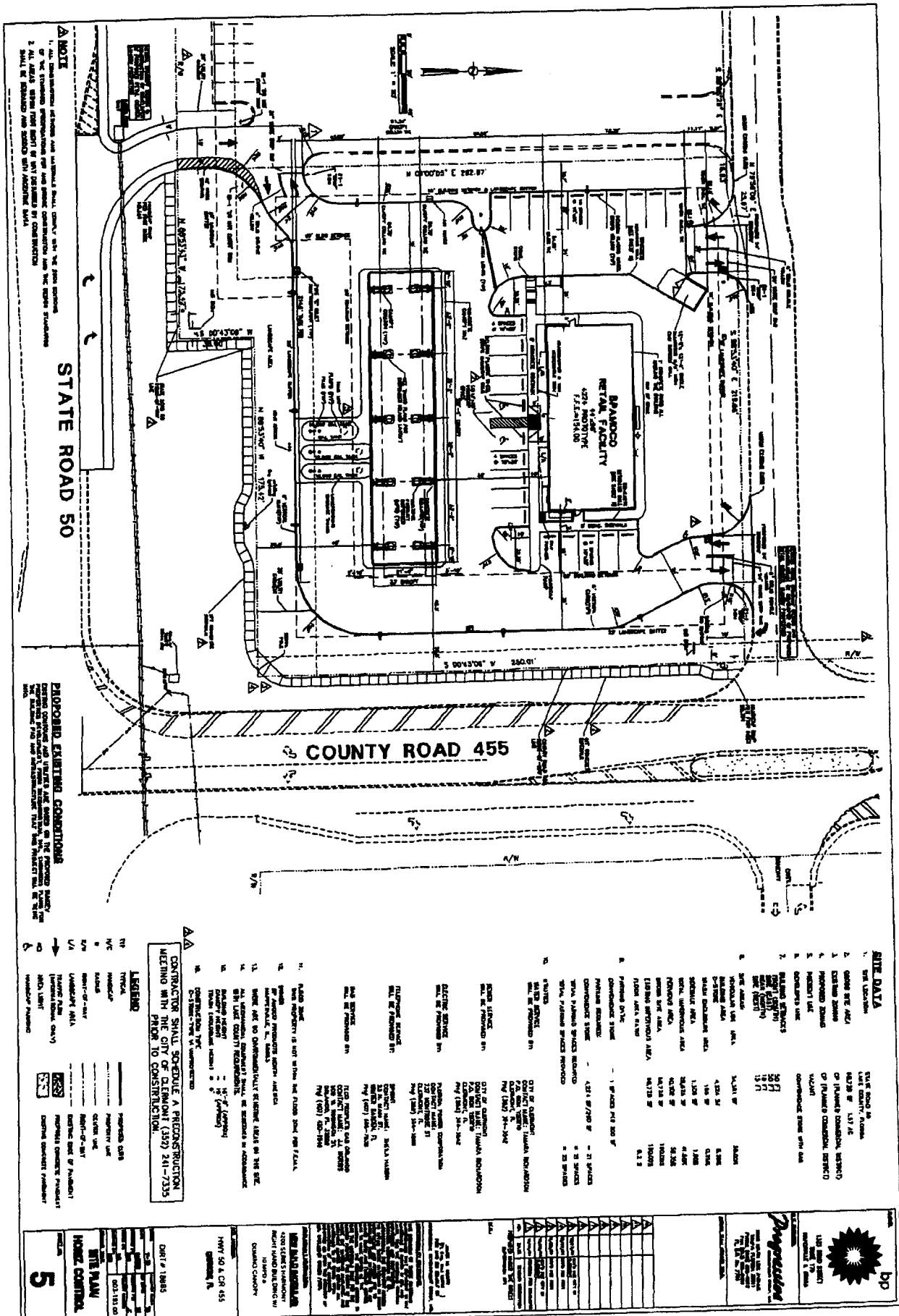


Exhibit C

**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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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

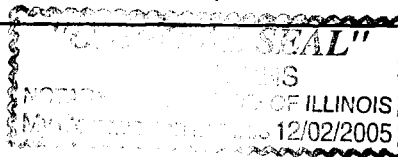
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of the original document.

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

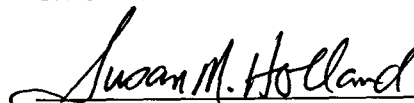
2005 Proposed Parcel Number: 0922261100-012-00000

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

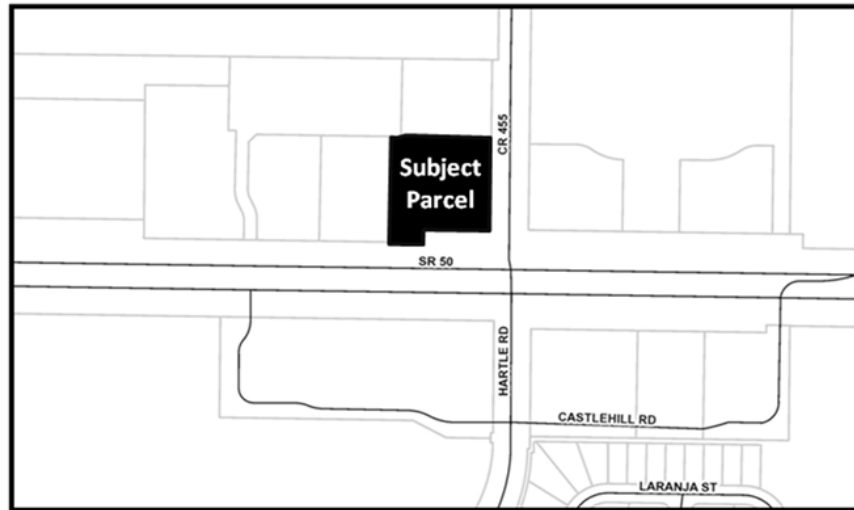
CITY OF CLERMONT

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		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-43; <i>Introduction</i> BP		
Requested Action		
Move to introduce 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.

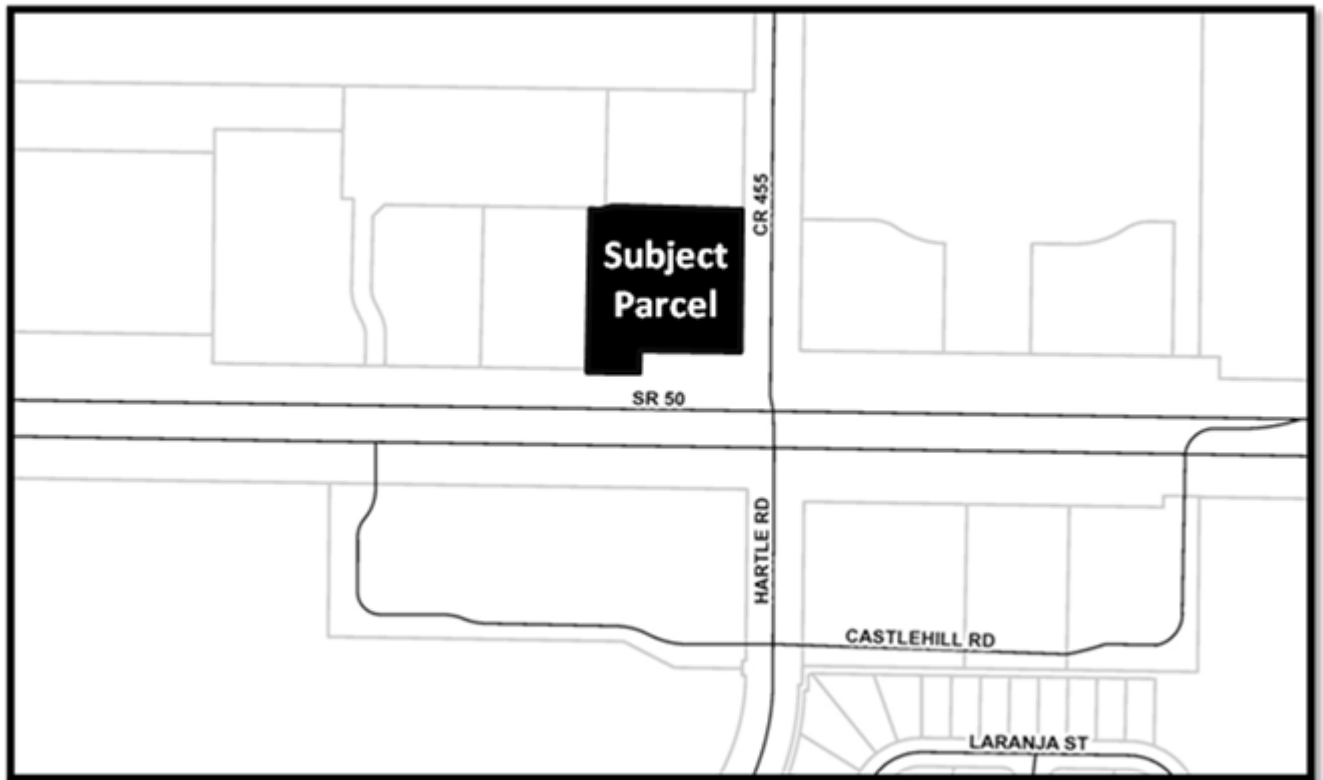
SECTION 3:

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

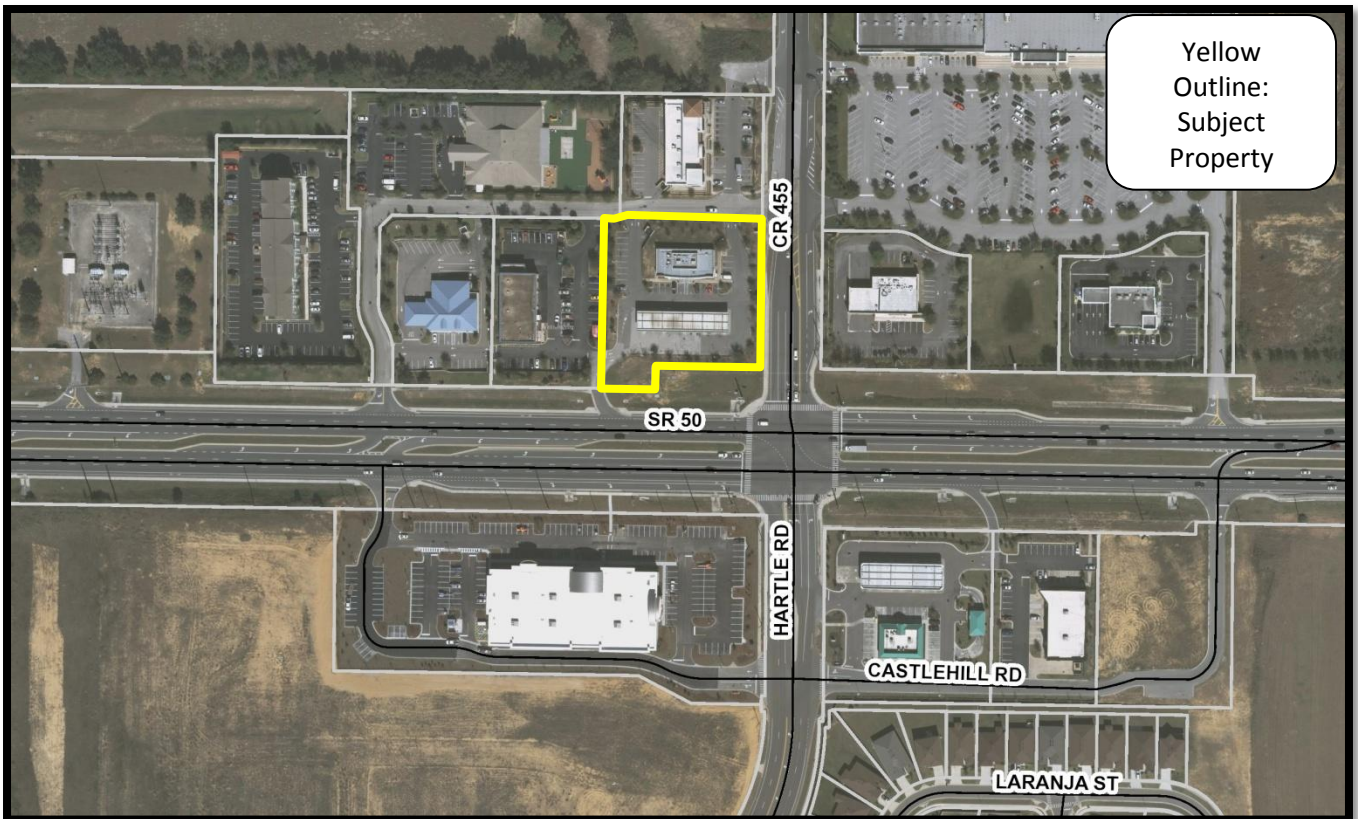
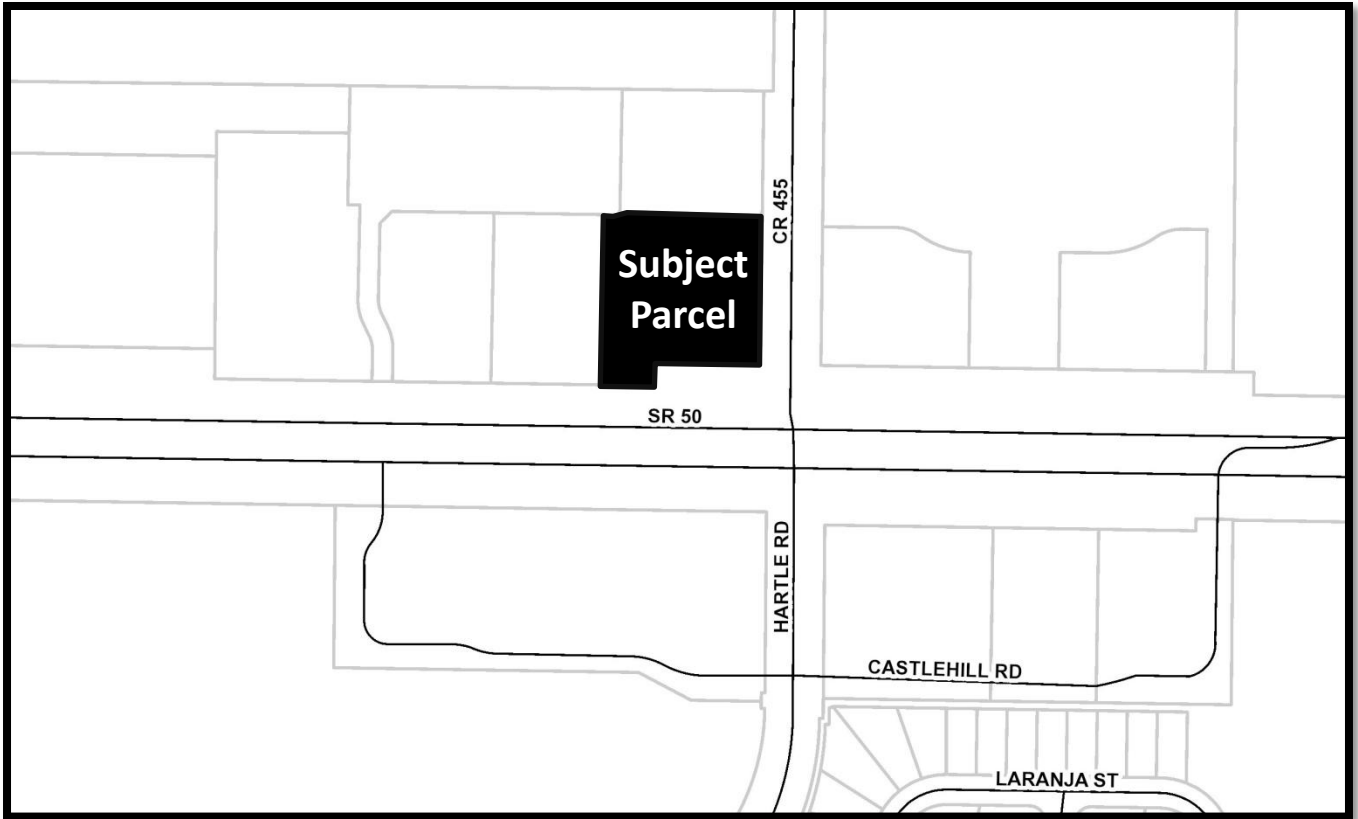


Exhibit – Future Land Use
BP – CR 455

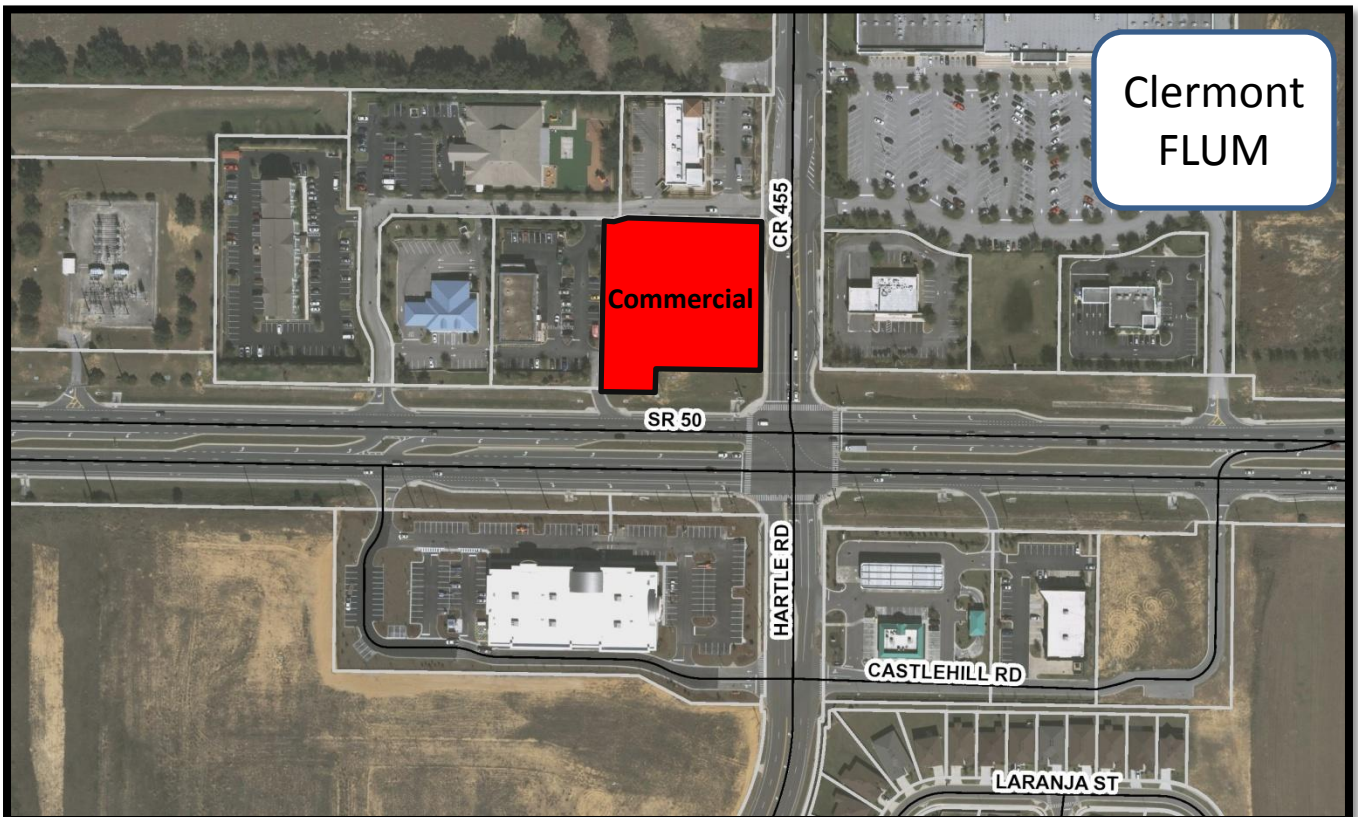
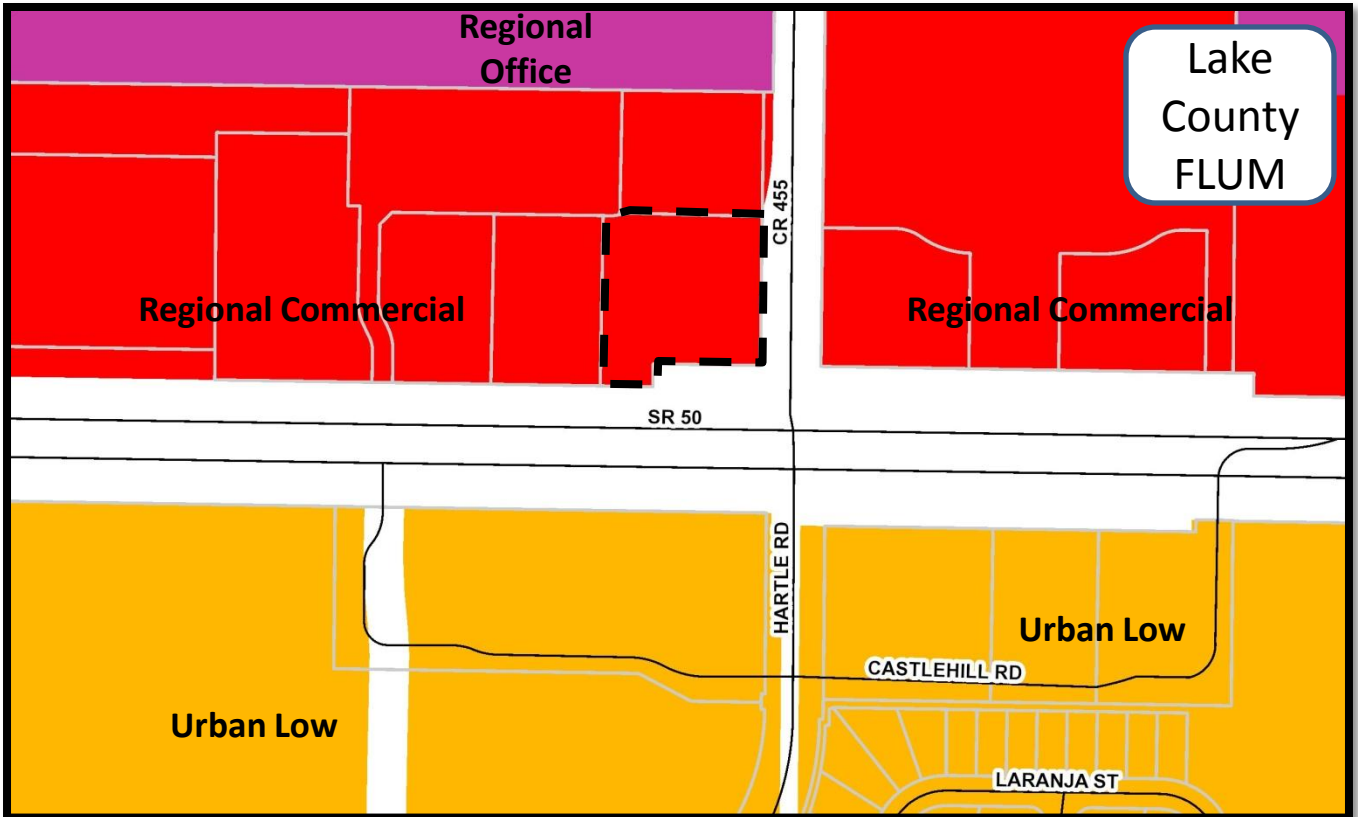
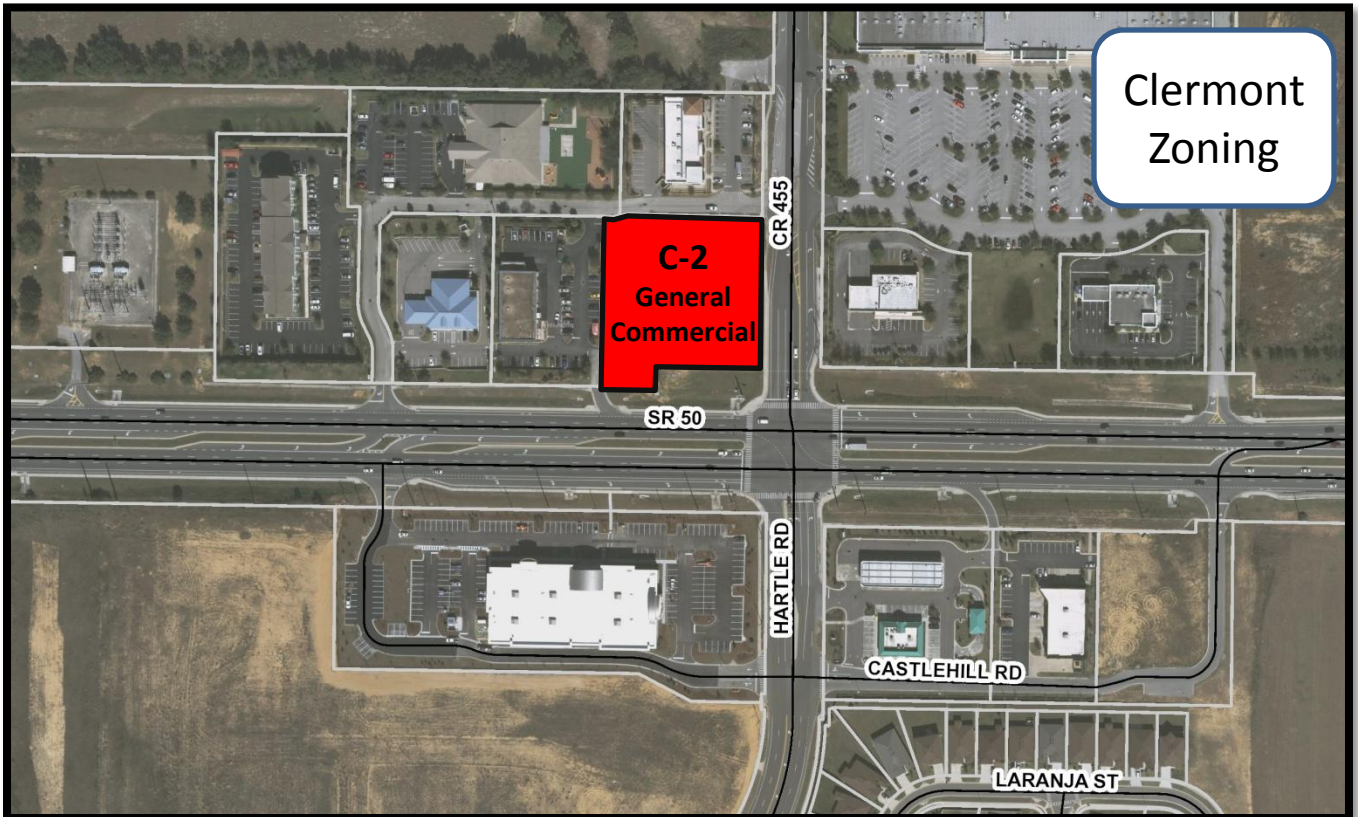
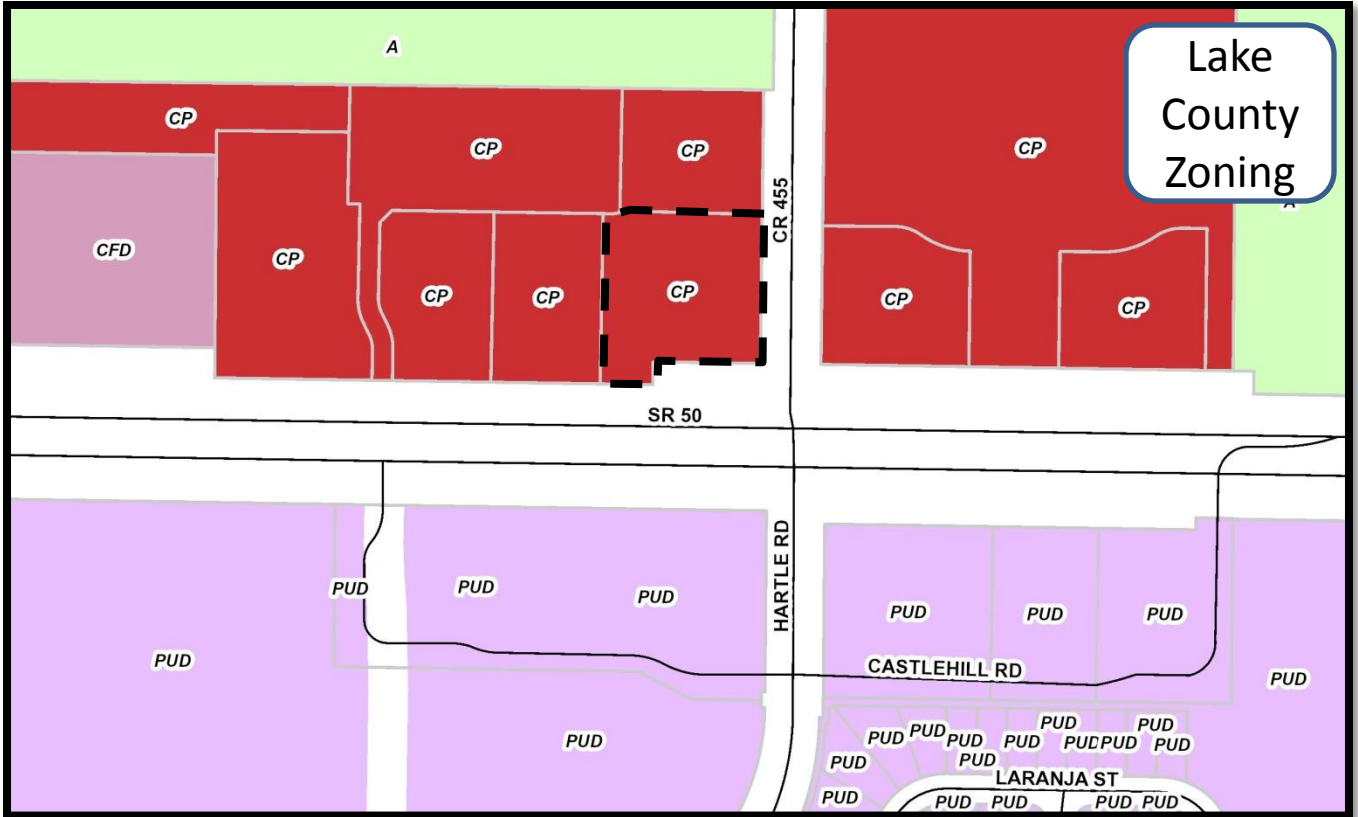


Exhibit – Zoning
BP – CR 455



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.

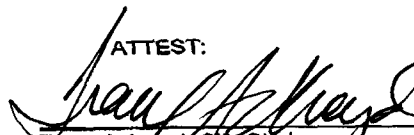
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

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.

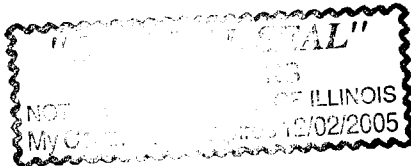
Name: W.B. Gaudreau, Jr.

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

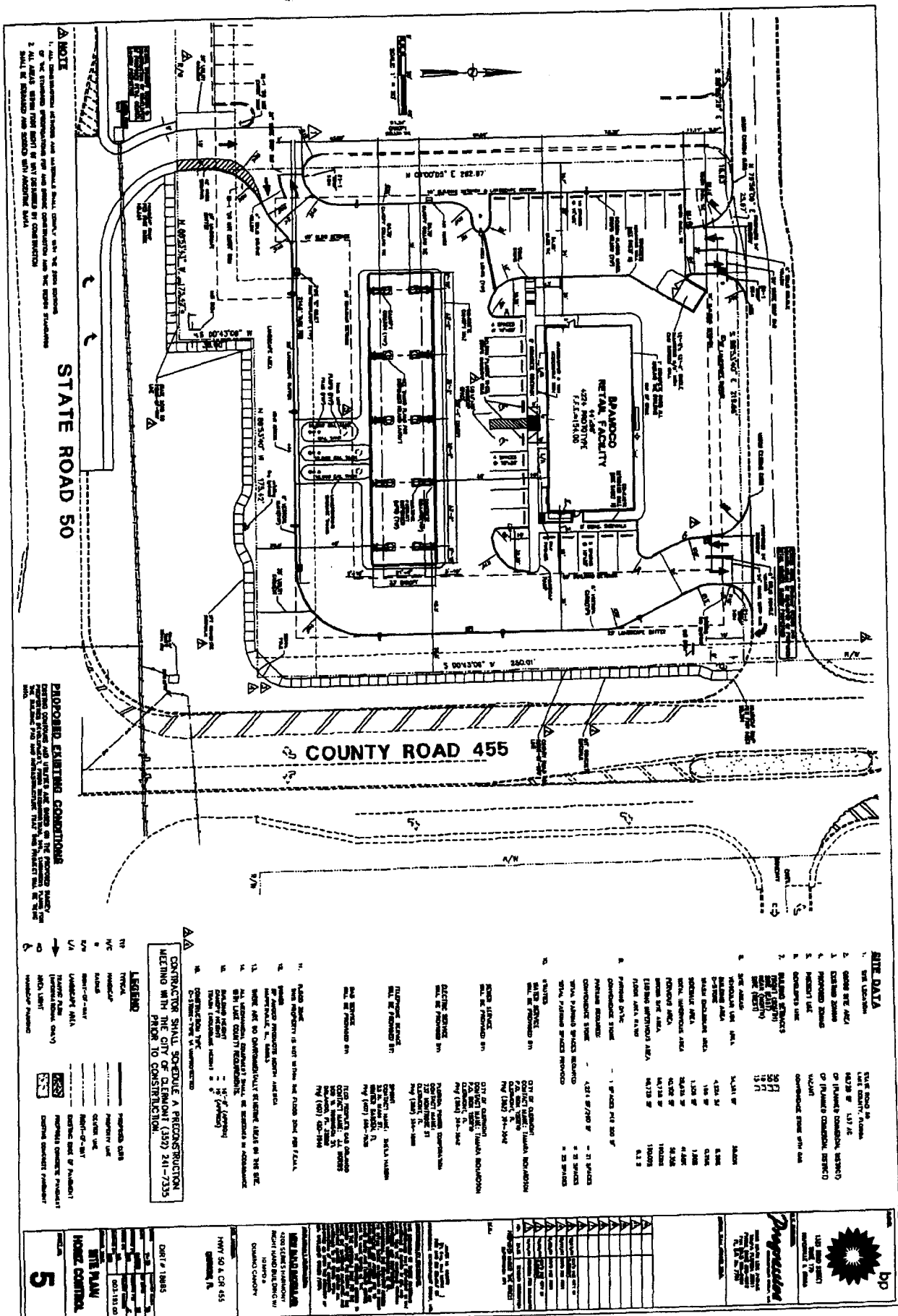
LEGAL DESCRIPTION

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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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

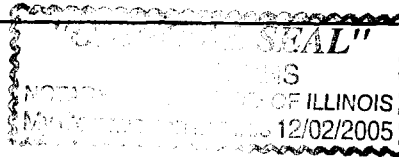
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of the original document.

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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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		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-44; <i>Introduction</i> Discount Tire		
Requested Action		
Move to introduce Ordinance 2015-44.		
Staff Report		
This administrative request is being heard concurrently with requests for a small-scale comprehensive plan amendment 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. The property, approximately 1.2 acres, has been developed as an automotive service shop, Discount Tire. 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. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	Discount Tire ANN ORD 2015-44.doc	
2. Maps	Discount Tire Maps.pdf	
3. Utility Agreement	2005-08 Discount Tire Utility Agreement.pdf	
4. Legal ad	Discount Tire ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-44

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property, dated April 15, 2005; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property, to-wit:

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 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

CITY OF CLERMONT
ORDINANCE No. 2015-44

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

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 5.

This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2015-44

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-44

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, 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

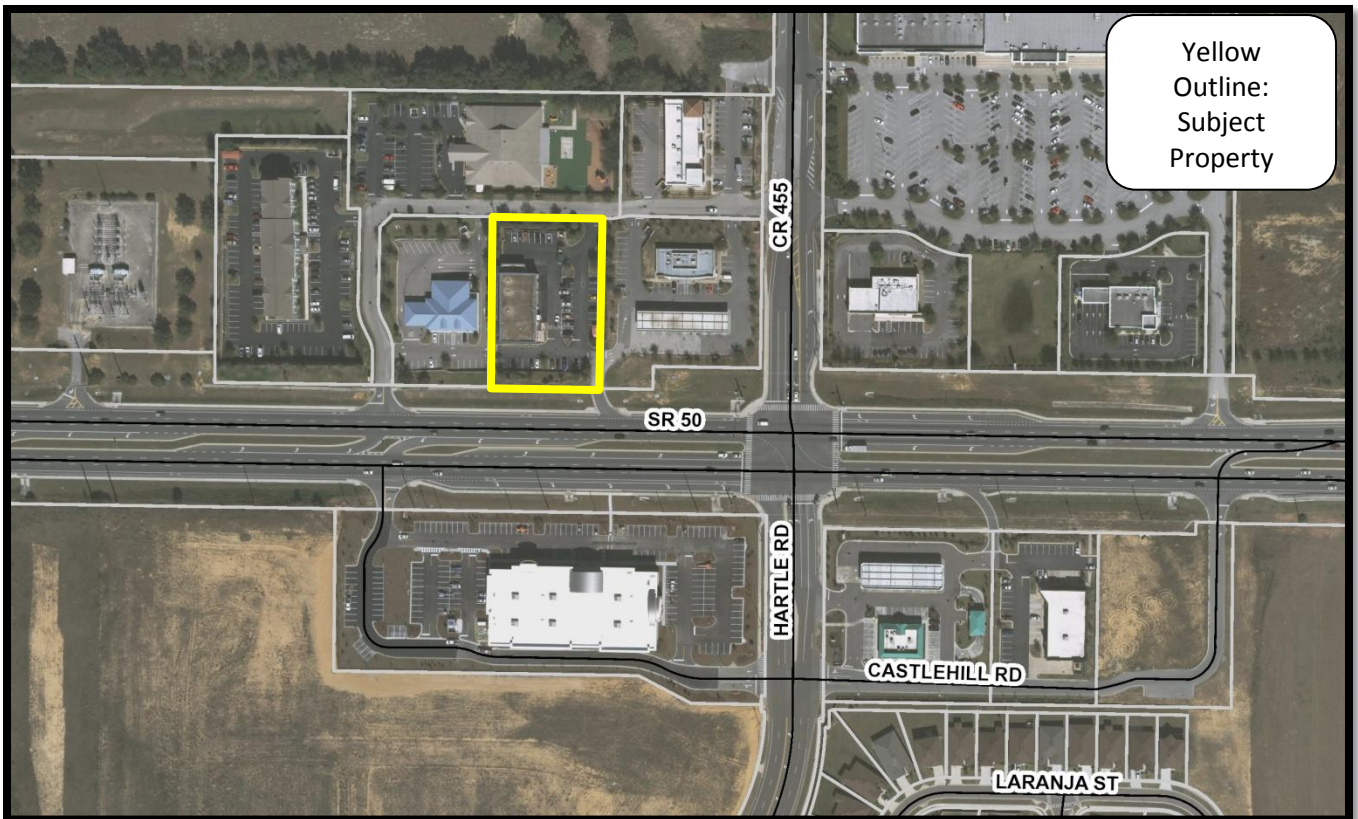


Exhibit – Future Land Use
Discount Tire

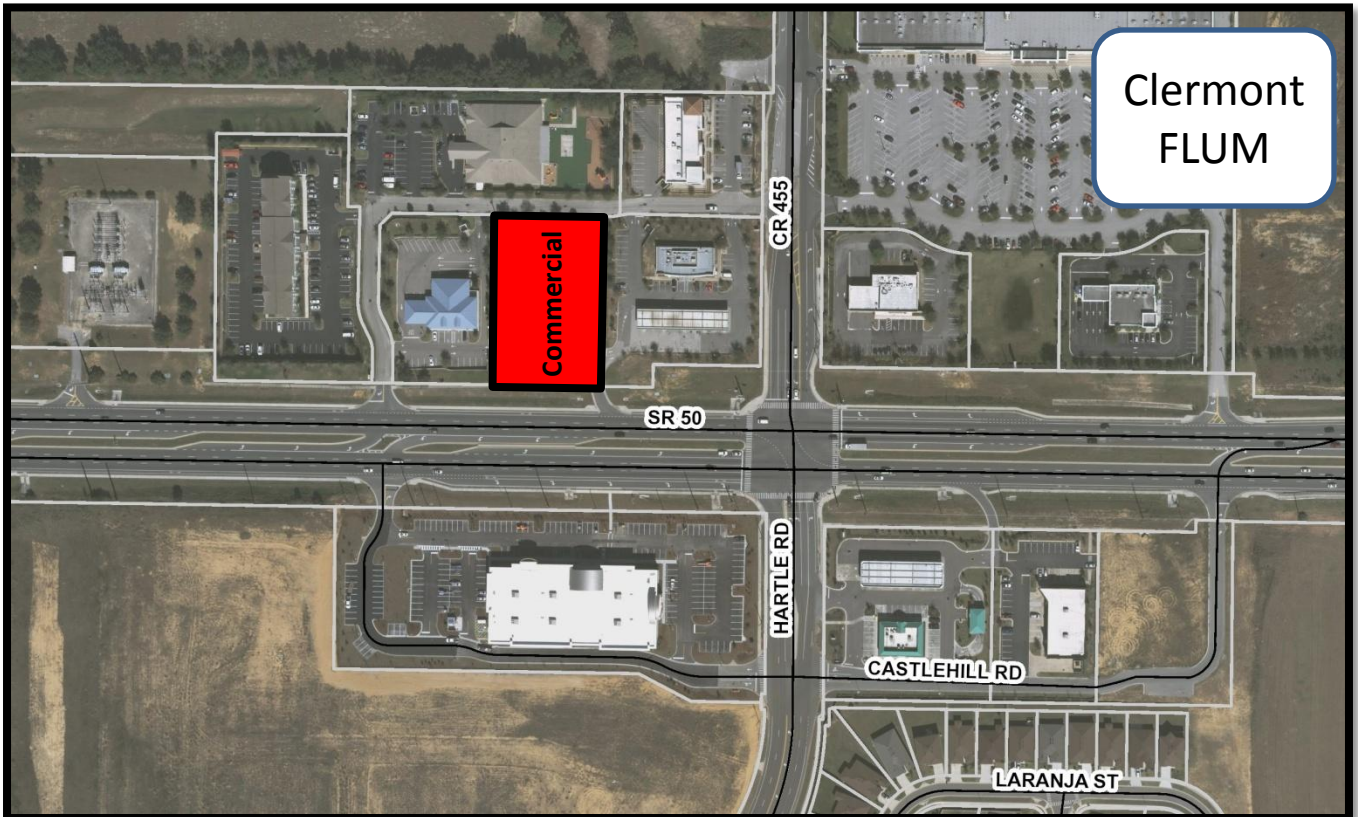
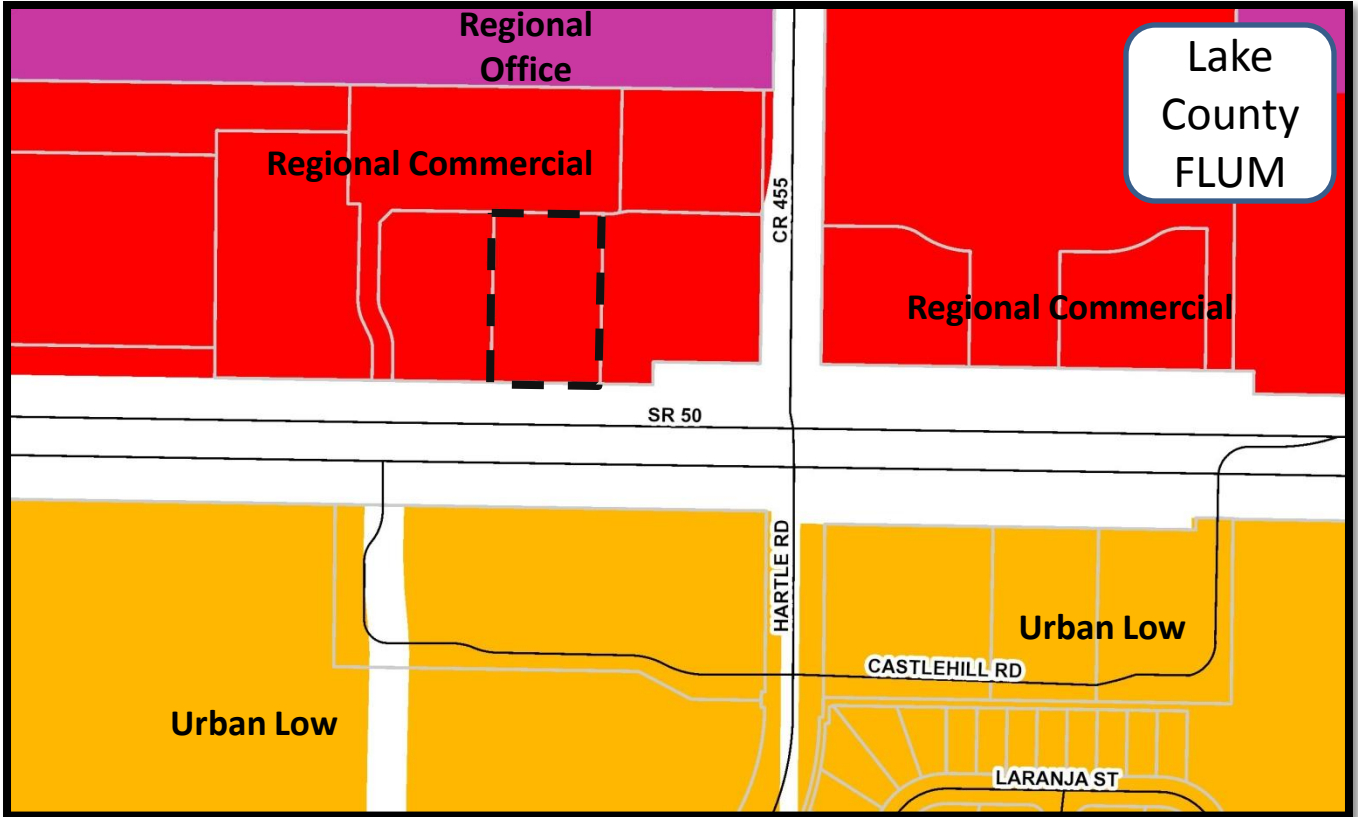
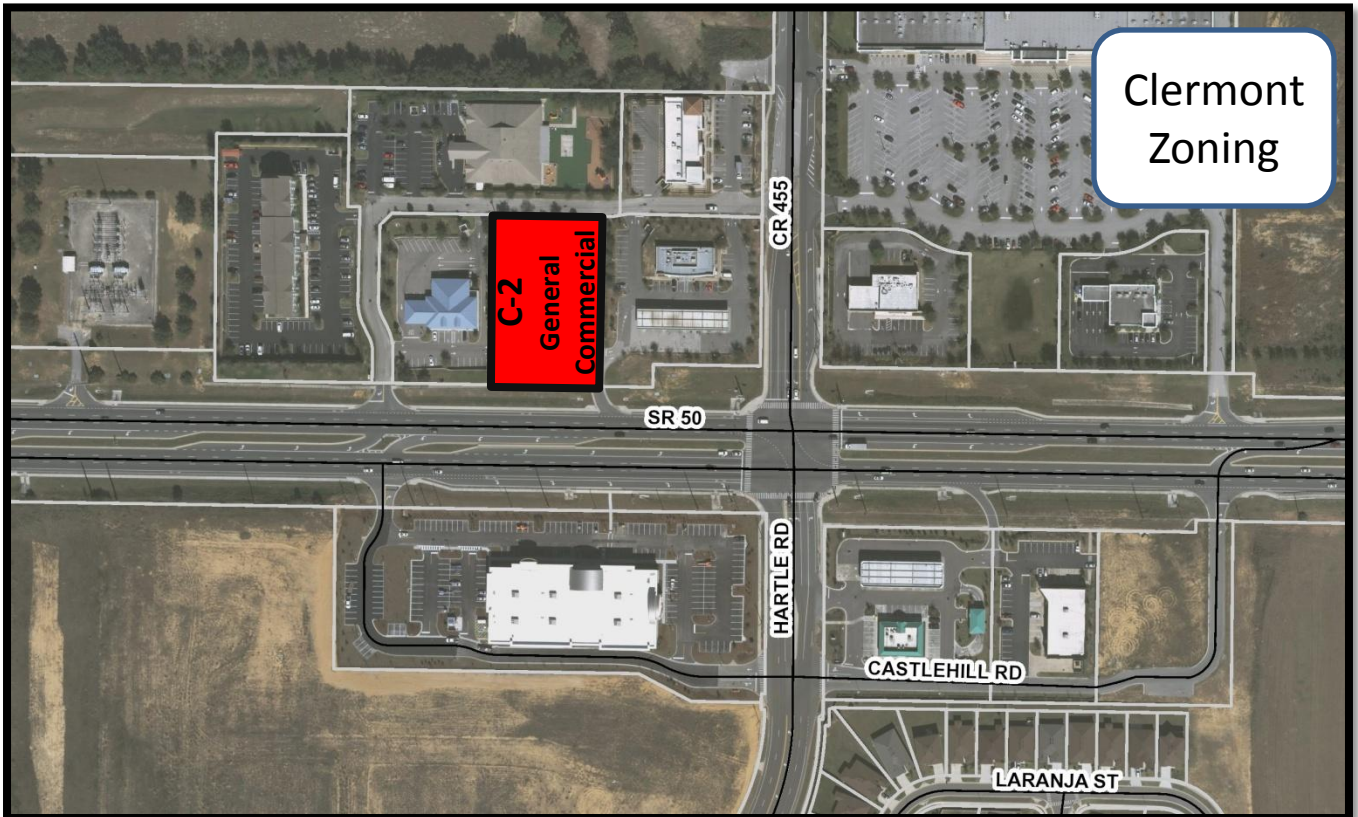


Exhibit – Zoning Discount Tire



Lake
County
Zoning



Clermont
Zoning

APR 19 2005

CFN 2005062940
 BK 02821 Pgs 0274 ~ 283; (8pgs)
 DATE: 04/29/2005 11:16:45 AM
 JAMES C. WATKINS, CLERK OF COURT
 LAKE COUNTY
 RECORDING FEE\$ 69.50

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.

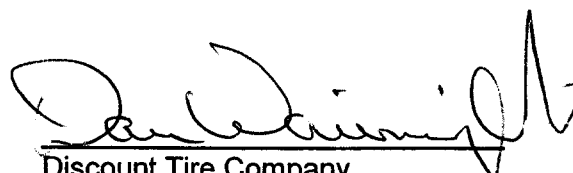
CITY OF CLERMONT

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.





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

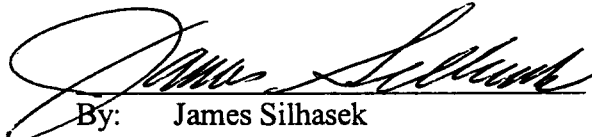
**CERTIFIED COPY OF RESOLUTIONS
OF
HALLE PROPERTIES, L.L.C.
An Arizona Limited Liability Company**

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.

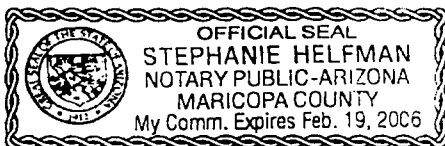
HALLE PROPERTIES, L.L.C.
An Arizona limited liability company
By: Wilanna, Inc., an Arizona corporation,
Managing Member

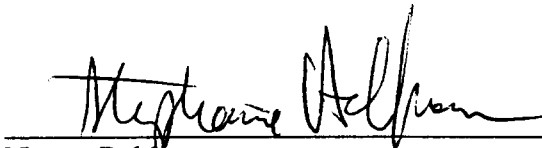

By: James Silhasek
Its: Agent

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

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday May 12, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-44

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, 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

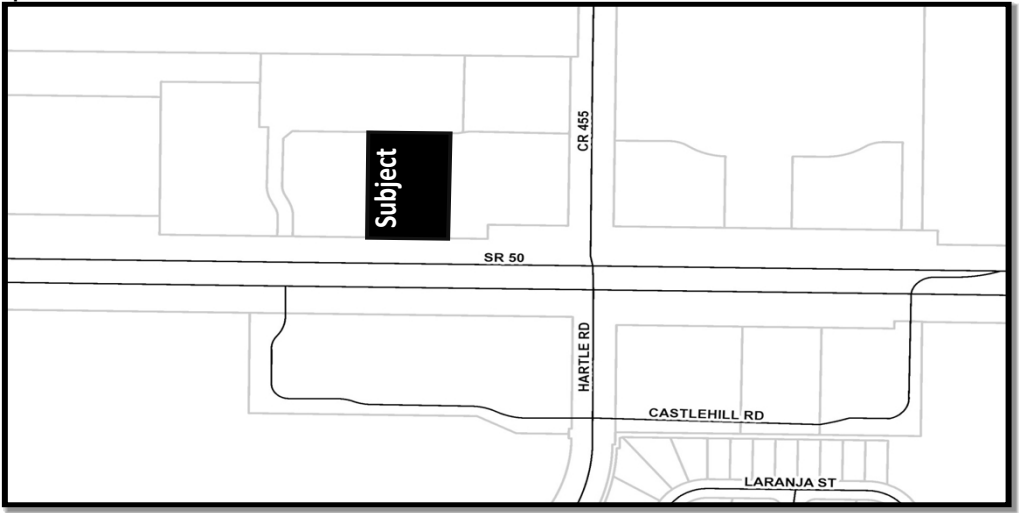
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
April 21, 2015 and April 28, 2015

Location map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-45; <i>Introduction</i> Discount Tire		
Requested Action		
Move to introduce 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

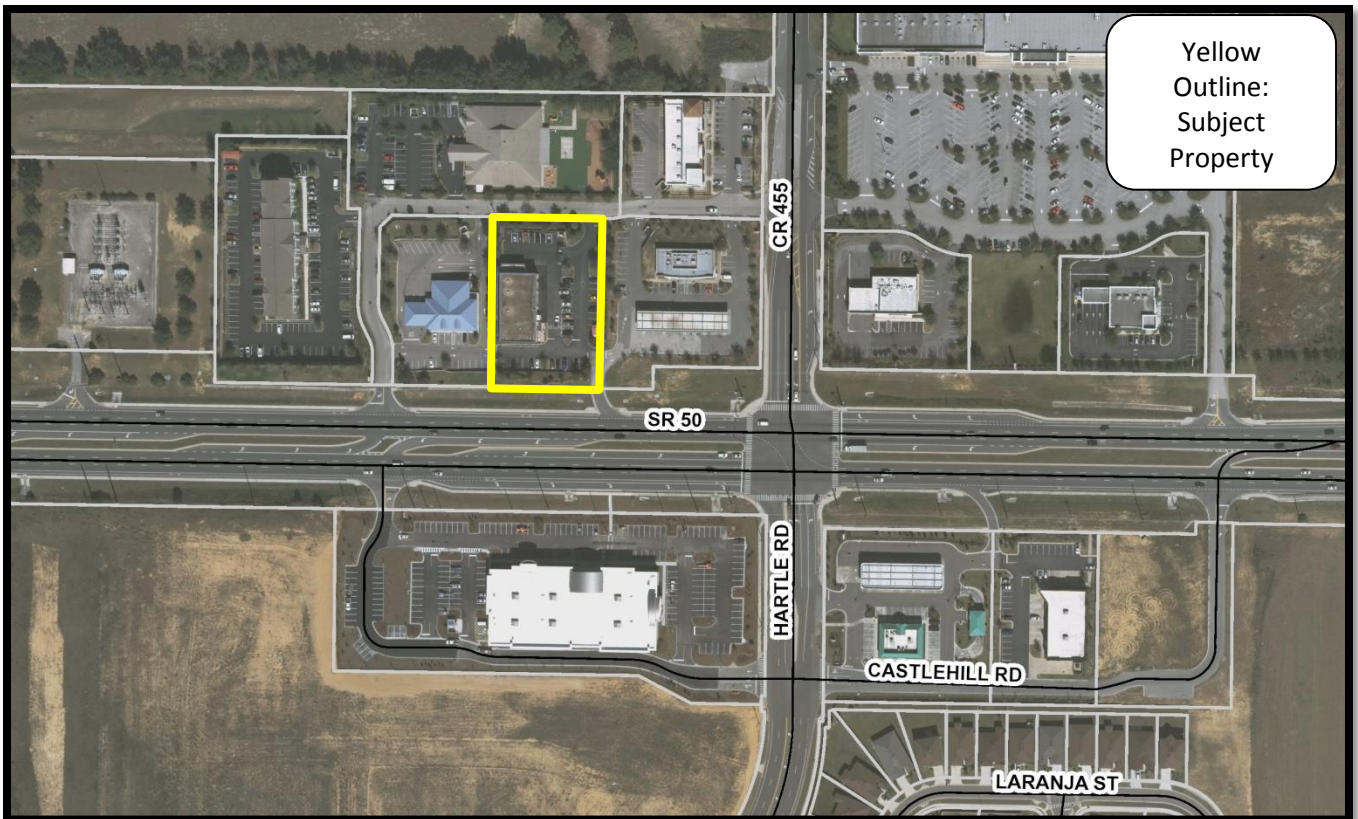


Exhibit – Future Land Use
Discount Tire

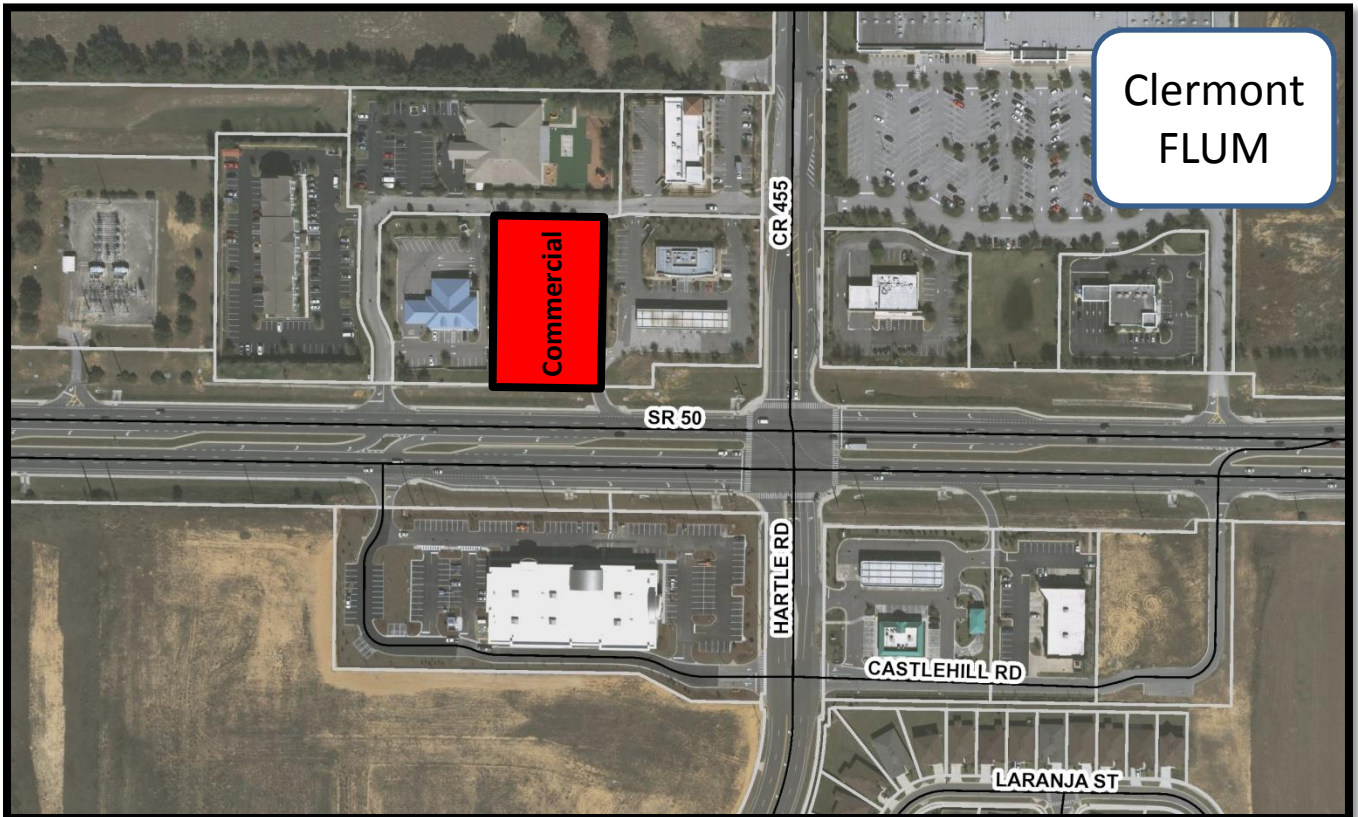
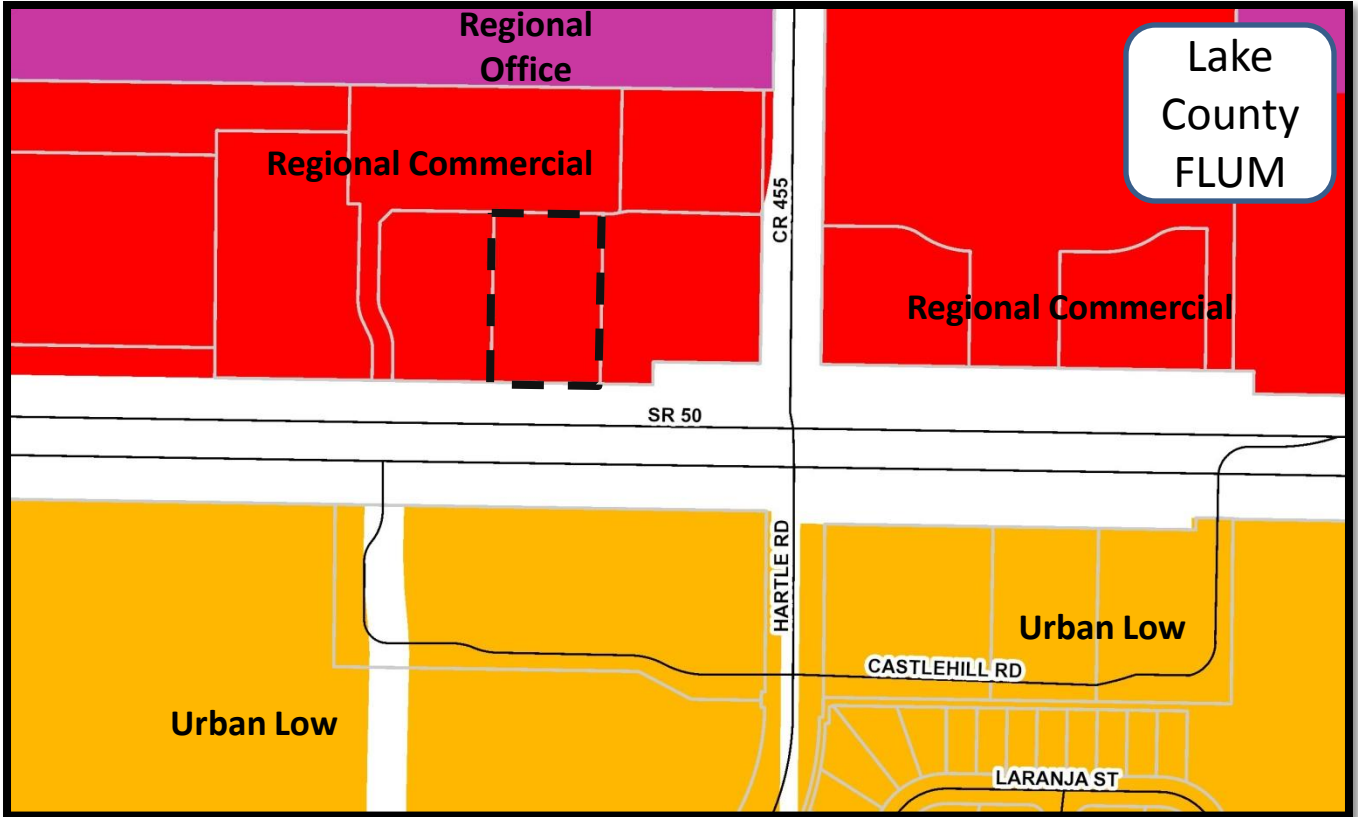
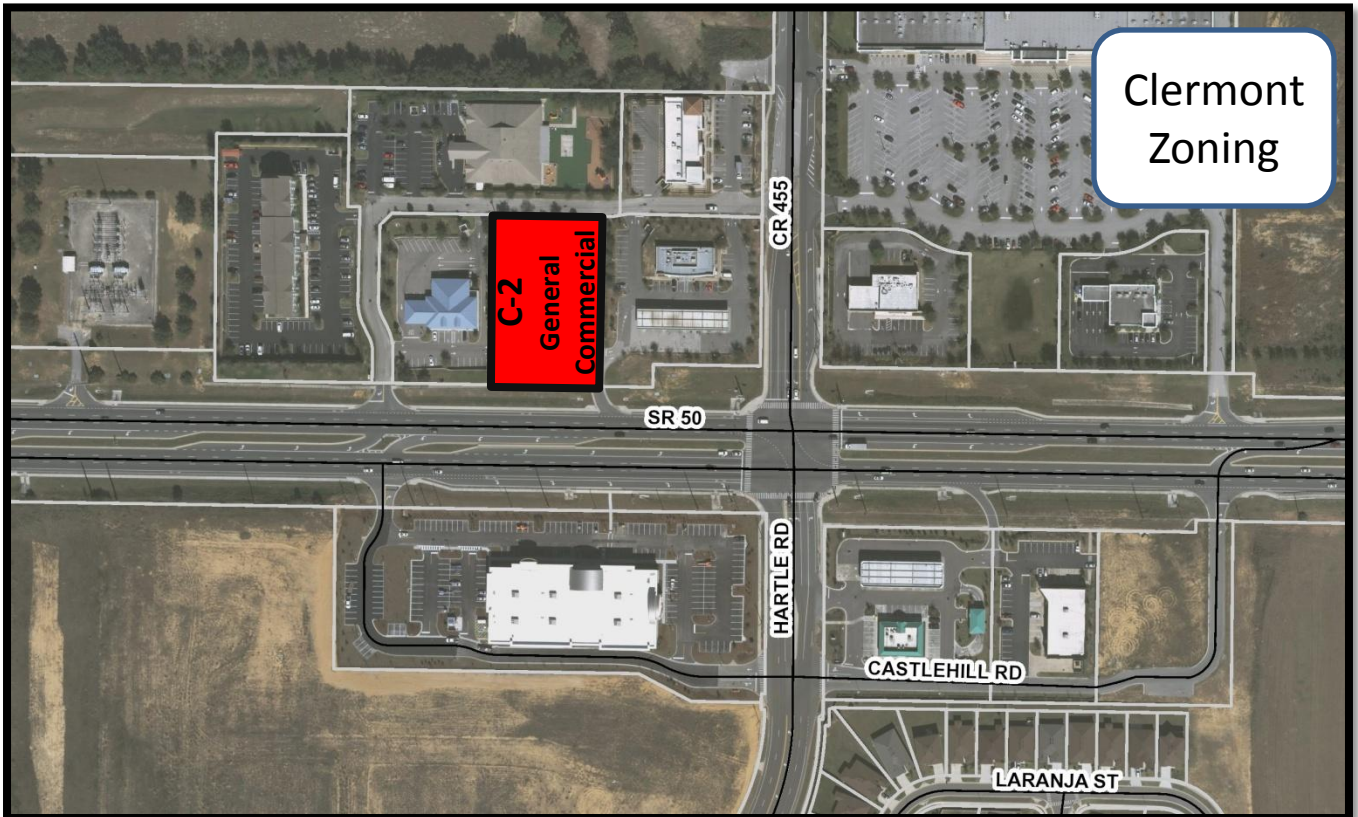


Exhibit – Zoning Discount Tire



Lake
County
Zoning



Clermont
Zoning

APR 19 2005

CFN 2005062940
 BK 02821 Pgs 0274 ~ 283; (8pgs)
 DATE: 04/29/2005 11:16:45 AM
 JAMES C. WATKINS, CLERK OF COURT
 LAKE COUNTY
 RECORDING FEE\$ 69.50

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.

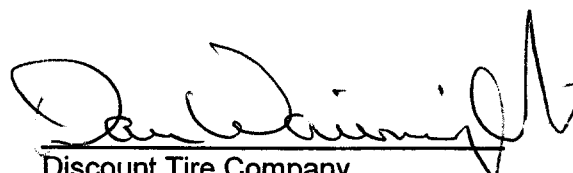
CITY OF CLERMONT

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.





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

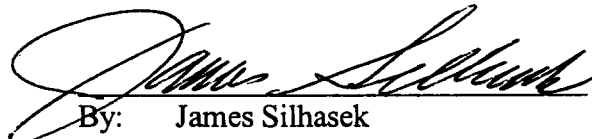
**CERTIFIED COPY OF RESOLUTIONS
OF
HALLE PROPERTIES, L.L.C.
An Arizona Limited Liability Company**

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.

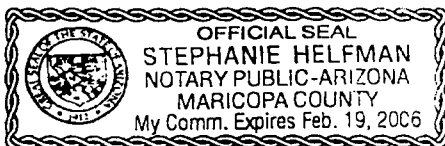
HALLE PROPERTIES, L.L.C.
An Arizona limited liability company
By: Wilanna, Inc., an Arizona corporation,
Managing Member

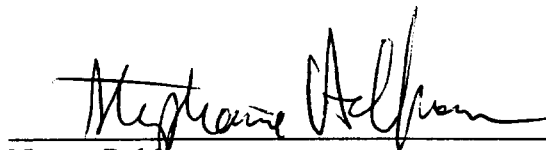

By: James Silhasek
Its: Agent

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

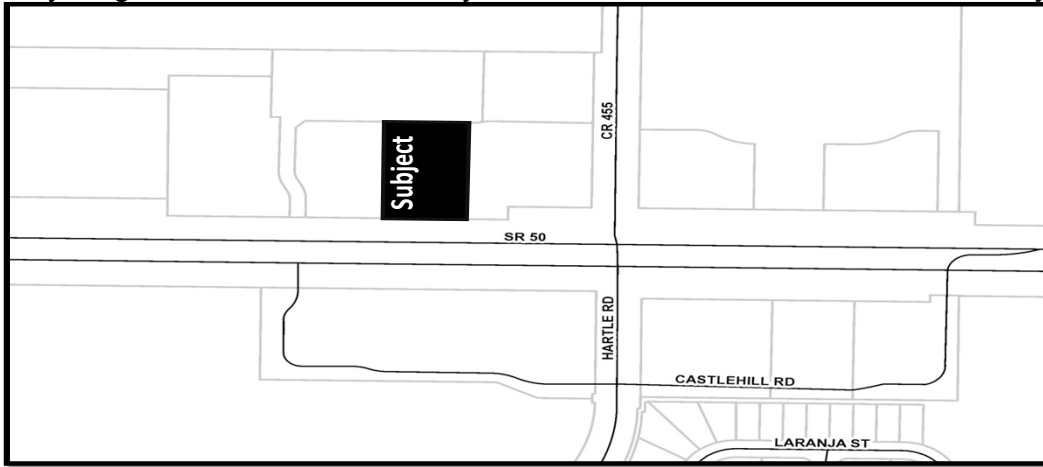
CITY OF CLERMONT

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		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-46; <i>Introduction</i> Discount Tire		
Requested Action		
Move to introduce 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

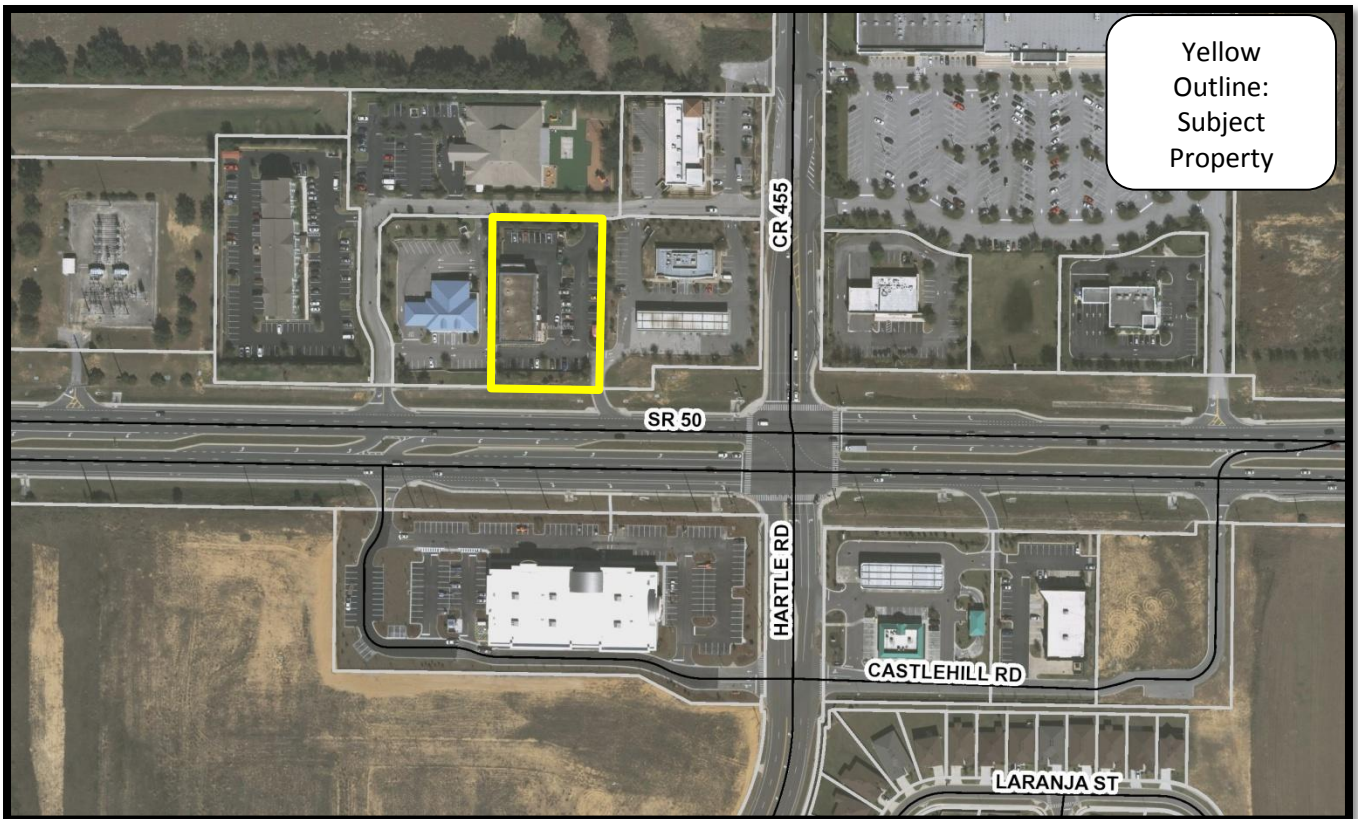


Exhibit – Future Land Use
Discount Tire

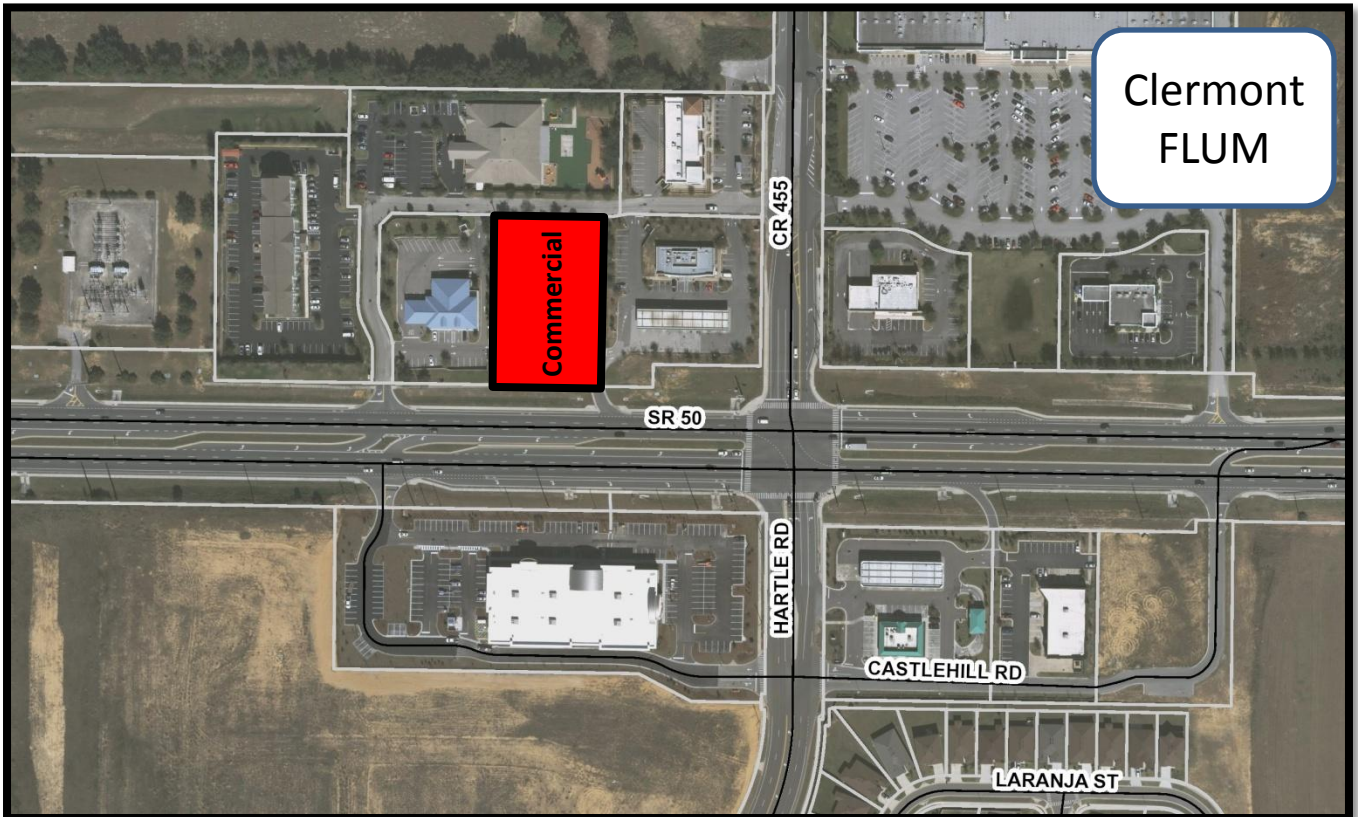
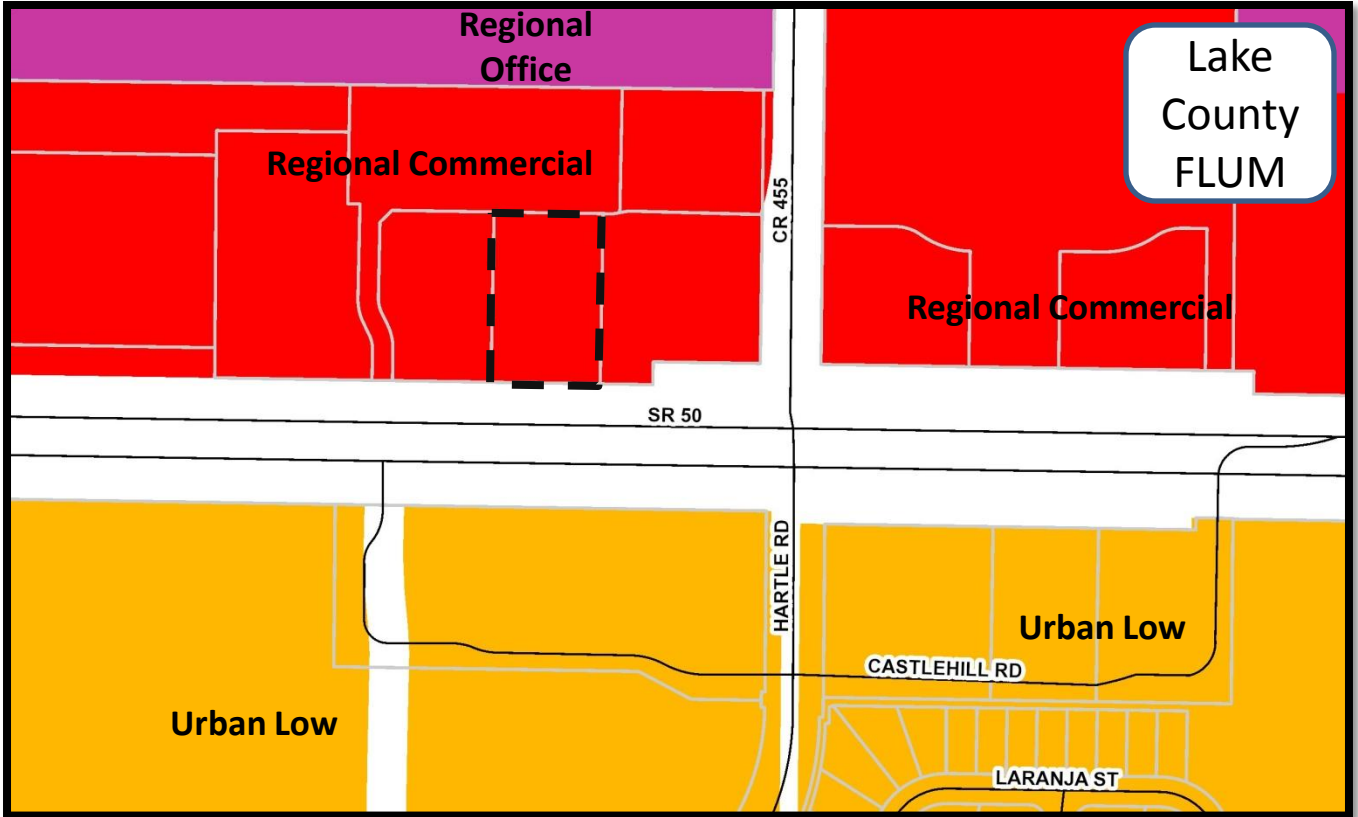
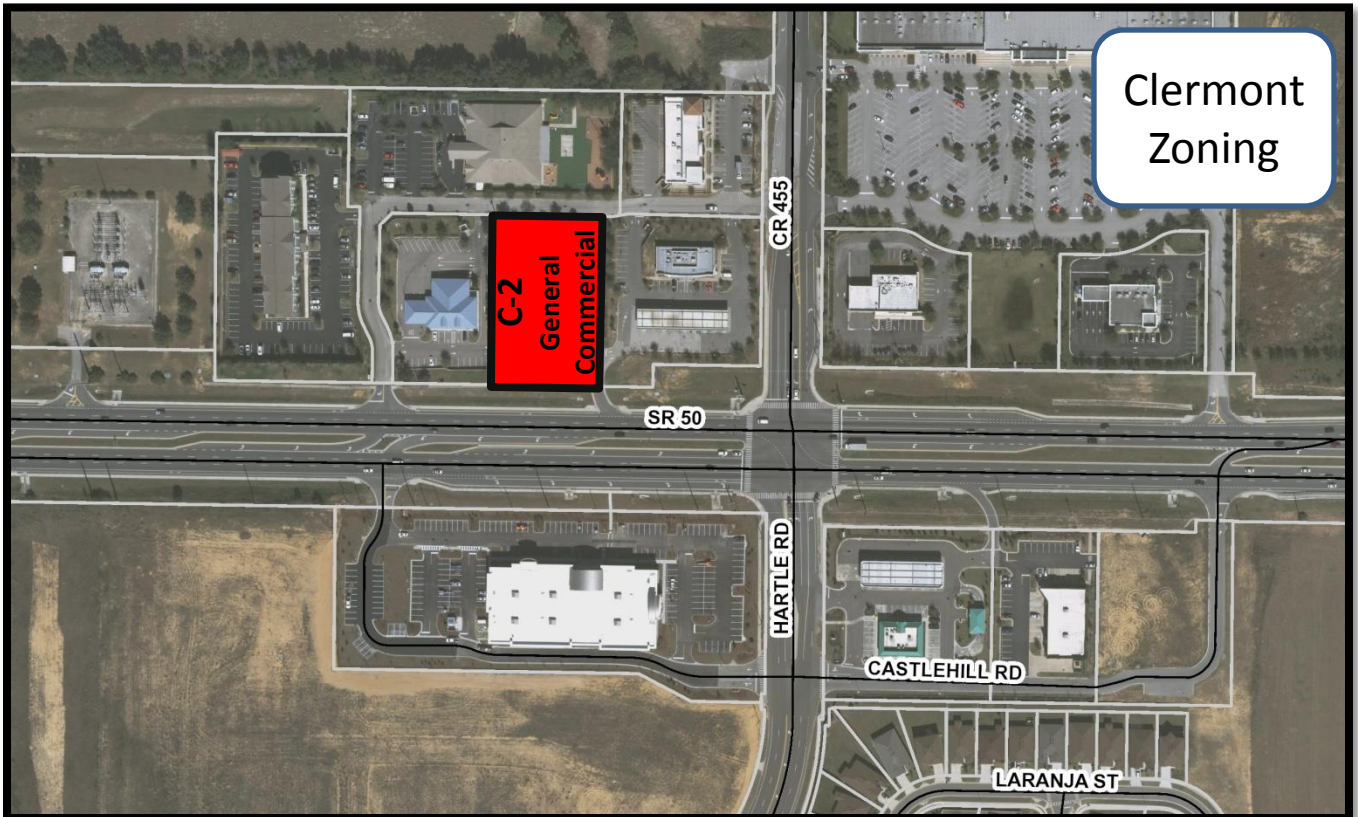


Exhibit – Zoning Discount Tire



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.

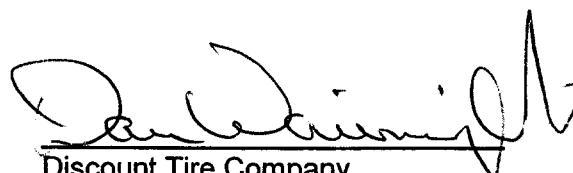
CITY OF CLERMONT

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.





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

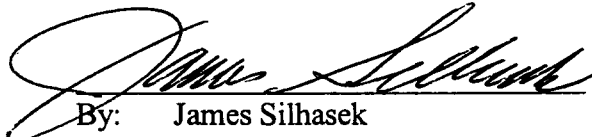
**CERTIFIED COPY OF RESOLUTIONS
OF
HALLE PROPERTIES, L.L.C.
An Arizona Limited Liability Company**

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.

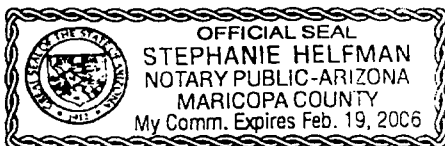
HALLE PROPERTIES, L.L.C.
An Arizona limited liability company
By: Wilanna, Inc., an Arizona corporation,
Managing Member

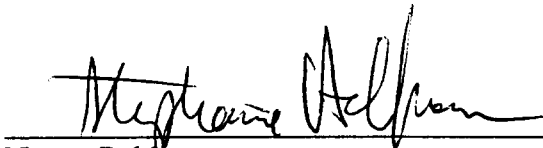

By: James Silhasek
Its: Agent

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		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-47; <i>Introduction</i> Harbor Federal		
Requested Action		
Move to introduce Ordinance 2015-47.		
Staff Report		
This administrative request is being heard concurrently with requests for a small-scale comprehensive plan amendment 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. The property, approximately 1.17 acres, has been developed as a professional office, Allstate, and bank, formerly Harbor Federal. 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. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	Harbor Federal ANN ORD 2015-47.doc	
2. Maps	Harbor Federal Maps.pdf	
3. Utility Agreement	2005-10 Harbor Federal Utility Agreement.pdf	
4. Legal ad	Harbor Federal ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-47

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property, dated April 4, 2005; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property, to-wit:

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 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 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

CITY OF CLERMONT
ORDINANCE No. 2015-47

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

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 5.

This Ordinance shall be recorded in the public records of Lake County, Florida.

CITY OF CLERMONT
ORDINANCE No. 2015-47

SECTION 6.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-47

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, 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

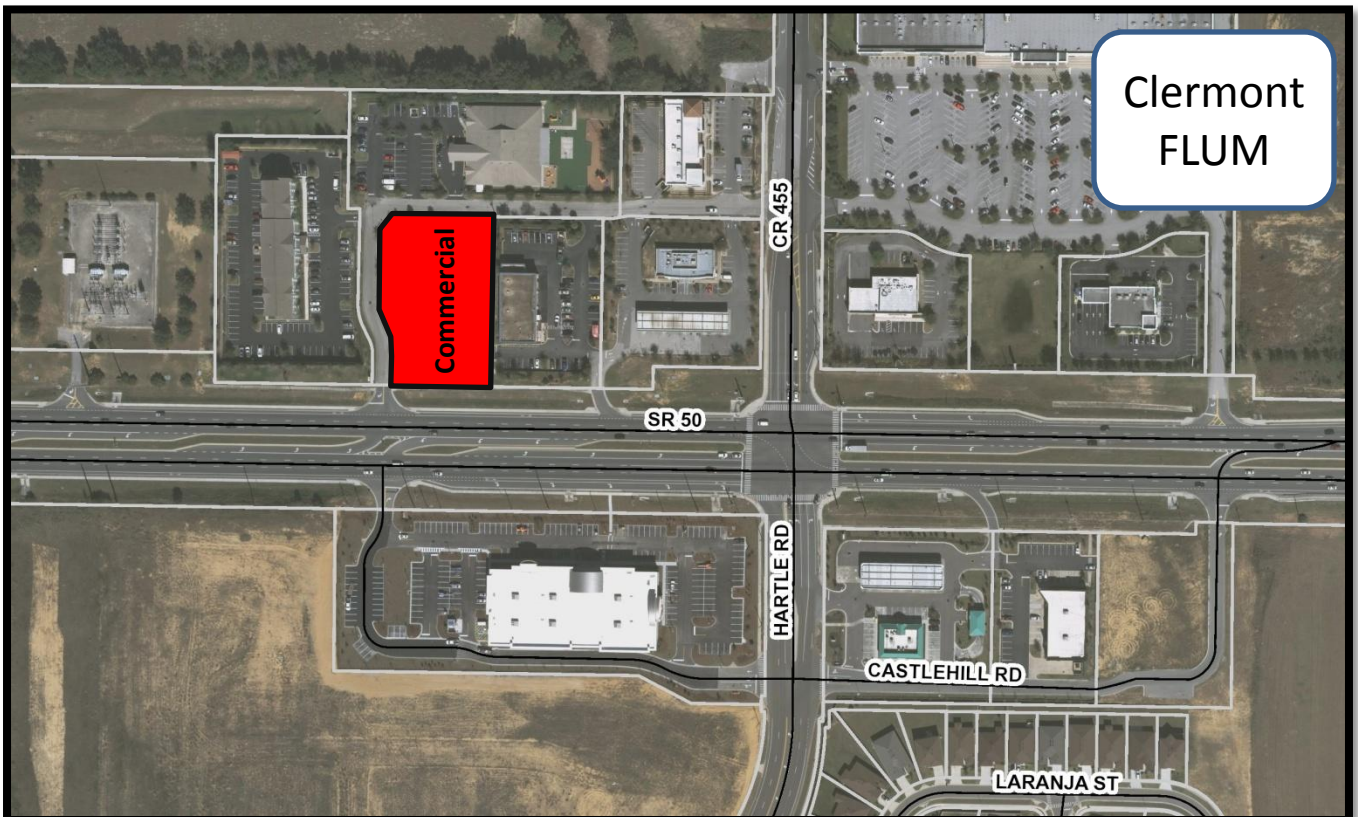
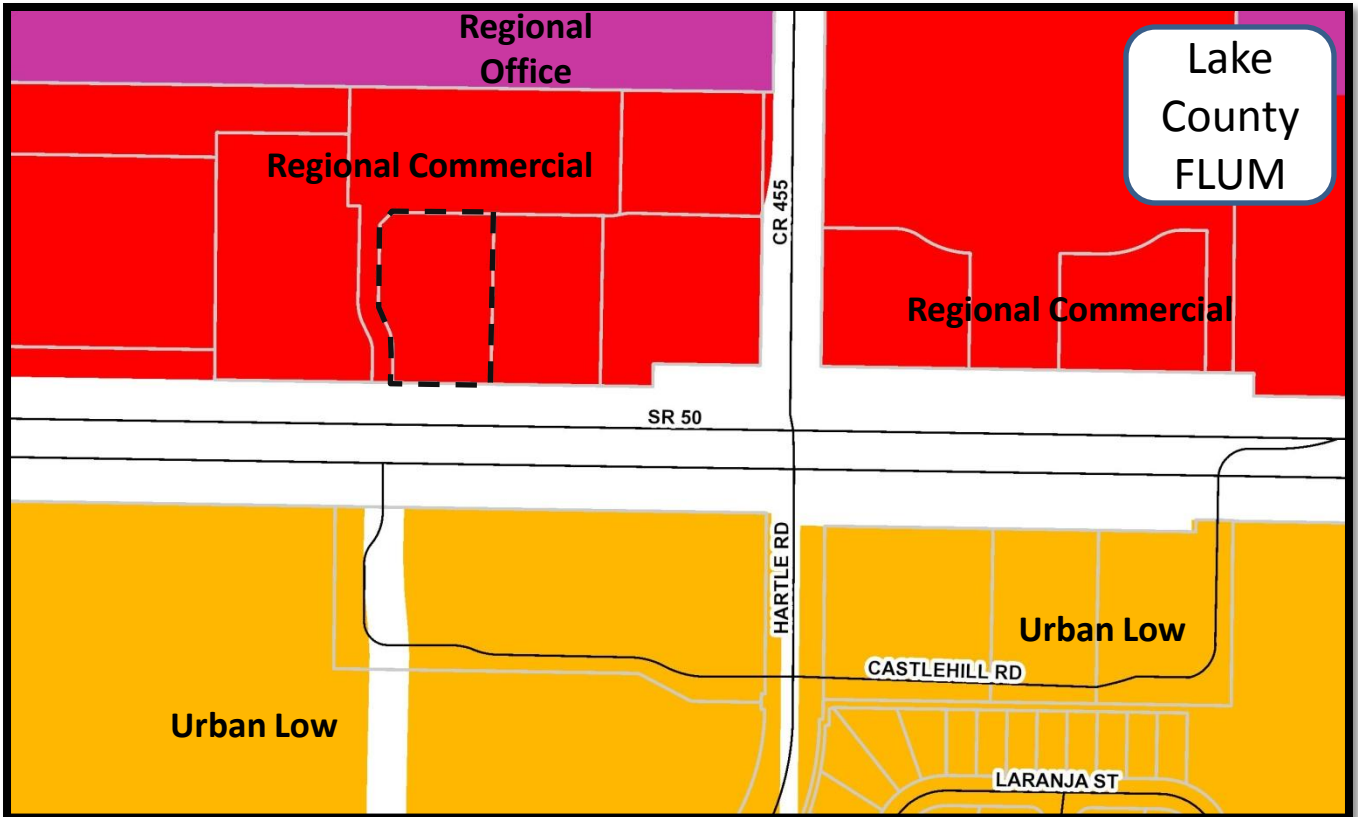
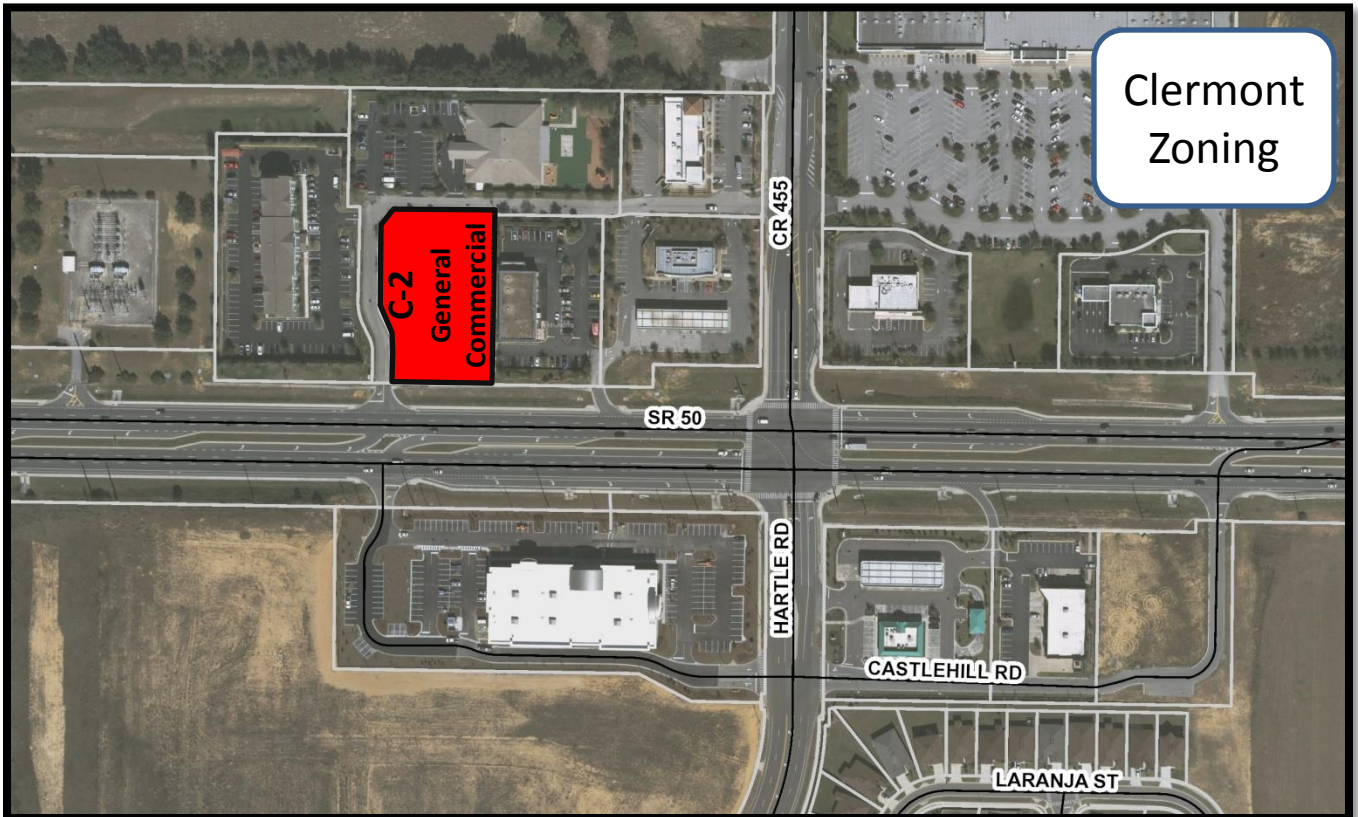


Exhibit – Zoning Harbor Federal



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

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.

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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.

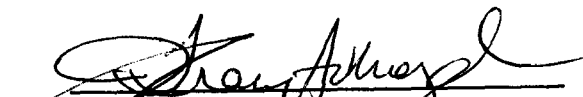
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

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

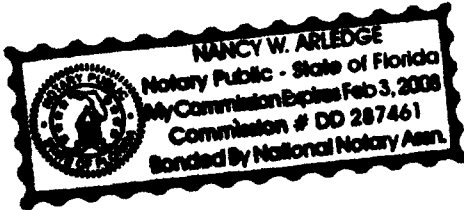
Name: Albert L. Fort

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

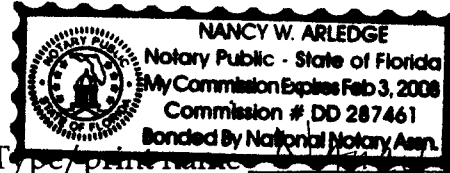
Type or print name

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.

Notary Public Nancy W. Arledge

SEAL:



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

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday May 12, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-47

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, 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

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, 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 will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
April 21, 2015 and April 28, 2015

Location map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-48: <i>Introduction</i> Harbor Federal		
Requested Action		
Move to introduce 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.

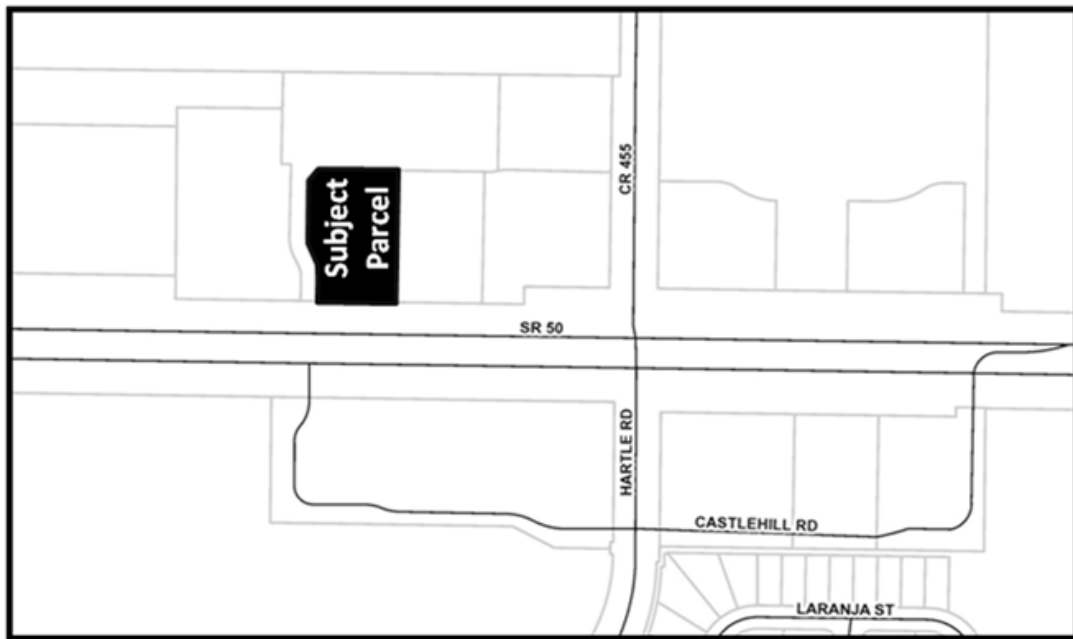
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

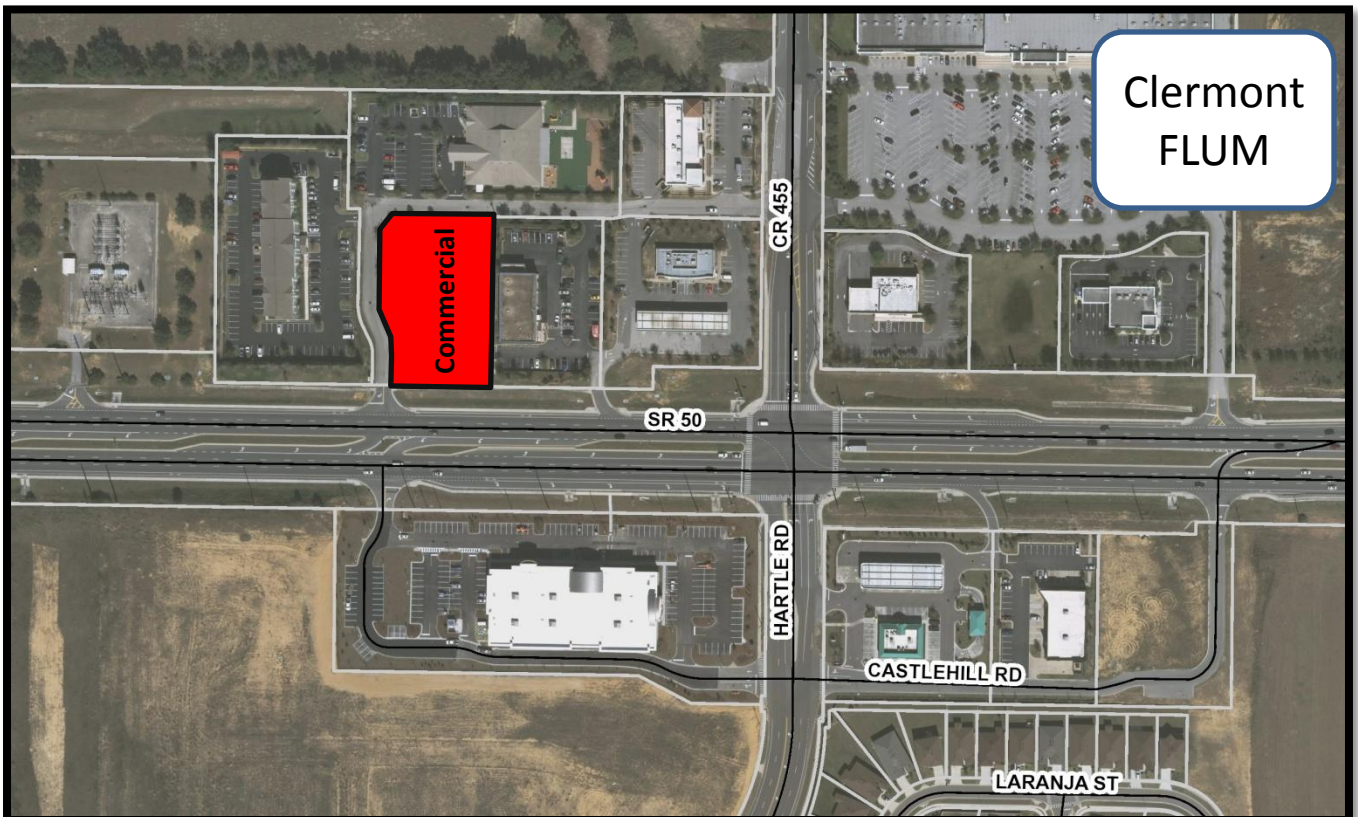
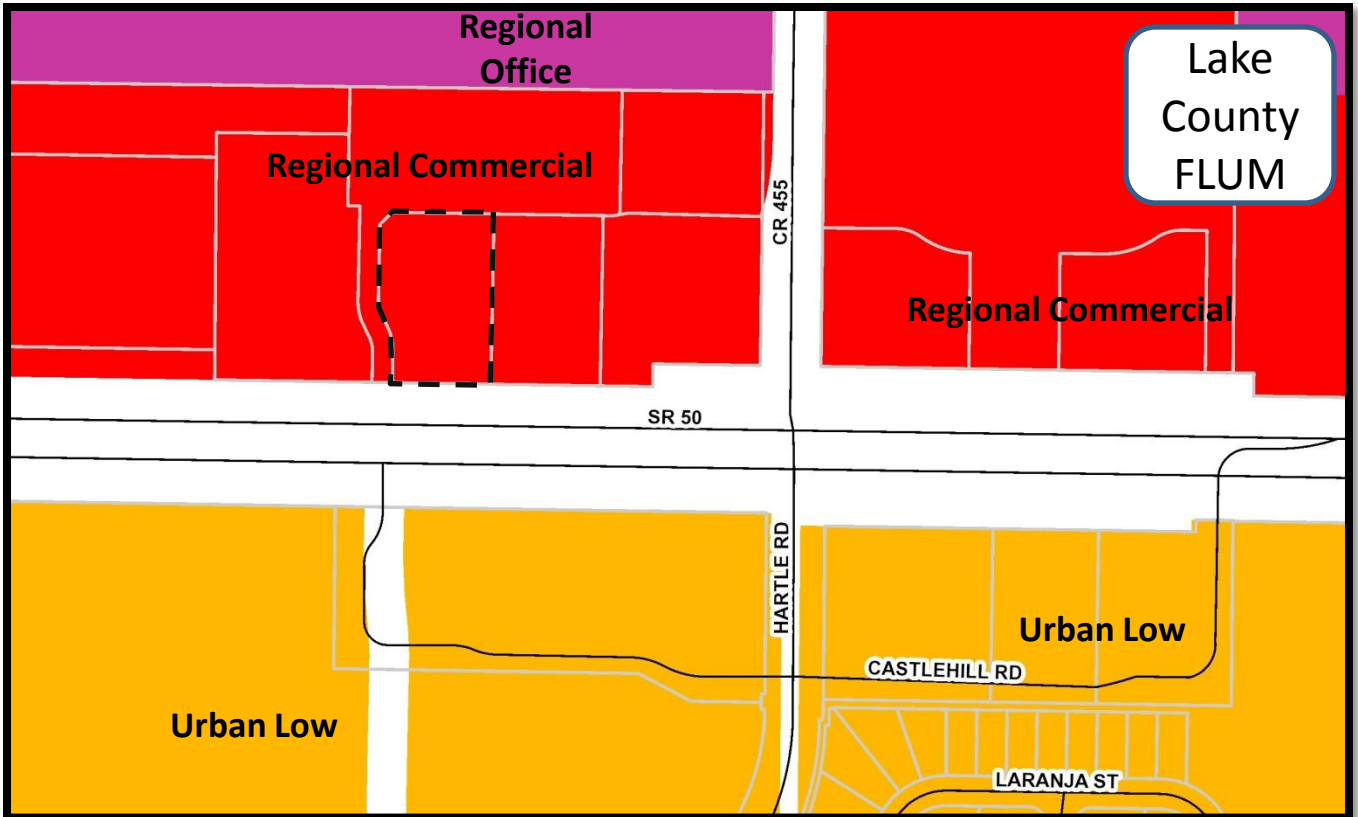
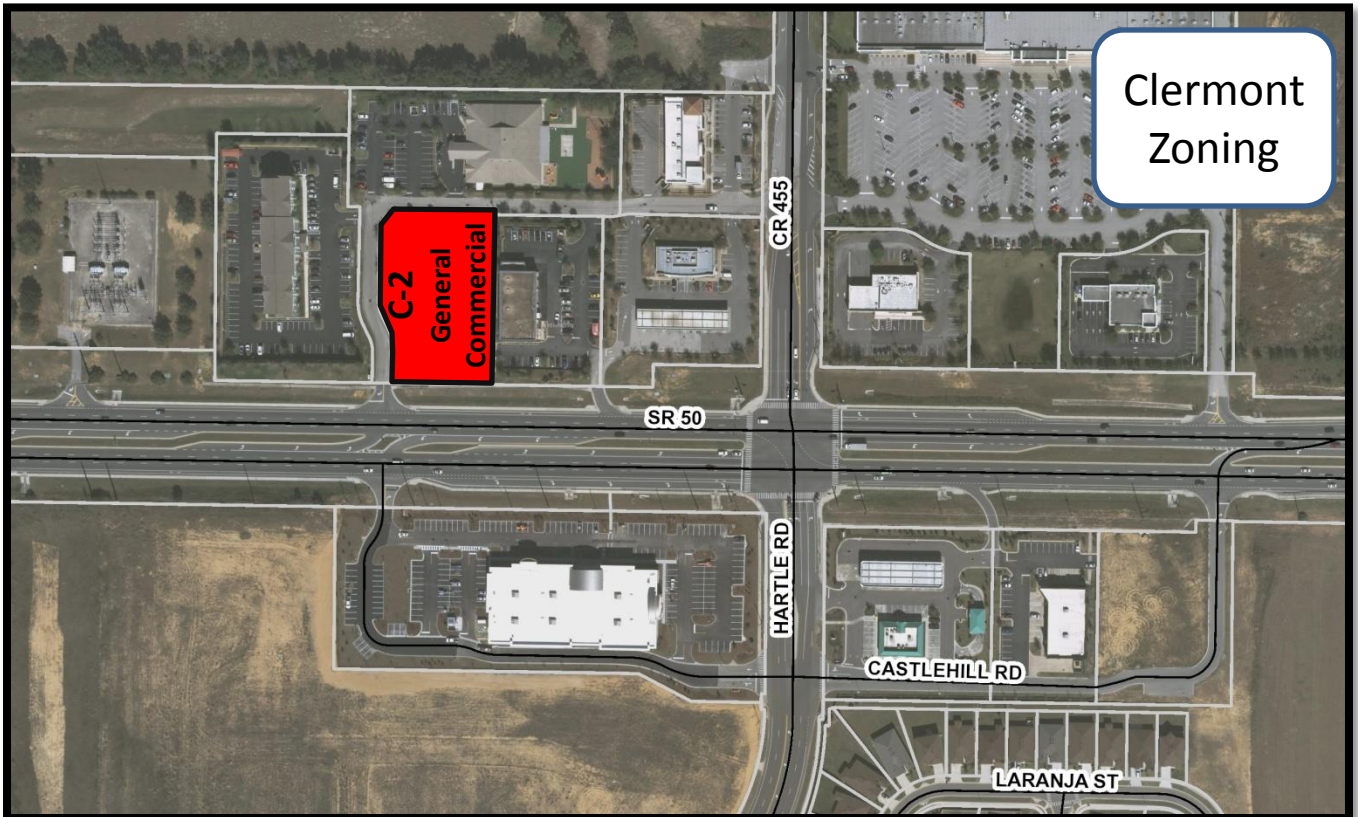


Exhibit – Zoning Harbor Federal



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.

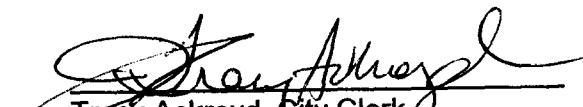
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below.

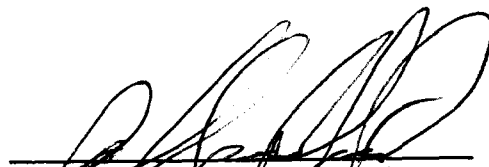
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

OWNER


Harbor Federal Savings Bank

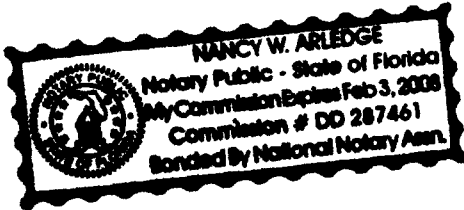
Name: Albert L. Fort

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

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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

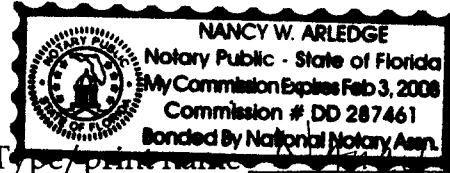
Type or print name

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.

Notary Public Nancy W. Arledge

SEAL:



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		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-49; <i>Introduction</i> Harbor Federal		
Requested Action		
Move to introduce 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

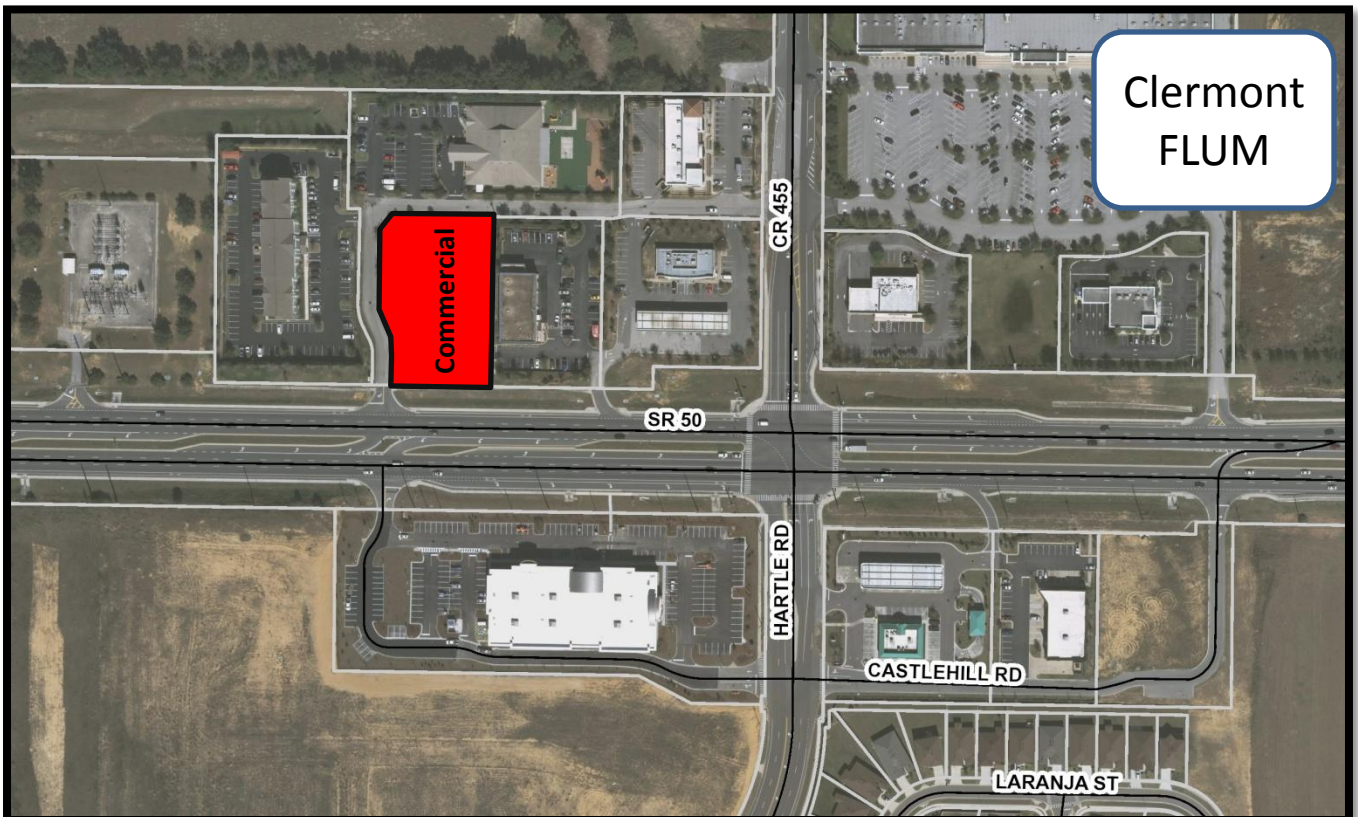
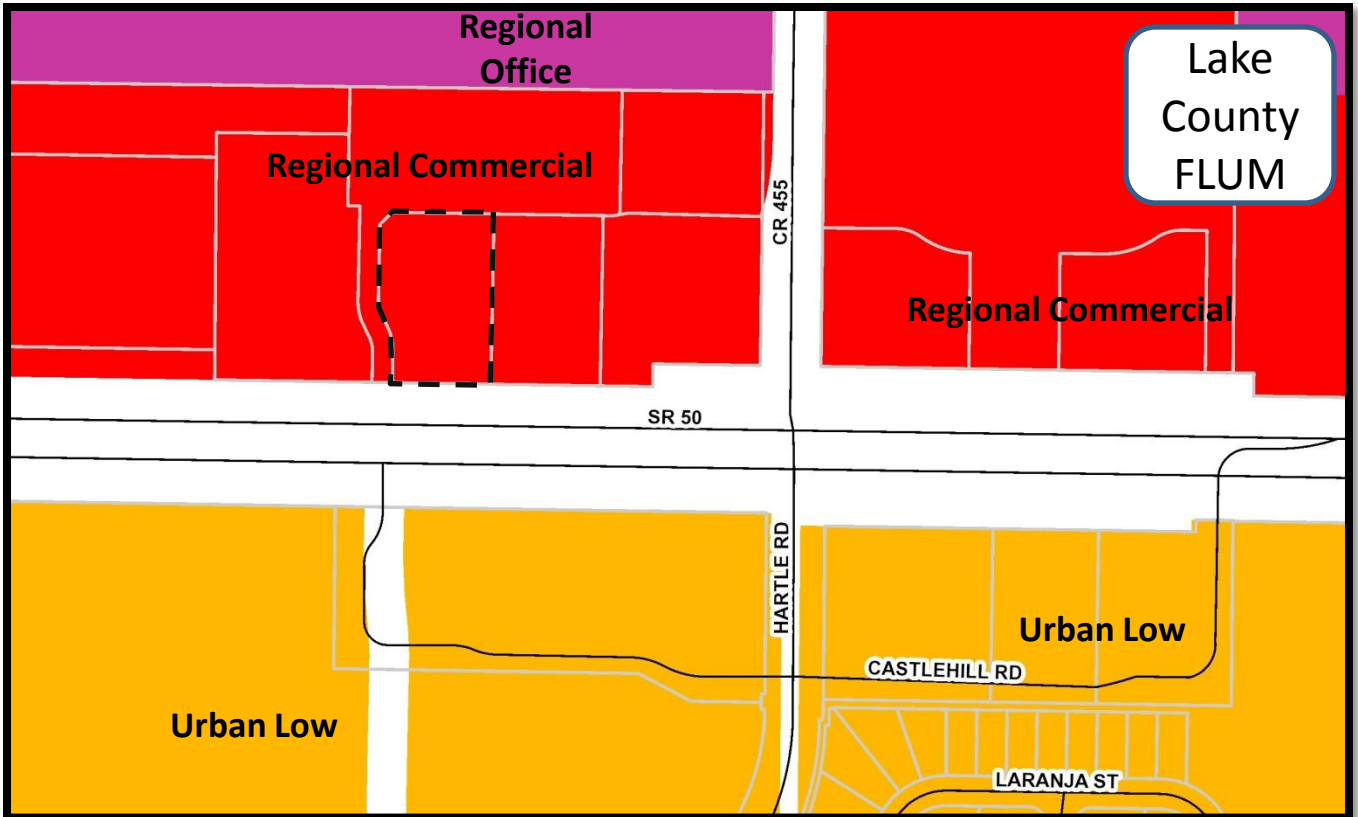
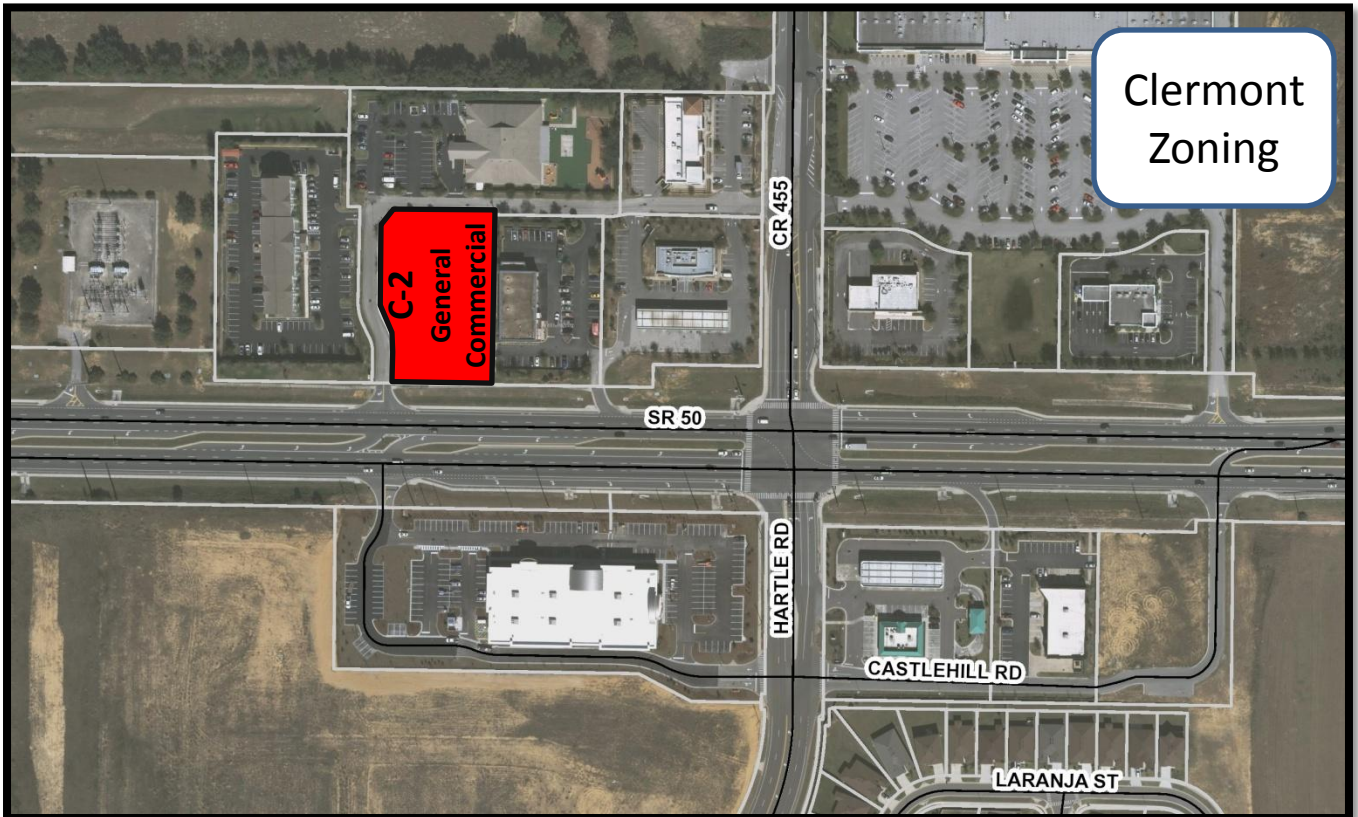


Exhibit – Zoning Harbor Federal



Lake
County
Zoning



Clermont
Zoning

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.

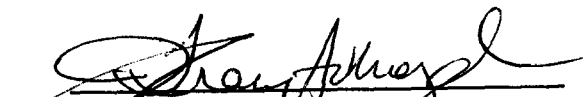
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

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

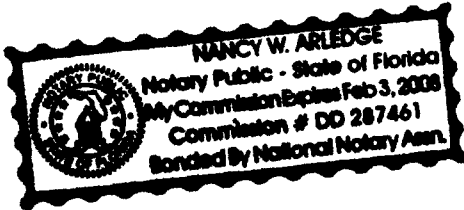
Name: Albert L. Fort

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:

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EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
City Manager
685 W. Montrose Street
Clermont, FL 34712

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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:

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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

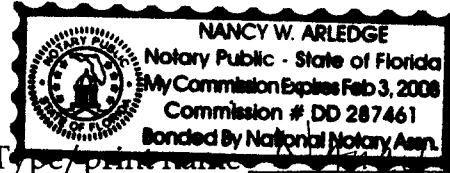
Toni Santuste
Type or print name

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.

Notary Public Nancy W. Arledge

SEAL:



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														
Tuesday, April 28, 2015														
Agenda Item Name														
Ordinance No. 2015-50; <i>Introduction</i> Value Place Hotel														
Requested Action														
Move to introduce Ordinance 2015-50.														
Staff Report														
This administrative request is being heard concurrently with requests for a small-scale comprehensive plan amendment 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 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. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the annexation.														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
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CITY OF CLERMONT
ORDINANCE No. 2015-50

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property, dated March 23, 2007; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property, to-wit:

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

CITY OF CLERMONT
ORDINANCE No. 2015-50

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

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 5.

This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2015-50

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-50

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, 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

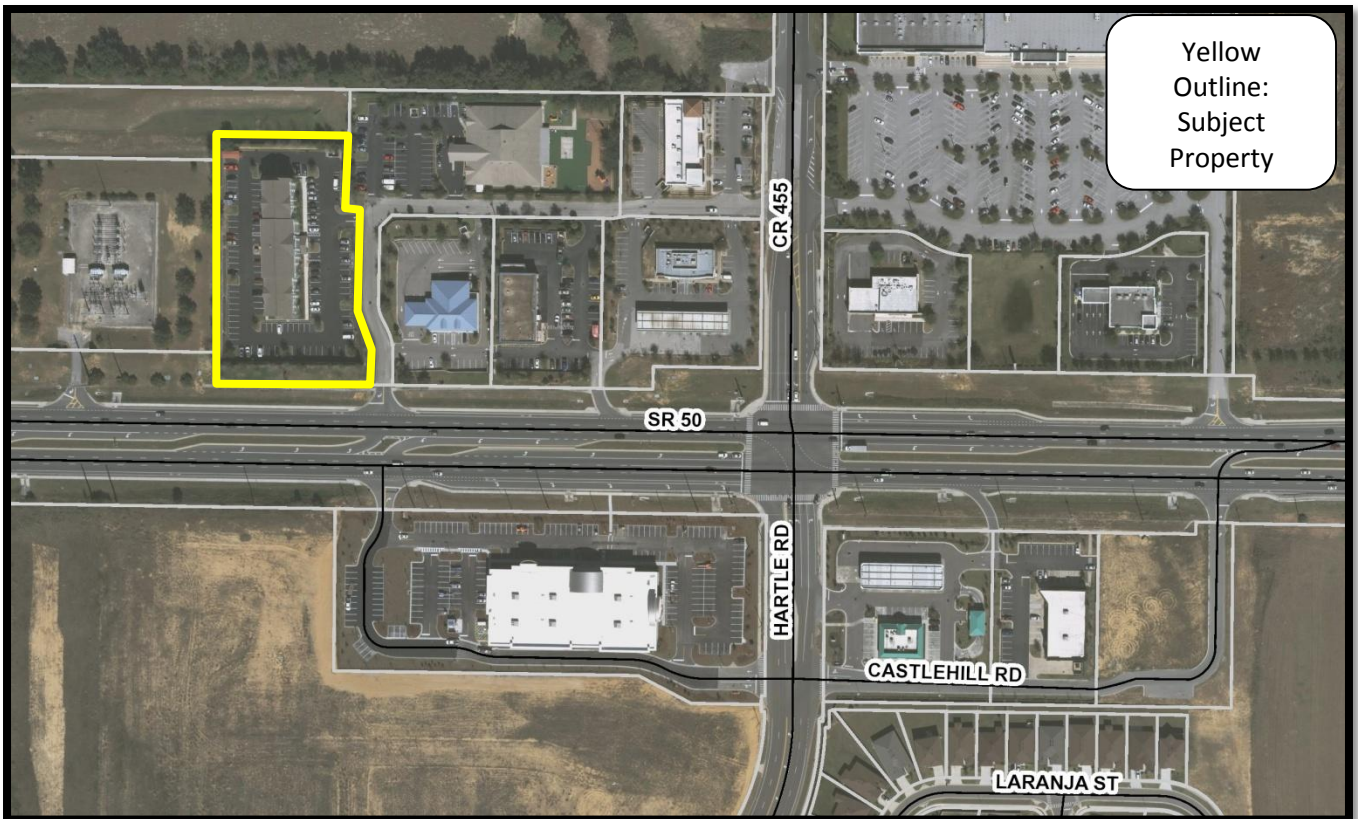


Exhibit – Future Land Use
Value Place Hotel

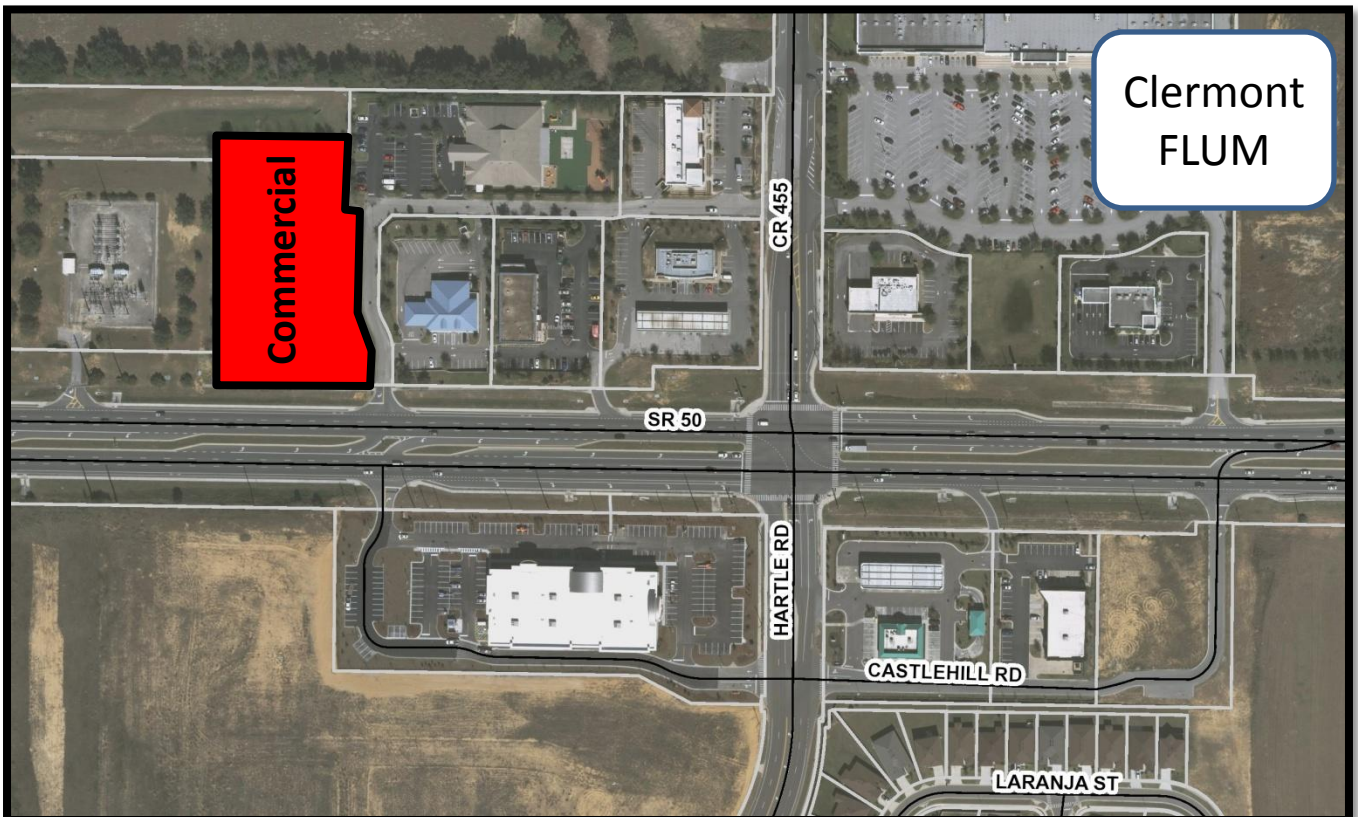
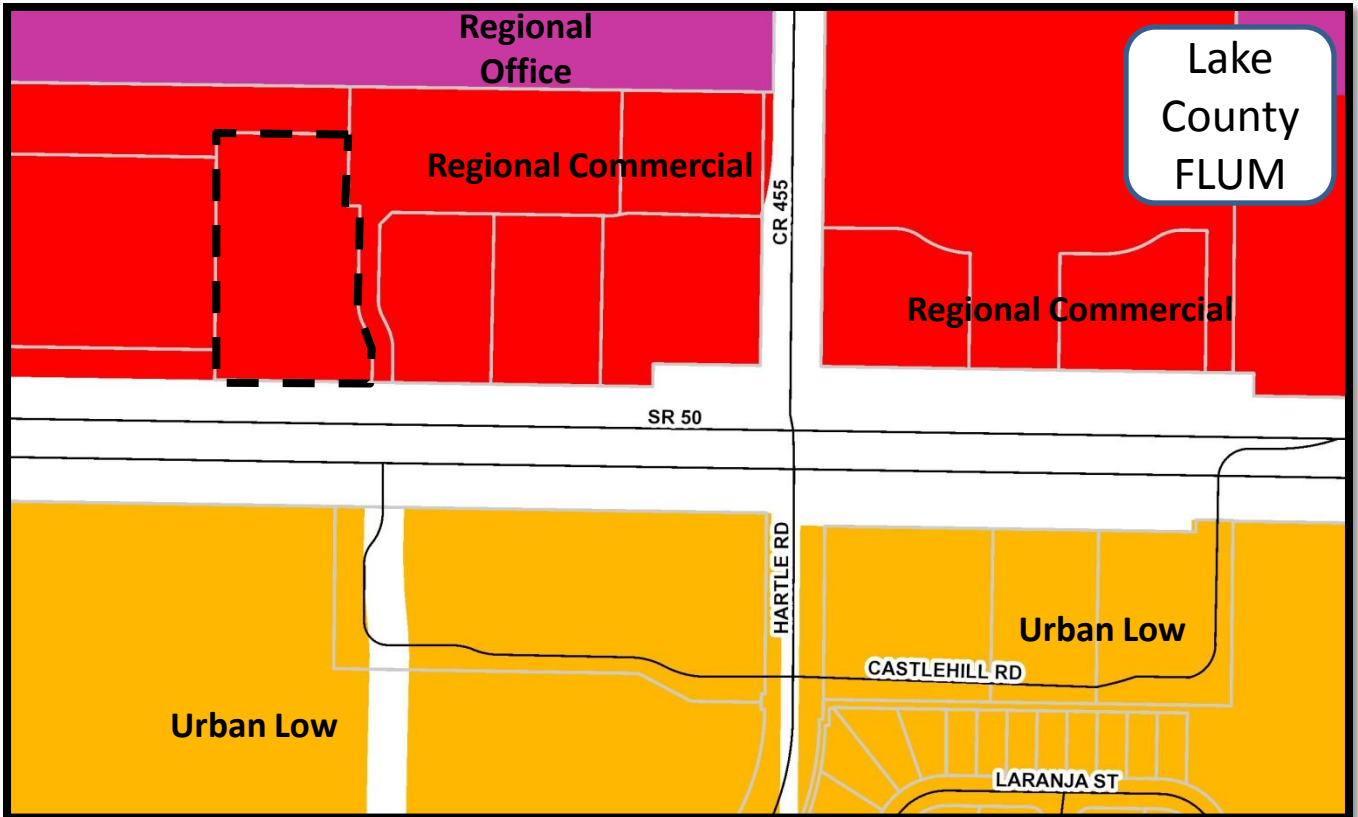
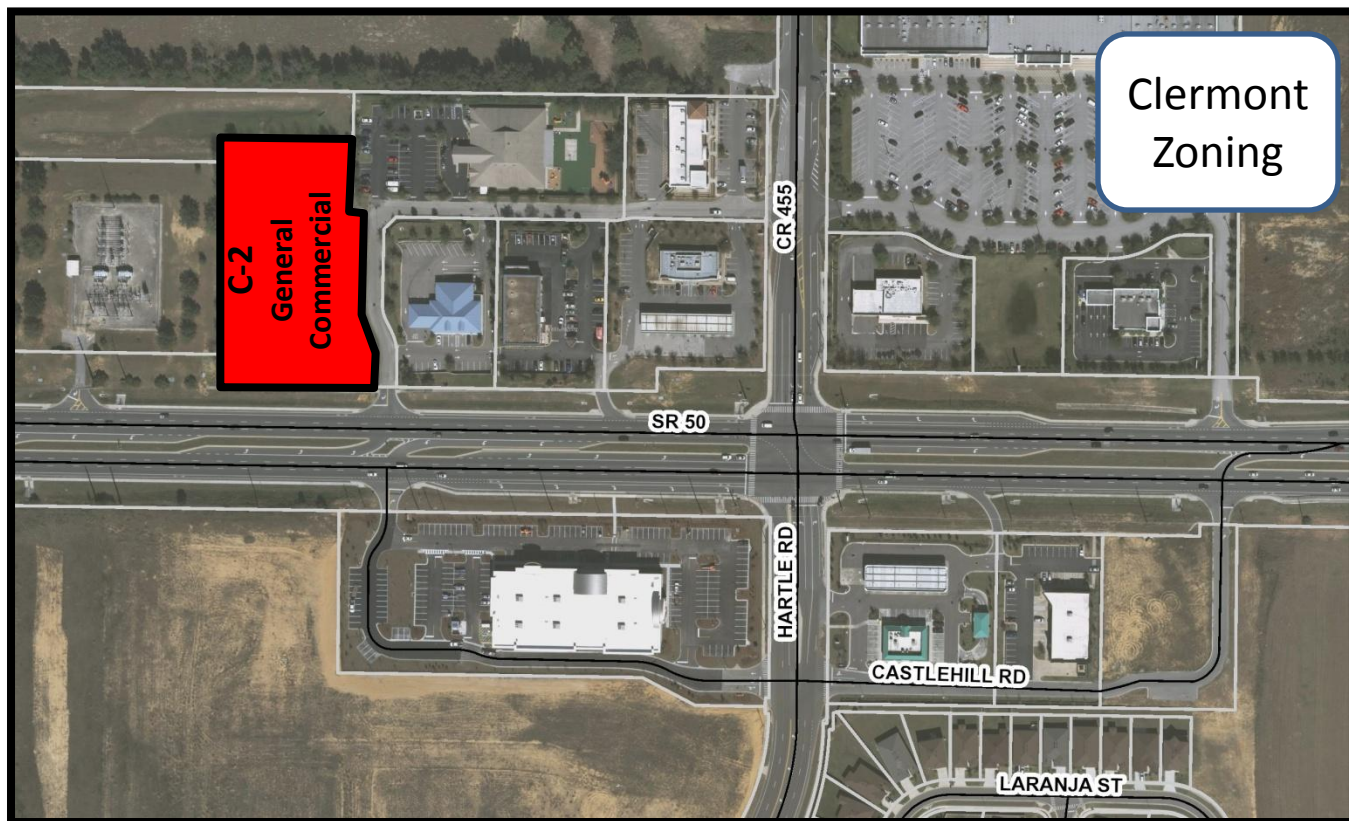


Exhibit – Zoning
Value Place Hotel



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.

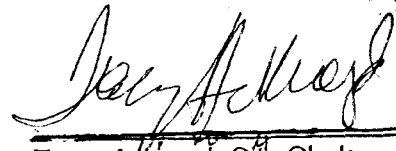
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 23 day of August, 2005.

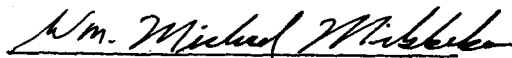
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Aekroyd, City Clerk

OWNER


SunDev Properties

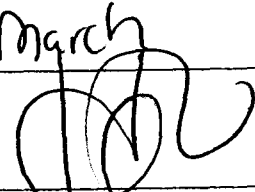
STATE OF FLORIDA
COUNTY OF ~~LAKE~~ Orange

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. Holly Mosher
Signature
HOLLY MOSHER

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 Holly Mosher

 **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

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday May 12, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-50

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, 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

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, 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 will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
April 21, 2015 and April 28, 2015

Location map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, April 28, 2015														
Agenda Item Name														
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Requested Action														
Move to introduce 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.														
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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

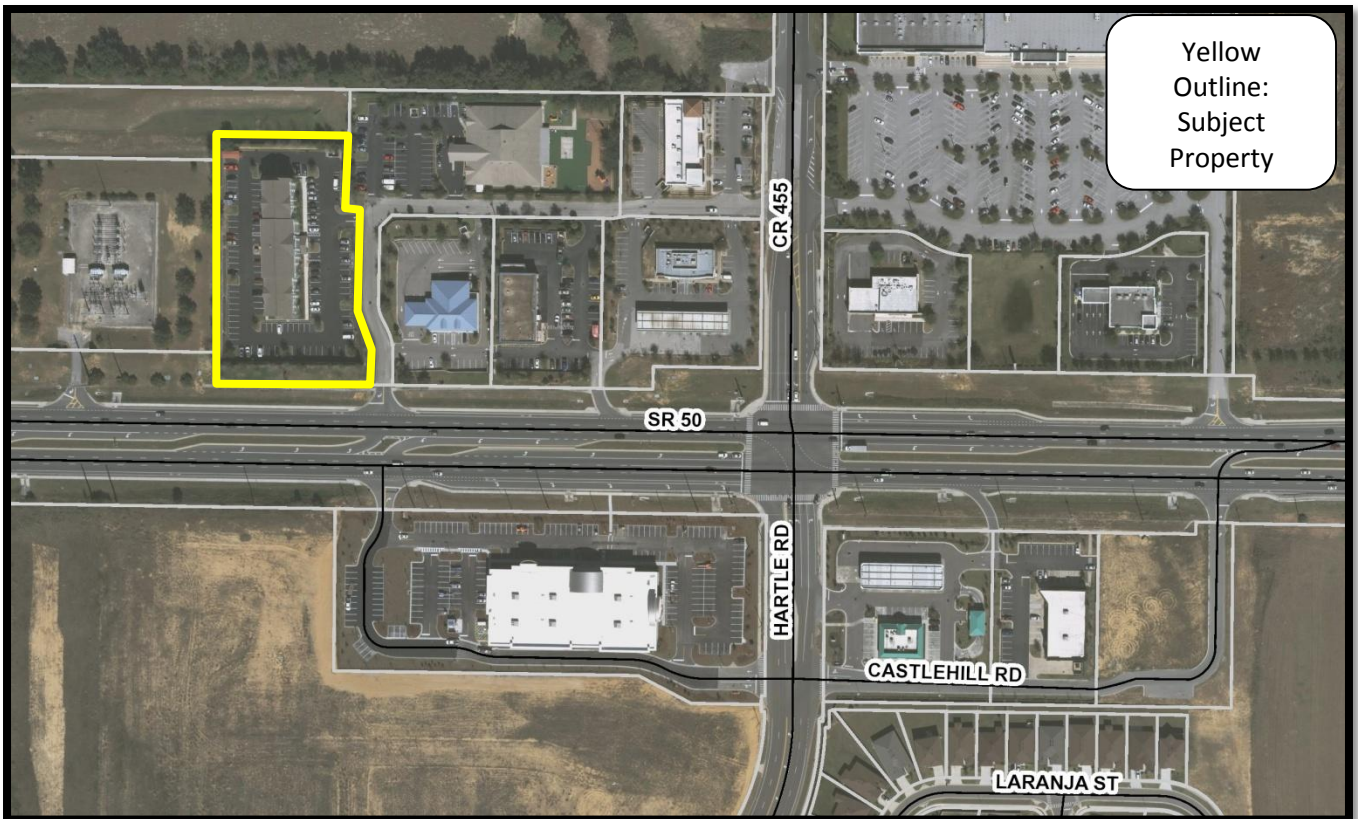


Exhibit – Future Land Use
Value Place Hotel

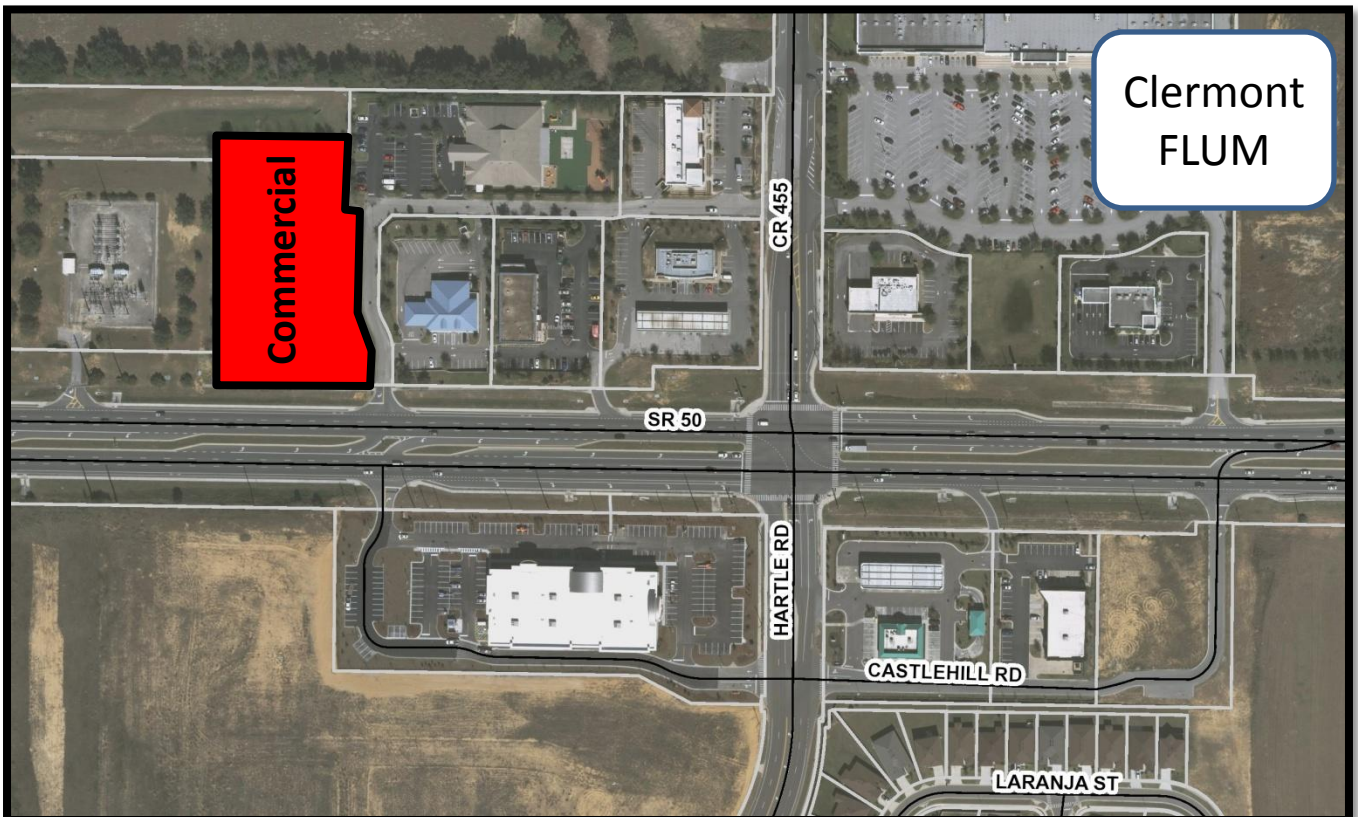
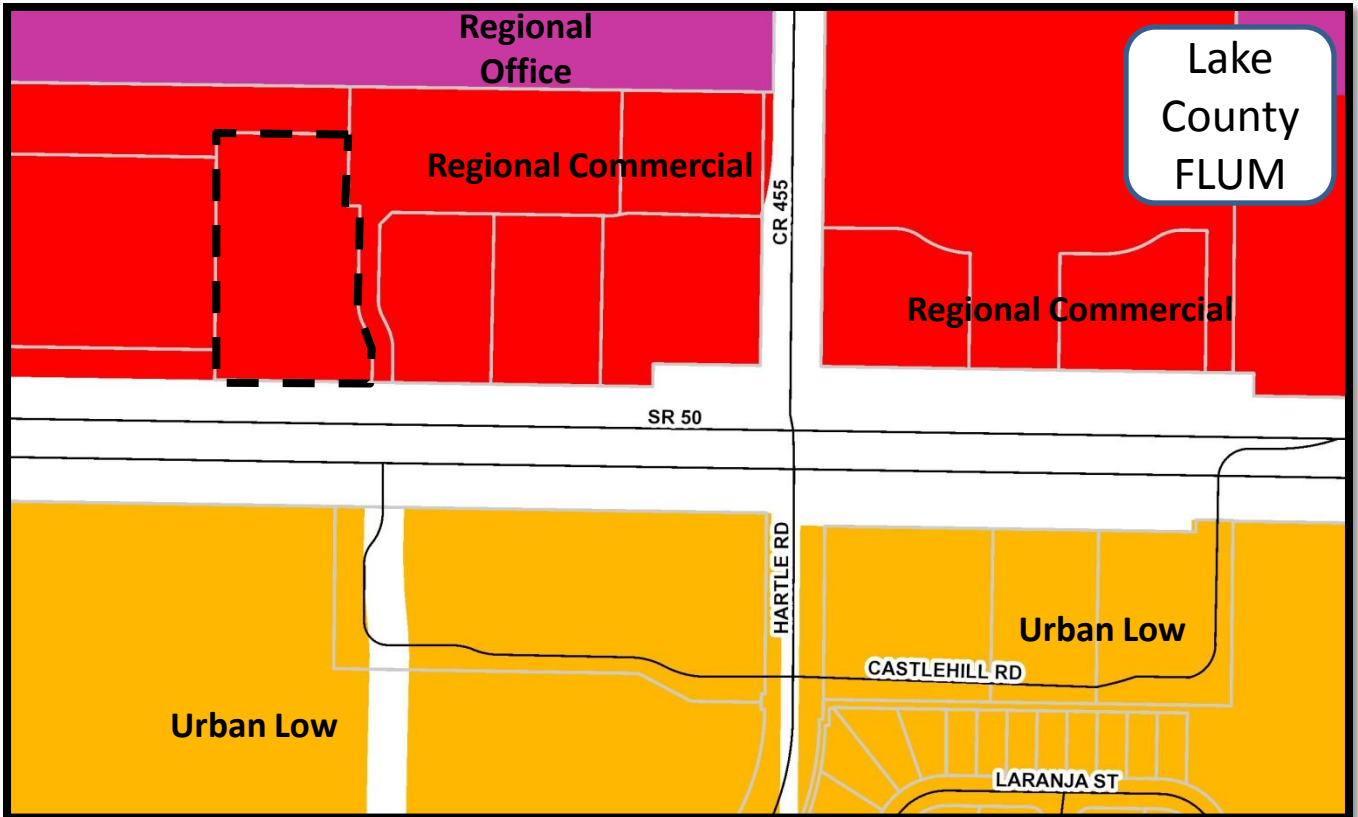
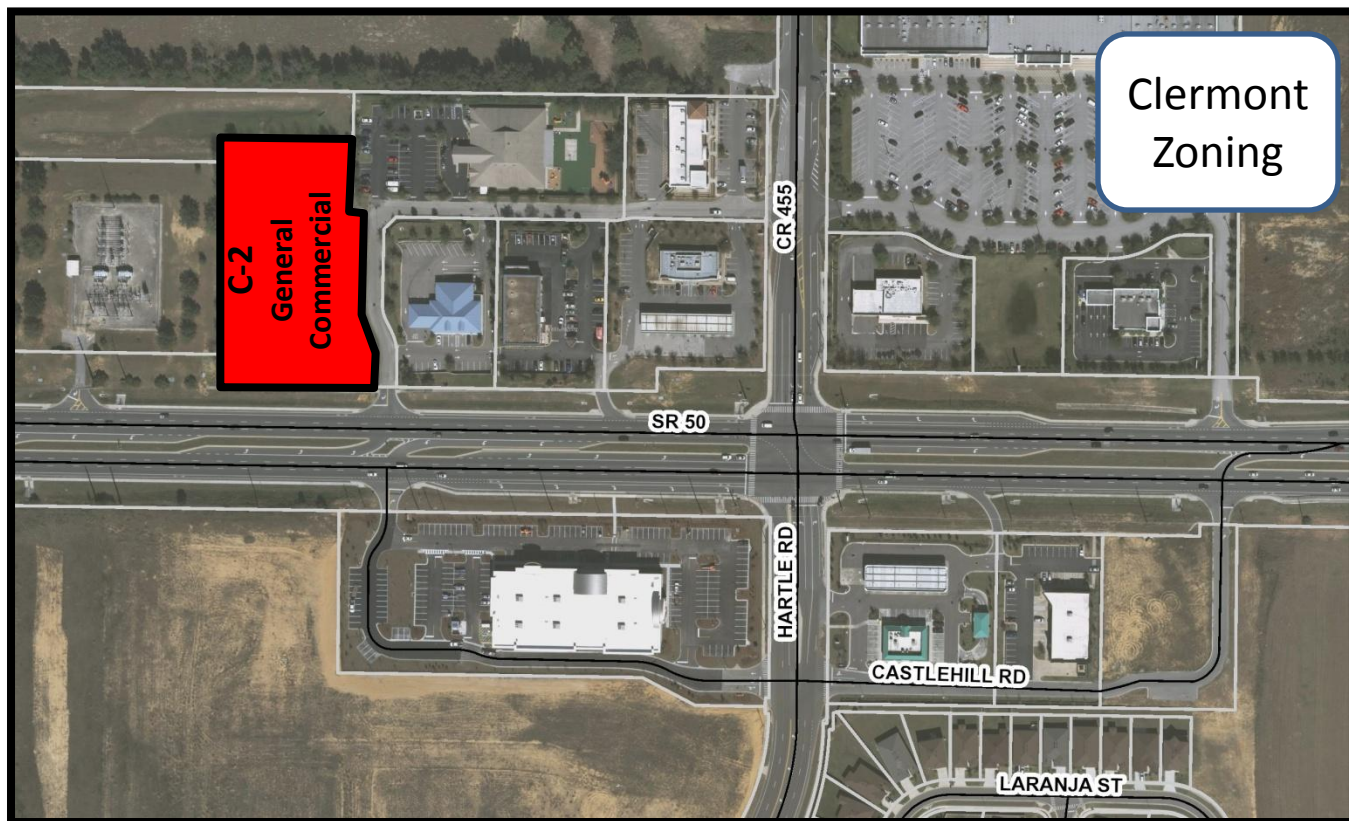


Exhibit – Zoning
Value Place Hotel



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.

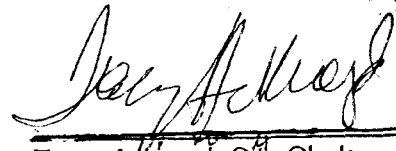
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 23 day of August, 2005.

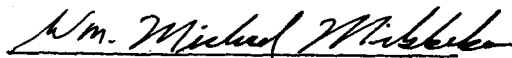
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Aekroyd, City Clerk

OWNER


SunDev Properties

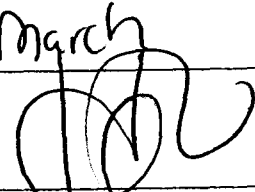
STATE OF FLORIDA
COUNTY OF ~~LAKE~~ Orange

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 Title Plan - 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
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

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														
Tuesday, April 28, 2015														
Agenda Item Name														
Ordinance No. 2015-52; <i>Introduction</i> Value Place Hotel														
Requested Action														
Move to introduce 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)														
<table border="0"><tr><td>1.</td><td>Ordinance</td><td>Value Place Hotel REZ ORD 2015-52.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 REZ legal ad.docx</td></tr></table>			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
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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

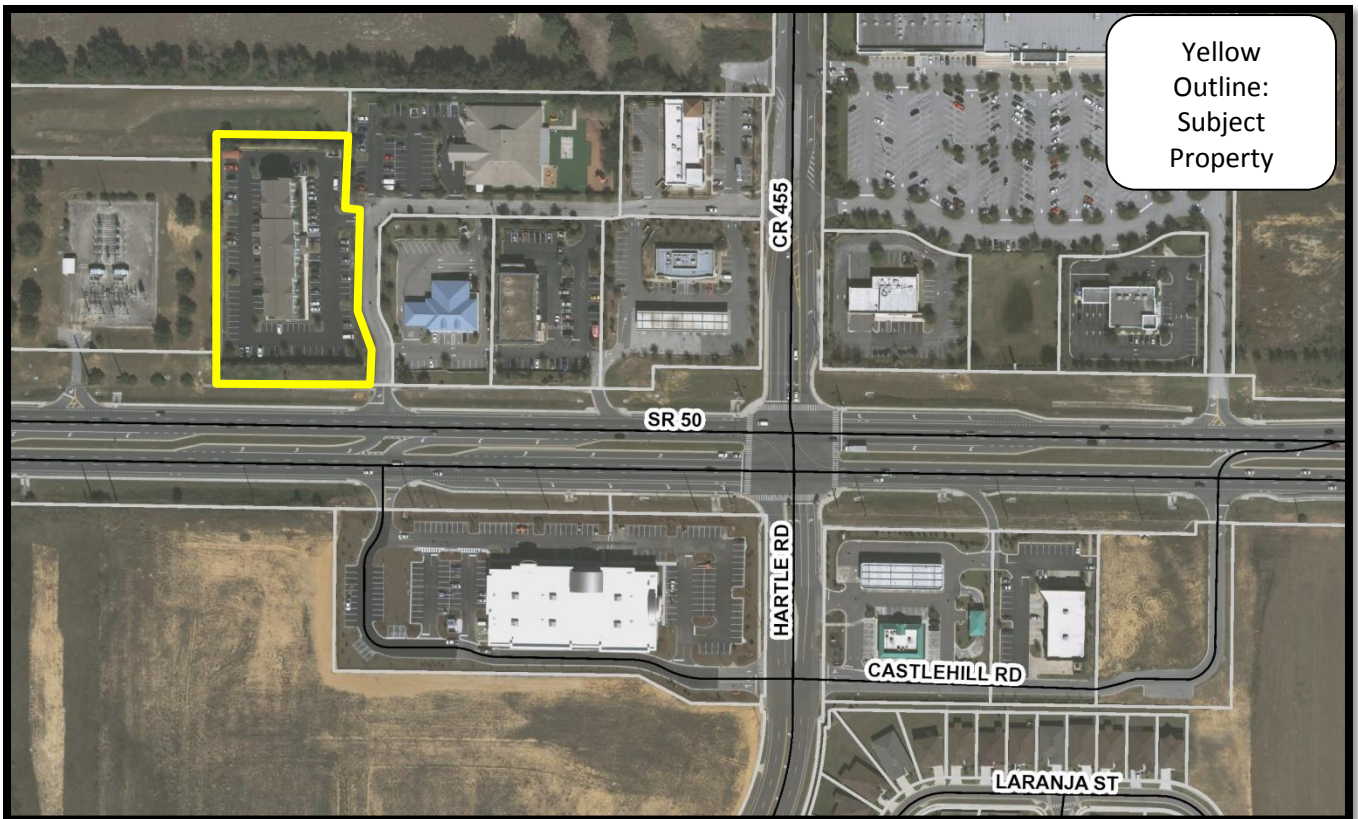


Exhibit – Future Land Use
Value Place Hotel

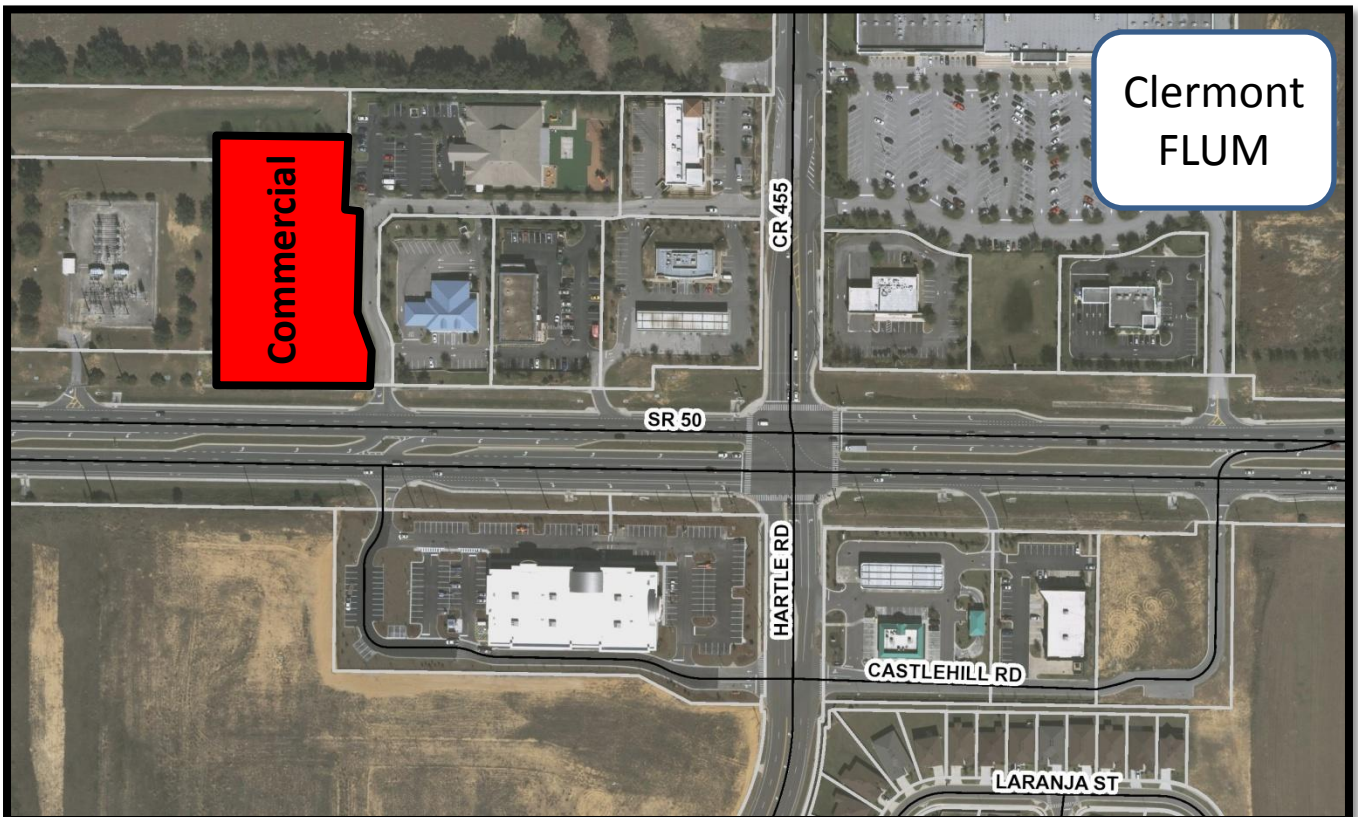
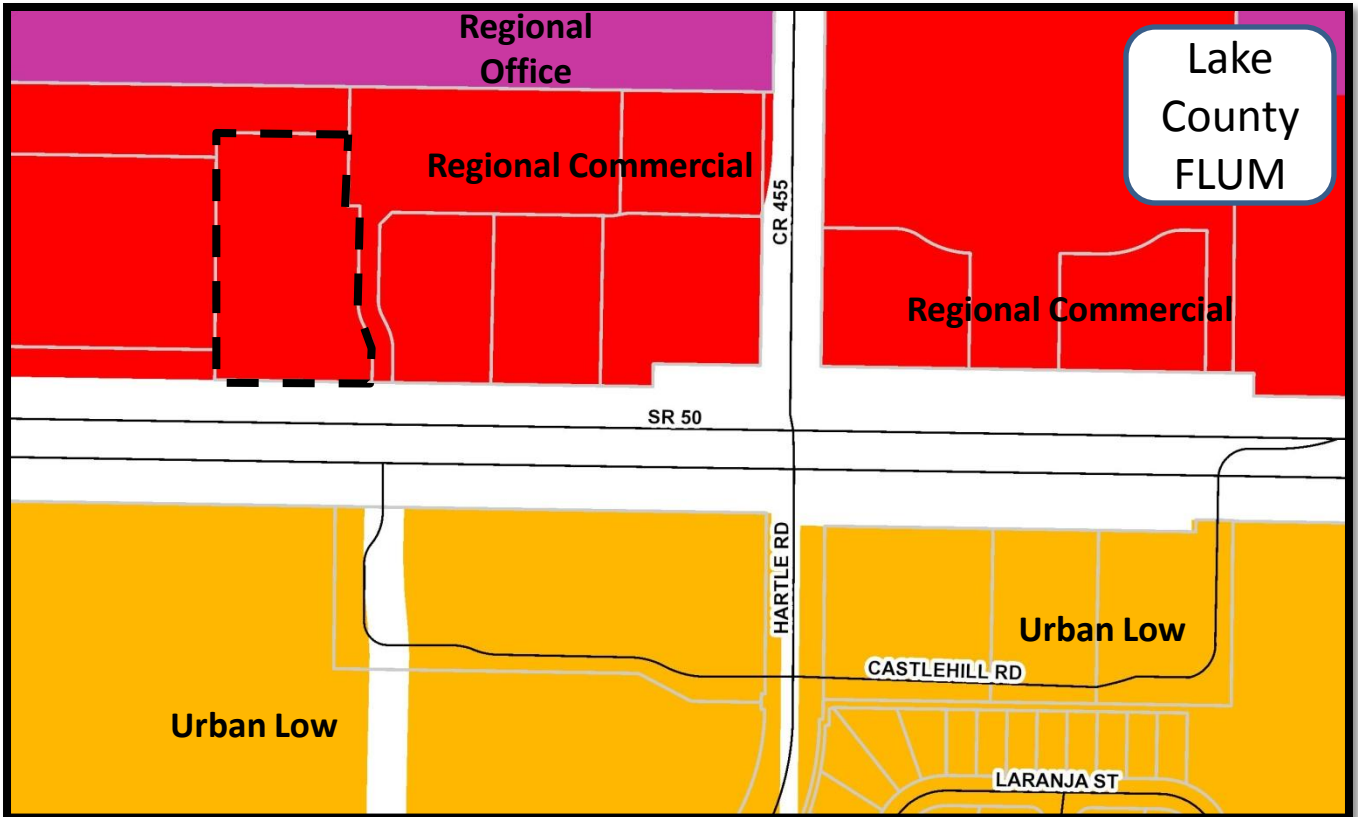
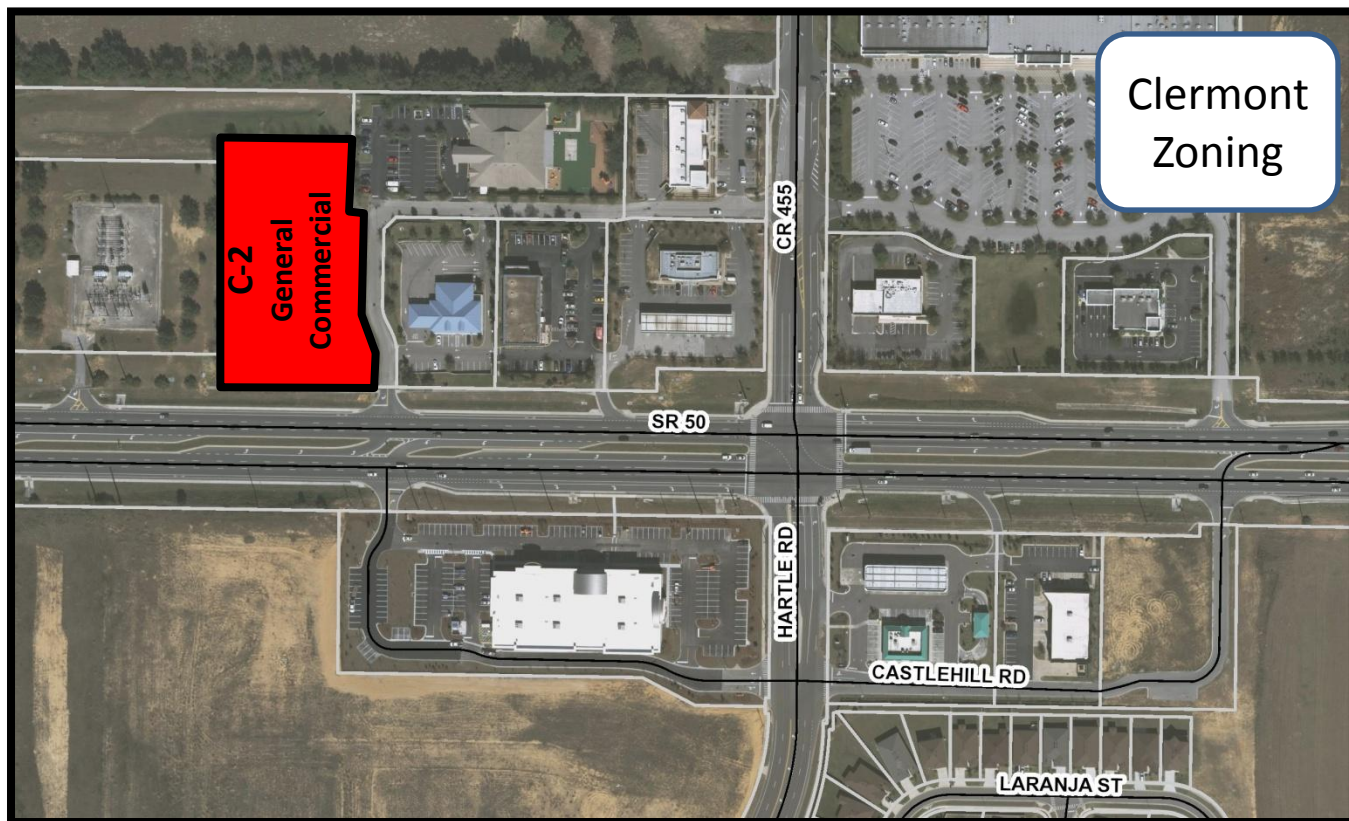


Exhibit – Zoning
Value Place Hotel



Lake
County
Zoning



Clermont
Zoning

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.

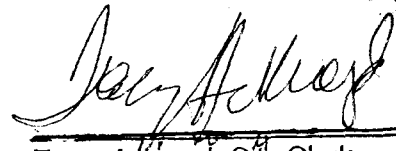
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 23 day of August, 2005.

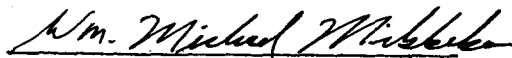
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Aekroyd, City Clerk

OWNER


SunDev Properties

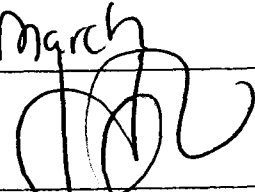
STATE OF FLORIDA
COUNTY OF ~~LAKE~~ Orange

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														
Tuesday, April 28, 2015														
Agenda Item Name														
Ordinance No. 2015-53; <i>Introduction</i> U-Haul														
Requested Action														
Move to introduce Ordinance 2015-53.														
Staff Report														
This administrative request is being heard concurrently with requests for a small-scale comprehensive plan amendment 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 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. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the annexation.														
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>U-haul ANN ORD 2015-53.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Uhaul Maps.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>Uhaul Utility Agreement.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>U-haul ANN legal ad.docx</td></tr></table>			1.	Ordinance	U-haul ANN ORD 2015-53.doc	2.	Maps	Uhaul Maps.pdf	3.	Utility Agreement	Uhaul Utility Agreement.pdf	4.	Legal ad	U-haul ANN legal ad.docx
1.	Ordinance	U-haul ANN ORD 2015-53.doc												
2.	Maps	Uhaul Maps.pdf												
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4.	Legal ad	U-haul ANN legal ad.docx												

CITY OF CLERMONT
ORDINANCE No. 2015-53

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property, dated June 12, 2007; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; and

WHEREAS, the City Council of the City of Clermont, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Florida, does hereby annex to and make part of its corporate boundaries; the following described property, to-wit:

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. 2015-53

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.

SECTION 5.

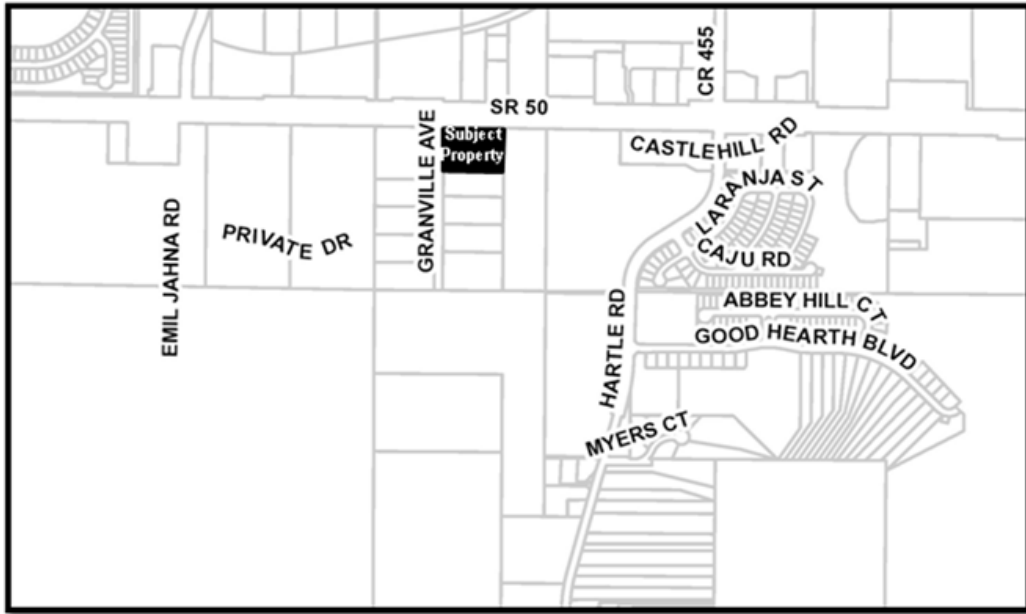
This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2015-53

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-53

3

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, 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

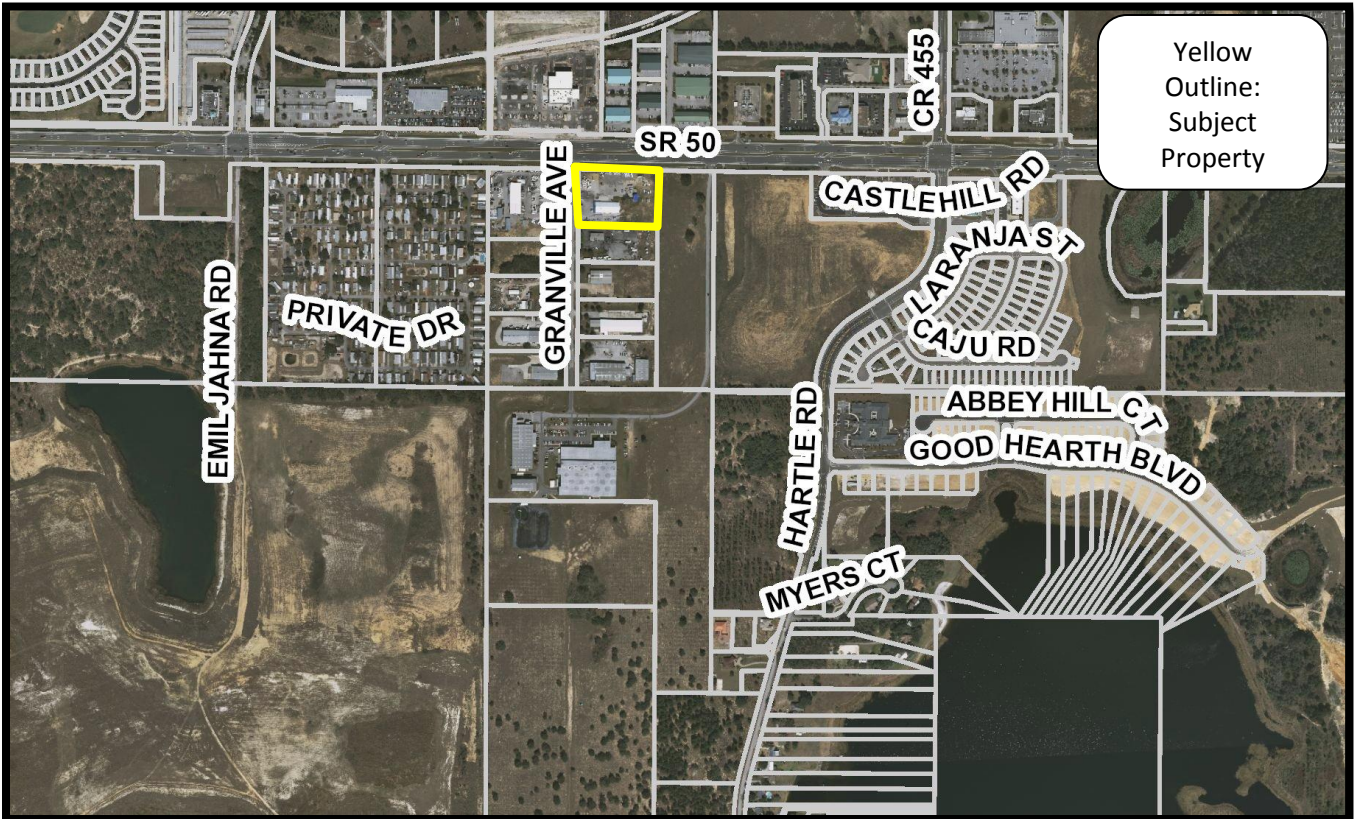
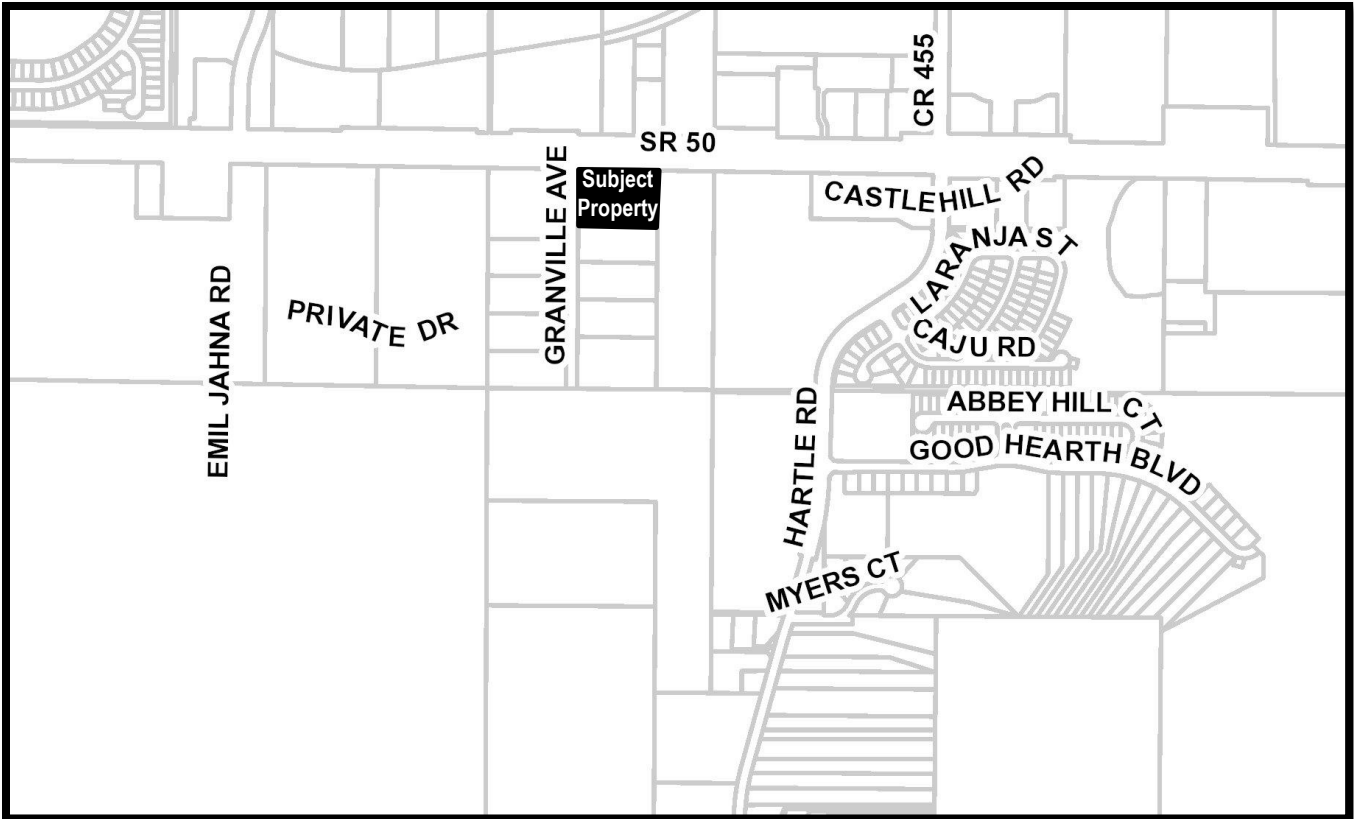


Exhibit – Future Land Use
U-Haul

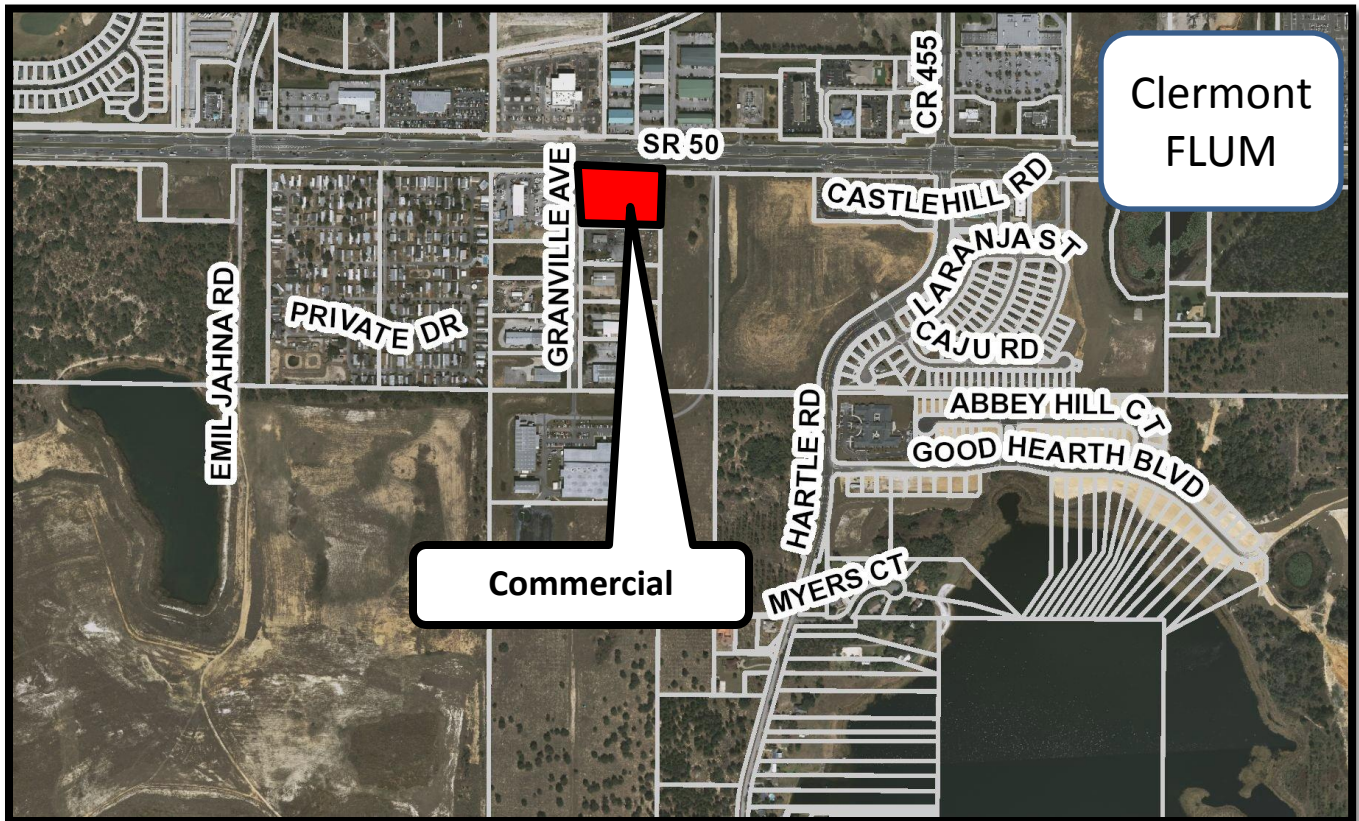
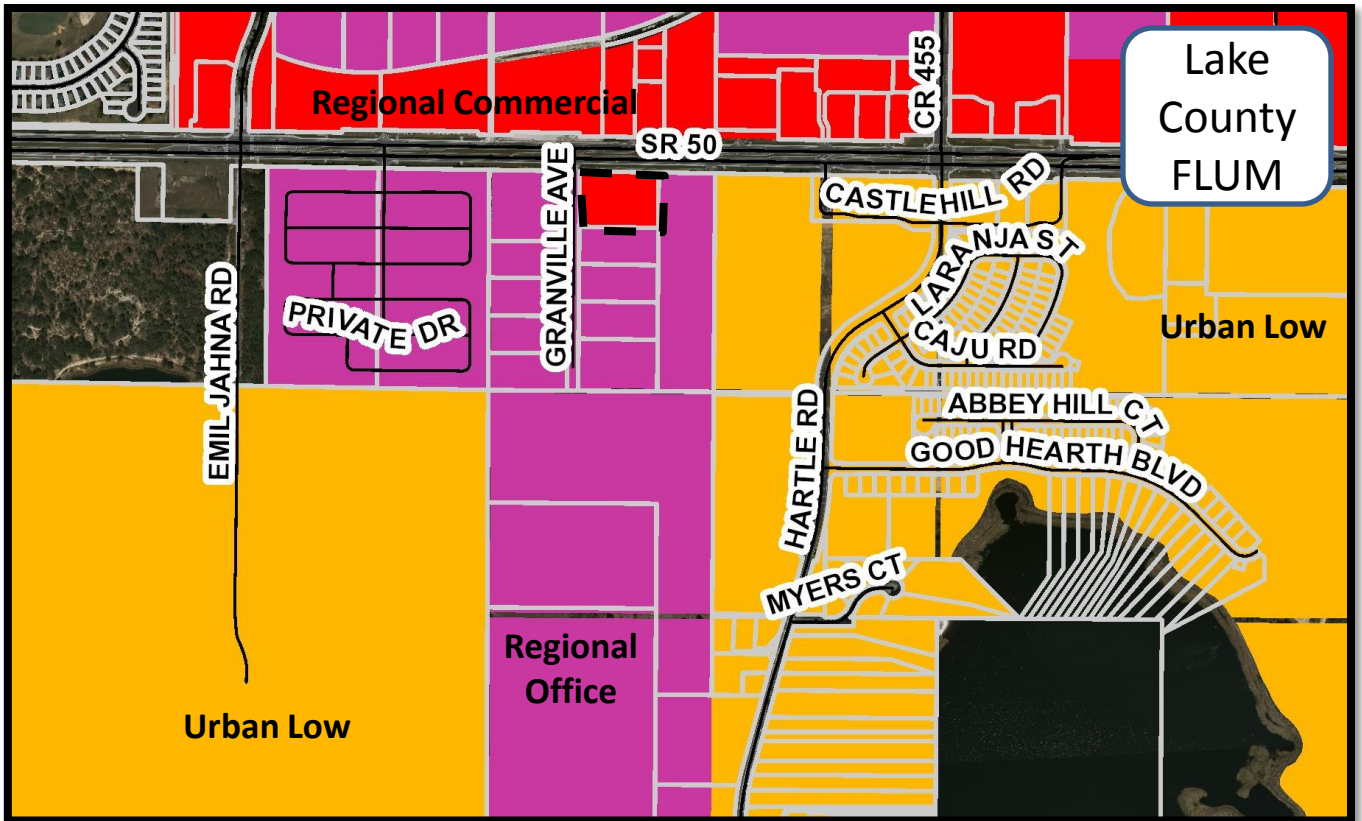
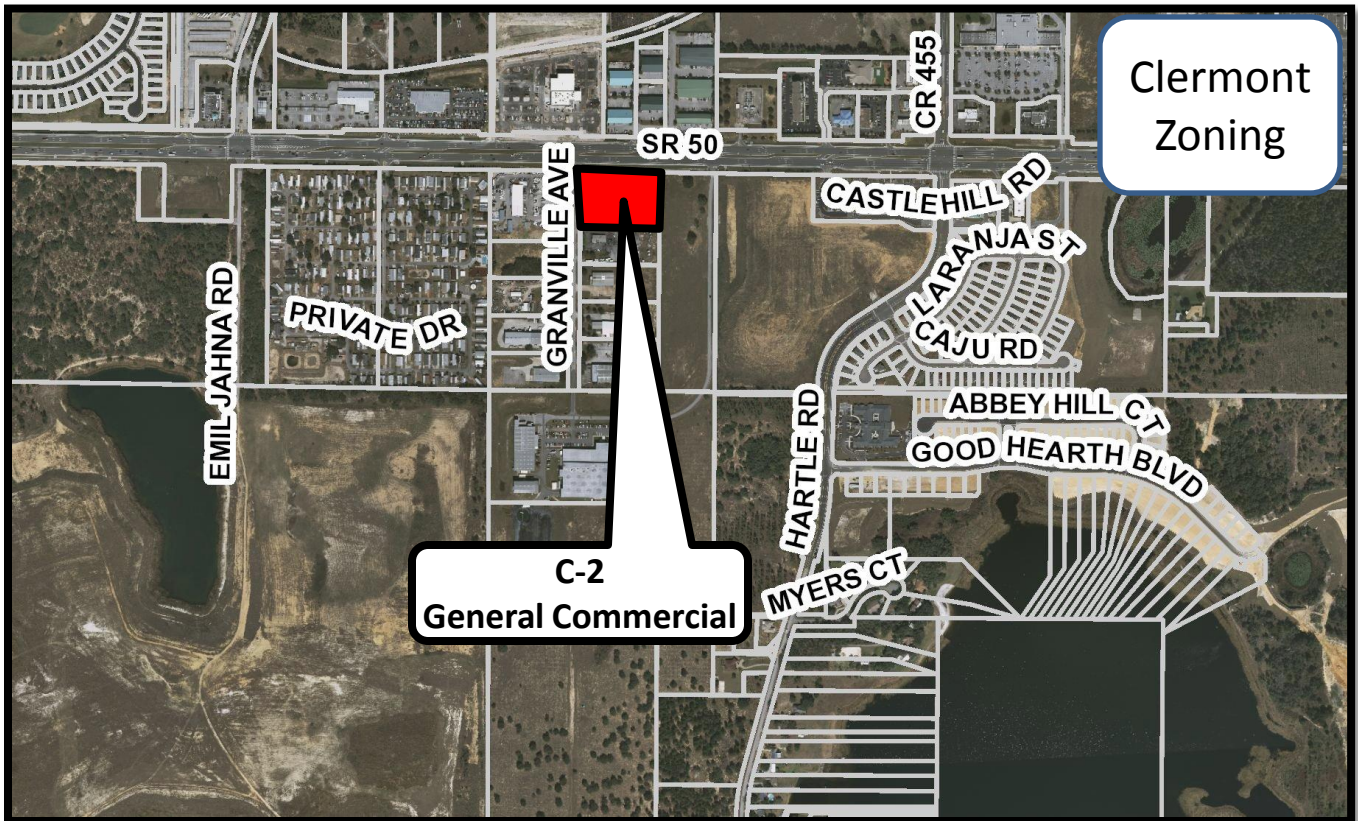
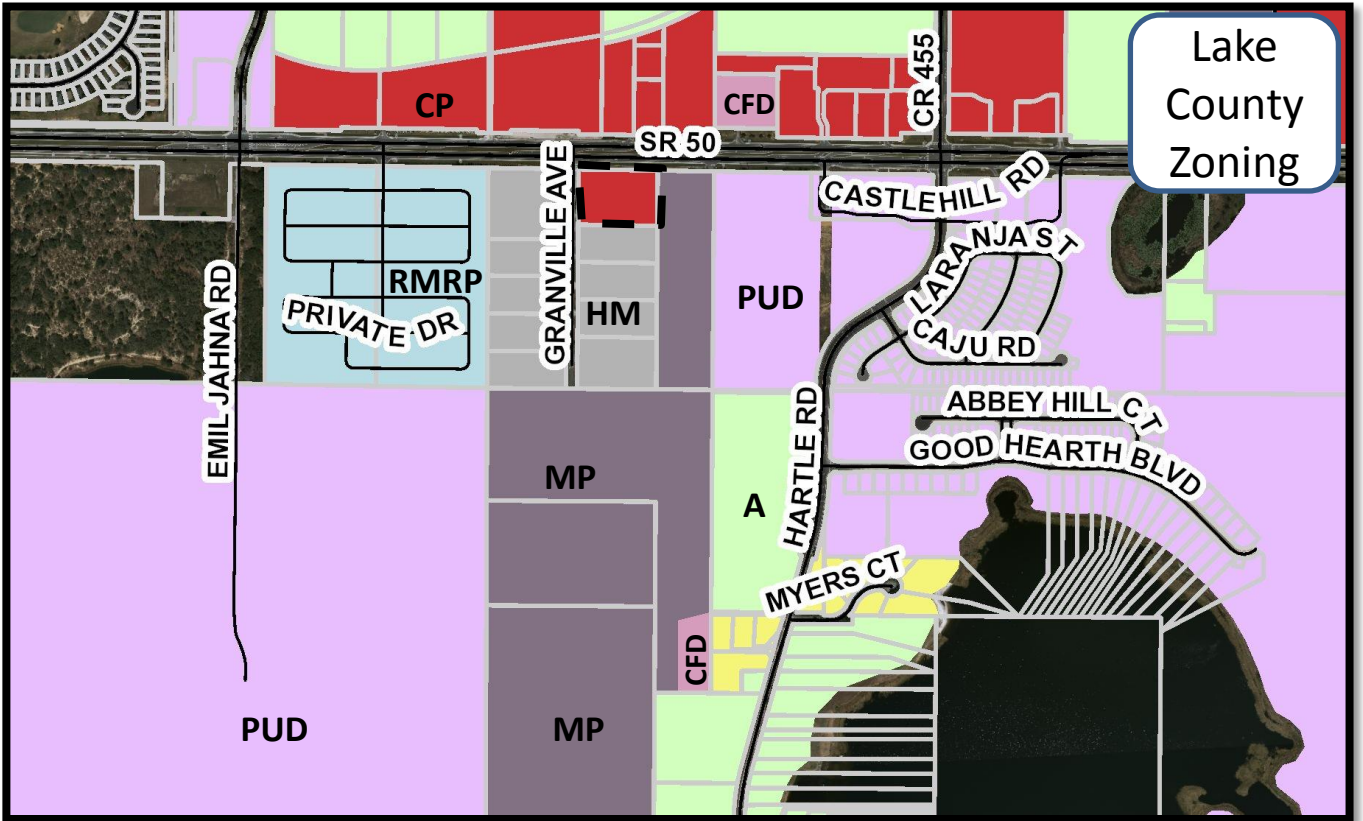


Exhibit – Zoning
U-Haul



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.
- 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.
- 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

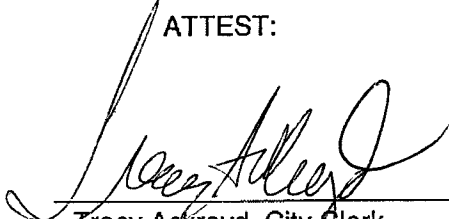
The effective date of this agreement shall be the day of execution of the agreement required hereunder.

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.

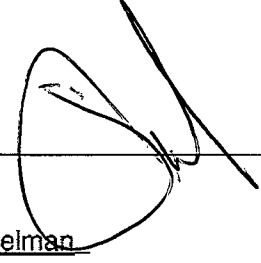
DATED this 12 day of June, 2007.

CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

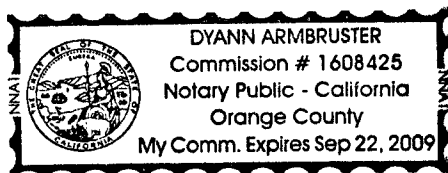
OWNER: United Rental (North America), Inc.
A Delaware Corporation

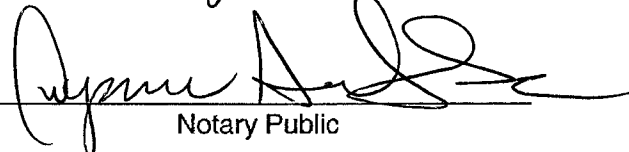
By:  Title: Senior Vice President
Signature
Steven E. Nadelman
Print Name

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

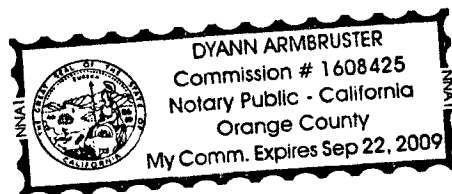
STATE OF CALIFORNIA

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



The quality of this image
is equivalent to the quality
of the original document.

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday May 12, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-53

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, 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

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, 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 will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
April 21, 2015 and April 28, 2015

Location map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 28, 2015		
Agenda Item Name		
Ordinance No. 2015-54; <i>Introduction</i> U-Haul		
Requested Action		
Move to introduce 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.

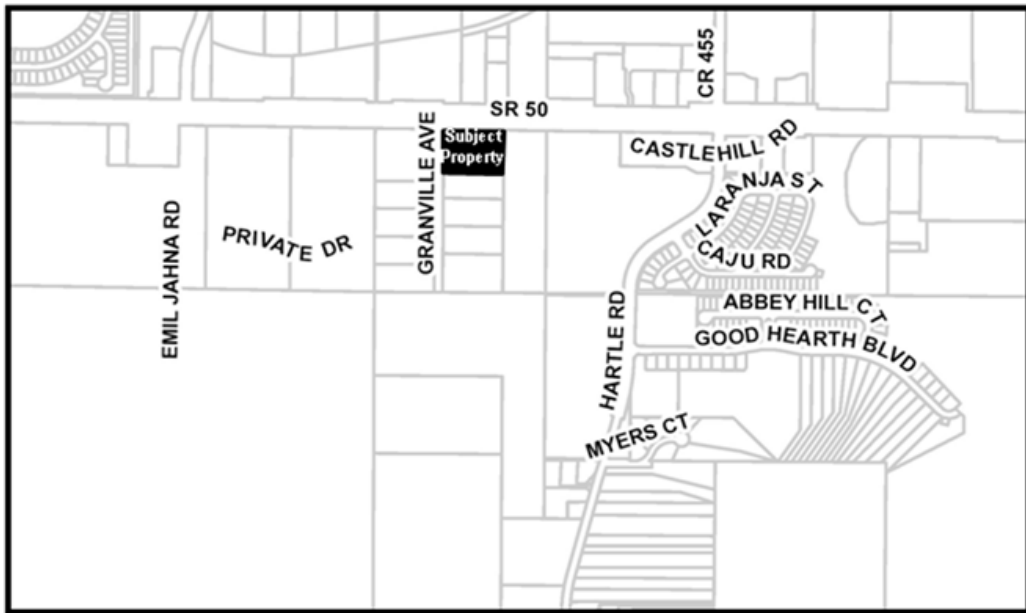
Section 3.

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

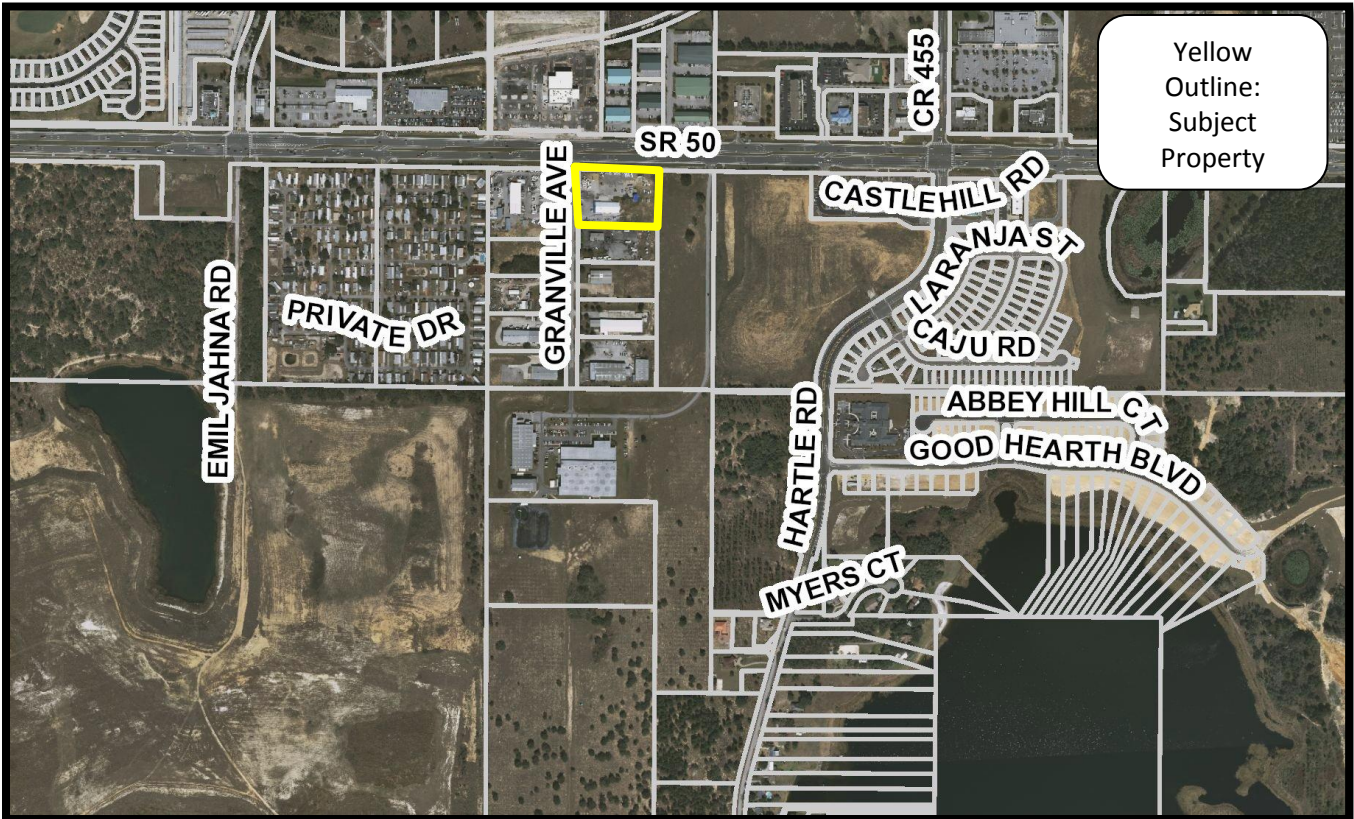
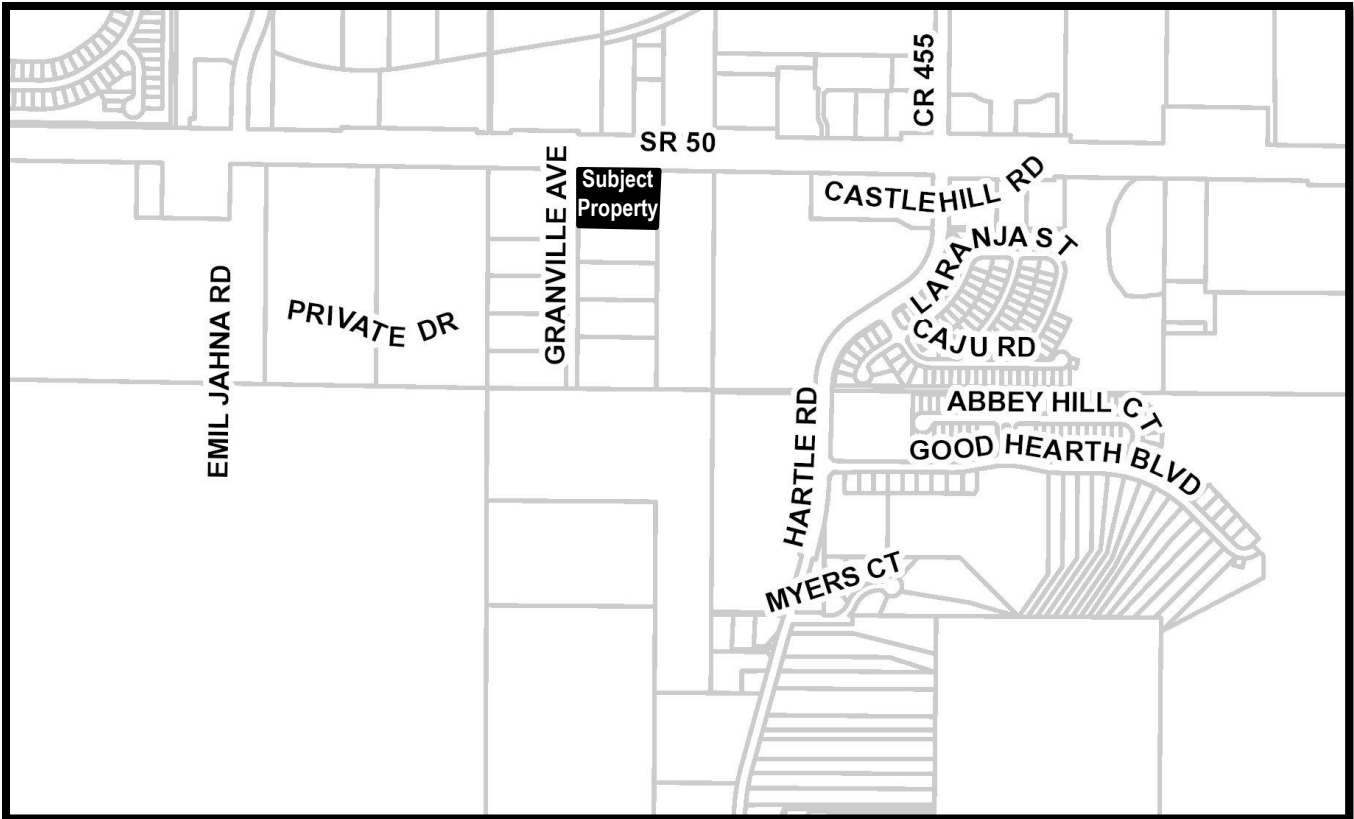


Exhibit – Future Land Use
U-Haul

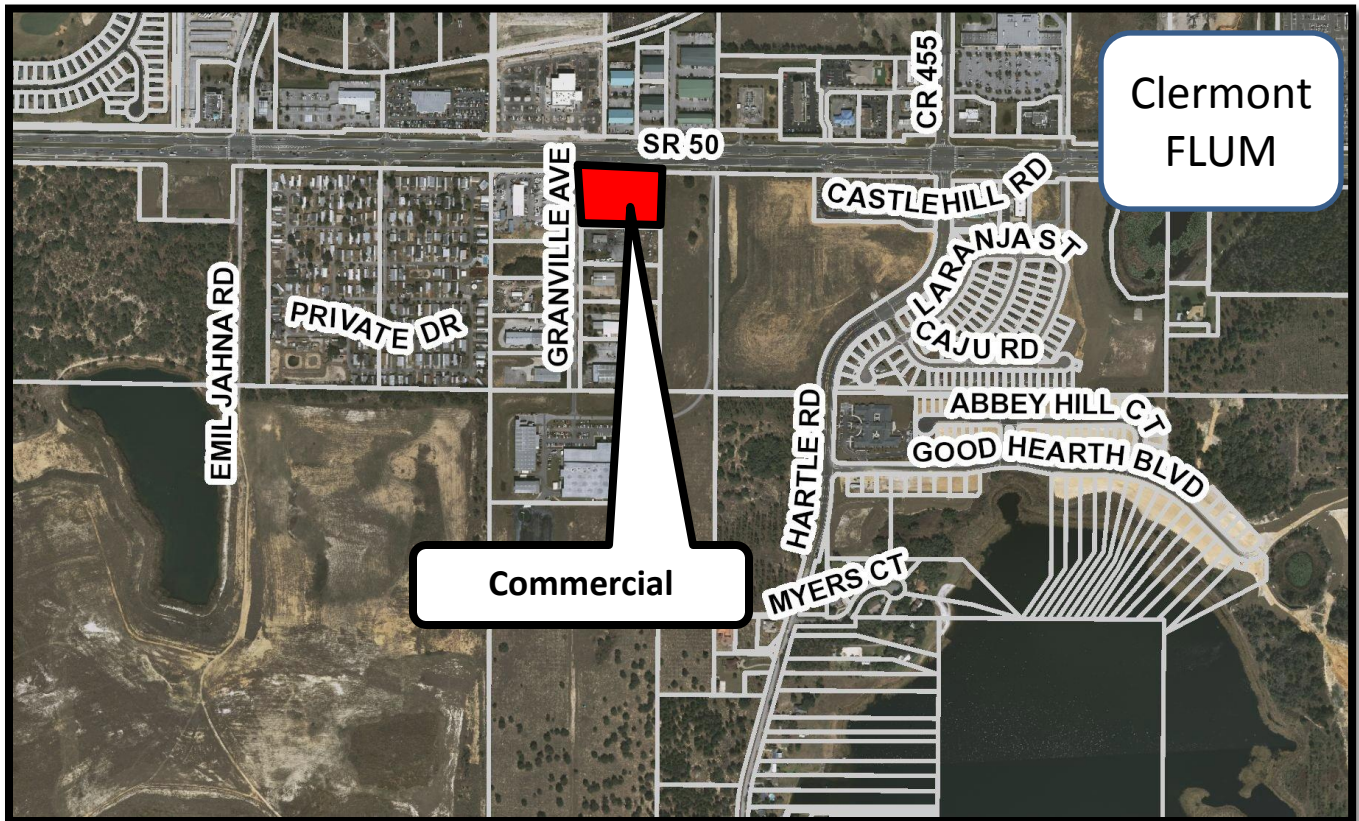
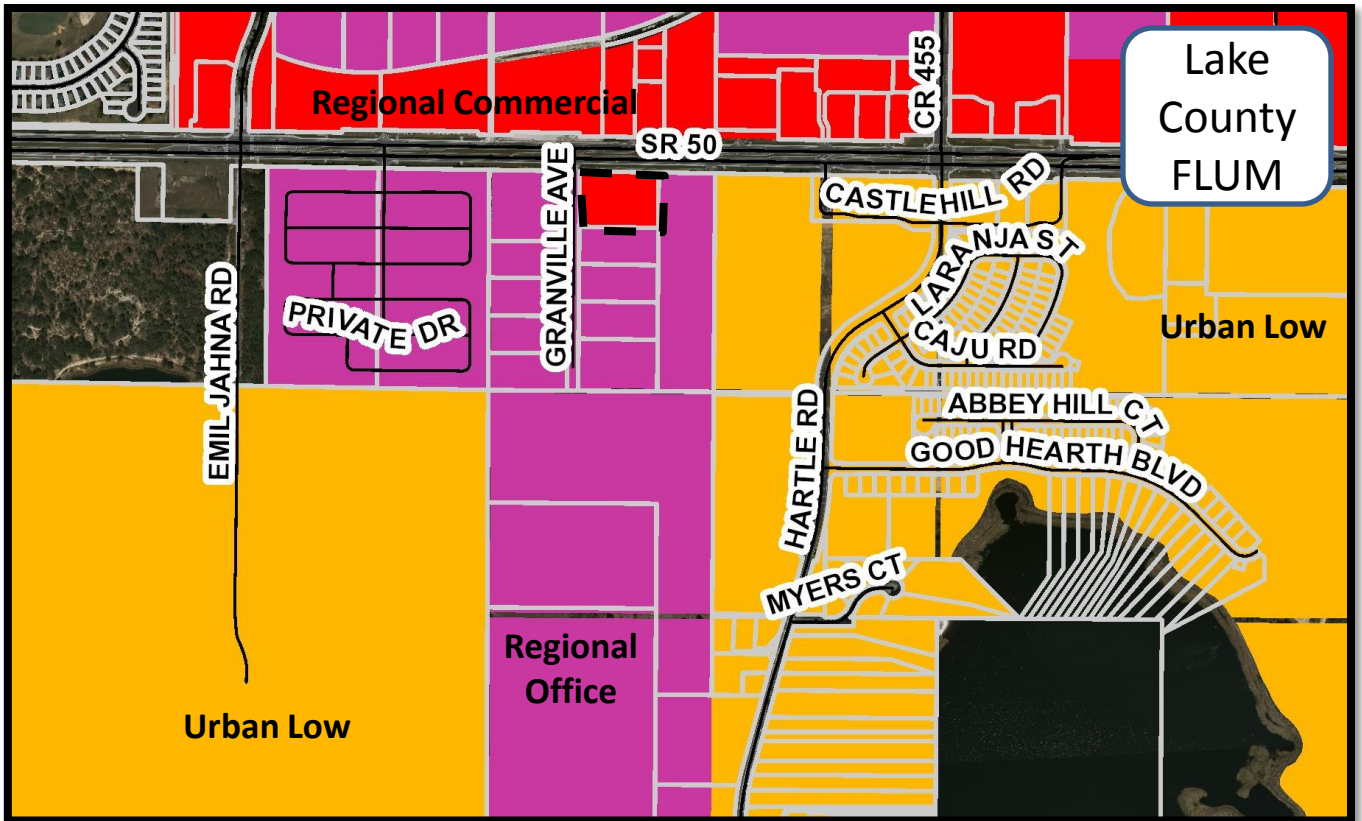
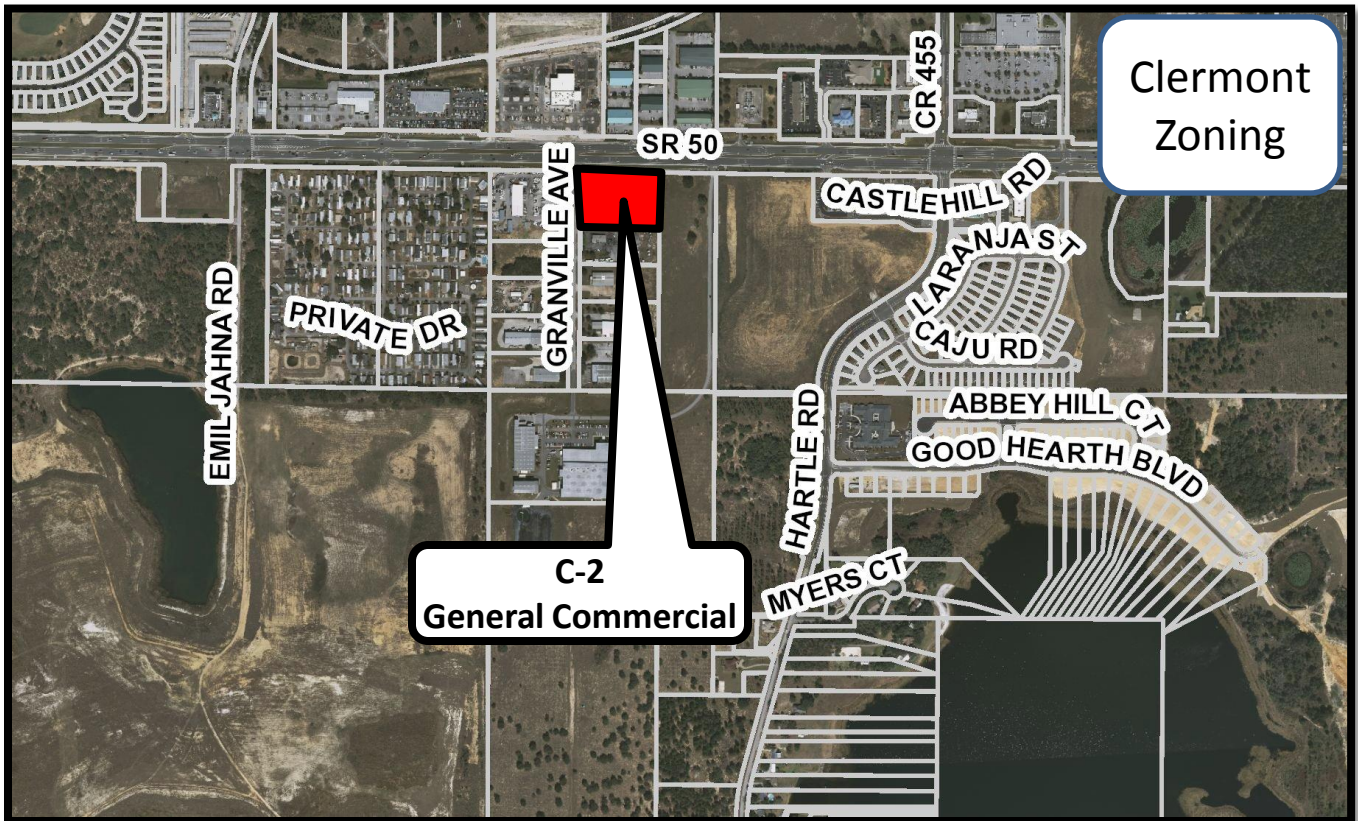
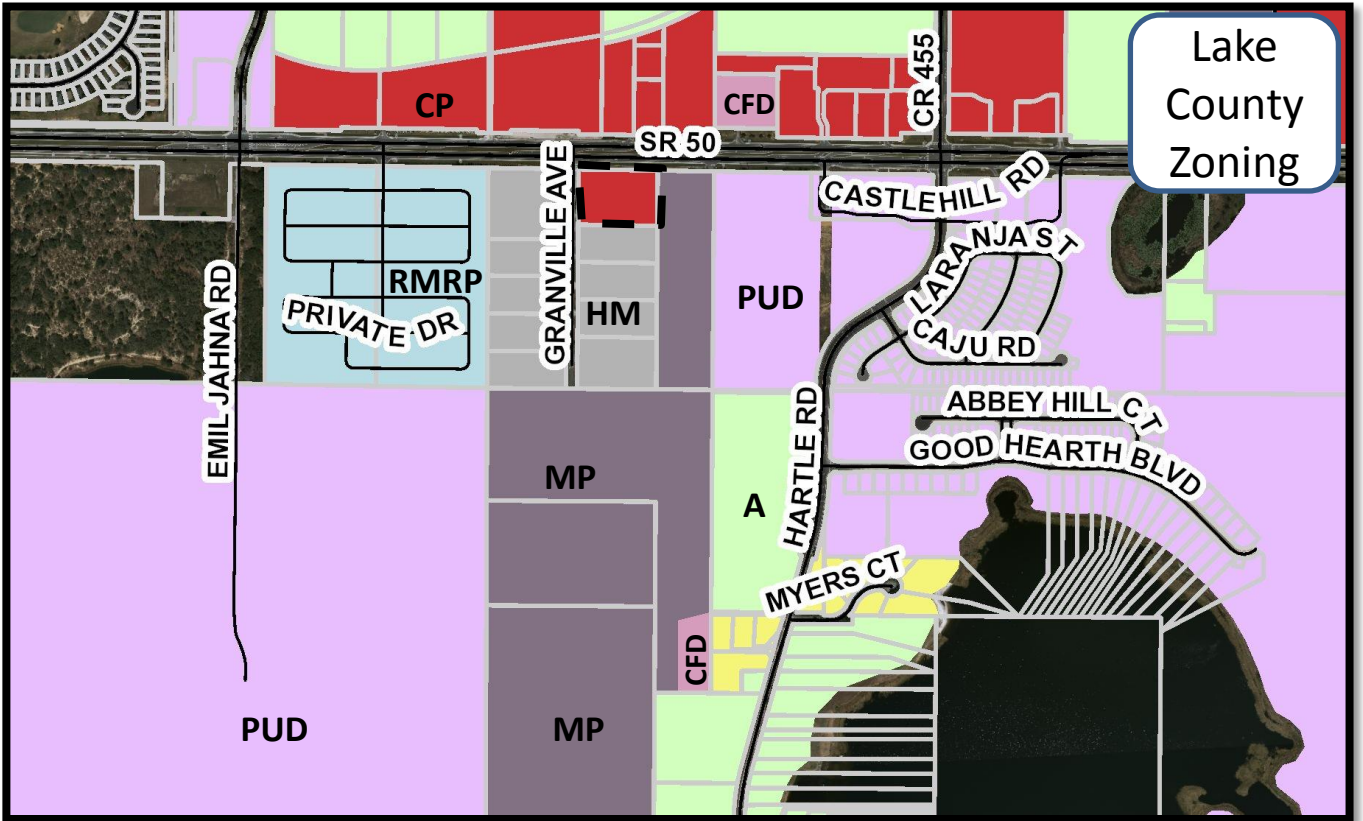


Exhibit – Zoning
U-Haul



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.
- 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.
- 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

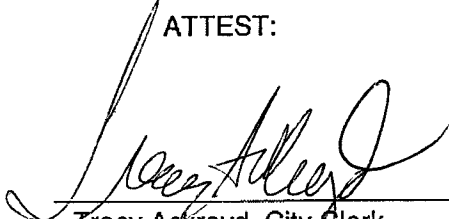
The effective date of this agreement shall be the day of execution of the agreement required hereunder.

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.

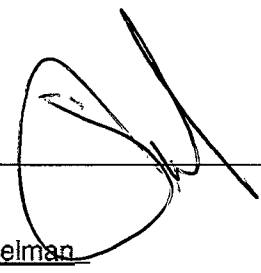
DATED this 12 day of June, 2007.

CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

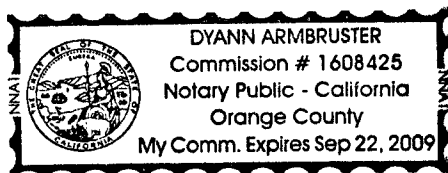
OWNER: United Rental (North America), Inc.
A Delaware Corporation

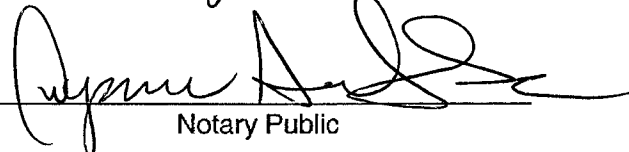
By:  Title: Senior Vice President
Signature
Steven E. Nadelman
Print Name

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

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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

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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

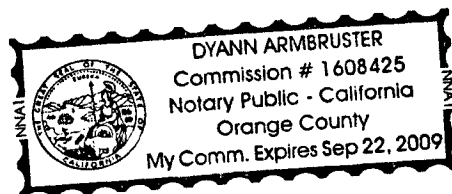
STATE OF CALIFORNIA

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



The quality of this image
is equivalent to the quality
of the original document.

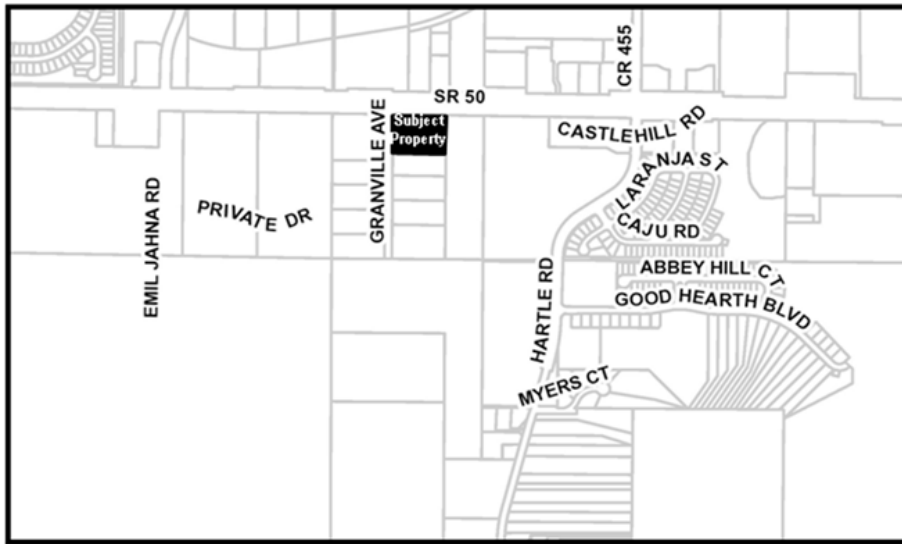
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2015-54

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														
Tuesday, April 28, 2015														
Agenda Item Name														
Ordinance No. 2015-55; <i>Introduction</i> U-Haul														
Requested Action														
Move to introduce 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)														
<table border="0"><tr><td>1.</td><td>Ordinance</td><td>U-haul REZ ORD 2015-55.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Uhaul Maps.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>Uhaul Utility Agreement.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>U-haul REZ legal ad.docx</td></tr></table>			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
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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:

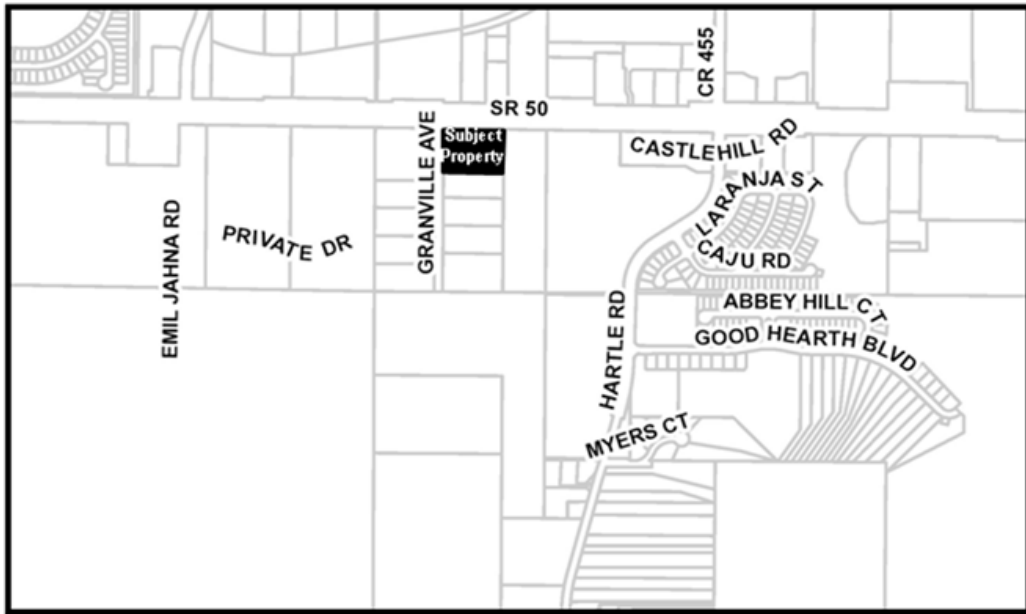
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from 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

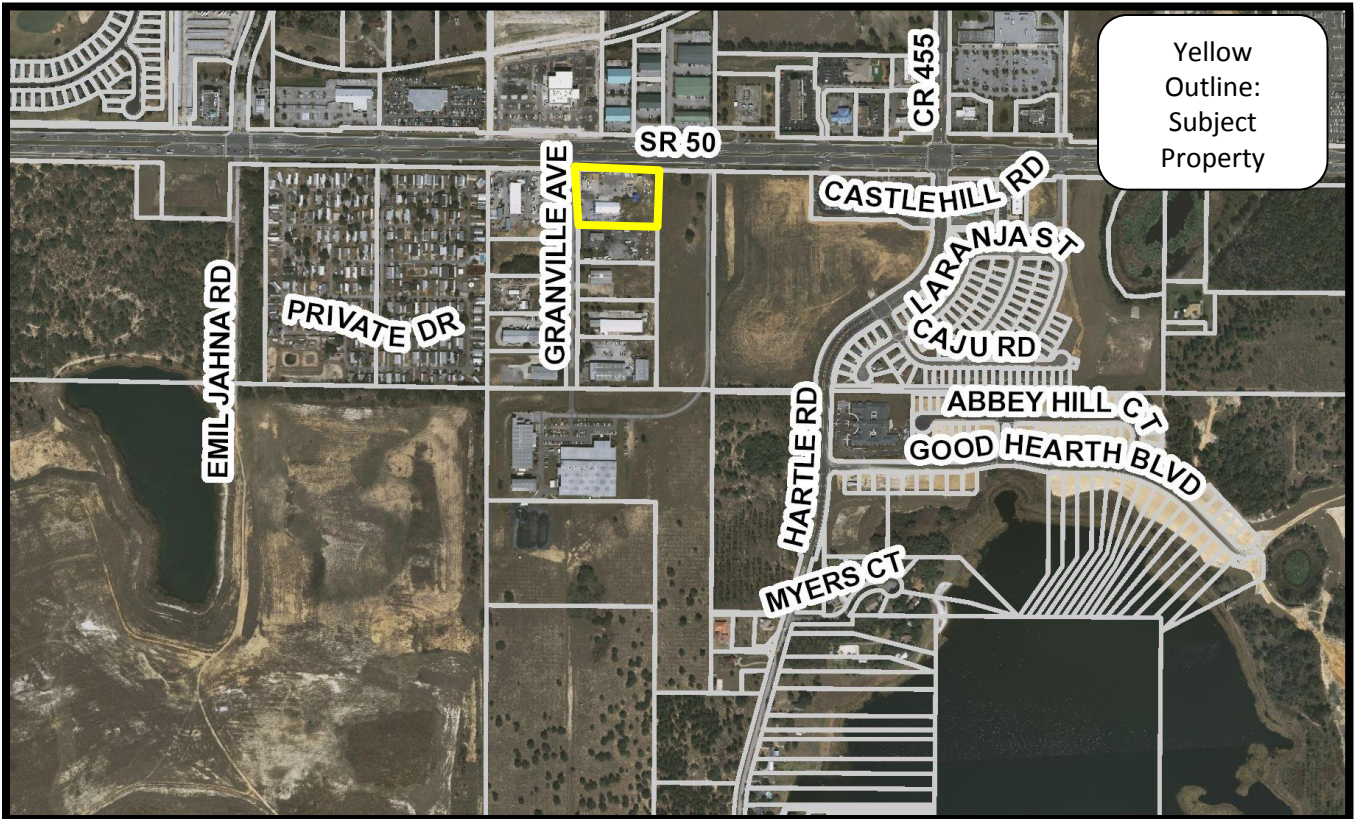
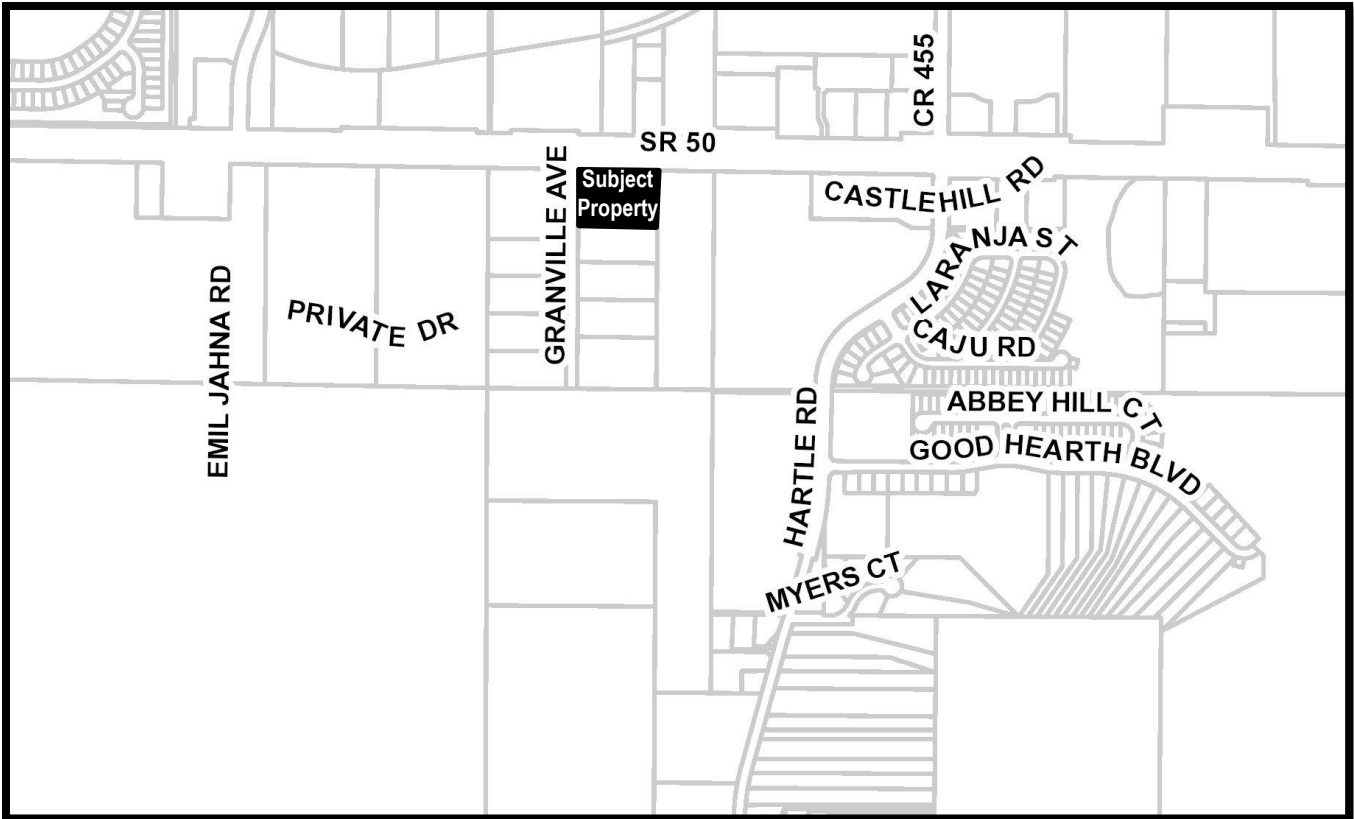


Exhibit – Future Land Use
U-Haul

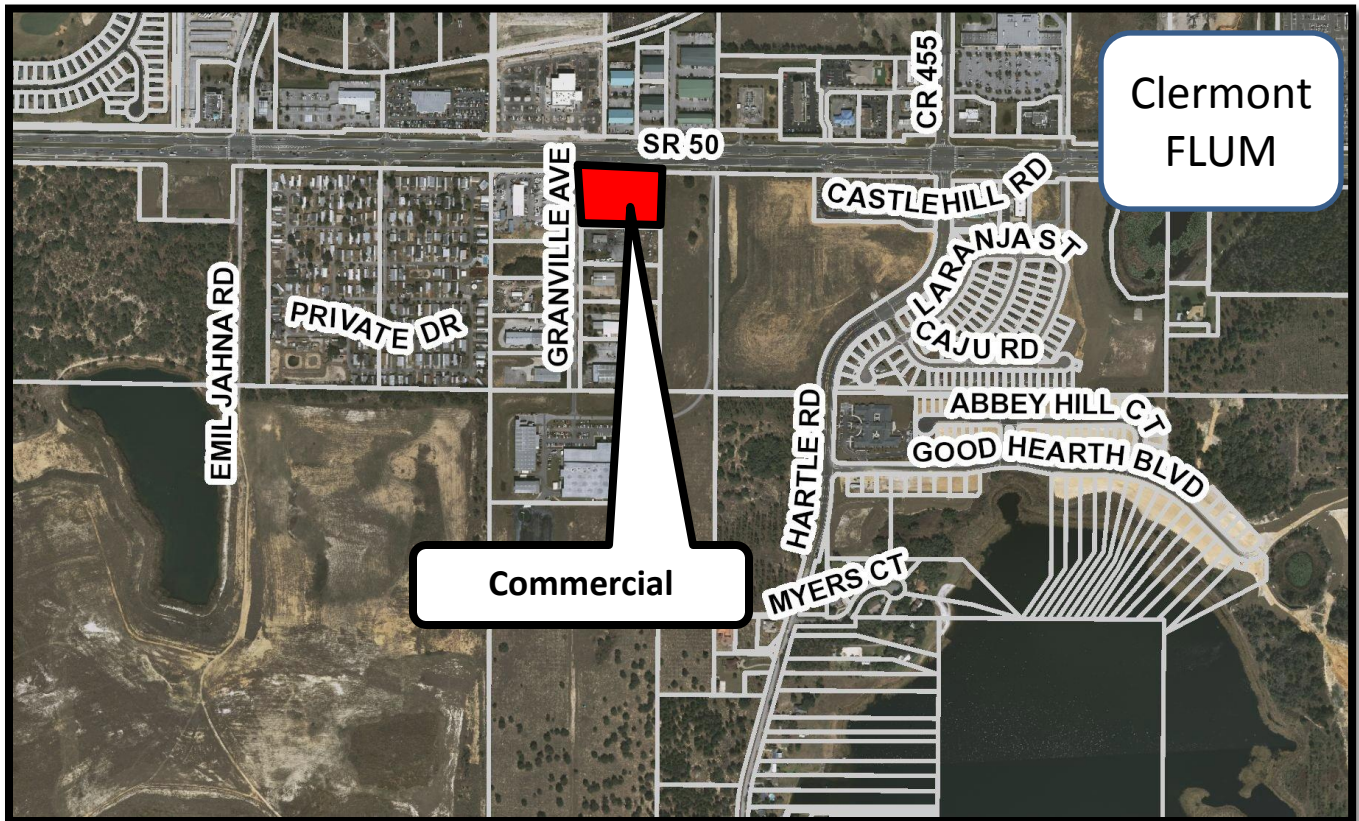
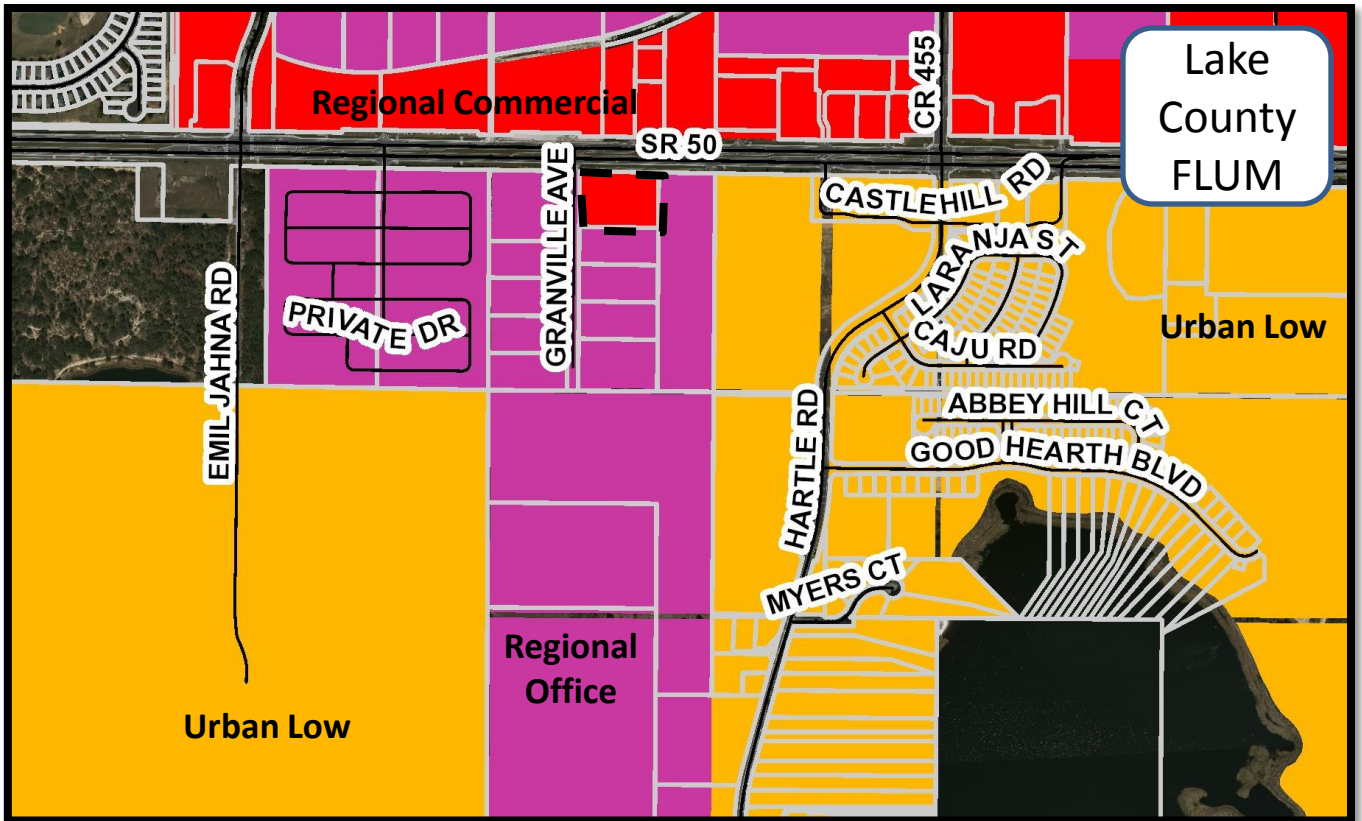
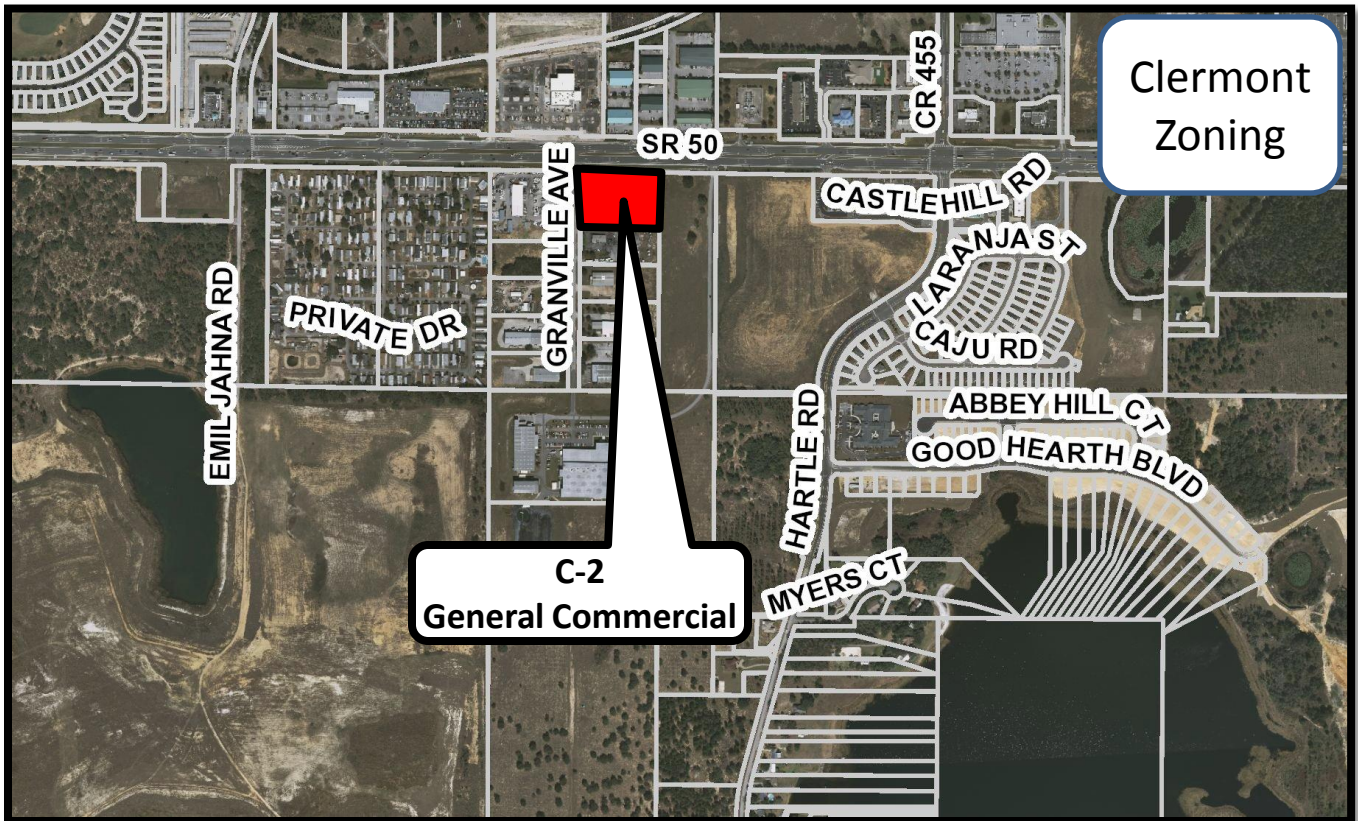
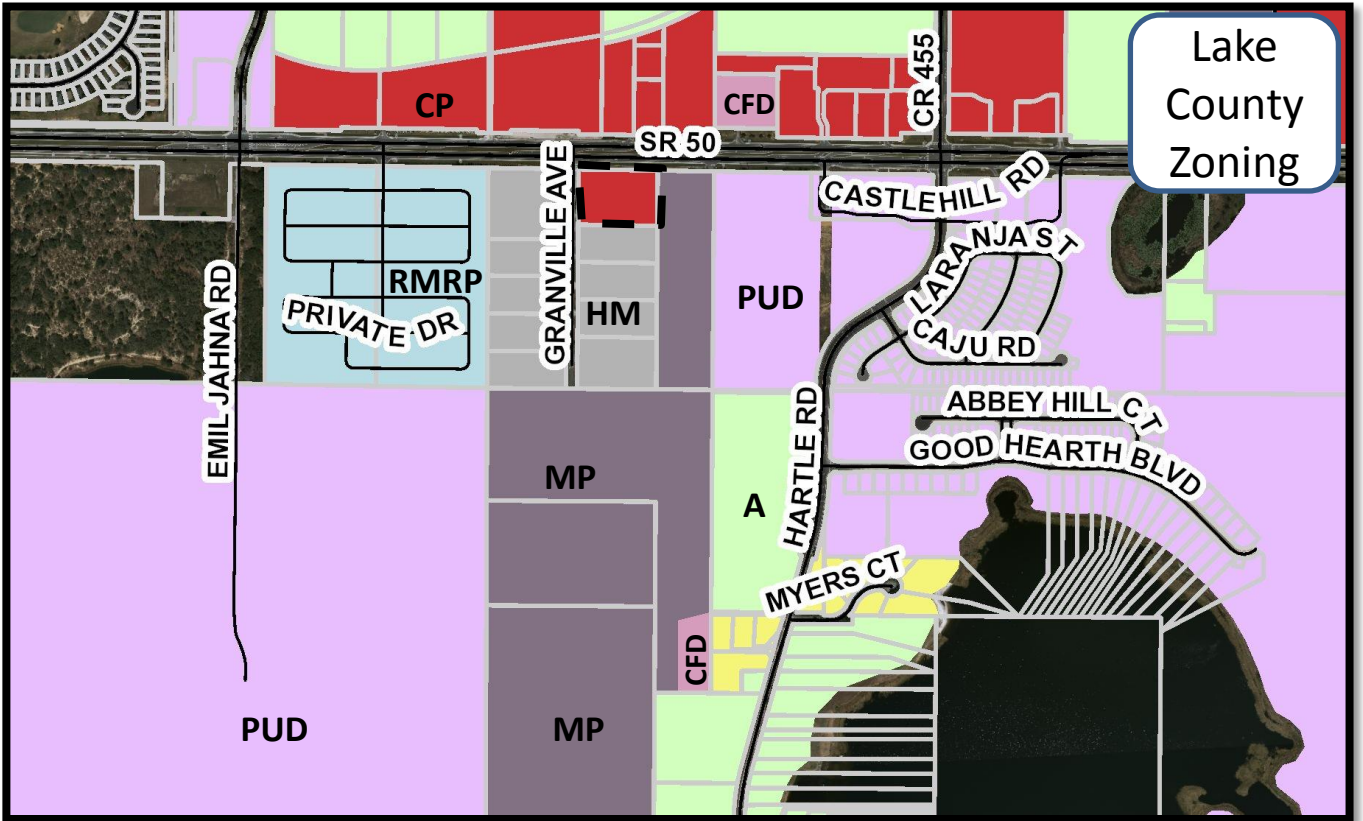


Exhibit – Zoning
U-Haul



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.
- 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.
- 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

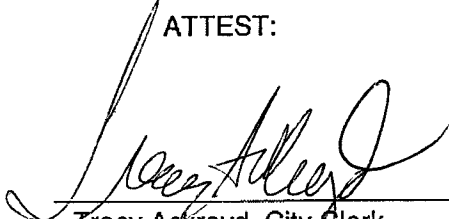
The effective date of this agreement shall be the day of execution of the agreement required hereunder.

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.

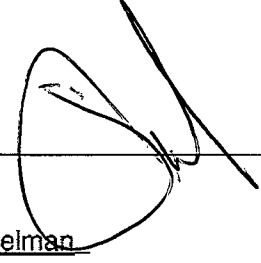
DATED this 12 day of June, 2007.

CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

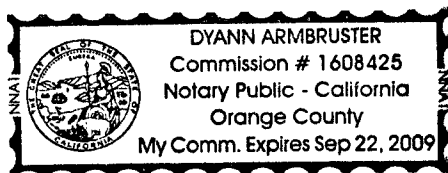
OWNER: United Rental (North America), Inc.
A Delaware Corporation

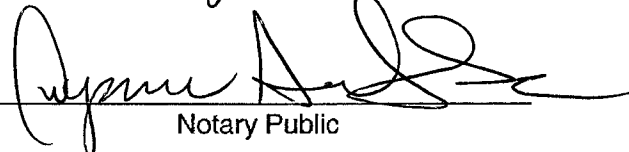
By:  Title: Senior Vice President
Signature
Steven E. Nadelman
Print Name

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

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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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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

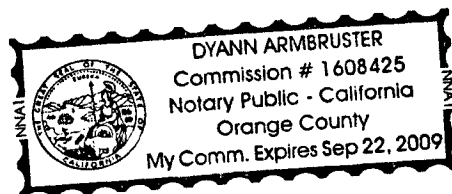
STATE OF CALIFORNIA

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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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