



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, May 12, 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

PRESENTATIONS

Drop Saver Poster contest winners

Cypress Ridge-Quilts for Books

PROCLAMATION

Water Reuse Week

National Public Works Week

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 - Professional Production and Broadcast
Services Agreement

Consider request to enter into an agreement with Dr. Anna Maria Productions at a cost of \$800.00 per month.

Item No. 2 - Resolution No. 2015-20

Consider approval of Resolution establishing "People" as a top priority for transportation.

UNFINISHED BUSINESS

Item No. 3 - Ordinance No. 2015-41; *Final*
BP

Consider an Ordinance to annex property located at 16431 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

CITY OF CLERMONT
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Item No. 4 - Ordinance No. 2015-42; *Final*
BP

Consider an Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located at 16431 State Road 50.

Item No. 5 - Ordinance No. 2015-43; *Final*
BP

Consider an Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16431 State Road 50.

Item No. 6 - Ordinance No. 2015-44; *Final*
Discount Tire

Consider an Ordinance to annex property located at 16407 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 7 - Ordinance No. 2015-45; *Final*
Discount Tire

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

Item No. 8 - Ordinance No. 2015-46; *Final*
Discount Tire

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

Item No. 9 - Ordinance No. 2015-47; *Final*
Harbor Federal

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

Item No. 10 - Ordinance No. 2015-48; *Final*
Harbor Federal

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

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Item No. 11 - Ordinance No. 2015-49; *Final*
Harbor Federal

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

Item No. 12 - Ordinance No. 2015-50; *Final*
Value Place Hotel

Consider an Ordinance to annex property located at 16311 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 13 - Ordinance No. 2015-51; *Final*
Value Place Hotel

Consider an Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located at 16311 State Road 50.

Item No. 14 - Ordinance No. 2015-52; *Final*
Value Place Hotel

Consider an Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16311 State Road 50.

Item No. 15 - Ordinance No. 2015-53; *Final*
U-Haul

Consider an Ordinance to annex property located at 13650 Granville Avenue, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 16 - Ordinance No. 2015-54; *Final*
U-Haul

Consider an Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located at 13650 Granville Avenue.

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Item No. 17 - Ordinance No. 2015-55; *Final*
U-Haul

Consider an Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 13650 Granville Avenue.

NEW BUSINESS

Item No. 18 - Variance Request
Coston

Consider variance request to allow for less than one canopy tree for a residential lot, for property located at 3623 Fairfield Drive.

Item No. 19 - Variance Request
Lagares-Gomez

Consider variance requests to allow a reduction of an interior side yard setback of less than 9 feet and a corner lot side street setback of less than 35 feet, for property located at 181 West Minnehaha Avenue.

Item No. 20 - Ordinance No. 2015-35; *Introduction*
Senninger Irrigation

Consider introduction of Ordinance to annex property located at 16220 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 21 - Ordinance No. 2015-36; *Transmittal*
Senninger Irrigation

Consider introduction of Ordinance to change the future land use from Lake County Regional Office to City Industrial for property located at 16220 State Road 50.

Item No. 22 - Ordinance No. 2015-37; *Introduction*
Senninger Irrigation

Consider introduction of Ordinance to change the zoning from UE Urban Estate to M-1 Industrial for property located at 16220 State Road 50.

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, May 12, 2015**

- | | |
|---|---|
| Item No. 23 - Ordinance No. 2015-59; <i>Introduction</i>
Thomas | Consider introduction of Ordinance to change the zoning from R-1 Single Family to R-2 Medium Density for property located along Prince Edward Avenue. |
| Item No. 24 - Ordinance No. 2015-60; <i>Introduction</i>
Magnolia Center | Consider introduction of Ordinance to annex properties located at 17330 State Road 50 and Pagonia Drive, in accordance with the Interlocal Service Boundary Agreement (ISBA). |
| Item No. 25 - Ordinance No. 2015-61; <i>Transmittal</i>
Magnolia Center | Consider introduction of Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for properties located at 17330 State Road 50 and Pagonia Drive. |
| Item No. 26 - Ordinance No. 2015-64; <i>Withdrawn</i>
Johns Lake Landing | Withdrawn |
| Item No. 27 - Ordinance No. 2015-65; <i>Introduction</i>
Piora | Consider introduction of Ordinance to change the zoning from R-1 Single Family to R-2 Medium Density for property located at Chestnut Street and West Avenue. |

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

AGENDA ITEM

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Meeting Date			
Tuesday, May 12, 2015			
Agenda Item Name			
Drop Saver Poster contest winners			
Requested Action			
Staff Report			
Mayor to present winners of the annual Drop Saver poster contest.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			

City of Clermont Proclamation

WHEREAS, safe, clean and sustainable water resources are essential to Florida's environment, economy, citizens, and visitors; and

WHEREAS, although Florida's water supplies are limited, the state's population and need for water resources continue to increase; and

WHEREAS, water reuse provides a means for conserving and augmenting Florida's precious water resources and is key to the State's sustainable water future; and

WHEREAS, Florida has established the encouragement and promotion of water reuse as state objectives in Chapters 373 and 403, Florida Statutes; and

WHEREAS, Florida has risen to be the national leader in water reuse; reusing 263 billion gallons of reclaimed water in 2011 to conserve freshwater supplies and replenish our rivers, streams, lakes, and aquifers; and

WHEREAS, the City of Clermont has joined with the State of Florida, the Florida Department of Environmental Protection, and the St. Johns River Water Management District in encouraging and promoting water reuse and conservation; and

WHEREAS, the City of Clermont has implemented a water reuse program and encourages efficient and effective water reuse and conservation;

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 17 through May 23, 2015 as

Water Reuse Week

IN WITNESS WHEREOF, I, Gail L. Ash, Mayor of the City of Clermont, have hereunto set my hand this 12th day of May, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, MMC
City Clerk

City of Clermont
Proclamation
National Public Works Week

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as streets, parks, highways, public buildings, water, sewers, and solid waste collection; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform;

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 week of May 17 through May 23, 2015 as

National Public Works Week

in the City of Clermont, and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

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 12th day of May, two thousand fifteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 12, 2015		
Agenda Item Name		
Professional Production and Broadcast Services Agreement		
Requested Action		
Move to approve agreement with Dr. Anna Marie Productions.		
Staff Report		
Dr. Anna Maria Productions team currently manages Lakefront TV in Lake County and provides programming to Orange County's government access channel's Orange TV and Vision TV. The services provided include Television, Website, and Digital Out-of-Home platforms; show sponsorship, monthly television show focusing on the City, and a monthly Community Spotlight.		
Additional Analysis		
Fiscal Impact Summary		
Annual fiscal impact is \$9,600.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Agreement	Dr Anna Marie Productions.docx	
2. Exhibit A	Dr Anna Marie Productions Exh A.docx	

**PROFESSIONAL PRODUCTION AND BROADCAST
SERVICES AGREEMENT**

THIS AGREEMENT, made this 12th day of May 2015, between the City of Clermont, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and Dr. Anna Marie, Inc. 27650 SE Hwy 42, Umatilla, FL 32784-8750 (hereinafter referred to as "DR. ANNA MARIE PRODUCTIONS").

WITNESSETH

NOW THEREFORE, in consideration of the covenants, representations and agreements herein contained, the parties agree as follows:

1. **SCOPE OF SERVICES/COMPENSATION SCHEDULE:** The CITY agrees to and does engage DR. ANNA MARIE PRODUCTIONS to perform the professional production services and provide broadcast on Lake Front TV, for compensation as set forth in the Scope of Services and Compensation Schedule attached hereto and incorporated herein as Exhibit "A".

- a. As a condition precedent to receiving payment, DR. ANNA MARIE PRODUCTIONS shall have been authorized to proceed by CITY, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice.
- b. CITY shall pay all valid, approved and undisputed invoices within thirty (30) days of receipt from DR. ANNA MARIE PRODUCTIONS. In the event that CITY disputes any invoice submitted, it shall advise DR. ANNA MARIE PRODUCTIONS in writing and said invoice shall not be deemed due and payable under this agreement. Neither the CITY's review approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the DR. ANNA MARIE PRODUCTIONS shall be liable to CITY for any and all damages to CITY caused by the DR. ANNA MARIE PRODUCTIONS' negligent or wrongful performance of any of the services furnished under this Agreement.
- c. DR. ANNA MARIE PRODUCTIONS agrees to assign qualified professionals to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of CITY during the term of this Agreement. All services provided shall be performed in accordance with this Agreement and with any and all applicable law, professional standards and guidelines. CITY may request DR. ANNA MARIE PRODUCTIONS to make changes in the scope of services or make revisions to the work performed. Any changes or revisions requested by CITY that are not due to DR. ANNA MARIE PRODUCTIONS' error, omission or negligence will be incorporated into the scope of services by written amendment to this agreement and DR. ANNA MARIE PRODUCTIONS, may be entitled to additional compensation upon the written agreement of the parties.

2. **AUTHORIZATION TO PROVIDE SERVICES:** DR. ANNA MARIE PRODUCTIONS shall not be authorized to provide any services as set forth above until such time as DR. ANNA MARIE PRODUCTIONS has received specific authorization from the City Manager, or his designee.

3. **TERM.** This Agreement shall take effect when executed by both parties and shall continue, until terminated as provided in Section 4 below.

4. **TERMINATION.**

a. The non-breaching party upon breach of the terms and conditions contained herein, may terminate this Agreement at any time and immediately..

b. Additionally, CITY shall have the right to terminate the agreement, for any reason, upon thirty (30) days written notice to the DR. ANNA MARIE PRODUCTIONS. In the event of termination by the CITY pursuant to this section 4b, DR. ANNA MARIE PRODUCTIONS shall be compensated in accordance with the services completed and accepted, as of the date of the termination and as set forth in Exhibit "A".

5. **RESPONSIBILITIES OF DR. ANNA MARIE PRODUCTIONS.** In addition to all other responsibilities provided herein, DR. ANNA MARIE PRODUCTIONS expressly understands and agrees that, through the above-referenced assigned personnel, it shall perform all of the services required in Exhibit "A", and further agrees as follows:

a. DR. ANNA MARIE PRODUCTIONS may retain subcontractors to provide any of the services contemplated herein. Said subcontractors shall be used at the sole expense of DR. ANNA MARIE PRODUCTIONS, under the direct supervision of DR. ANNA MARIE PRODUCTIONS and with the prior written approval of CITY.

b. DR. ANNA MARIE PRODUCTIONS expressly acknowledges that any and all documents, video, pictures, production material, designs, scripts, and reports, regardless of format, and related to this project and acquired or created by DR. ANNA MARIE PRODUCTIONS shall remain, at all times the property of CITY and DR. ANNA MARIE PRODUCTIONS. DR. ANNA MARIE PRODUCTIONS, therefore, shall preserve and maintain said records and shall immediately provide copies of them to CITY upon termination of this Agreement.

6. **RESPONSIBILITIES OF CITY.** The CITY shall provide full information, as reasonably requested by DR. ANNA MARIE PRODUCTIONS, regarding the requirements of the project.

7. **AUTHORIZED REPRESENTATIVE OF THE CITY.** During the term of this Agreement, the City Manager shall be the designated representative authorized to act on behalf of the CITY, as provided by law, with respect to the project.

8. **INSURANCE PROVIDED BY DR. ANNA MARIE PRODUCTIONS.**

a. Workers Compensation. DR. ANNA MARIE PRODUCTIONS agrees to pay for and maintain in full force and affect all applicable workers compensation insurance as required by Federal and Florida Law.

b. Comprehensive Automobile Liability. DR. ANNA MARIE PRODUCTIONS agrees to pay for and maintain in full force and effect at all times during the term of this Agreement, bodily injury and property damage liability insurance. The limits of said policies shall be in an amount approved by the CITY.

c. Proof of Insurance. Upon CITY's request, DR. ANNA MARIE PRODUCTIONS agrees to provide to CITY reasonable proof of the aforementioned policies of insurance, or certificates of the issuance thereof, as evidence of the compliance by the DR. ANNA MARIE PRODUCTIONS with the terms and provisions contained herein.

d. Loss of Insurance. If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, DR. ANNA MARIE PRODUCTIONS shall, as soon as it has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until the DR. ANNA MARIE PRODUCTIONS has replaced the unacceptable insurer with an insurer acceptable to CITY, the DR. ANNA MARIE PRODUCTIONS shall be deemed in default of this Agreement.

d. Insurance Coverage Not Limitation of Liability. The maintenance of insurance coverage as provided herein shall not be construed to limit or have the effect of limiting DR. ANNA MARIE PRODUCTIONS's liability to CITY under the provision of any clause or paragraph contained in this Agreement.

9. **INDEMNIFICATION.** DR. ANNA MARIE PRODUCTIONS agrees to hold harmless and indemnify, including attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising from or related to negligent acts, errors or omissions of the DR. ANNA MARIE PRODUCTIONS.

10. **INDEPENDENT CONTRACTOR.** The parties agree that at all times and for all purposes within the scope of this Agreement, the relationship of DR. ANNA MARIE PRODUCTIONS and CITY is that of an independent contractor.

11. **FORCE MAJEURE.** With regard to the performance hereunder, DR. ANNA MARIE PRODUCTIONS shall not be deemed to be in default of this agreement, or have failed to comply with any term or conditions herein if, for reasons beyond DR. ANNA MARIE PRODUCTIONS's reasonable control (including, without limitation, acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not

reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond DR. ANNA MARIE PRODUCTIONS's reasonable control, provided that DR. ANNA MARIE PRODUCTIONS commences such performance as soon as reasonably possible and diligently pursues such performance.

12. **NOTICES.** All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

DR. ANNA MARIE PRODUCTIONS: 27650 SE Highway 42
Umatilla, FL 32784-8750
Attn.: Anna M. Chwastiak, President

CITY: Darren Gray, City Manager
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

13. **PROHIBITION AGAINST CONTINGENT FEES.**

DR. ANNA MARIE PRODUCTIONS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for DR. ANNA MARIE PRODUCTIONS, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee/contractor working solely for DR. ANNA MARIE PRODUCTIONS any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement. For breach or violation of this provision, in addition to any and all remedies available to CITY, CITY shall have the right to terminate this agreement without liability and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

14. **GENERAL PROVISIONS.**

a. **Assignment and Disclosure of Intellectual Property.** All original works of authorship that are made by DR. ANNA MARIE PRODUCTIONS or its representatives (solely or jointly with others), within the scope of, those described as works for hire and during the period of CITY'S agreement with DR. ANNA MARIE PRODUCTIONS and that are protectable by copyright as that term is defined in the United States Copyright Act and that DR. ANNA MARIE PRODUCTIONS will be considered the author thereof.

b. **Pre-suit Mediation.** Prior to, and as a condition precedent to the commencement of any lawsuit or administrative proceeding to resolve any disputes arising out of this Agreement the parties agree that the dispute first shall be summited to non-binding mediation for a minimum of eight hours before a business mediation organization approved by the parties. Such mediation shall be held at the CITY's offices at the address set forth in this Agreement. The part shall bear the costs

of the mediation equally.

c. Waiver. The waiver by CITY of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

d. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

e. Amendment. Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

f. Entire Agreement. This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by DR. ANNA MARIE PRODUCTIONS.

g. Assignment. This Agreement is personal to the parties hereto and may not be assigned by DR. ANNA MARIE PRODUCTIONS, in whole or in part, without the prior written consent of CITY.

h. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

i. Applicable Law. This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

j. Records. DR. ANNA MARIE PRODUCTIONS expressly understands and acknowledges that any and all documents related to the services provided herein, may be considered records that are subject to examination and production in accordance with Florida's Public Records Law. DR. ANNA MARIE PRODUCTIONS expressly agrees that it will comply with all requirements related to said law and that it will hold CITY harmless for any such disclosure related to Florida's Public Records Law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes herein expressed on the date first above written.

Attest:

CITY OF CLERMONT, FLORIDA

BY: _____
Tracy Ackroyd, City Clerk

DR. ANNA MARIE, INC.

BY: _____
Anna M. Chwastiak, President

BY: _____
Gail L. Ash, Mayor

EXHIBIT "A"

SCOPE OF SERVICES AND COMPENSATION SCHEDULE

Dr. Anna Marie Productions brings together this area's most qualified and talented video production team with decades of experience in broadcast and cable television including programs presented nationally to millions of viewers.

Dr. Anna Marie Productions team currently manages Lakefront TV here in Lake County. Lake Front TV has been an important part of Central Florida since 2005, providing popular public programming that educates, entertains and engages our community with a wide variety of local television. This year represents a big step forward as Lakefront introduces a greatly improved lineup of shows including longtime, locally produced favorites and brand new programs that promote better living from around Central Florida and the country. Lakefront TV also proudly presents exclusive specials that highlight our community with special events, active living features of our area and local civic activities. In addition, Dr. Anna Marie Production provides programming to Orange County's government access channel's Orange TV and Vision TV.

Dr. Anna Marie Productions will provide professional production services to help create an effective and high broadcast quality monthly half-hour television series. This uplifting series will consist of feature topics of choice focusing on the City of Clermont. These features will also be provided to the City of Clermont as stand alone vignettes that could be used on your website, social media and other branding ventures.

SERVICES AND ITEMS PROVIDED:

- Television | Website | Digital Out-of-Home platforms
- Show Sponsorship (Audio Visual Billboard Identifying City of Clermont is a grant supporter of our government access channel)
- Monthly Half-Hour Television Show Focusing On City of Clermont
- Sponsor Tagged Promos Driving Viewers To Your Programming
- Television Show Segments Provided in stand alone format for usage on website, You Tube, and social media. (Total: 36 spots per year)
- One *Community Spotlight*-City Manager and/or City of Clermont Commissioner feature Vignette Per Month (Total: 12 spots per year)
- All Completed Projects and HD Raw Footage to be provided to City of Clermont on your designated portable hard drive at no additional charge.

Quality Community Programming

Lake Front TV is committed to bringing inspirational programming highlighting Lake County to our viewers. Some of the new programs that have launched on our station in 2014-2015 include *The Home School Connection*, *What's New In The 352*, *All Access* and this spring *Taste Of Lake!*

Lake Front TV is the premiere destination for local television programming attracting a devoted following of viewers across four cable systems and online. Lake Front TV's programming is available on Centurylink's PRISM 21, Comcast 22, Brighthouse 497 and FL Cable 4. Plus, Lake Front TV's programming is available everywhere via our 24 hour live streaming on lakefronttv.com and ROKU Media devices across the United States. In addition, your monthly half-hour show will be aired on Orange County's government access channel ORANGE TV which reaches 2.5 million households.

This year Lake Front TV provides even greater emphasis on developing quality community programming profiling our ecotourism destinations and highlighting our historic cities. Look for Lakefront TV in the community for special public events. Lake Front TV celebrates our community like never before, offering unprecedented presence and exposure for our programs and partners.

Dr. Anna Marie Productions team looks forward to working with the City of Clermont in branding your city's events, restaurants and other destinations selected to be highlighted in the series.

Dr. Anna Marie Productions shall also provide:

- **City of Clermont :30** spot to air on the top and end of each of your half-hour programs
- Audio/Visual Billboard before and after each episode identifying City of Clermont as the grant supporter of your programs
- Monthly half-hour magazine style show focusing on City of Clermont. Program to premiere first Saturday of every month on Lake Front TV. Two (2) airings on the weekend and re-air six (6) times during the week (select day parts)
- Monthly Community Spotlight Feature with City Manager and/or Commissioner. Segment designed to air in and around Lake Front TV's programming. Spot will air approximately eight (8) times per week
- Dr. Anna Marie Productions to create :30 second topical promos to drive viewers to your weekly programming. Spots will air twenty (20) times per week. City of Clermont to be tagged in the promo spots as the grant provider of the program
- City of Clermont's audio/visual billboard on top and end of selected popular Lake Front TV and Orange TV programming
- **City of Clermont's** Logo and hyperlink on station website. City of Clermont added content on Lake Front TV website (Event Calendar, Blog, restaurant guide/recipes etc)
- Press release announcing the partnership of City of Clermont and Dr. Anna Marie Productions in bringing viewers the most in-depth uplifting programming highlighting the South Lake area of Lake County.

Compensation Schedule

*** \$800.00 per month**

***Custom Open, Graphics Package and Music Library: \$350.00 (subject to further approval by CITY).**



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, May 12, 2015		
Agenda Item Name		
Resolution No. 2015-20		
Requested Action		
Move to approve Resolution 2015-20.		
Staff Report		
The Resolution supports that people are the top priority in transportation projects, all road projects should be designed to accommodate all users; that bicycling, walking, running and public transit are a routine part of the city planning, design, construction, maintenance, and operating activities; and that bicycle and pedestrian safety is paramount in new construction, reconstruction, resurfacing or other retrofit road and bridge projects; and maintaining a commitment to making pedestrian and bicycle safety a top priority.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2015-20 2015-20 People as Priority.doc		

CITY OF CLERMONT
RESOLUTION NO. 2015-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA PROVIDING SUPPORT OF A RESOLUTION TO ESTABLISH “PEOPLE” AS THE TOP PRIORITY FOR TRANSPORTATION IN THE CITY OF CLERMONT, TO INTEGRATE SAFE BICYCLING, WALKING, RUNNING, AND PUBLIC TRANSIT WITH THE TRANSPORTATION PROGRAMS, PROJECTS, POLICY INITIATIVES, GOALS AND OBJECTIVES; AND PROVING FOR AN EFFECTIVE DATE.

WHEREAS, Lake County has a higher than national average incidence of pedestrian and bicyclist related motorist crashes and fatalities; and

WHEREAS, the mobility and accessibility afforded the individual is basic to the success of City of Clermont land use and transportation systems, where transportation projects are designed and operated to assure safety, comfort, and accessibility for all users of our roads, trails, and transit systems; including pedestrians, bicyclists, runners, persons with disability, transit riders, motorists, commercial and emergency vehicles, and for people of all ages and abilities; and

WHEREAS, without vigilant planning, design, accommodation, and understanding of bicycle and pedestrian needs, road construction and traffic operations may increase hazardous conditions for the vulnerable modes of walking, running, and bicycling, as has been reported in various studies; and

WHEREAS, recent data on obesity and public health identifies a relationship between land use, automobile dependency, and poor health, which can and has improved for communities exercising the principles of pedestrian and bicycle safety; and

WHEREAS, Florida Statutes Section 335.065, titled “Bicycle and Pedestrian Ways Along State Roads and Transportation Facilities” is part of the Florida Department of Transportation’s Pedestrian and Bicycle Procedure and states that “Bicycle and pedestrian ways shall be given full consideration in the planning and development of transportation facilities . . . and bicycle and pedestrian ways shall be established in conjunction with the construction, reconstruction, or other change of any state transportation facility . . .”; and

WHEREAS, the City of Clermont has invested in multi-modal transportation systems to balance the community’s mobility and accessibility, but continues to experience practical challenges in integrating bicycle and pedestrian friendly mobility systems with each other and within the urban and rural landscape,

CITY OF CLERMONT
RESOLUTION NO. 2015-20

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

SECTION 1.

The City Council supports that the City of Clermont affirms that “people” are the top priority in transportation projects, all road projects should be designed to comfortably accommodate all users to the fullest extent possible; that bicycling, walking, running and public transit accommodations are a routine part of the city planning, design, construction, maintenance, and operating activities; and that bicycle and pedestrian safety is paramount in new construction, reconstruction, resurfacing or other retrofit road and bridge projects. In developing these accommodations, the latest, best, and context-sensitive design standards will be used, while recognizing the need for flexibility in balancing user needs, but maintaining commitment to making pedestrian and bicycle safety a top priority.

SECTION 2.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2015-20

DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida 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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, May 12, 2015														
Agenda Item Name														
Ordinance No. 2015-41; <i>Final</i> BP														
Requested Action														
Move to approve 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														
Annual revenue increase to the City is projected to be \$3,520.														
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>BP ANN ORD 2015-41.doc</td></tr><tr><td>2.</td><td>Maps</td><td>BP 455 Maps.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>2005-02 BP Utility Agreement.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>BP ANN legal ad.docx</td></tr></table>			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
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.

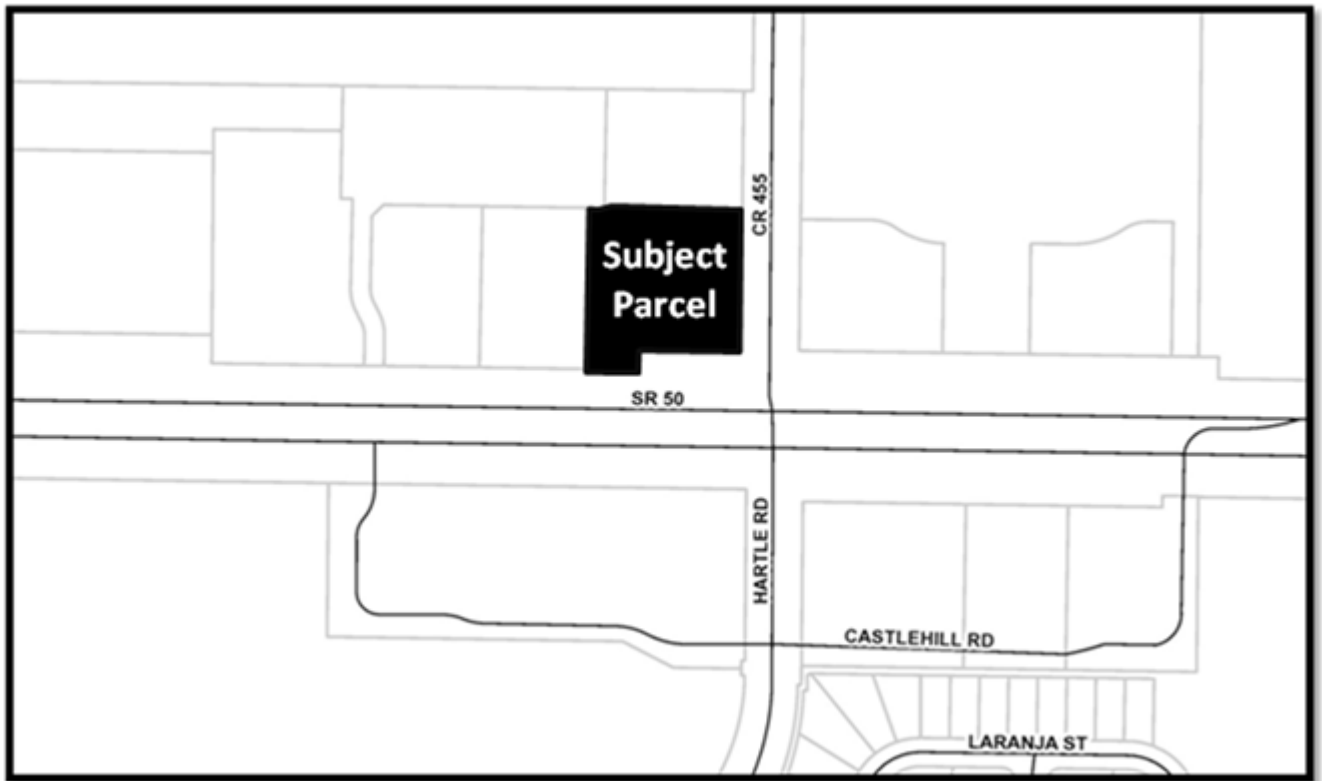
This Ordinance shall be recorded in the public records of Lake County, Florida.

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

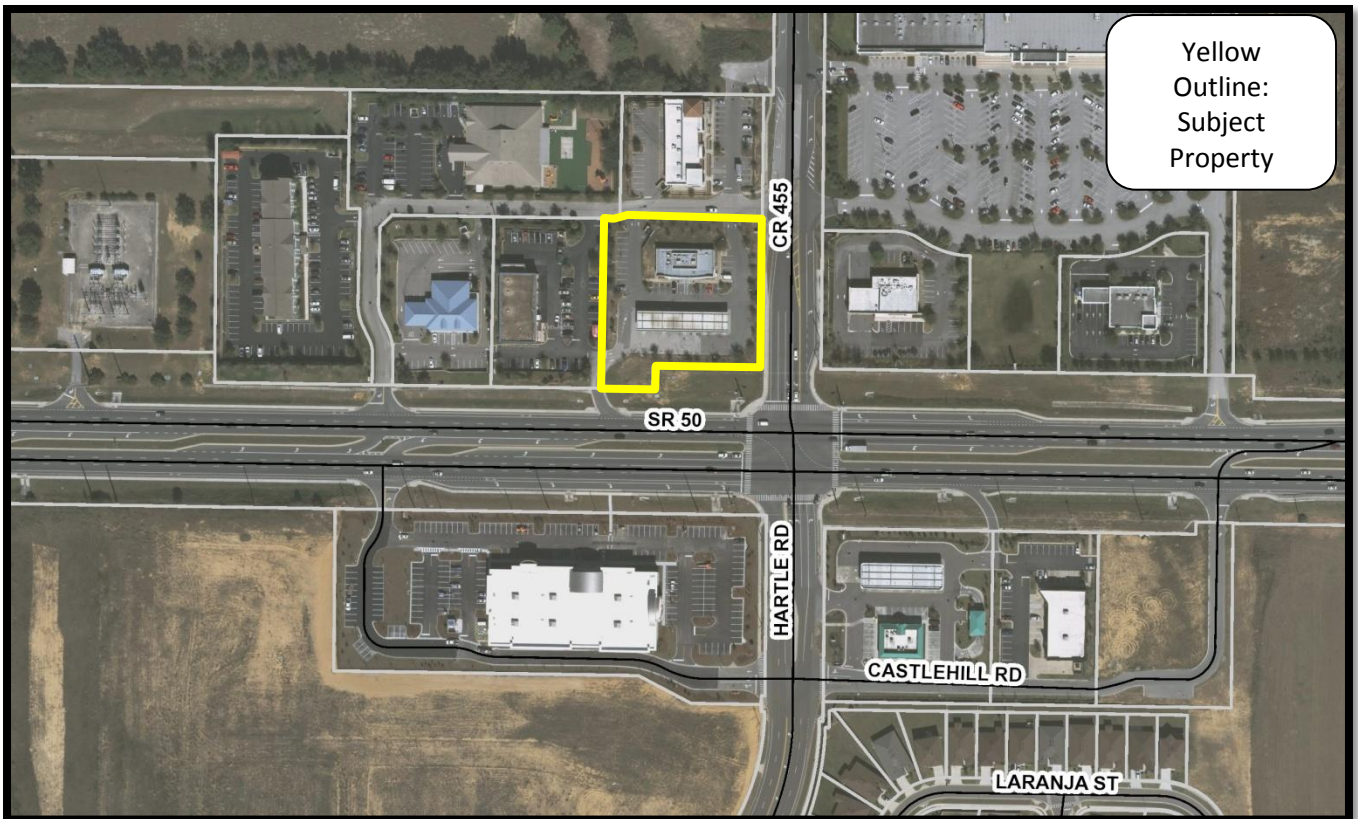
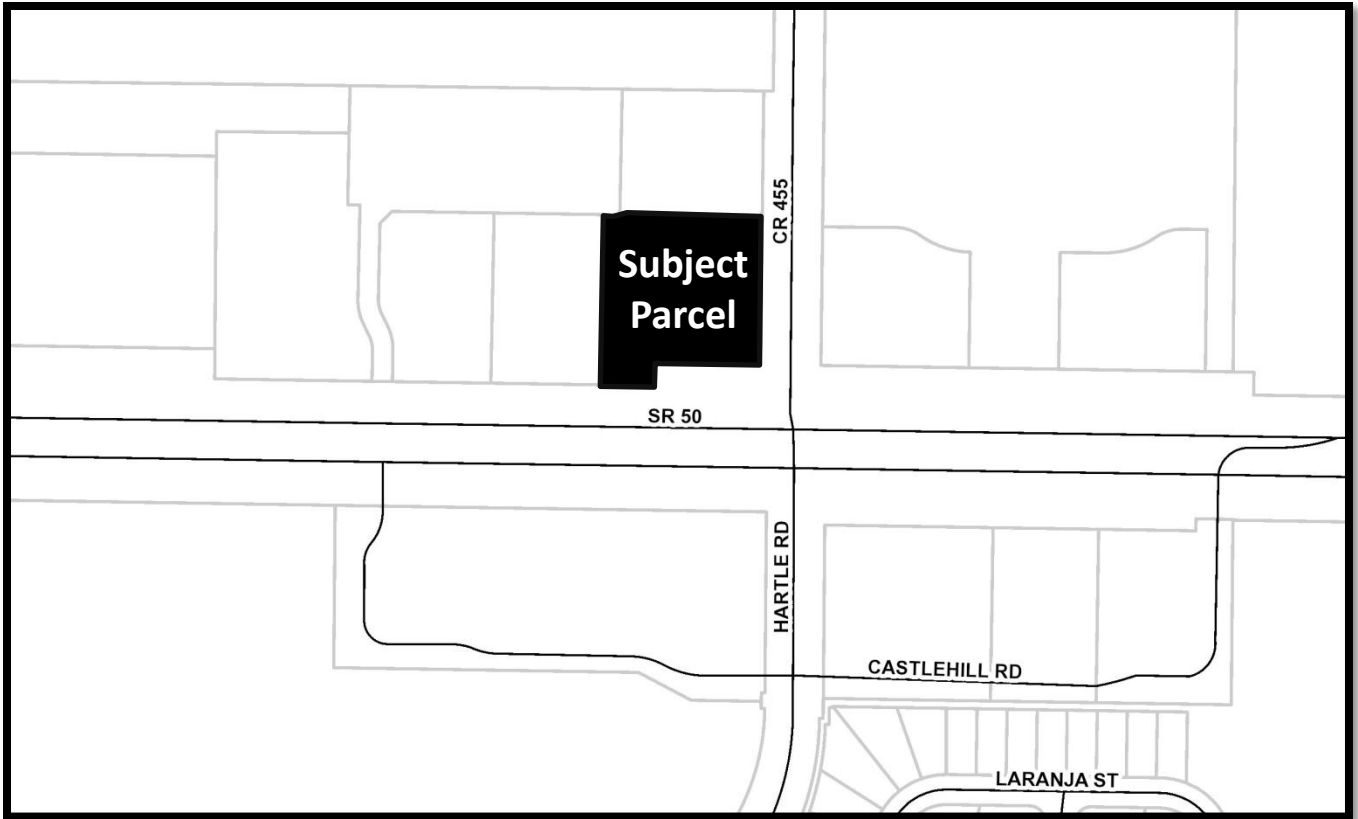


Exhibit – Future Land Use
BP – CR 455

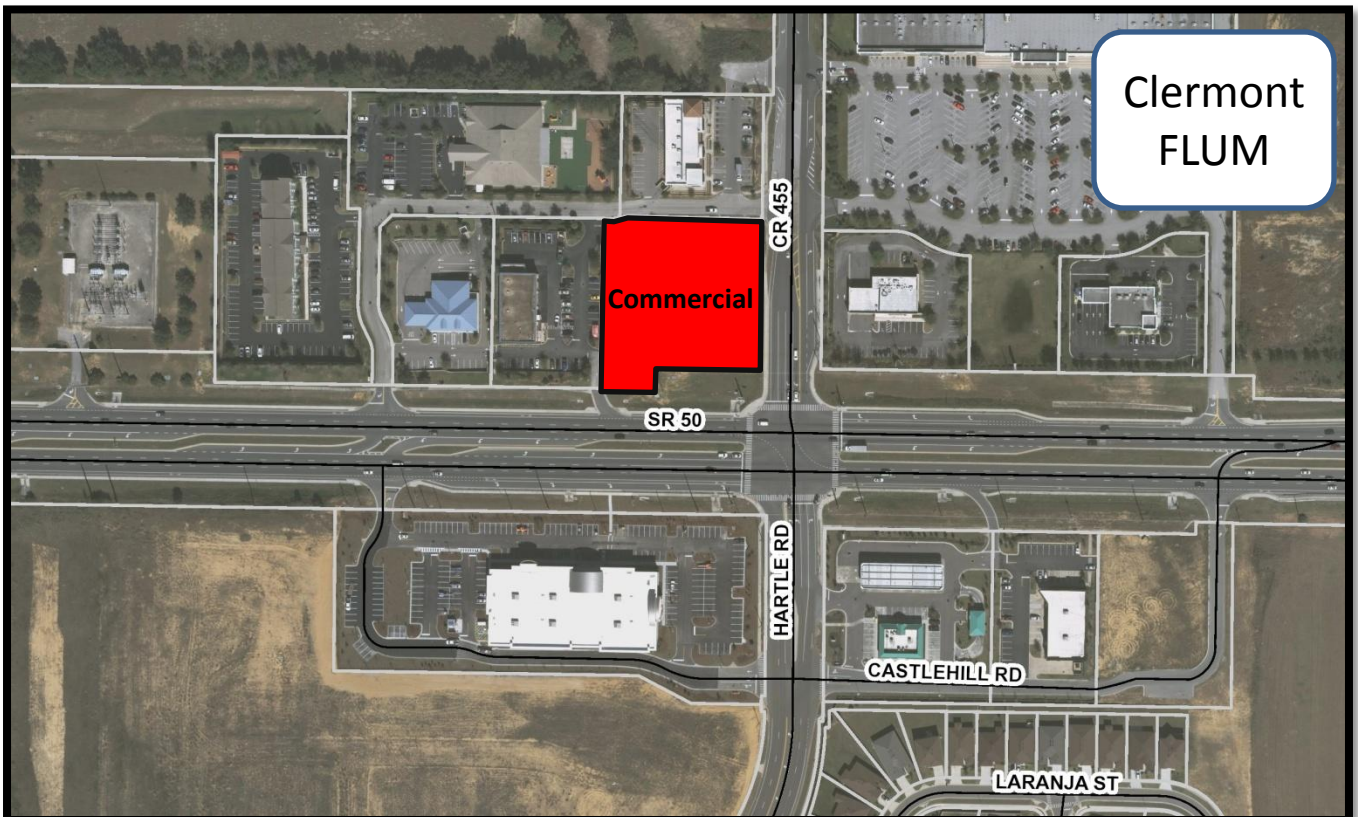
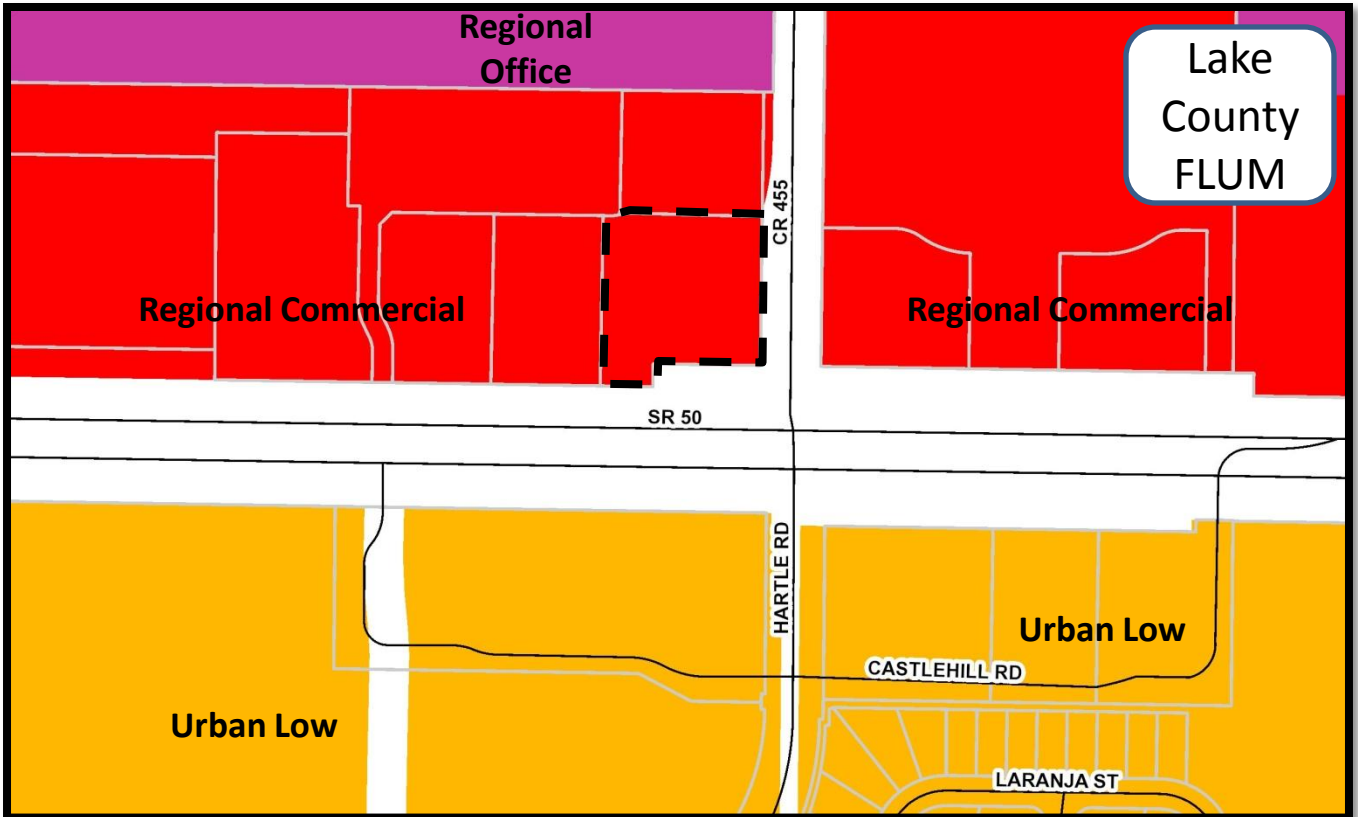
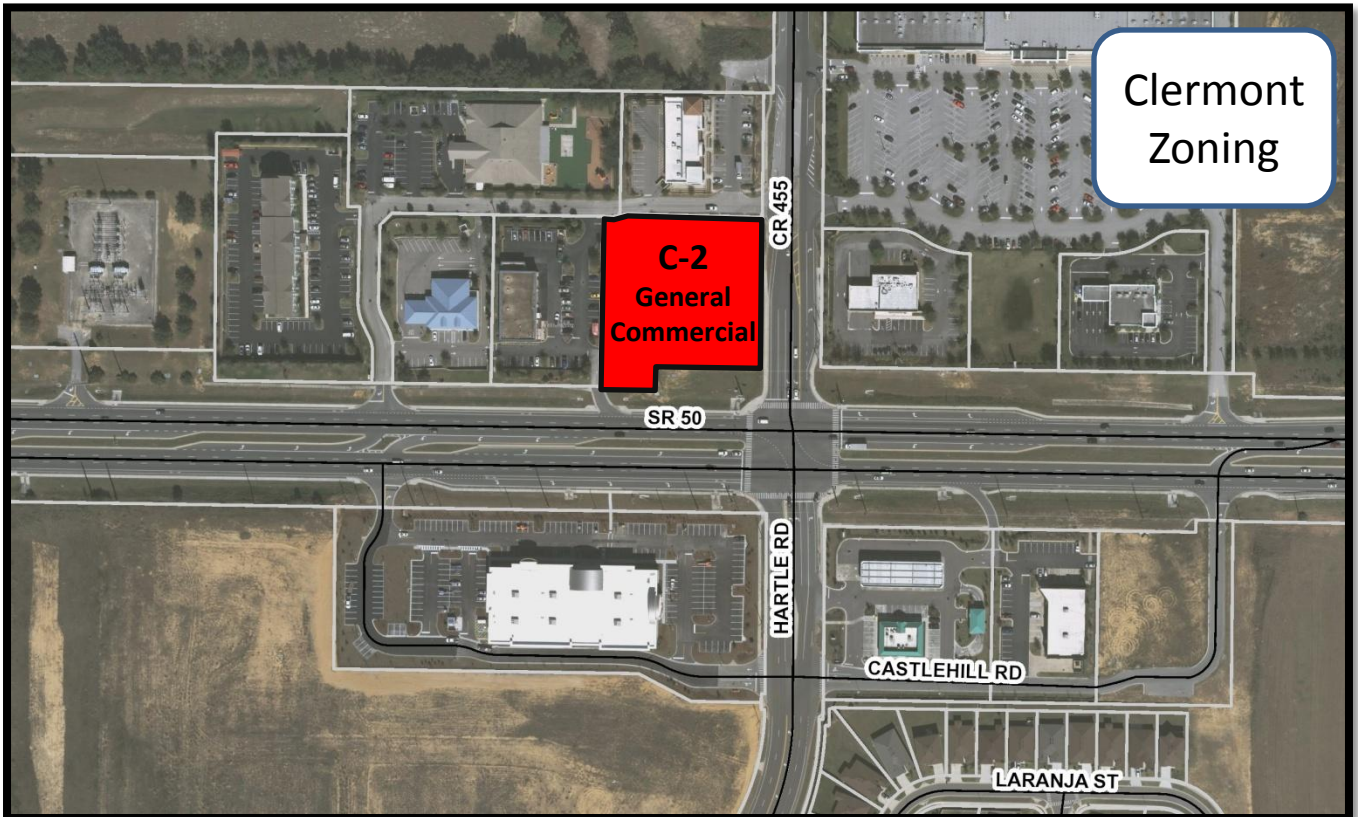
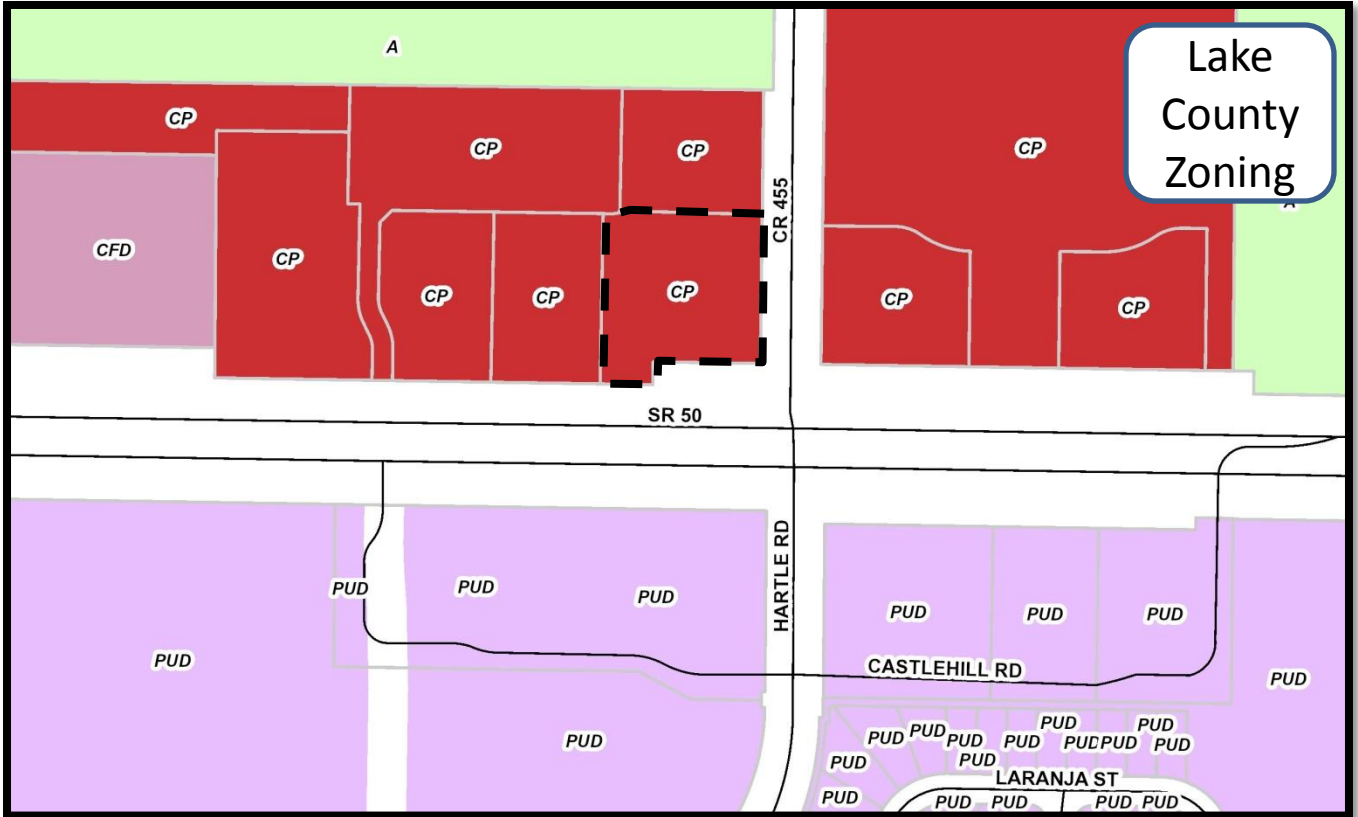


Exhibit – Zoning
BP – CR 455



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.

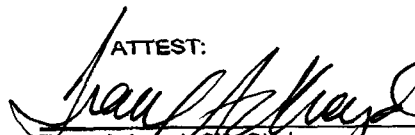
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

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.

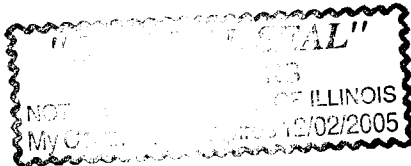
Name: W.B. Gaudreau, III

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

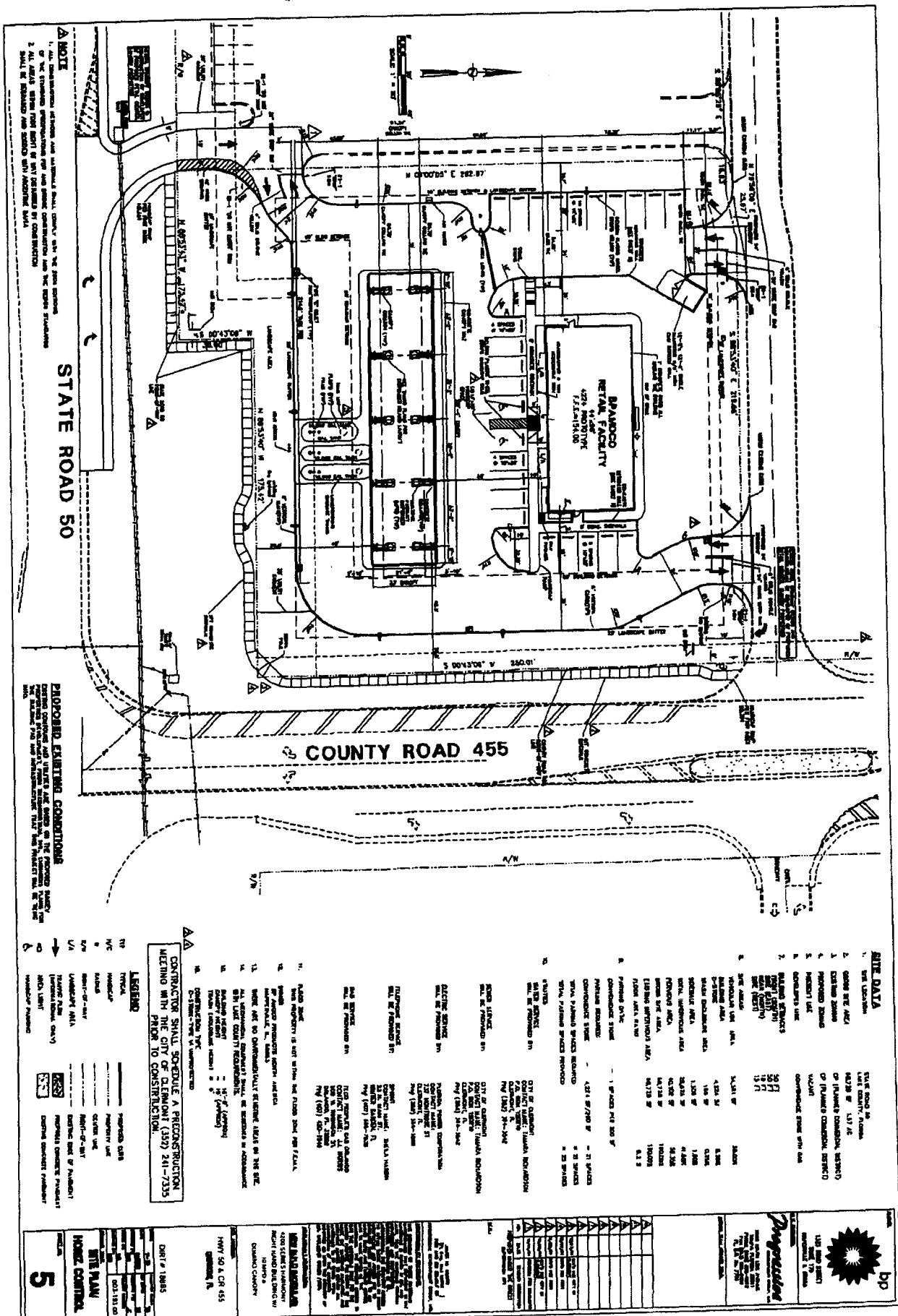
LEGAL DESCRIPTION

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

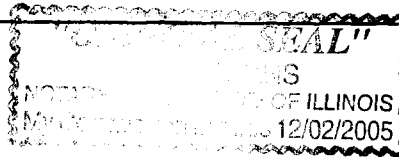
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is equivalent to the quality
of the original document.

STATE OF Illinois

COUNTY OF DePaul

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

SEAL:



Notary Public

Amy A. Evans

Type/print name

Amy A. Evans

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

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is equivalent to the quality
of the original document.



CHICAGO TITLE INSURANCE COMPANY

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

RECEIVED

MAR 23 2005

LIMITED TITLE SEARCH CERTIFICATE

RECEIVED

MAR 23 2005

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

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

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

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

AND FIND the owner of record

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

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

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

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

ALL OTHER MATTERS of record are as follows:

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

Tax Information:

Parcel Number: 0922261100-011-00000

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

2005 Proposed Parcel Number: 0922261100-012-00000

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

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

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

CHICAGO TITLE INSURANCE COMPANY


Susan M. Holland

LEGAL NOTICE

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 $\frac{1}{4}$ 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 north line and easterly projection for a distance of 50.00 feet to the westerly right-of-way line of CR 455; thence south $00^{\circ}43'09''$ 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 SR 50 for a distance of 175.42 feet; thence continue along said northerly right-of-way line for the following two calls; south $00^{\circ}43'09''$ 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.
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, May 12, 2015																	
Agenda Item Name																	
Ordinance No. 2015-42; <i>Final</i> BP																	
Requested Action																	
Move to approve 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. <i>At the Special Meeting of the Planning & Zoning Commission April 27, 2015, Commissioner Carlos Solis made a motion 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>BP CPA Ord. 2015-42.doc</td></tr><tr><td>2.</td><td>Maps</td><td>BP 455 Maps.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>2005-02 BP Utility Agreement.pdf</td></tr><tr><td>4.</td><td>P&Z minutes</td><td>SS P&Z minutes.pdf</td></tr><tr><td>5.</td><td>Legal ad</td><td>BP CPA legal ad.docx</td></tr></table>			1.	Ordinance	BP CPA Ord. 2015-42.doc	2.	Maps	BP 455 Maps.pdf	3.	Utility Agreement	2005-02 BP Utility Agreement.pdf	4.	P&Z minutes	SS P&Z minutes.pdf	5.	Legal ad	BP CPA legal ad.docx
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4.	P&Z minutes	SS P&Z minutes.pdf															
5.	Legal ad	BP CPA legal ad.docx															

CITY OF CLERMONT
ORDINANCE No. 2015-42

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

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

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

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

CITY OF CLERMONT
ORDINANCE No. 2015-42

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

Containing 1.43 acres, more or less

Alternate Key 3830293; 16431 SR 50

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL

Section 2.

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

Section 3.

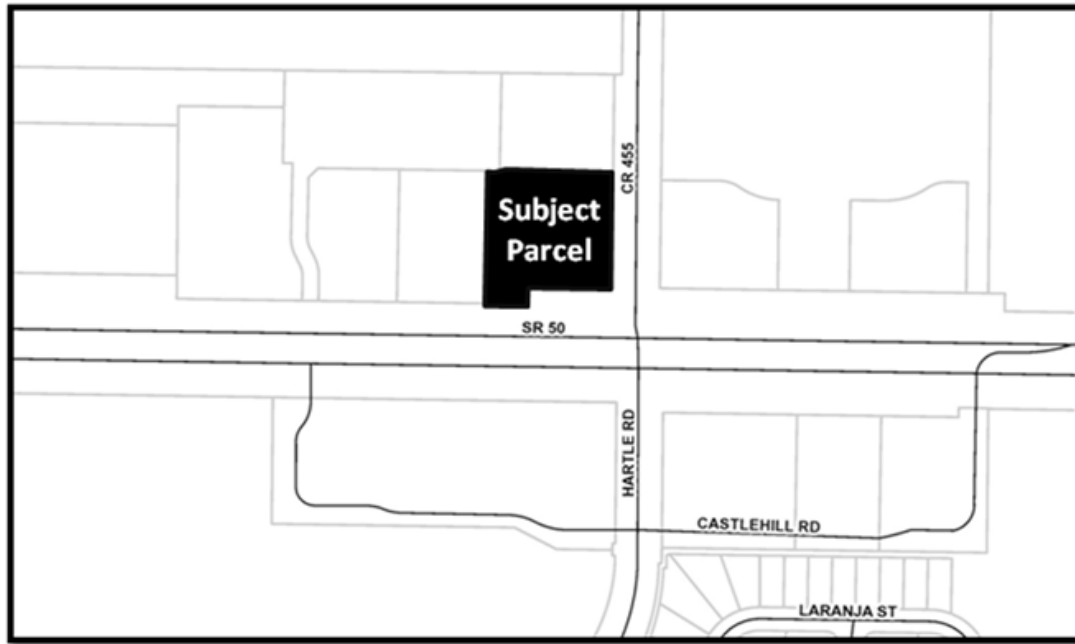
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2015-42

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-42

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

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map

BP – CR 455

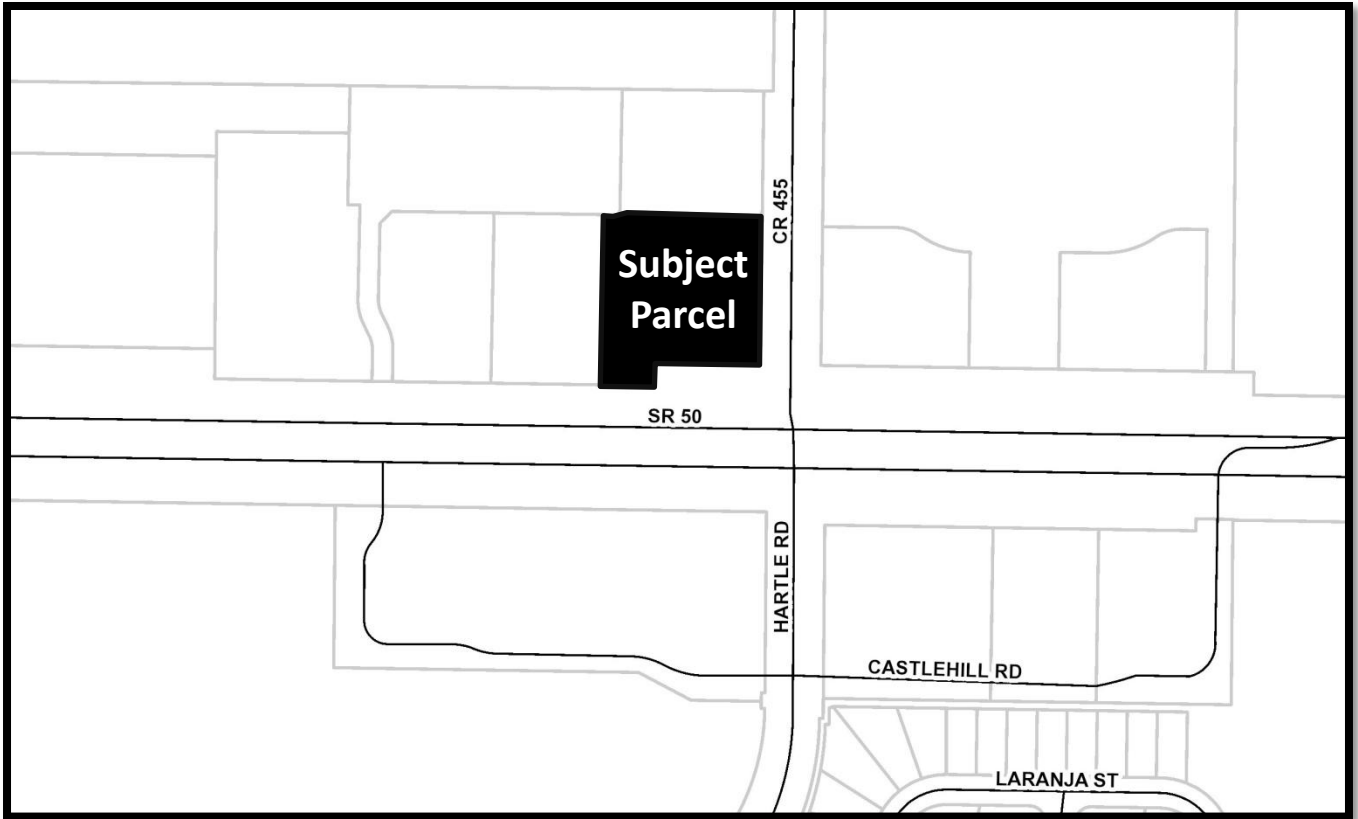


Exhibit – Future Land Use
BP – CR 455

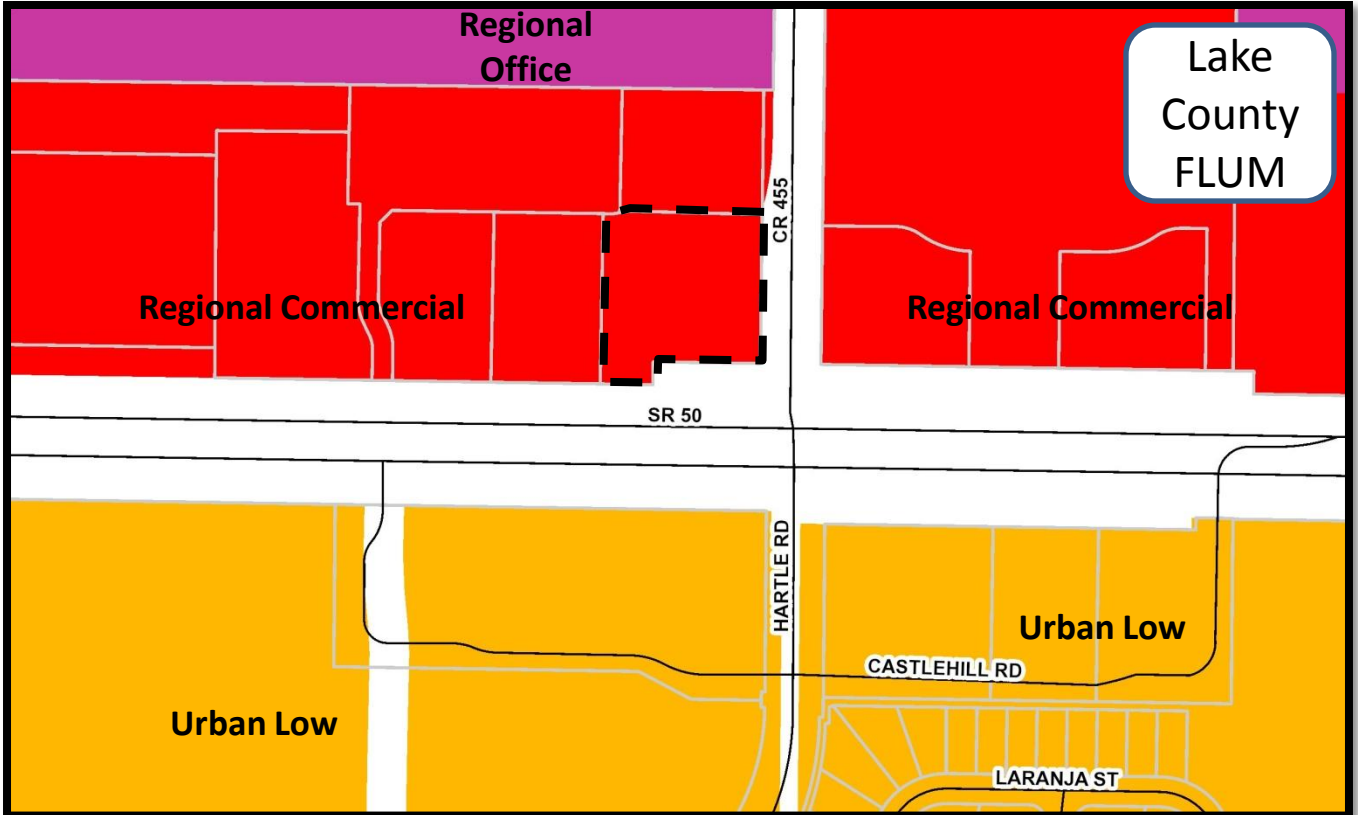
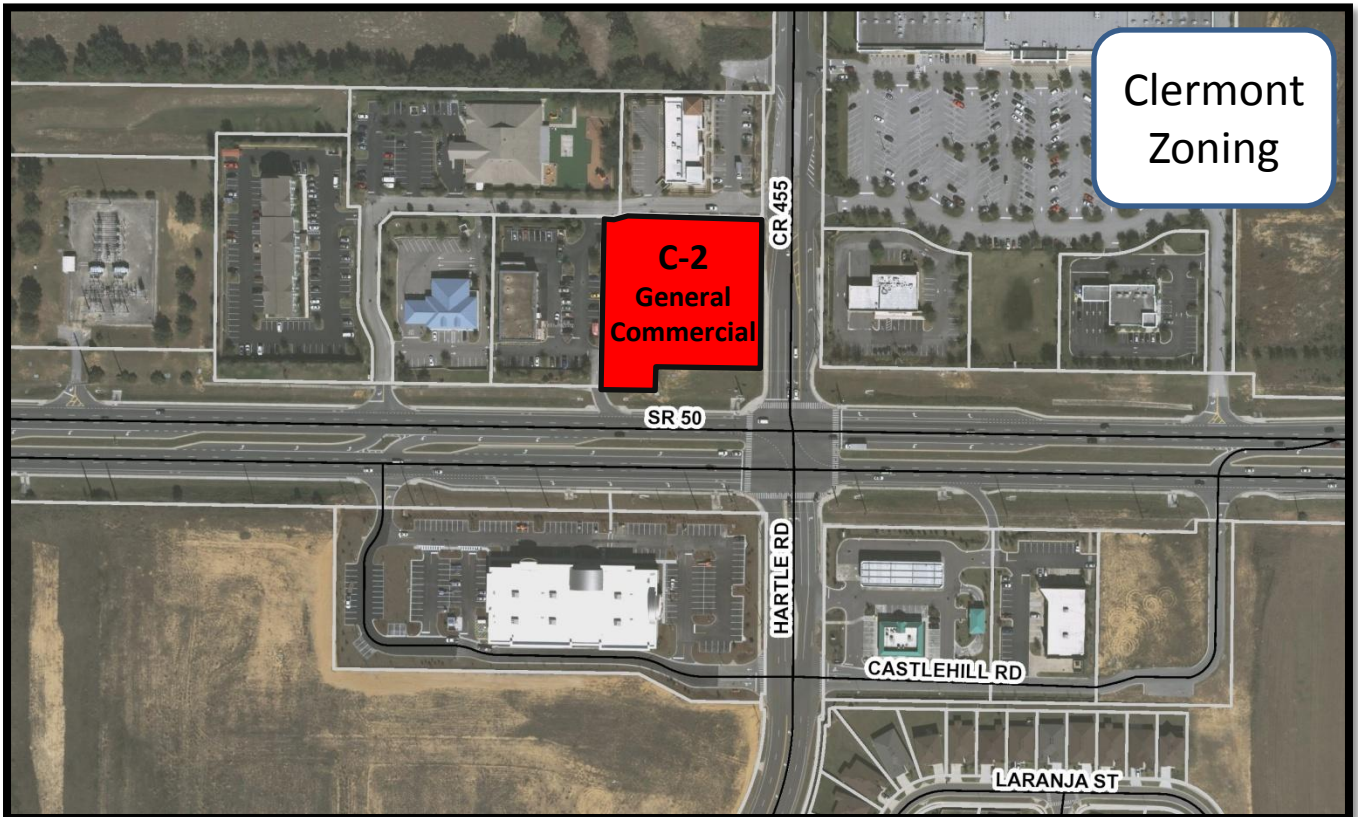
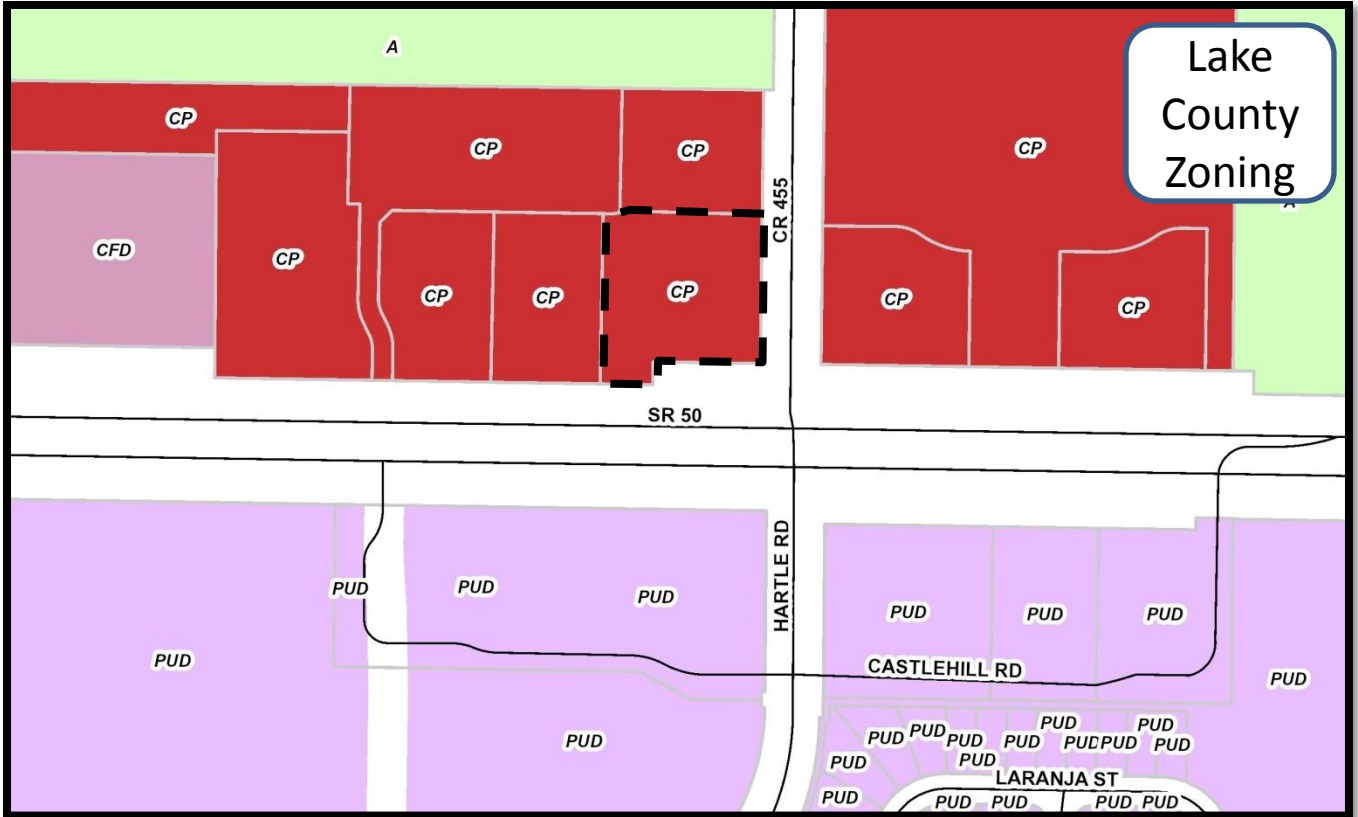


Exhibit – Zoning
BP – CR 455



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

WATER & WASTEWATER SERVICE AGREEMENT

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

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

WITNESSETH

Whereas, the Owner is proposing to develop a convenience store with a gas station which is located on real property (the "Property") described on Exhibit "A," attached hereto and by this reference made a part hereof; and

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

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

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

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

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

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

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

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

Section 2. Water and Sewer Service.

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

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

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

Section 3. Development Standards.

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

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

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

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

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

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

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

Section 4. Annexation. The Owner agrees that the City may annex the Property into the City of Clermont if the City, in its sole discretion, chooses to do so. In conjunction herewith, the Owner shall provide to the City a Notice of Encumbrance to Annex Property in a form substantially in compliance with the form set forth in Exhibit "C," attached hereto and incorporated herein. The City shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A." The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at the Owner's expense, by a current certificate of title or opinion letter acceptable to the City and issued by a licensed title

company or attorney identifying all owners in interest of the real property. All land transfers by the Owner shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 5. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable, the provision shall be deleted from this Agreement without affecting in any respect whatsoever the validity of the remainder of this Agreement.

Section 6. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

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

With copy to:

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

OWNER

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

With copy to:

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

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

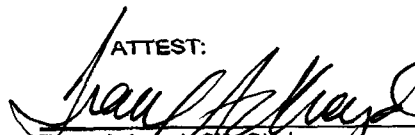
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

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

CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:


Tracy Ackroyd, City Clerk

[signatures continued on following page]

OWNER

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

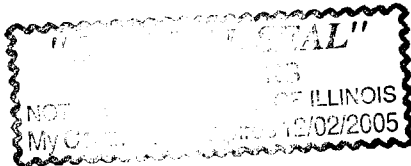
Name: W.B. Gaudreau, III

Its: Attorney-in-fact

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared W. B. Gaudreau, as Attorney in fact of BP Products North America, Inc., a Maryland Corporation, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 17th day of March, 2005.



[Signature]
Notary Public

Exhibit A

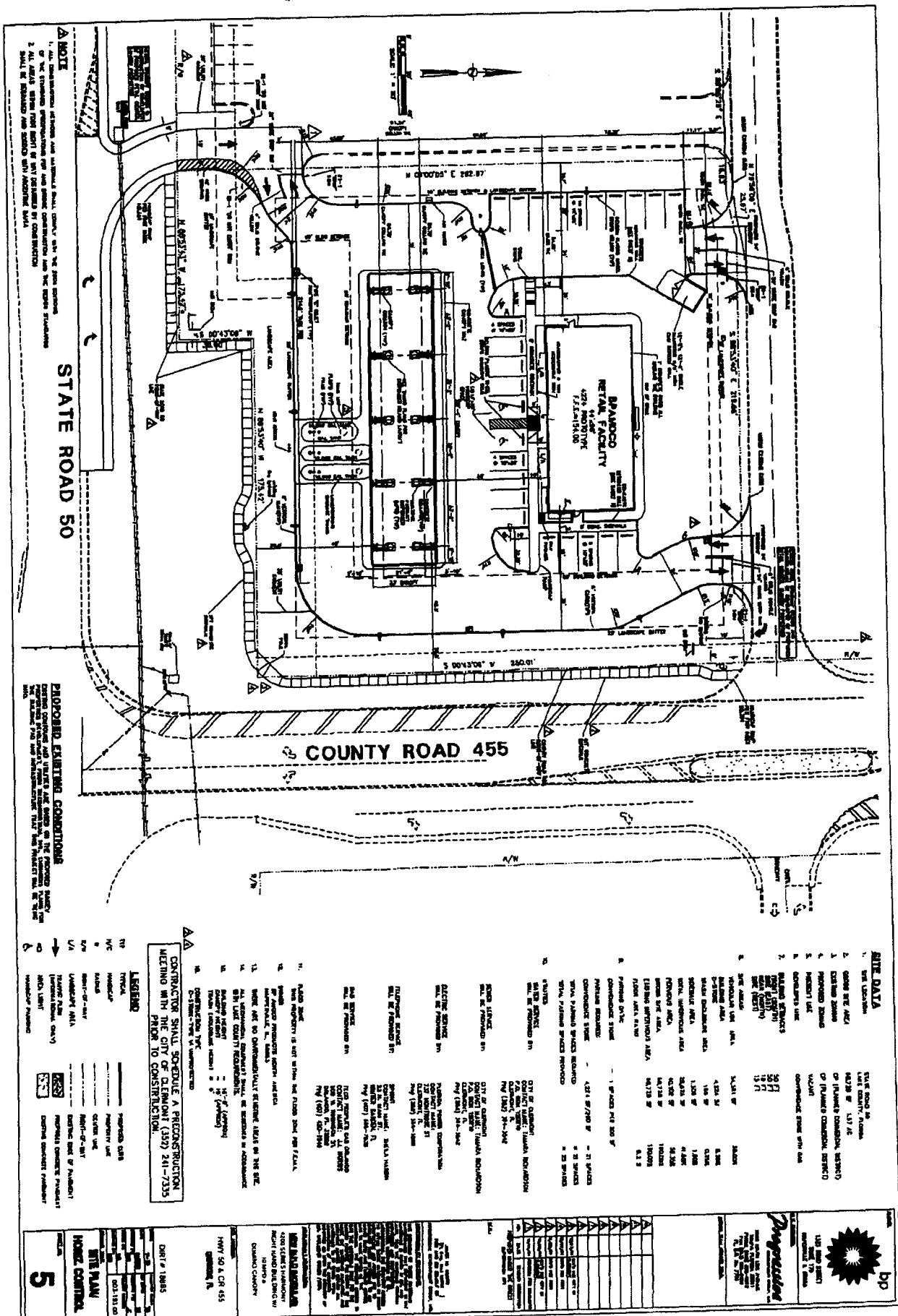
LEGAL DESCRIPTION

BP Connect
16431 State Road 50
Clermont, FL 34711

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

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

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is equivalent to the quality
of the original document.



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

Exhibit C

**Notice of Encumbrance
to Annex to City of Clermont**

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

THIS INSTRUMENT, Made this 21st day of MARCH, 2005, between BP Products North America, Inc of the County of Lake, State of Florida Grantor, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee:

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

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

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

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

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of the original document.

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

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

PROPERTY OWNER(S):

BP PRODUCTS NORTH AMERICA INC

1. BY: W. Bernard Goudeau III

Signature

W. Bernard Goudeau III

Type or print name Attorney-in-Fact

2. _____

Signature

Type or print name

WITNESSES (Two required):

1. Amy A. Evans

Signature

Amy A. Evans

Type or print name

1. M. A. O'Brien

Signature

M. A. O'Brien

Type or print name

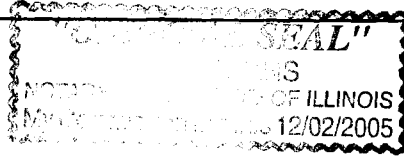
The quality of this image
is equivalent to the quality
of the original document.

STATE OF Illinois

COUNTY OF DePaul

The foregoing instrument was acknowledged before me on this 21st day of MARCH, 2005, by W. 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
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 2

2. REQUEST FOR REZONING

REQUEST: To change zoning from UE Urban Estate to M-1 Industrial

APPLICANT: Staff (Senninger Irrigation)

Senior Planner Kruse presented the staff report as follows:

The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Industrial District) to the City's M-1 Industrial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Office to the City's Industrial designation.

Staff recommends approval of the rezoning to M-1 Industrial.

Commissioner Martin asked for clarification on Urban Estate zoning.

Senior Planner John Kruse explained that Urban Estate is the default zoning properties are assigned upon annexation.

Commissioner Proli made a motion to recommend approval of the rezoning; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

3. 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 (BP)

Senior Planner 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 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.

**City of Clermont
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 3

Commissioner Solis made a motion to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Proli. The vote was unanimous to recommend approval.

4. REQUEST FOR REZONING

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

Senior Planner 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 Proli moved to recommend approval of the rezoning; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

5. 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 (Discount Tire)

Senior Planner 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 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.

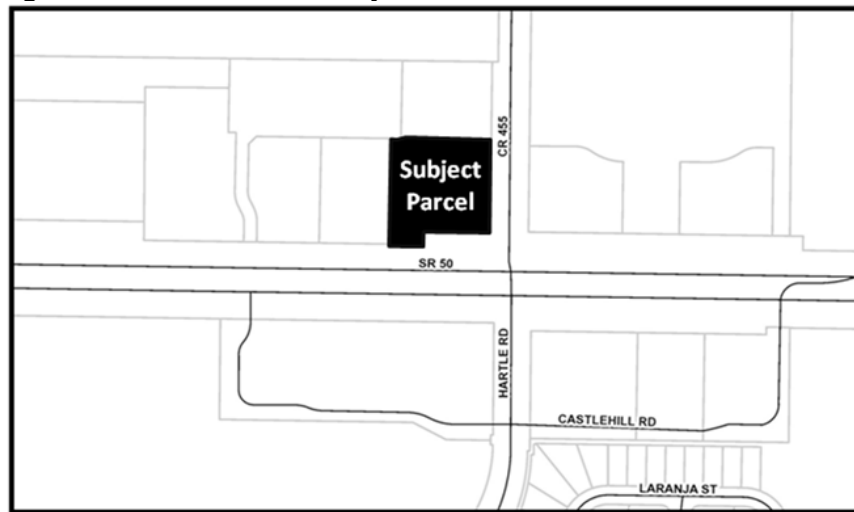
CITY OF CLERMONT

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, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-43; <i>Final</i> BP		
Requested Action		
Move to approve 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. <i>At the Special Meeting of the Planning & Zoning Commission April 27, 2015, Commissioner Judy Proli 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	BP REZ ORD 2015-43.doc	
2. Maps	BP 455 Maps.pdf	
3. Utility Agreement	2005-02 BP Utility Agreement.pdf	
4. P&Z Minutes	Rezoning P&Z minutes.pdf	
5. 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.

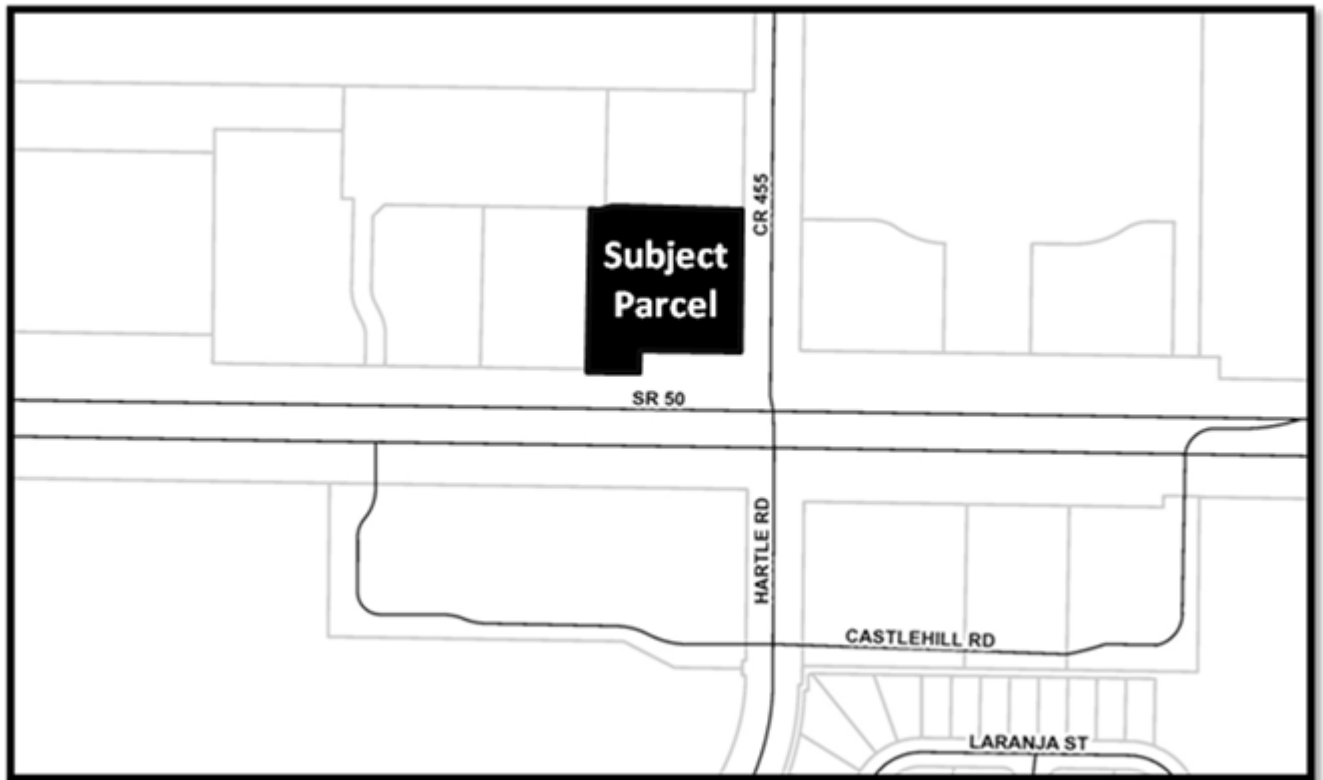
SECTION 3:

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

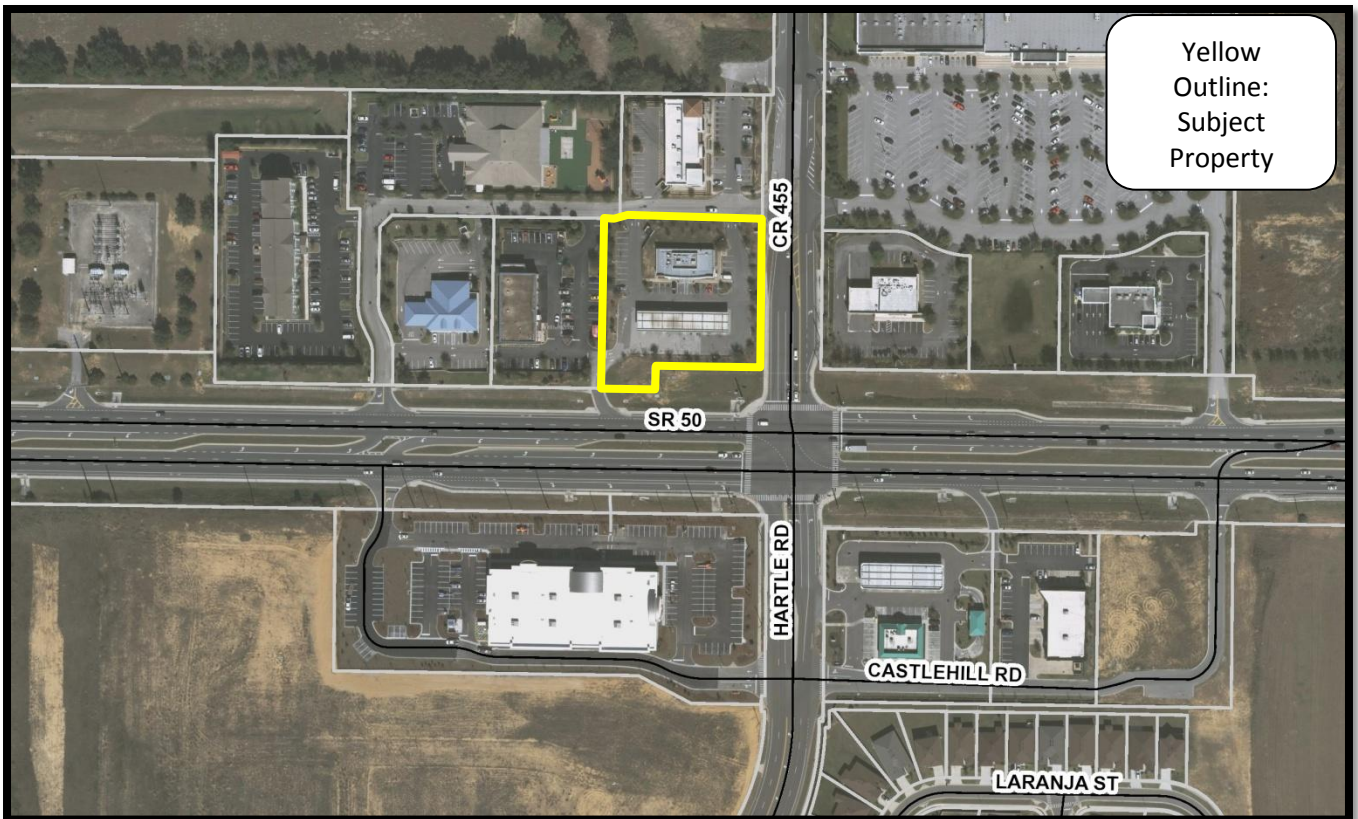
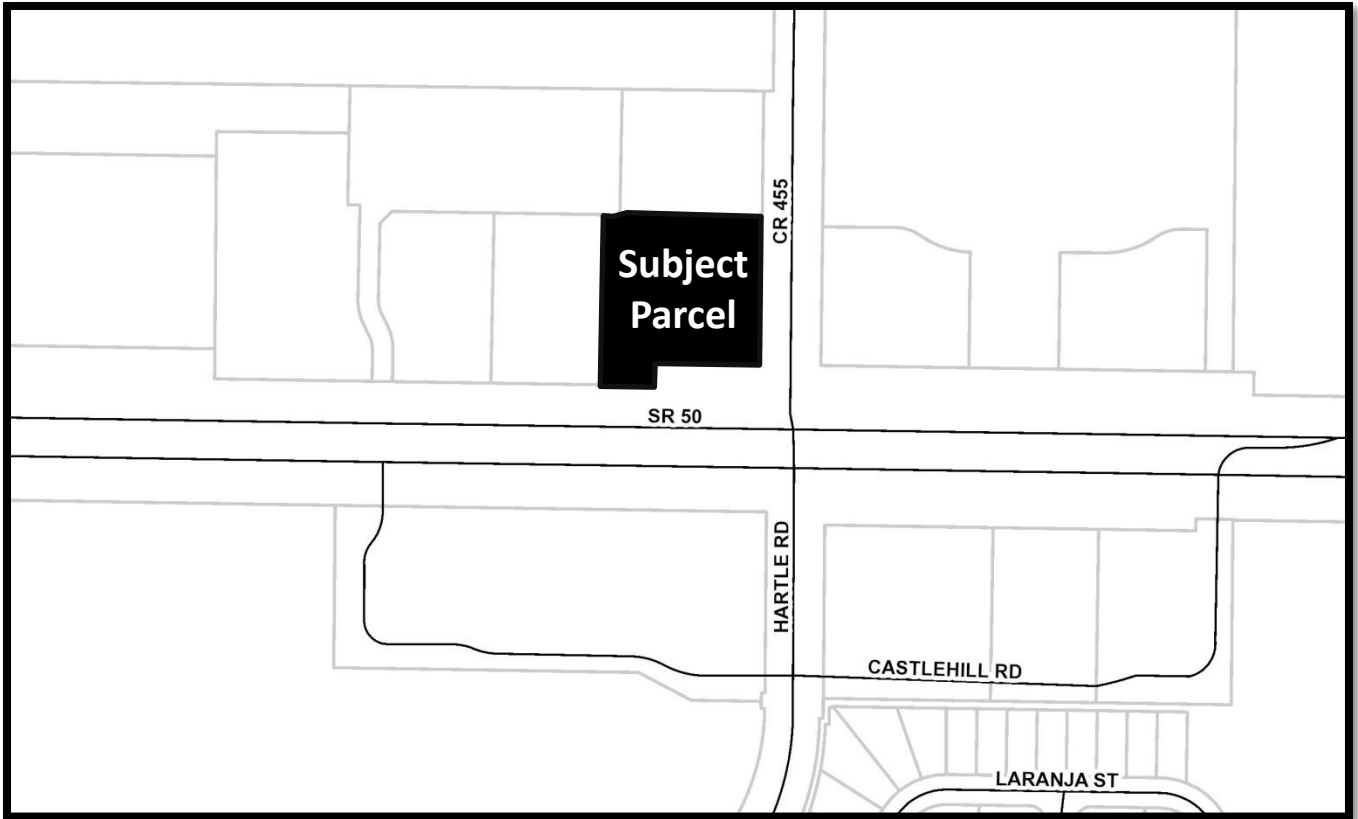


Exhibit – Future Land Use
BP – CR 455

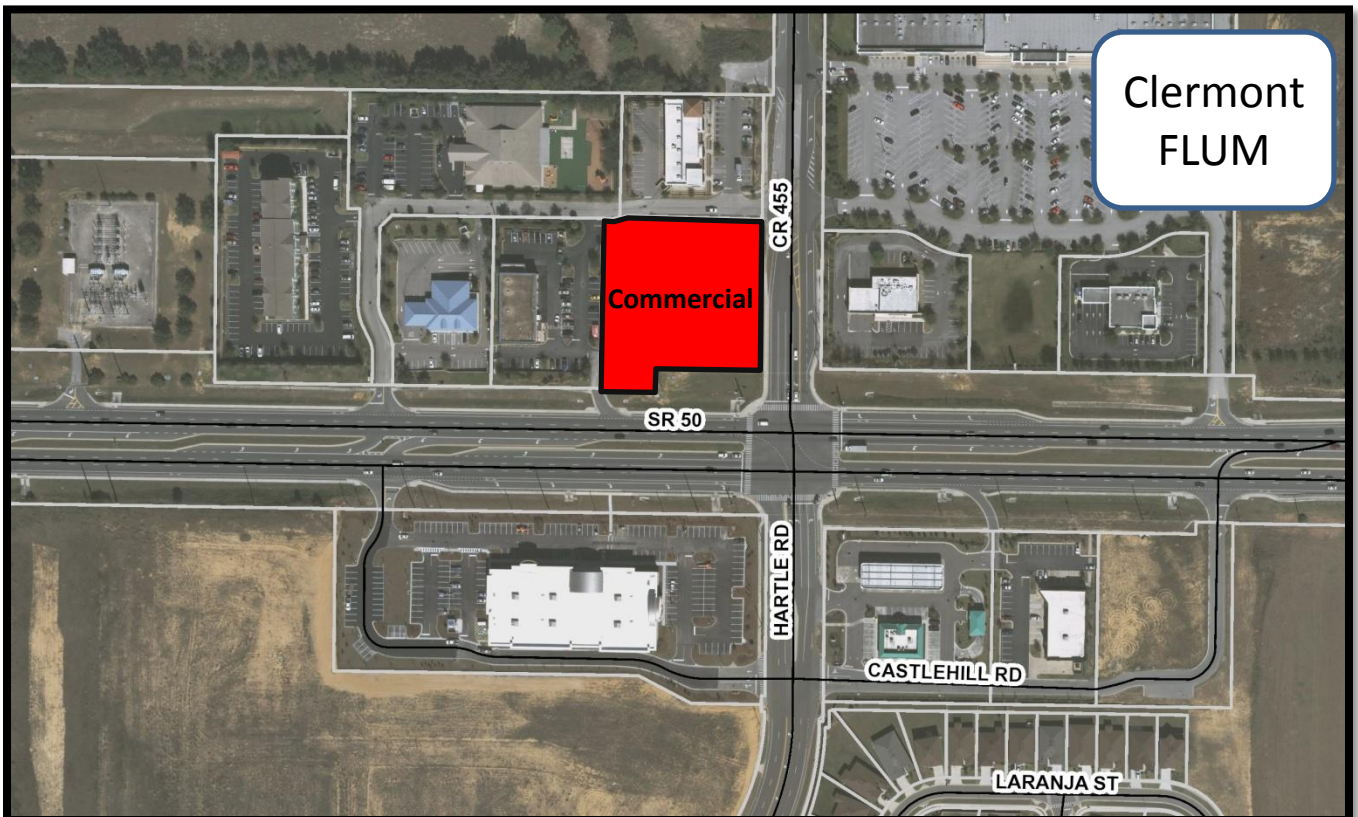
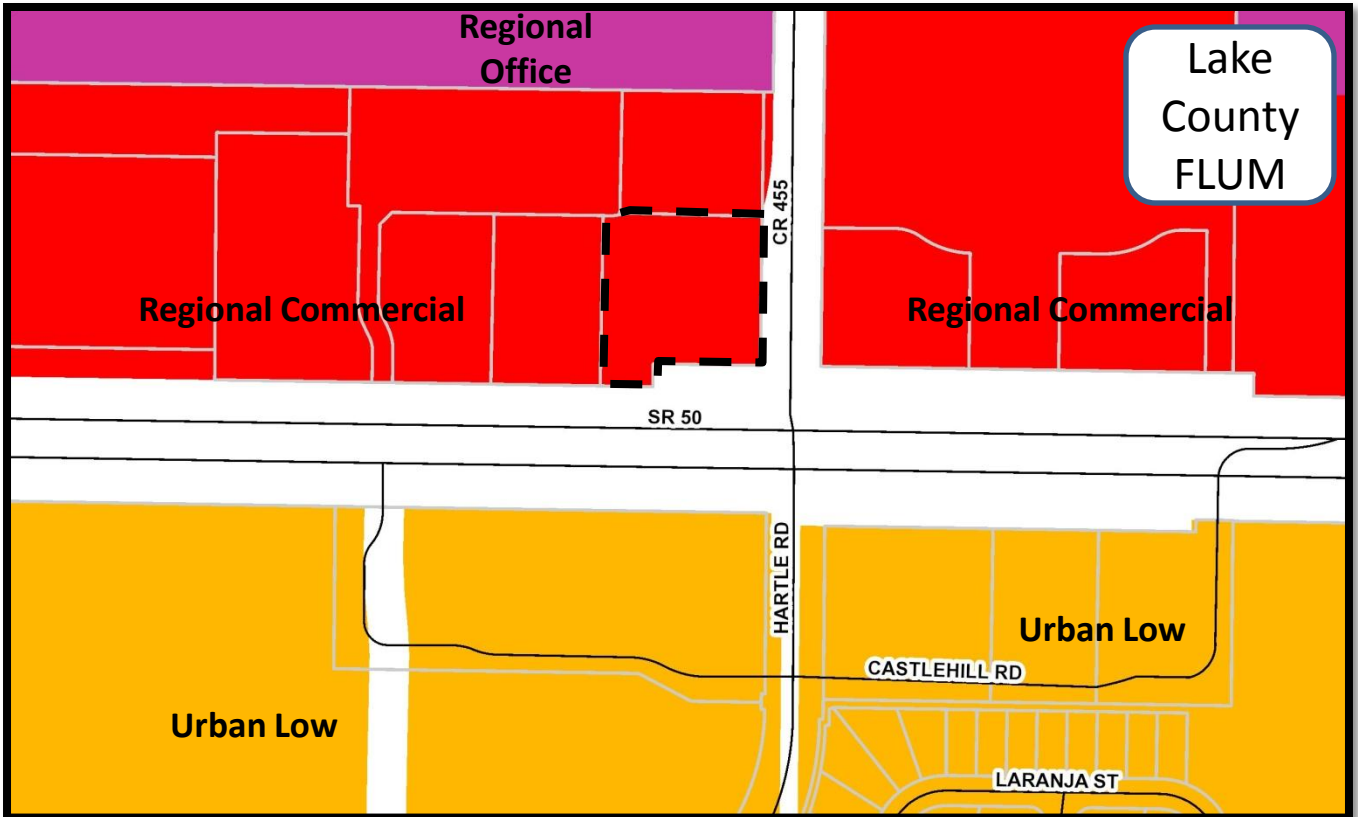
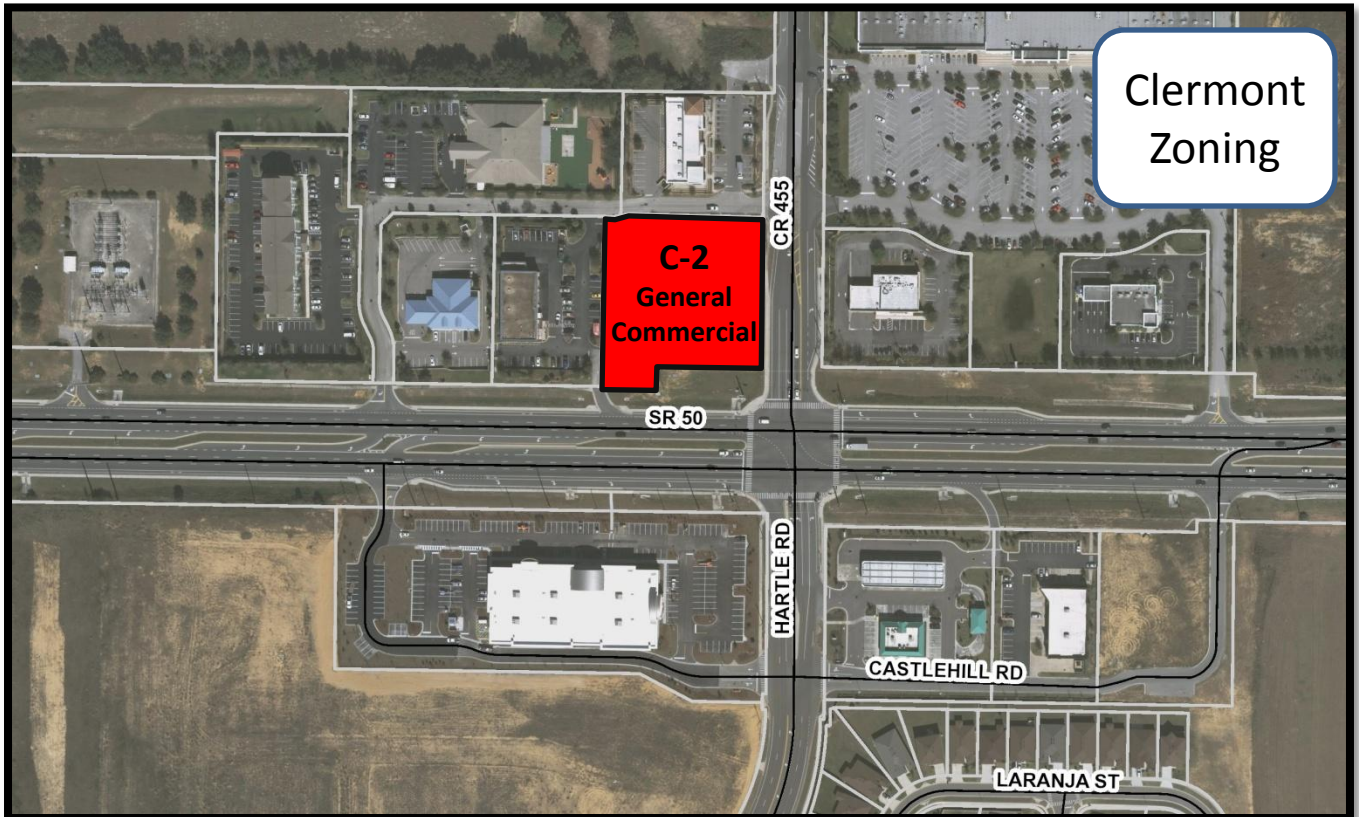
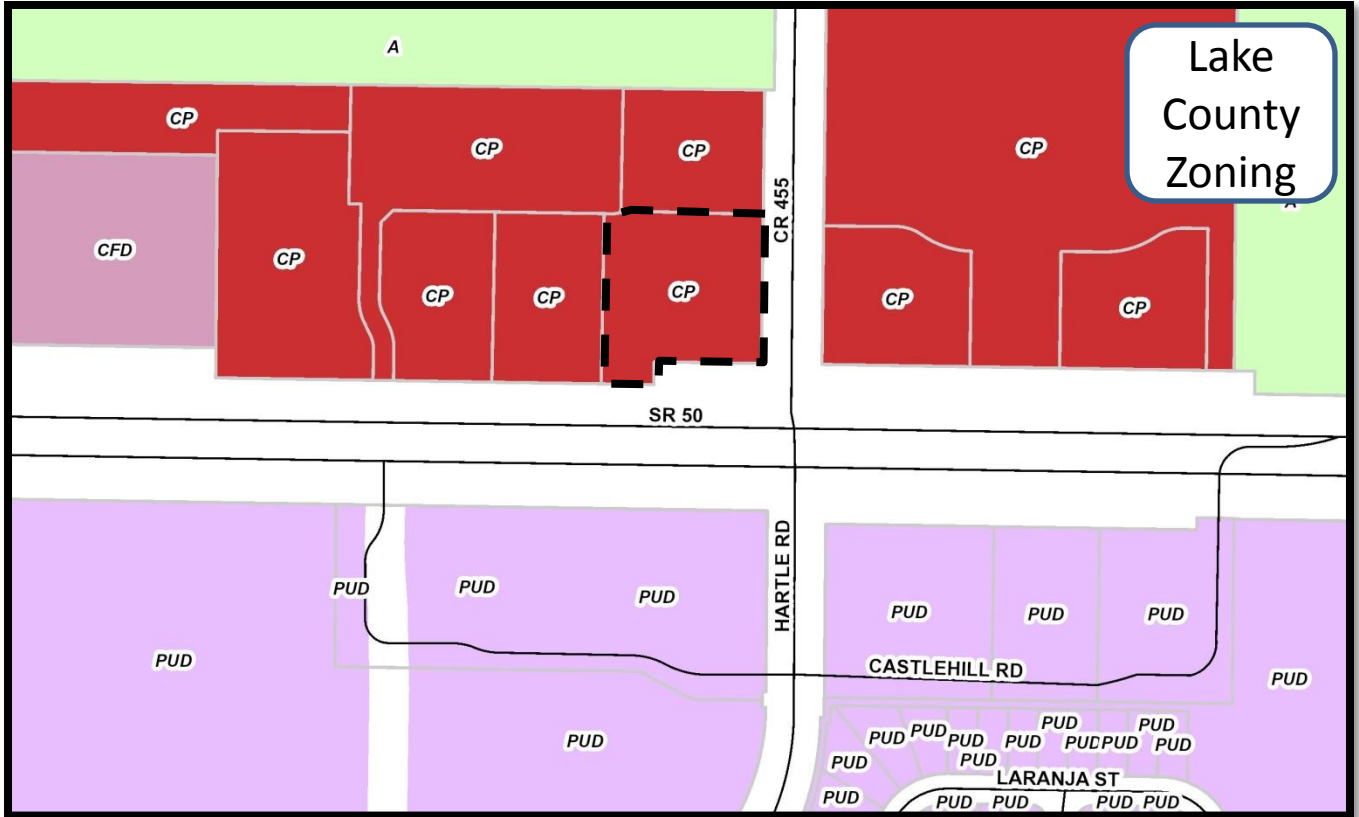


Exhibit – Zoning BP – CR 455



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.

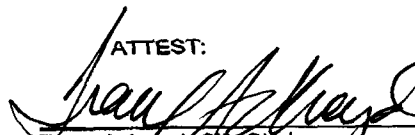
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

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.

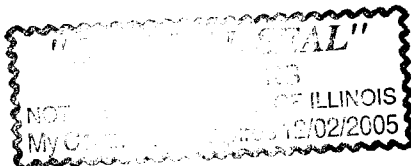
Name: W.B. Gaudreau, Jr.

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

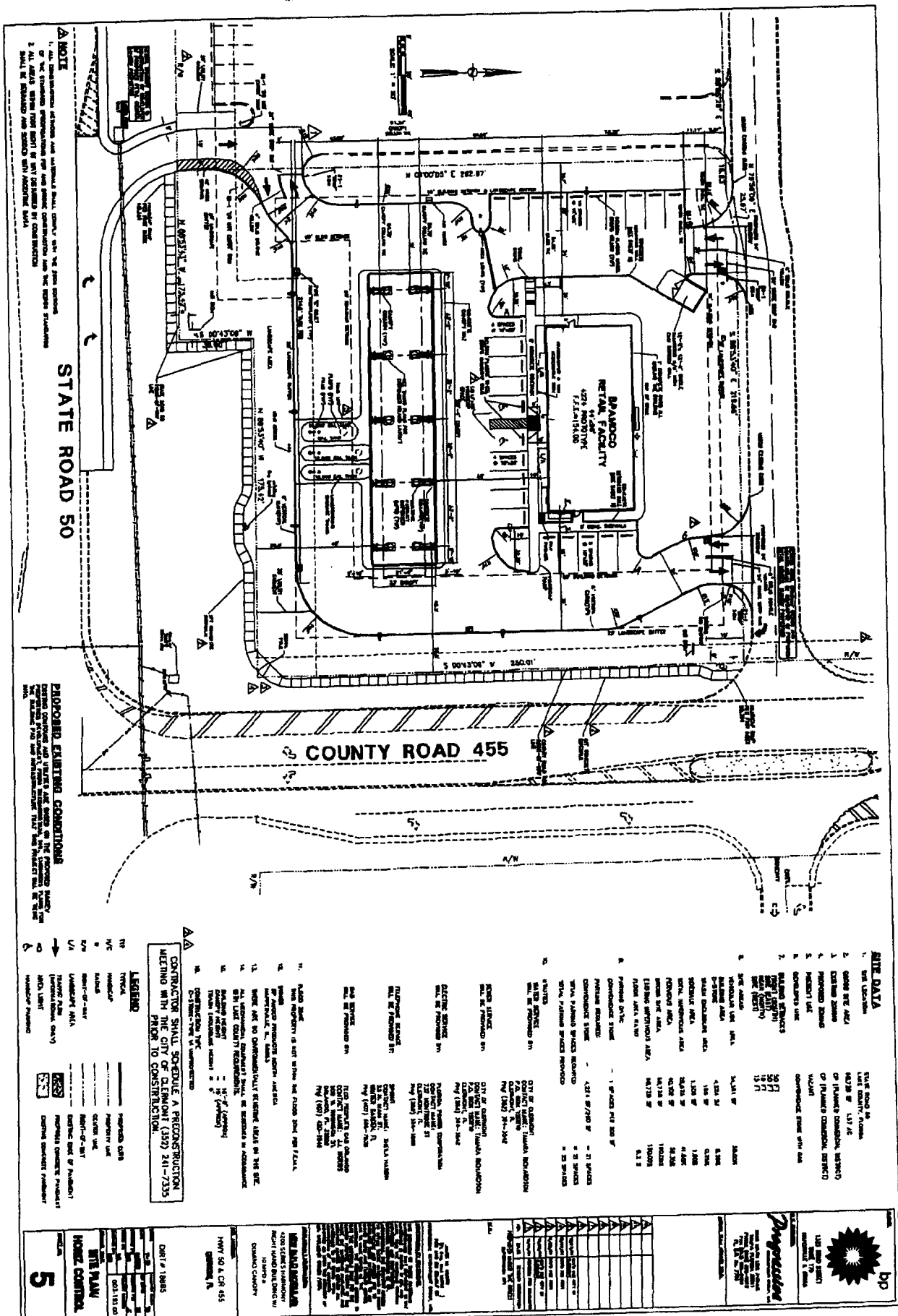
LEGAL DESCRIPTION

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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of the original document.

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

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

PROPERTY OWNER(S):

BP PRODUCTS NORTH AMERICA INC

1. BY: W. Bernard Goudeau III

Signature

W. Bernard Goudeau III

Type or print name Attorney-in-Fact

2. _____

Signature

Type or print name

WITNESSES (Two required):

1. Amy A. Evans

Signature

Amy A. Evans

Type or print name

1. M. A. O'Brien

Signature

M. A. O'Brien

Type or print name

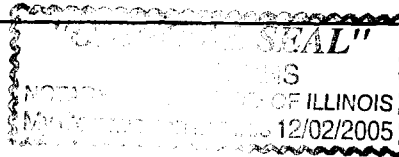
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of the original document.

STATE OF Illinois

COUNTY OF DePaul

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

SEAL:



Notary Public

Amy A. Evans

Type/print name Amy A. Evans

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

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is equivalent to the quality
of the original document.



CHICAGO TITLE INSURANCE COMPANY

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

RECEIVED

MAR 23 2005

LIMITED TITLE SEARCH CERTIFICATE

RECEIVED

MAR 23 2005

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

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

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

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

AND FIND the owner of record

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

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

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

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

ALL OTHER MATTERS of record are as follows:

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

Tax Information:

Parcel Number: 0922261100-011-00000

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

2005 Proposed Parcel Number: 0922261100-012-00000

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

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

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

CHICAGO TITLE INSURANCE COMPANY


Susan M. Holland

**City of Clermont
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 3

Commissioner Solis made a motion to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Proli. The vote was unanimous to recommend approval.

4. REQUEST FOR REZONING

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

Senior Planner 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 Proli moved to recommend approval of the rezoning; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

5. 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 (Discount Tire)

Senior Planner 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 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.

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, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-44; <i>Final</i> Discount Tire		
Requested Action		
Move to approve 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		
Annual revenue increase to the City is projected to be \$4,099.		
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 $\frac{1}{4}$ of Section 26, Township 22 south, Range 26 east, Lake County, Florida, and run south 00°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°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

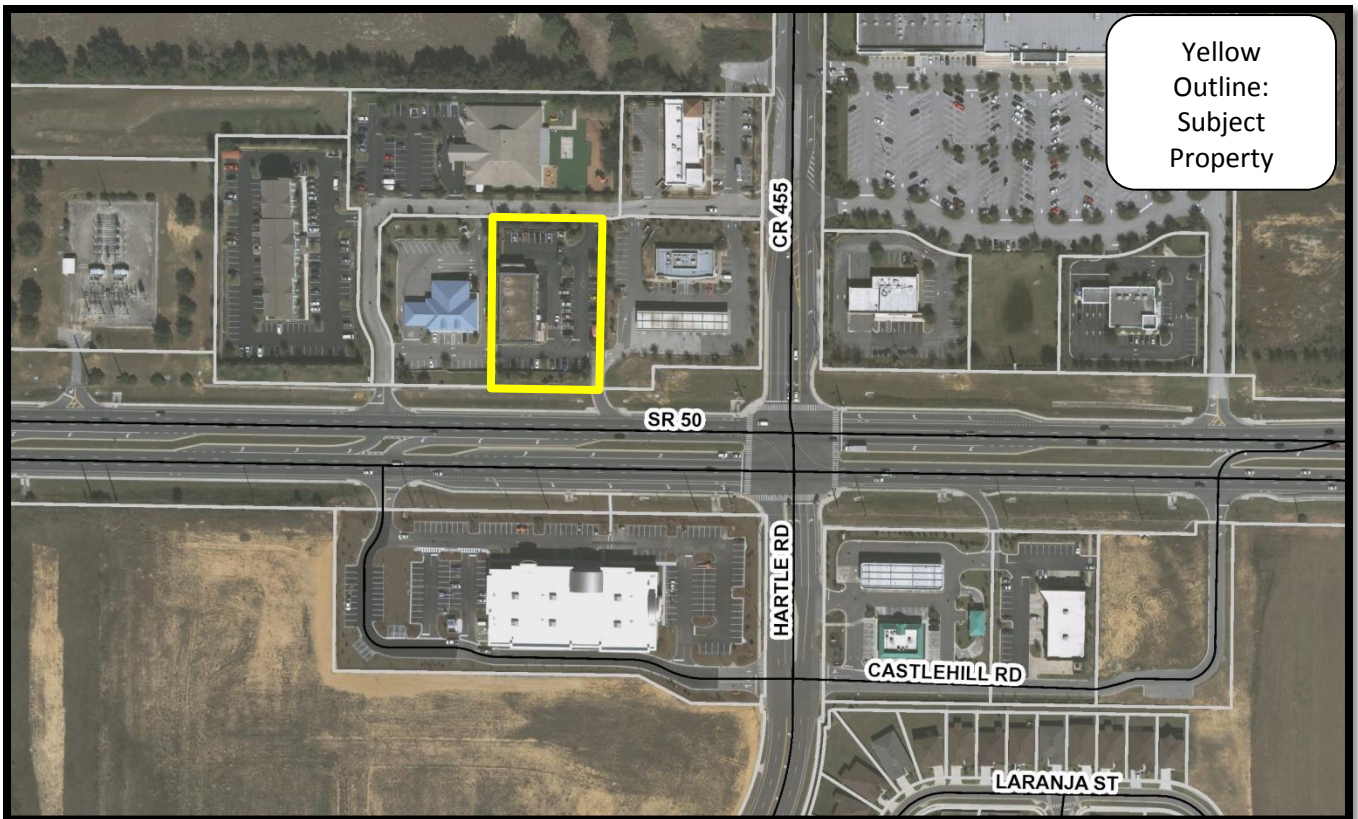


Exhibit – Future Land Use
Discount Tire

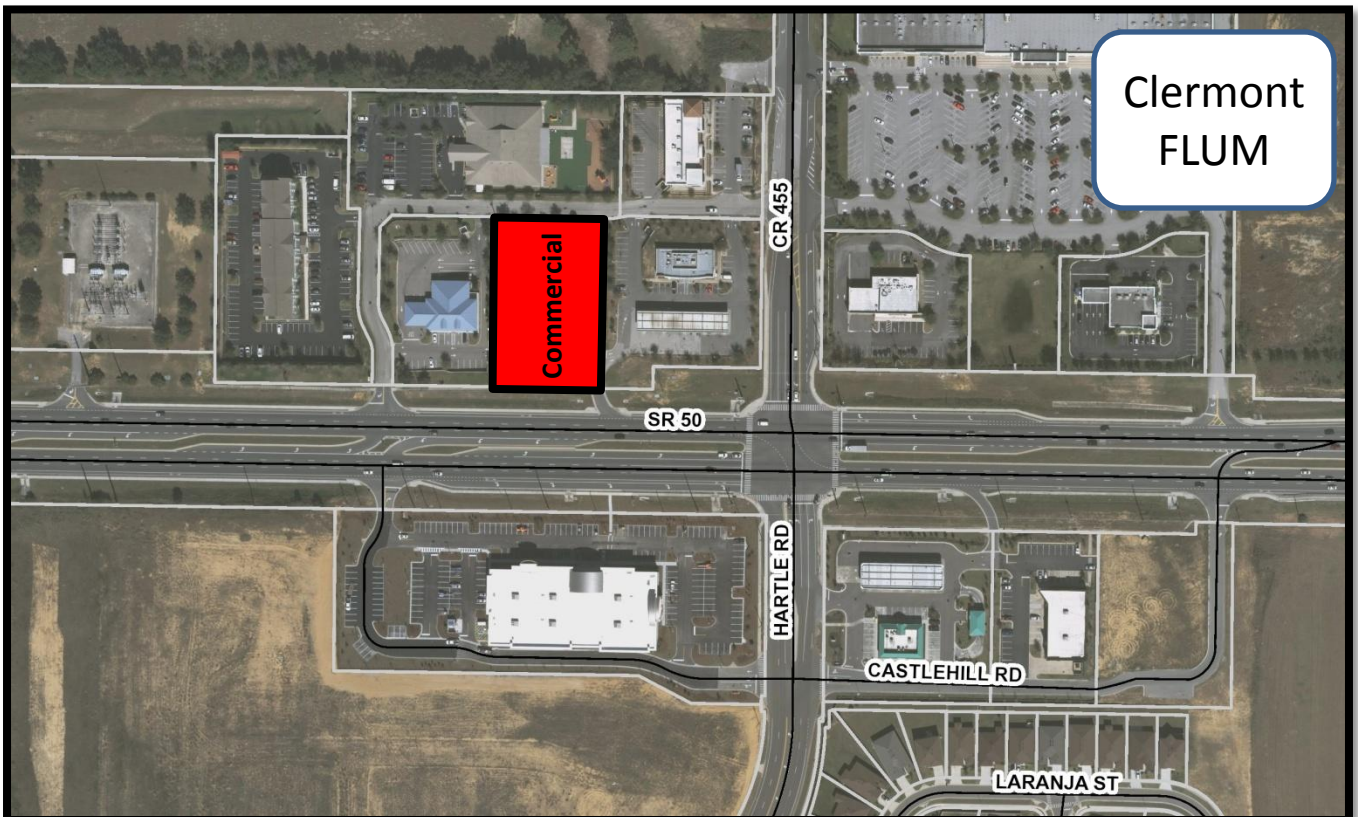
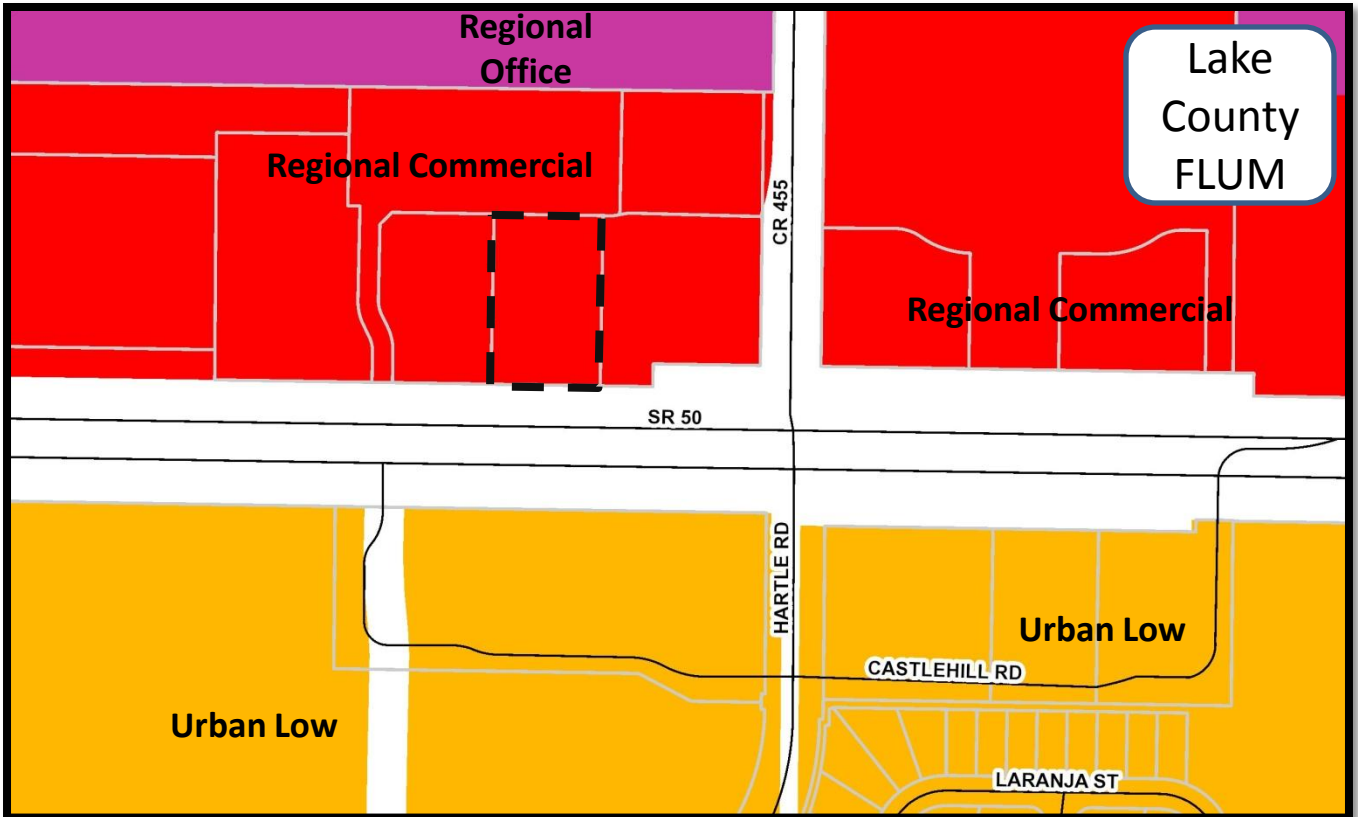
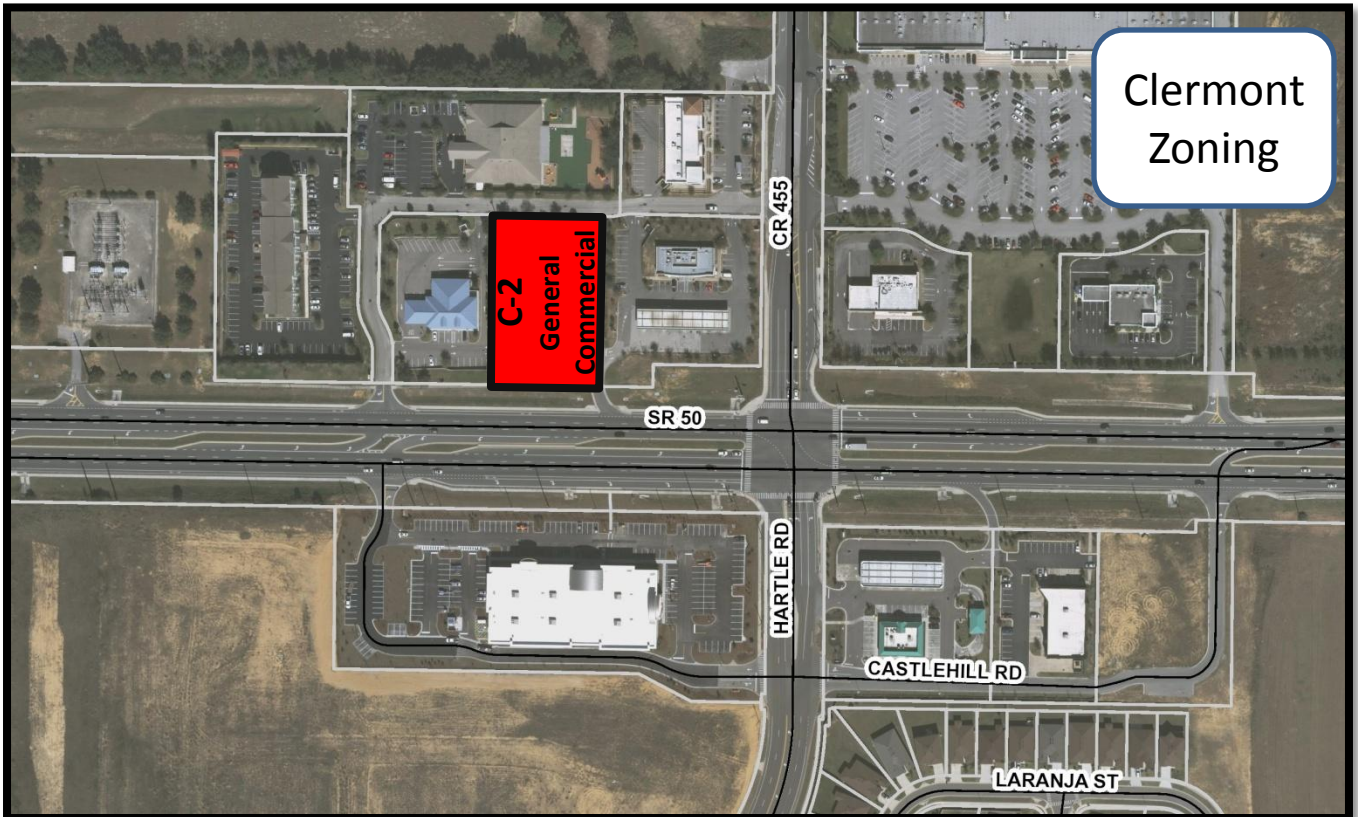


Exhibit – Zoning Discount Tire



RECEIVED

APR 19 2005

Prepared By:
City of Clermont
Tracy Ackroyd
P.O. Box 120019
Clermont, FL
34712-0219

WATER & WASTEWATER SERVICE AGREEMENT

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

WITNESSETH

Whereas, the Owner is proposing to develop a tire sales and service facility which is located on real property (the "Property") described on Exhibit "A," attached hereto and by this reference made a part hereof; and

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

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

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

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

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

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

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

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

Section 2. Water and Sewer Service.

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

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

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

Section 3. Development Standards.

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

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

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

Section 4. Annexation. The Owner agrees that the City may annex the Property into the City of Clermont if the City, in its sole discretion, chooses to do so. In conjunction herewith, the Owner shall provide to the City a Notice of Encumbrance to Annex Property in a form substantially in compliance with the form set forth in Exhibit "B," attached hereto and incorporated herein. The City shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A." The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at the Owner's expense, by a current certificate of title or opinion letter acceptable to the City and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by the Owner shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 5. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable, the provision shall be deleted from this Agreement without affecting in any respect whatsoever the validity of the remainder of this Agreement.

Section 6. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

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

OWNER

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

With copy to:

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

With copy to:

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

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

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

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

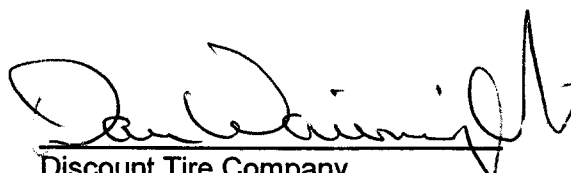
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

OWNER


Discount Tire Company
Agent

Name: DAN WAINWRIGHT

Its: SVP/Agent

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared DAN WAINWRIGHT, as Senior Vice President of BP Products North America, Inc., a Maryland Corporation, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 15 day of April, 2005.



Kathy Peters
Notary Public

EXHIBIT "A"

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

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

Contains 1.200 acres, more or less.

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this 22 day of March, 2005, between Discount Tire Company, of the County of Lake, State of Florida Grantor, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee:

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

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

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

SunDev Property - Parcel 5

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

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

Contains 1.200 acres, more or less.

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

PROPERTY OWNER(S):

1.

Signature

DAN WAINWRIGHT

Type or print name

2.

Signature

Type or print name

WITNESSES (Two required):

1.

Signature

CHAD J. GORMAN

Type or print name

1.

Signature

Dana Horns

Type or print name

STATE OF ARIZONA

COUNTY OF MARICOPA

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



Kathy Peters



SEAL:

Notary Public

Kathy Peters

Type/print name

Kathy Peters

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

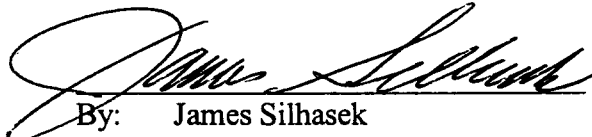
**CERTIFIED COPY OF RESOLUTIONS
OF
HALLE PROPERTIES, L.L.C.
An Arizona Limited Liability Company**

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

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

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

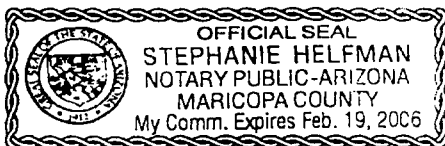
HALLE PROPERTIES, L.L.C.
An Arizona limited liability company
By: Wilanna, Inc., an Arizona corporation,
Managing Member

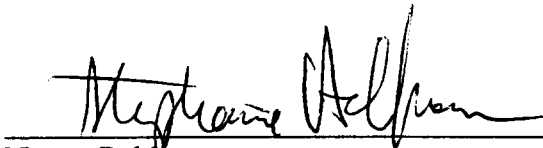

By: James Silhasek
Its: Agent

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

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




Notary Public

My Commission Expires: 2/19/06

LEGAL NOTICE

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

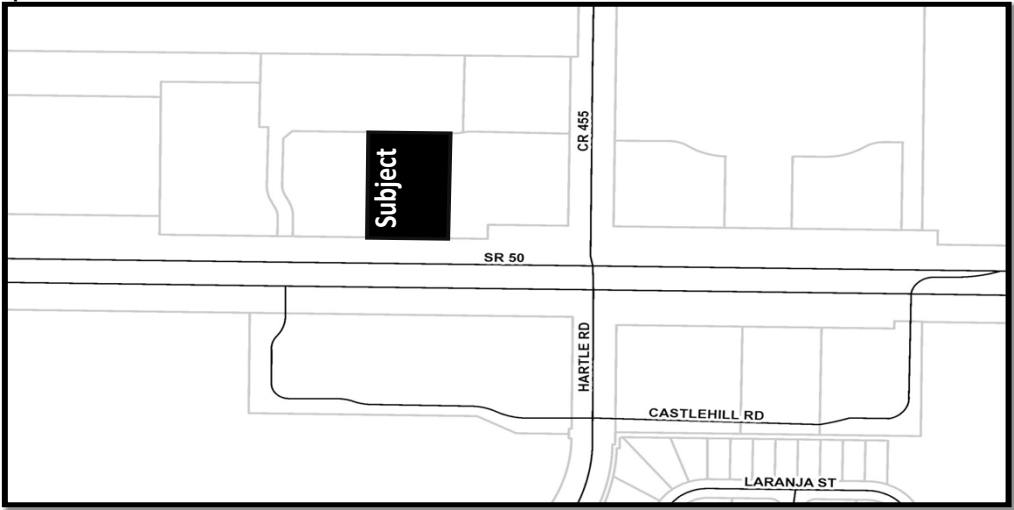
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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, May 12, 2015																	
Agenda Item Name																	
Ordinance No. 2015-45; <i>Final</i> Discount Tire																	
Requested Action																	
Move to approve 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 the small-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City. <i>At the Special Meeting of the Planning & Zoning Commission April 27, 2015, Commissioner Tony Hubbard made a motion 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 border="0"><tr><td>1.</td><td>Ordinance</td><td>Discount Tire CPA Ord. 2015-45.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Discount Tire Maps.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>2005-08 Discount Tire Utility Agreement.pdf</td></tr><tr><td>4.</td><td>P&Z Minutes</td><td>SS P&Z minutes.pdf</td></tr><tr><td>5.</td><td>Legal ad</td><td>Discount Tire CPA legal ad.docx</td></tr></table>			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.	P&Z Minutes	SS P&Z minutes.pdf	5.	Legal ad	Discount Tire CPA legal ad.docx
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4.	P&Z Minutes	SS P&Z minutes.pdf															
5.	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

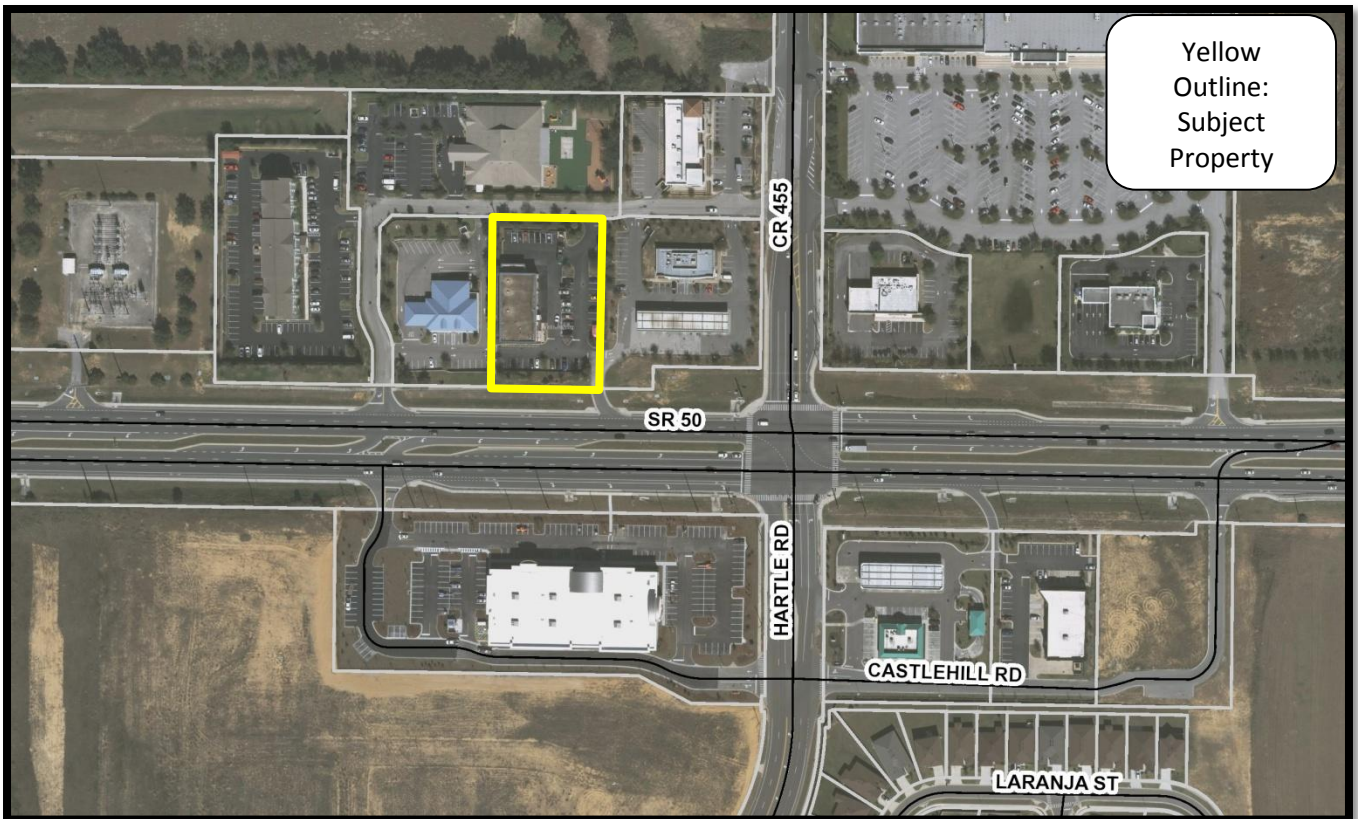


Exhibit – Future Land Use
Discount Tire

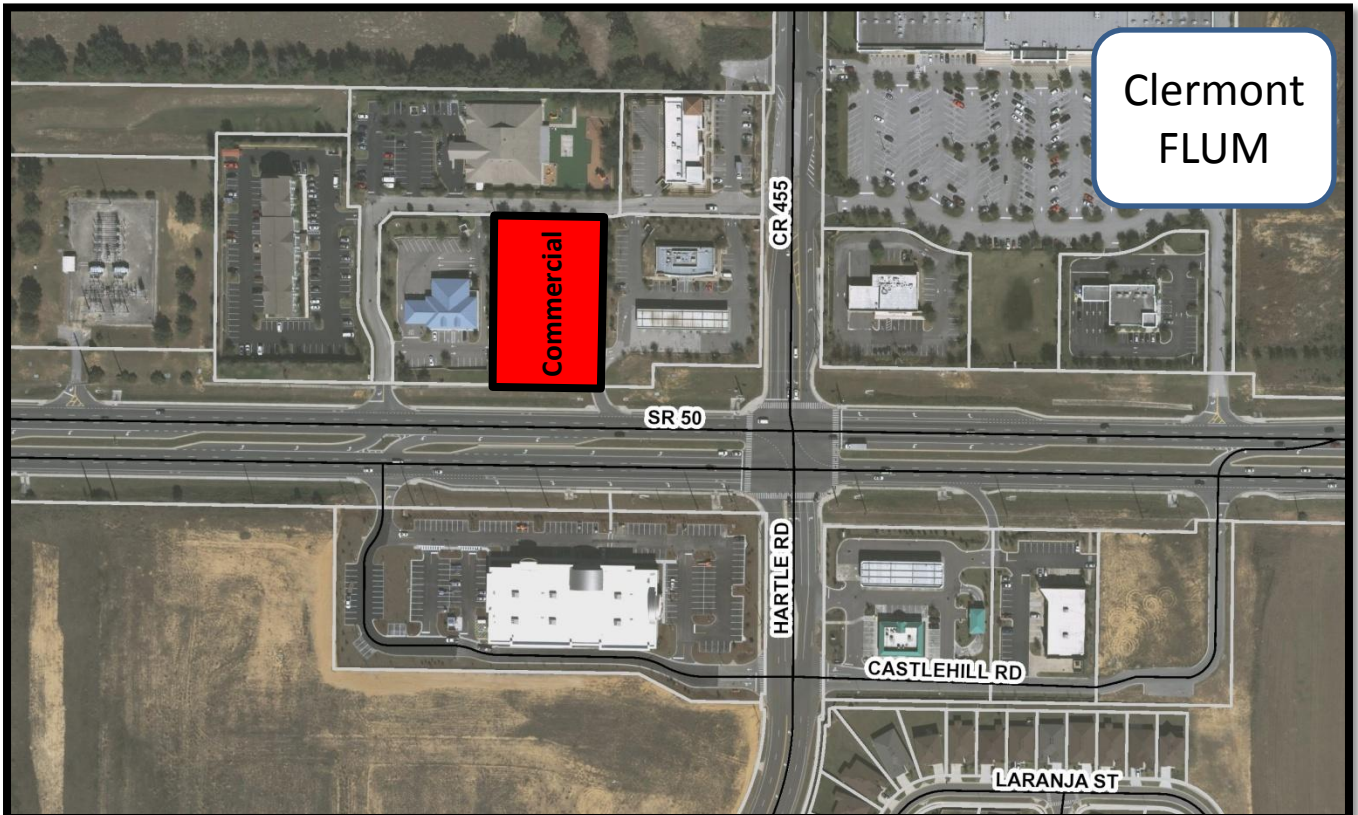
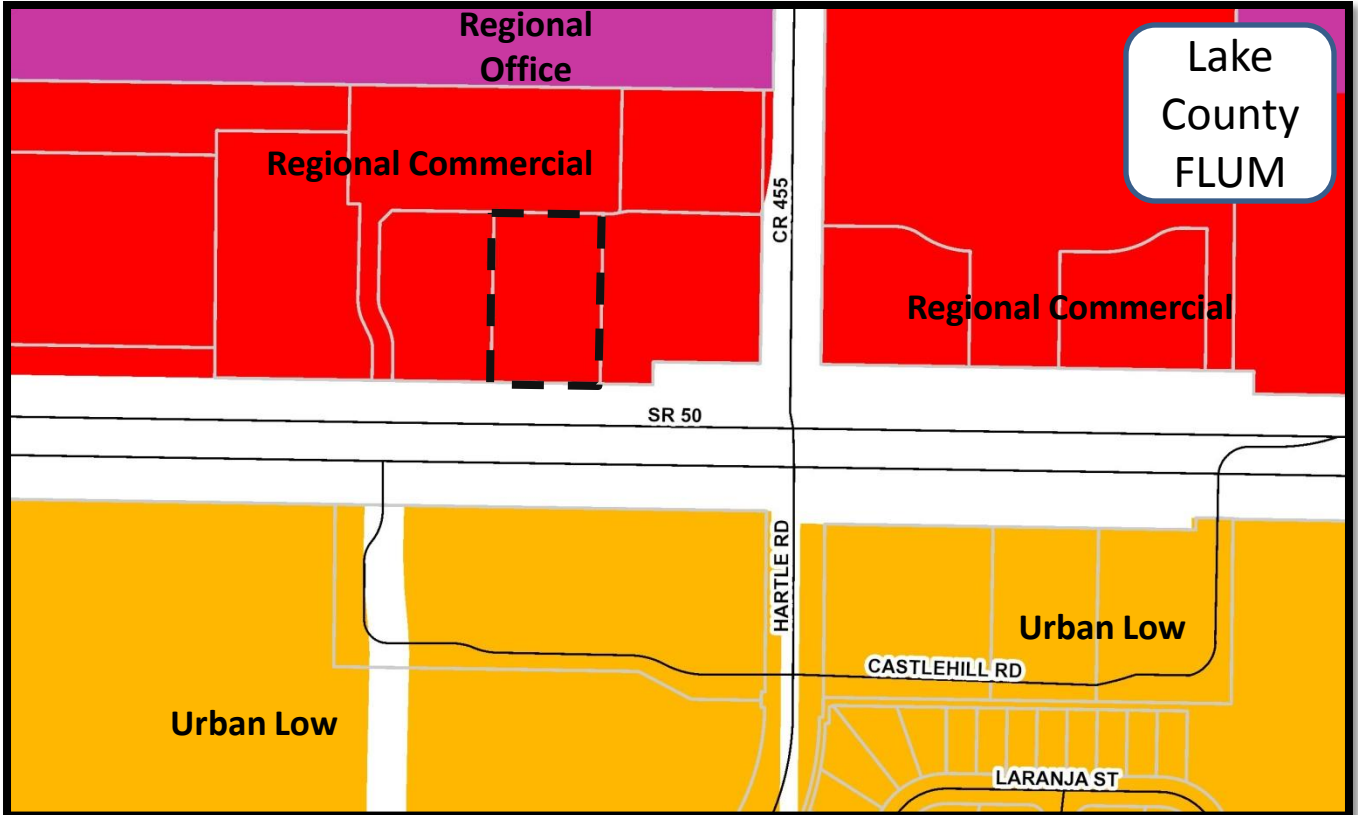
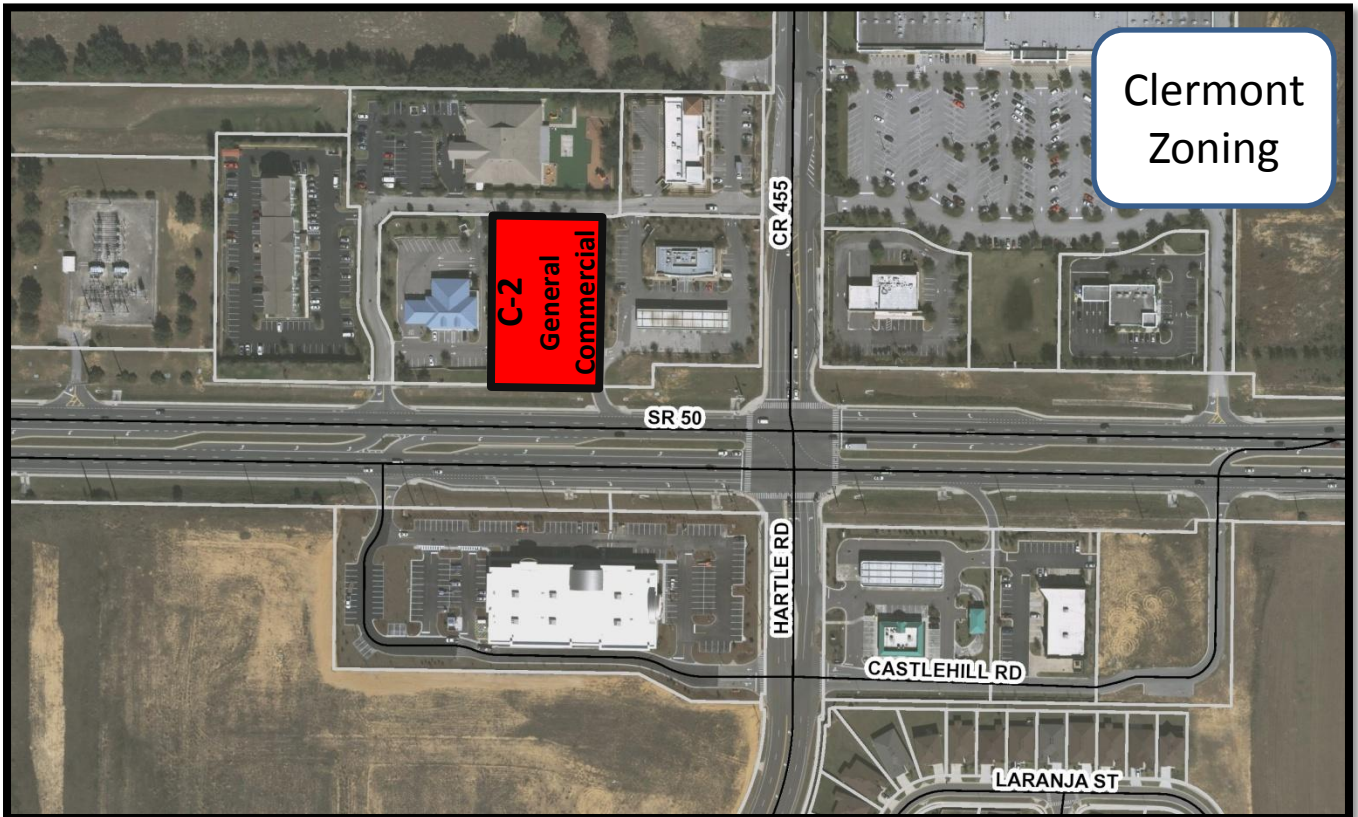


Exhibit – Zoning Discount Tire



Lake
County
Zoning



Clermont
Zoning

RECEIVED

APR 19 2005

Prepared by:
City of Clermont
Tracy Ackroyd
P.O. Box 120019
Clermont, FL
34712-0219

WATER & WASTEWATER SERVICE AGREEMENT

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

WITNESSETH

Whereas, the Owner is proposing to develop a tire sales and service facility which is located on real property (the "Property") described on Exhibit "A," attached hereto and by this reference made a part hereof; and

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

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

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

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

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

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

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

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

Section 2. Water and Sewer Service.

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

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

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

Section 3. Development Standards.

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

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

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

Section 4. Annexation. The Owner agrees that the City may annex the Property into the City of Clermont if the City, in its sole discretion, chooses to do so. In conjunction herewith, the Owner shall provide to the City a Notice of Encumbrance to Annex Property in a form substantially in compliance with the form set forth in Exhibit "B," attached hereto and incorporated herein. The City shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A." The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at the Owner's expense, by a current certificate of title or opinion letter acceptable to the City and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by the Owner shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 5. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable, the provision shall be deleted from this Agreement without affecting in any respect whatsoever the validity of the remainder of this Agreement.

Section 6. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

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

OWNER

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

With copy to:

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

With copy to:

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

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

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

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

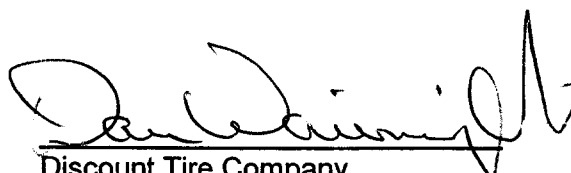
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

OWNER


Discount Tire Company
Agent

Name: DAN WAINWRIGHT

Its: SVP/Agent

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared DAN WAINWRIGHT, as Senior Vice President of BP Products North America, Inc., a Maryland Corporation, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 15 day of April, 2005.



Kathy Peters
Notary Public

EXHIBIT "A"

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

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

Contains 1.200 acres, more or less.

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this 22 day of March, 2005, between Discount Tire Company, of the County of Lake, State of Florida Grantor, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee:

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

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

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

SunDev Property - Parcel 5

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

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

Contains 1.200 acres, more or less.

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

PROPERTY OWNER(S):

1.

Signature

DAN WAINWRIGHT

Type or print name

2.

Signature

Type or print name

WITNESSES (Two required):

1.

Signature

CHAD J. GORMAN

Type or print name

1.

Signature

Dana Horns

Type or print name

STATE OF ARIZONA

COUNTY OF MARICOPA

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



Kathy Peters



SEAL:

Notary Public

Kathy Peters

Type/print name

Kathy Peters

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

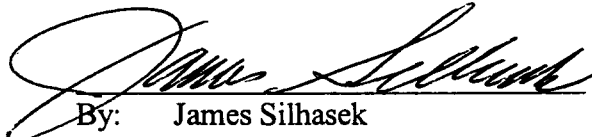
**CERTIFIED COPY OF RESOLUTIONS
OF
HALLE PROPERTIES, L.L.C.
An Arizona Limited Liability Company**

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

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

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

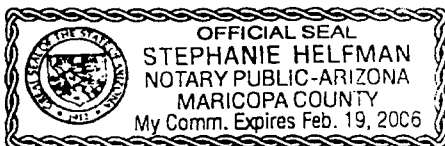
HALLE PROPERTIES, L.L.C.
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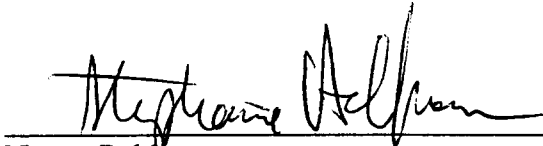

By: James Silhasek
Its: Agent

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
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 3

Commissioner Solis made a motion to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Proli. The vote was unanimous to recommend approval.

4. REQUEST FOR REZONING

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

APPLICANT: Staff (BP)

Senior Planner 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 Proli moved to recommend approval of the rezoning; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

5. 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 (Discount Tire)

Senior Planner 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 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.

**City of Clermont
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 4

Commissioner Hubbard made a motion to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Proli. The vote was unanimous to recommend approval.

6. REQUEST FOR REZONING

REQUEST: To change zoning from UE Urban Estate to C-2 General Commercial
APPLICANT: Staff (Discount Tire)

Senior Planner 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 Proli moved to recommend approval of the rezoning; seconded by Commissioner Solis. 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 (Harbor Federal)

Senior Planner 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 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.

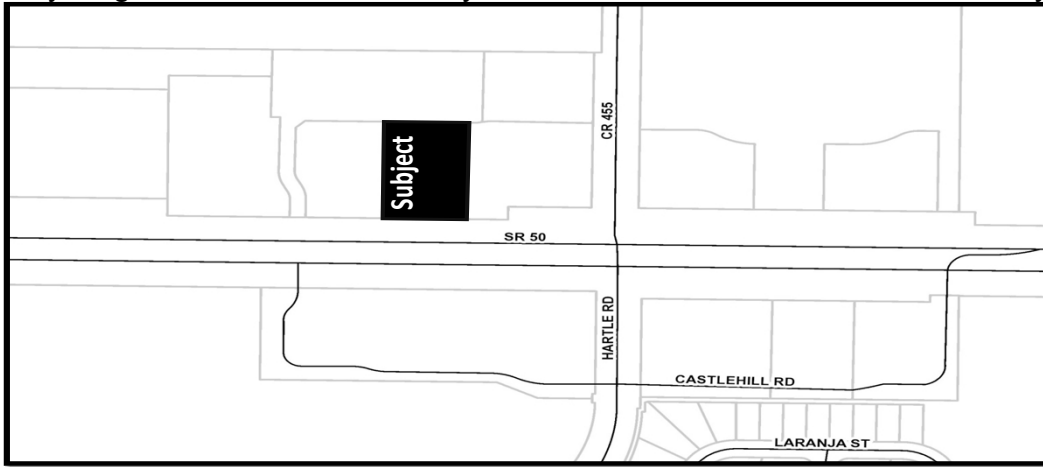
CITY OF CLERMONT

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, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-46; <i>Final</i> Discount Tire		
Requested Action		
Move to approve 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. <i>At the Special Planning & Zoning Commission meeting April 27, 2015, Commissioner Judy Proli 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	Discount Tire REZ ORD 2015-46.doc	
2. Maps	Discount Tire Maps.pdf	
3. Utility Agreement	2005-08 Discount Tire Utility Agreement.pdf	
4. P&Z Minutes	Rezoning P&Z minutes.pdf	
5. Legal ad	Discount Tire REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-46

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

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

SECTION 1:

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

LEGAL DESCRIPTION

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

Alternate Key 3835997; 16407 SR 50

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

SECTION 2:

CITY OF CLERMONT
ORDINANCE No. 2015-46

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

SECTION 3:

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

SECTION 4:

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-46

Florida on this 12th day of May, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Discount Tire

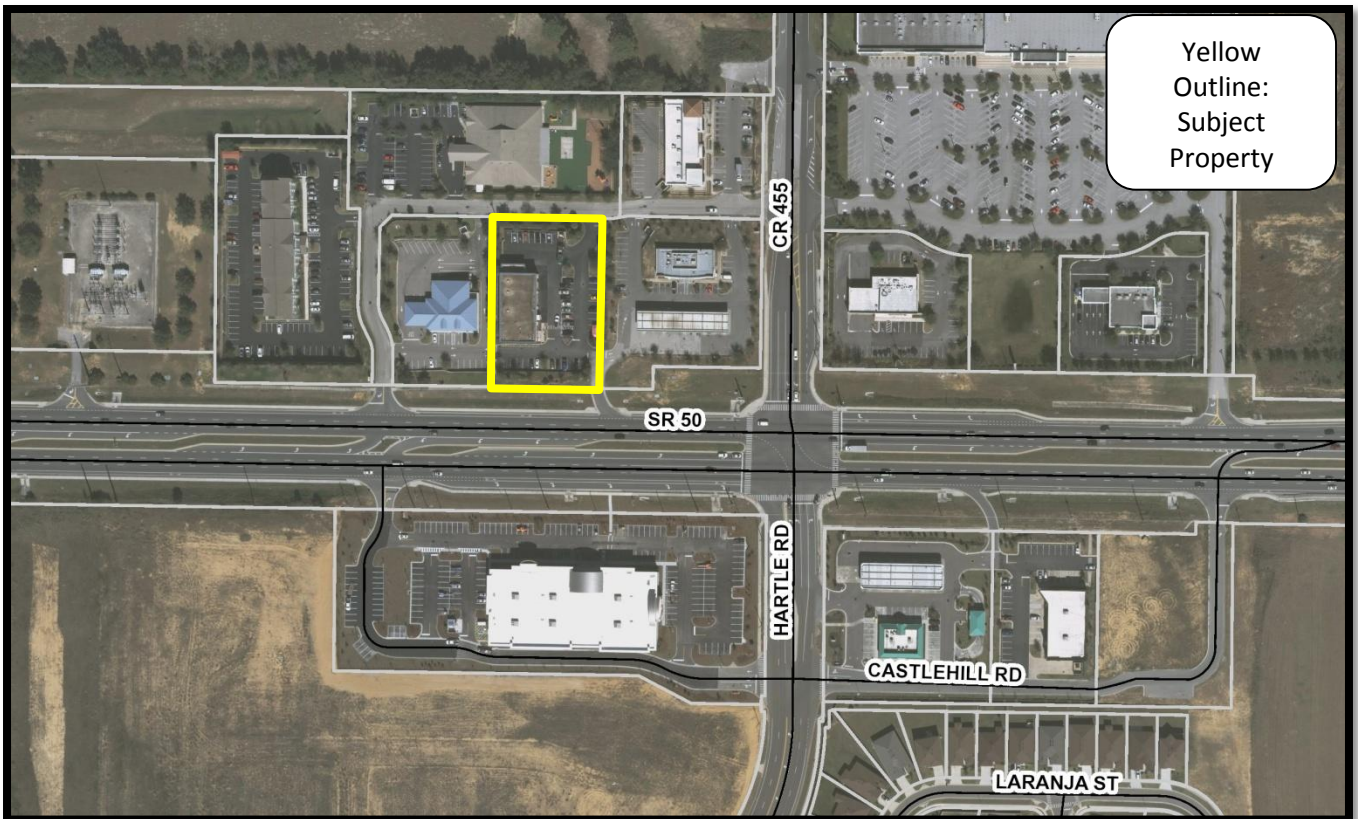


Exhibit – Future Land Use
Discount Tire

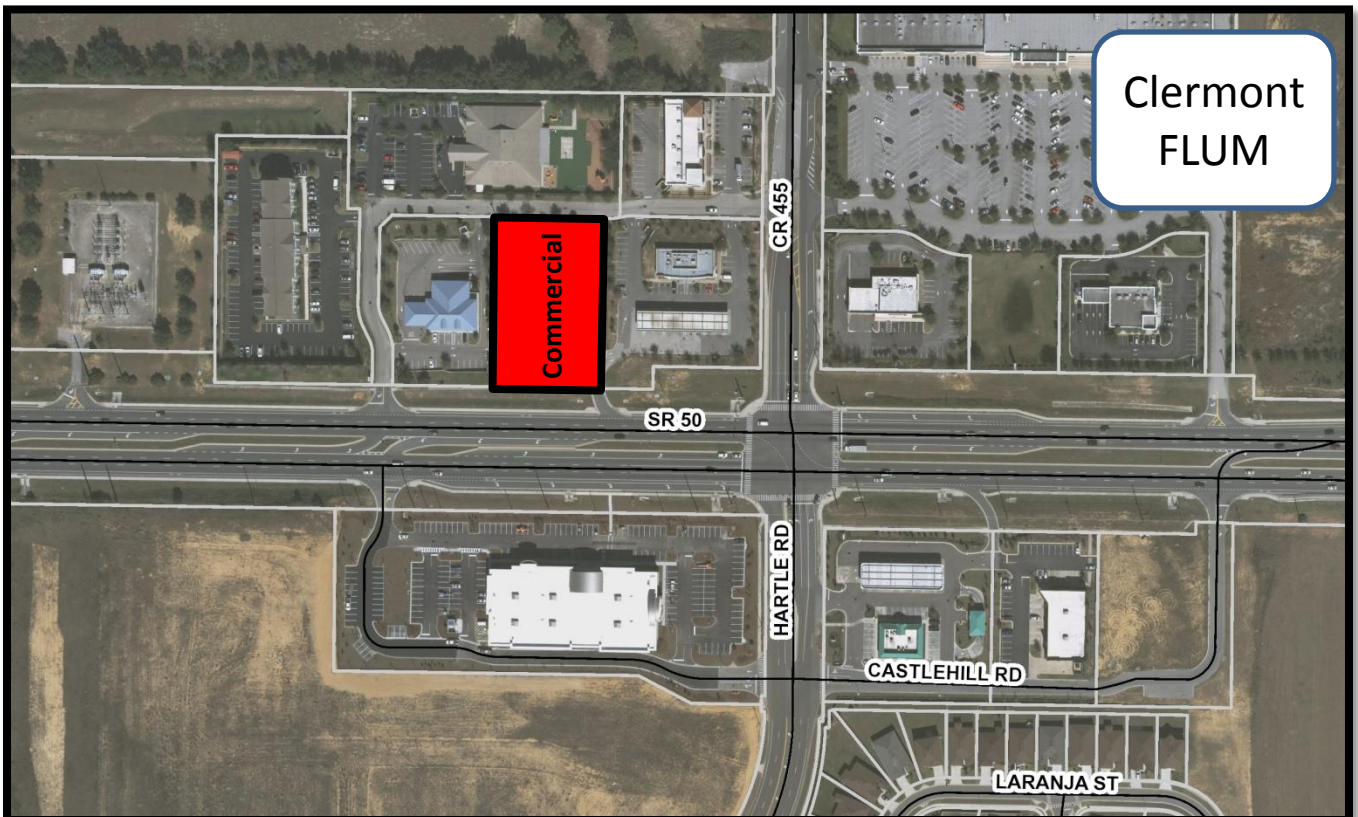
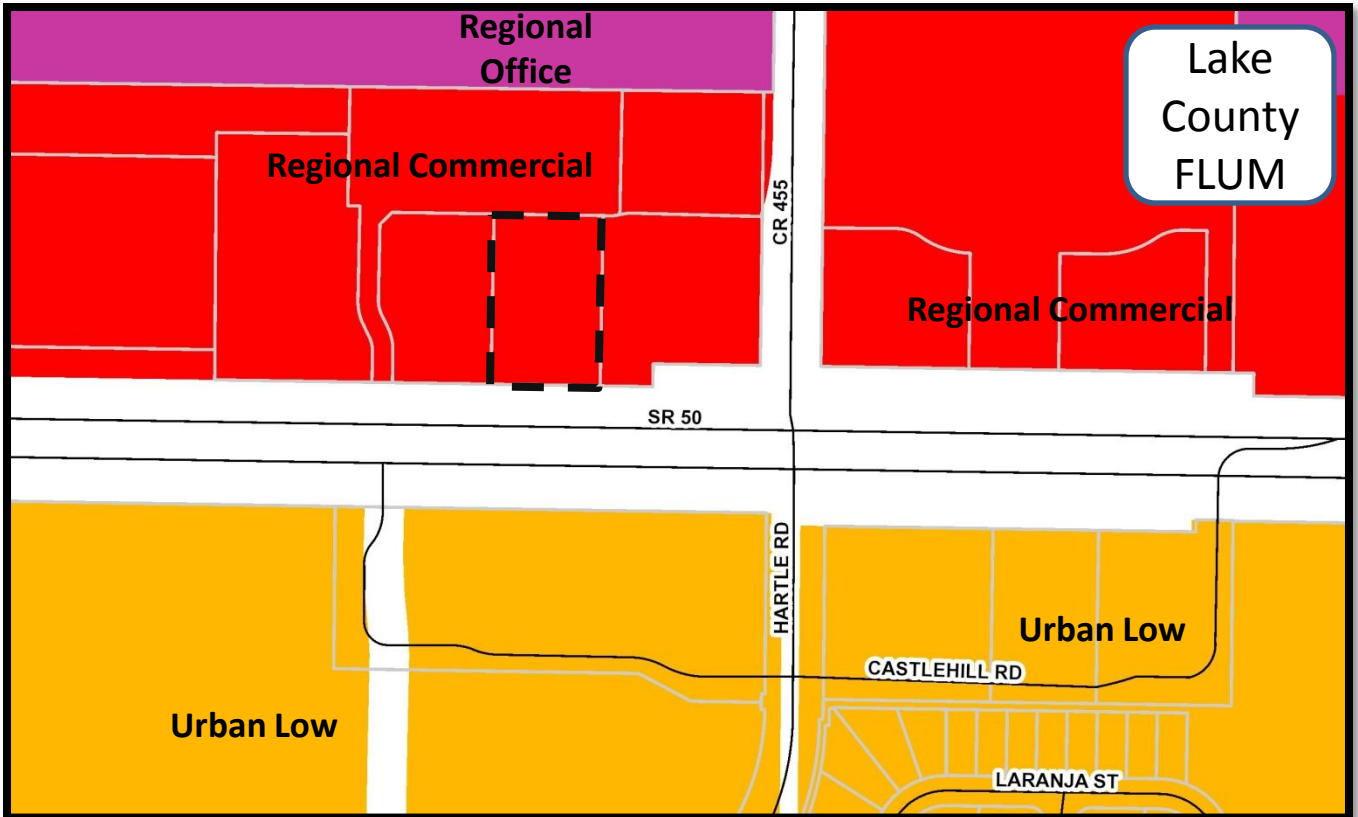
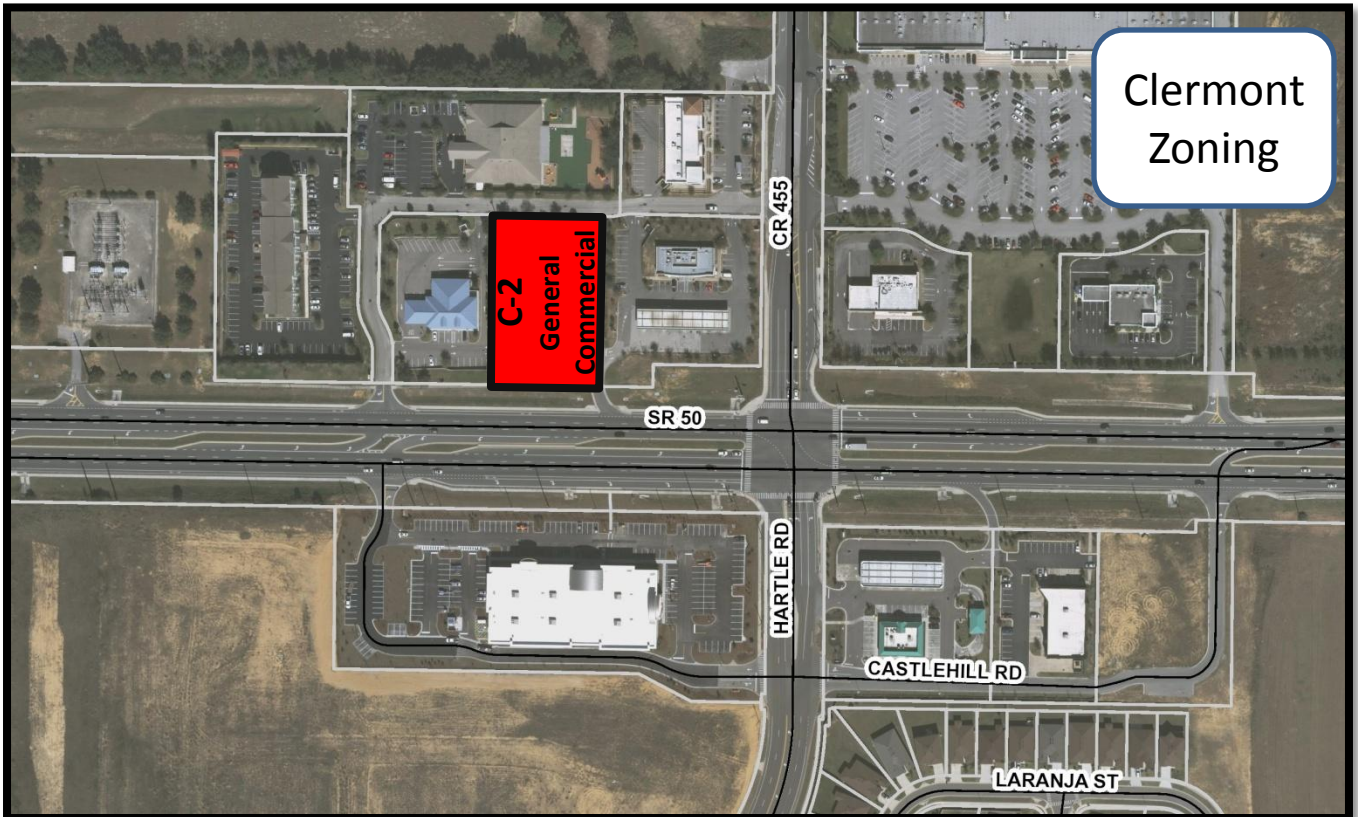


Exhibit – Zoning Discount Tire



RECEIVED

APR 19 2005

Prepared by:
City of Clermont
Tracy Ackroyd
P.O. Box 120019
Clermont, FL
34712-0219

WATER & WASTEWATER SERVICE AGREEMENT

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

WITNESSETH

Whereas, the Owner is proposing to develop a tire sales and service facility which is located on real property (the "Property") described on Exhibit "A," attached hereto and by this reference made a part hereof; and

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

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

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

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

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

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

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

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

Section 2. Water and Sewer Service.

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

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

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

Section 3. Development Standards.

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

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

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

Section 4. Annexation. The Owner agrees that the City may annex the Property into the City of Clermont if the City, in its sole discretion, chooses to do so. In conjunction herewith, the Owner shall provide to the City a Notice of Encumbrance to Annex Property in a form substantially in compliance with the form set forth in Exhibit "B," attached hereto and incorporated herein. The City shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A." The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at the Owner's expense, by a current certificate of title or opinion letter acceptable to the City and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by the Owner shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 5. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable, the provision shall be deleted from this Agreement without affecting in any respect whatsoever the validity of the remainder of this Agreement.

Section 6. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

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

OWNER

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

With copy to:

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

With copy to:

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

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

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

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

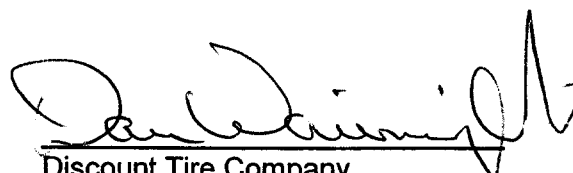
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

OWNER


Discount Tire Company
Agent

Name: DAN WAINWRIGHT

Its: SVP/Agent

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

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared DAN WAINWRIGHT, as Senior Vice President of BP Products North America, Inc., a Maryland Corporation, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 15 day of April, 2005.



Kathy Peters
Notary Public

EXHIBIT "A"

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

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

Contains 1.200 acres, more or less.

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this 22 day of March, 2005, between Discount Tire Company, of the County of Lake, State of Florida Grantor, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee:

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

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

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

SunDev Property - Parcel 5

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

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

Contains 1.200 acres, more or less.

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

PROPERTY OWNER(S):

1.

Signature

DAN WAINWRIGHT
Type or print name

2.

Signature

Type or print name

WITNESSES (Two required):

1.

Signature

CHAD J. GORMAN
Type or print name

1.

Signature

Dana Horns
Type or print name

STATE OF ARIZONA

COUNTY OF MARICOPA

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





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

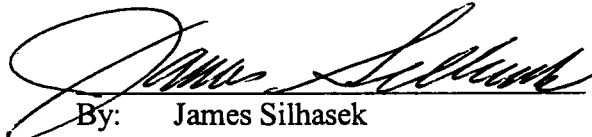
**CERTIFIED COPY OF RESOLUTIONS
OF
HALLE PROPERTIES, L.L.C.
An Arizona Limited Liability Company**

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.

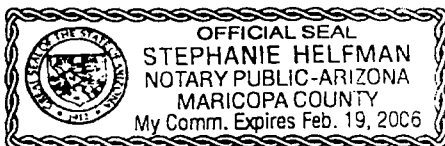
HALLE PROPERTIES, L.L.C.
An Arizona limited liability company
By: Wilanna, Inc., an Arizona corporation,
Managing Member

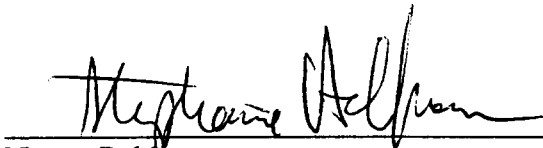

By: James Silhasek
Its: Agent

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
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 4

Commissioner Hubbard made a motion to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Proli. The vote was unanimous to recommend approval.

6. REQUEST FOR REZONING

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

APPLICANT: Staff (Discount Tire)

Senior Planner 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 Proli moved to recommend approval of the rezoning; seconded by Commissioner Solis. 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 (Harbor Federal)

Senior Planner 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 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.

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 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 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

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, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-47; <i>Final</i> Harbor Federal		
Requested Action		
Move to approve 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		
Annual revenue increase to the City is projected to be approximately \$2,331.		
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

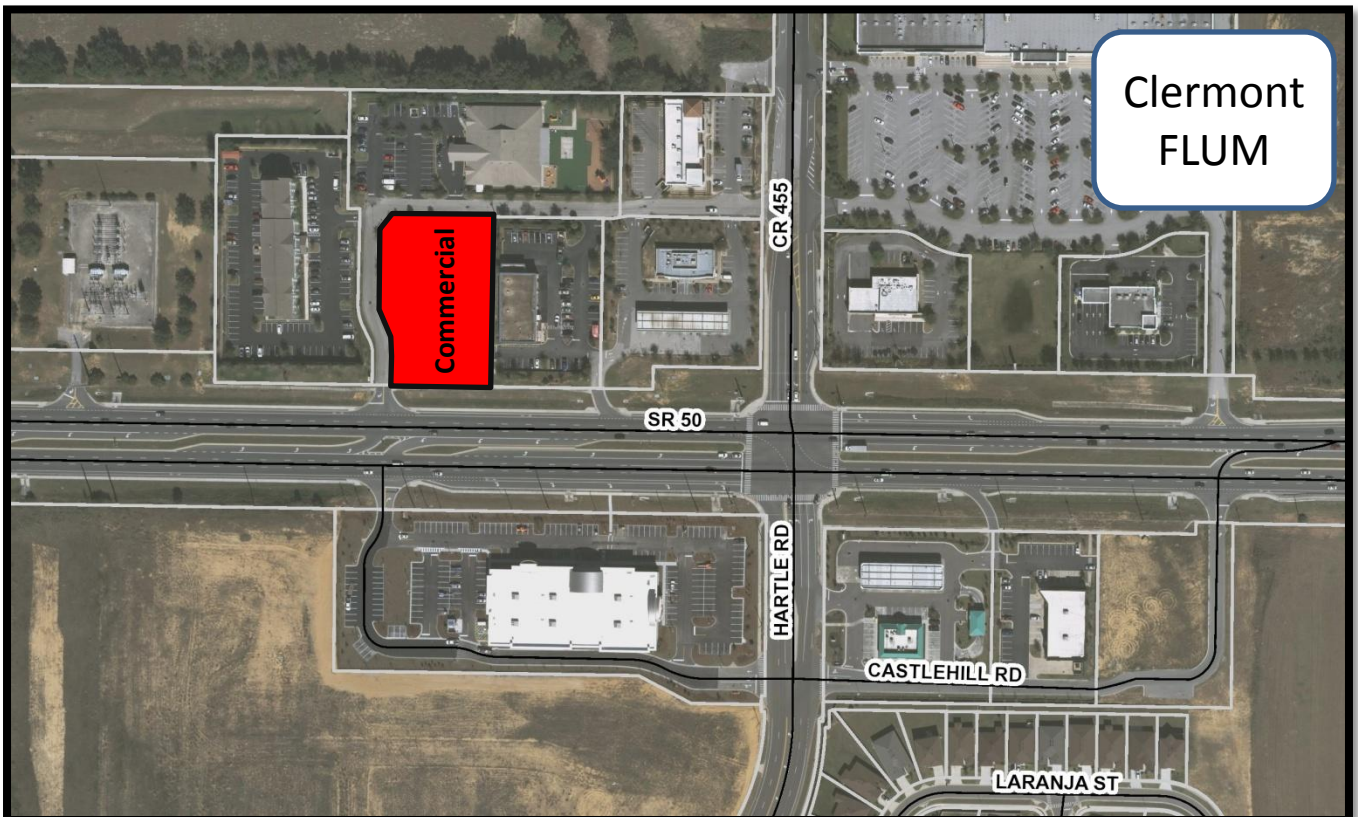
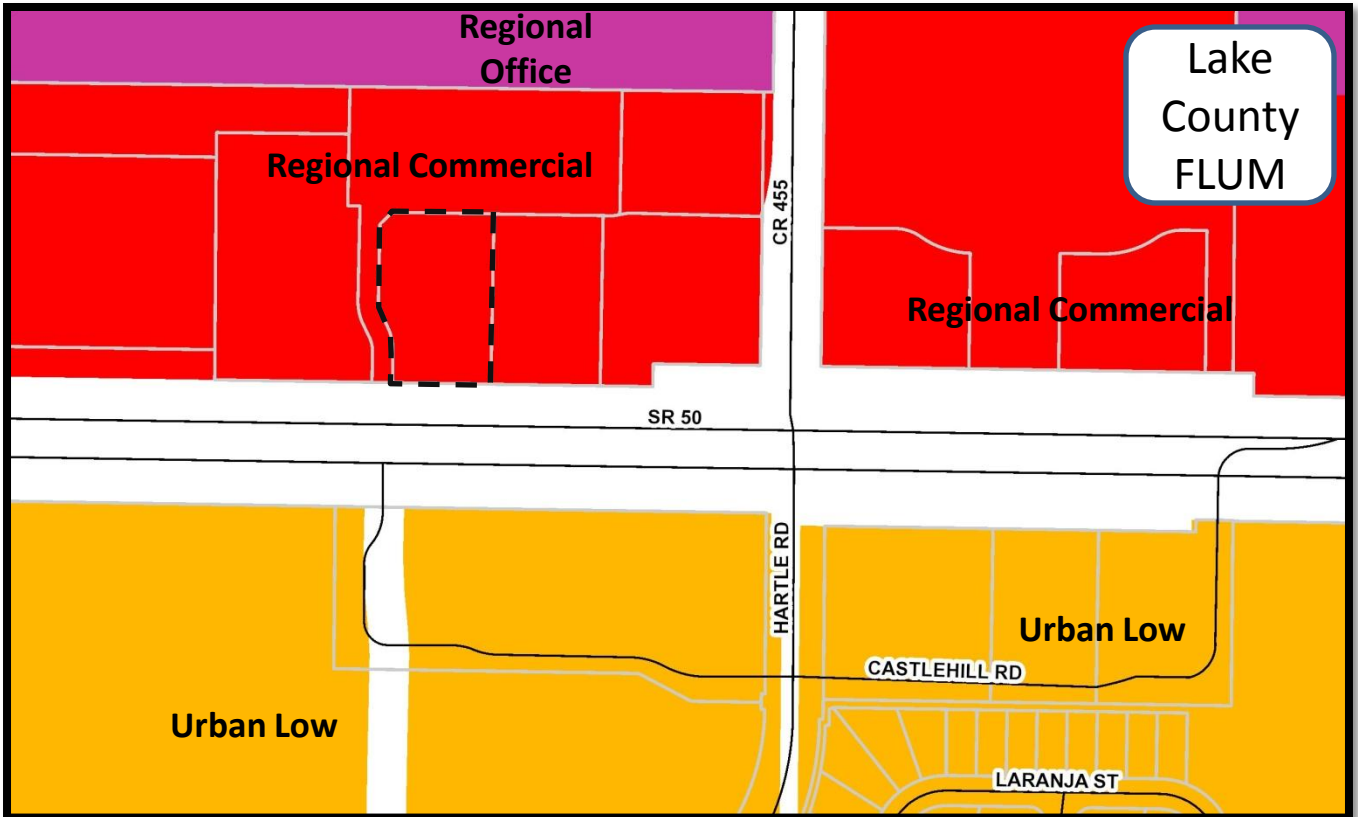
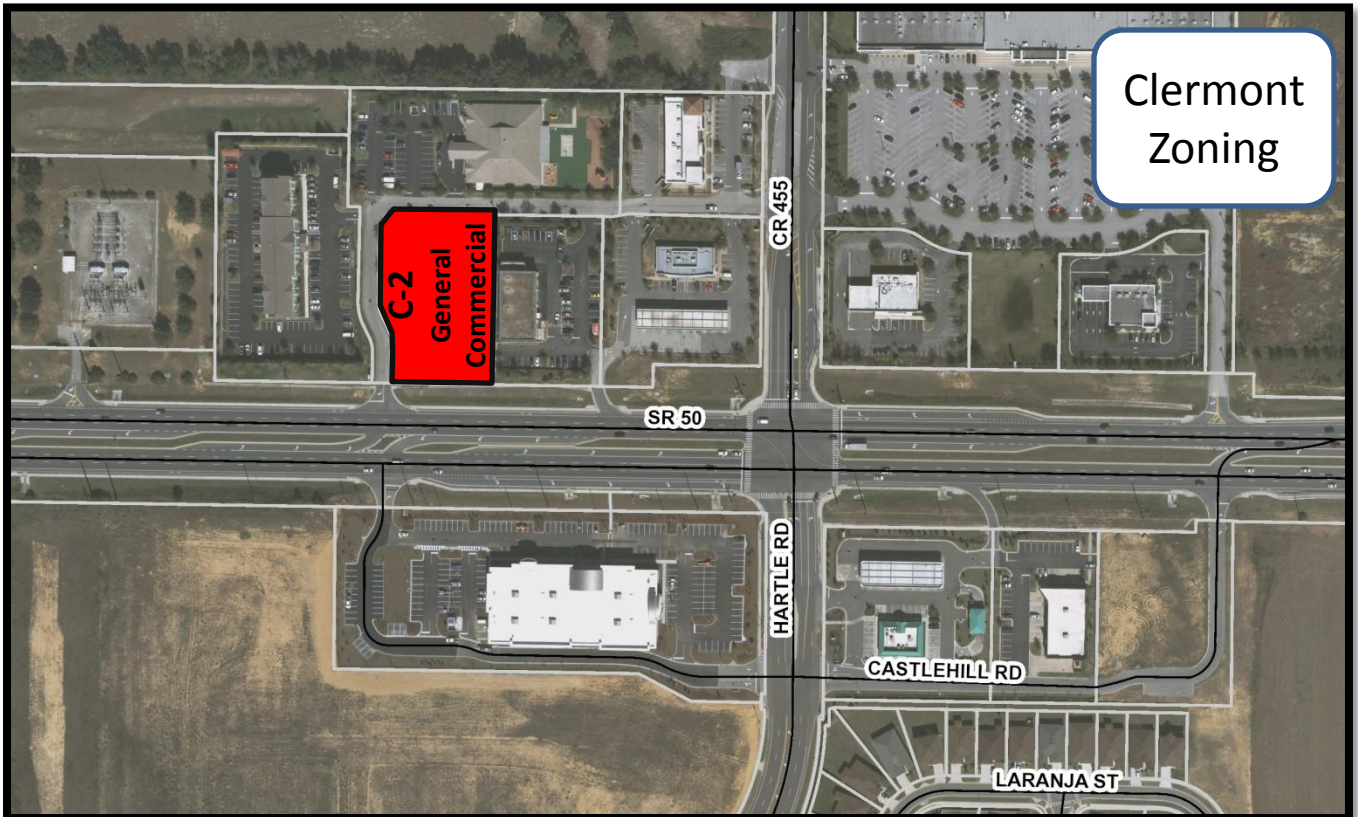


Exhibit – Zoning Harbor Federal



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
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 24712-0848

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

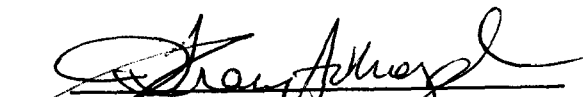
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

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

CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

OWNER


Harbor Federal Savings Bank

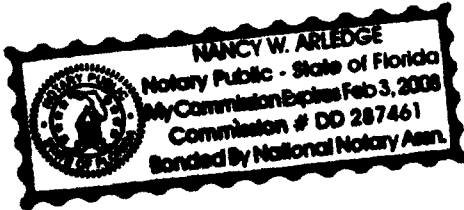
Name: Albert L. Fort

Its: SUP. Harbor Federal
Savings Bank

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Albert L. Fort, as SVP of Harbor Federal Savings Bank, who provided identification in the form of _____ or who is ~~personally known to be~~ the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 4th day of April 2005.



Nancy W Arledge
Notary Public

EXHIBIT "A"

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

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

Contains 1.167 acres, more or less.

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this 22 day of March, 2005, between Harbor Federal Bank, of the County of Lake, State of Florida Grantor, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee:

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

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

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

SunDev Property - Parcel 6

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

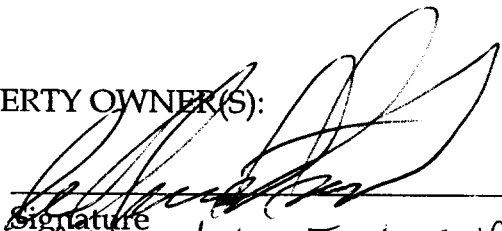
COMMENCE at the Northeast corner of the Northwest ¼ of Section 26, Township 22 South, Range 26 East, Lake County, Florida and run South 00°43'09" West, along the East line of said Northwest ¼, for a distance of 657.36 feet to a point of intersection with the Easterly extension of the North line of said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

Contains 1.167 acres, more or less.

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

PROPERTY OWNER(S):

1.


Signature

Albert L. Fort, SUP
Type or print name

2.

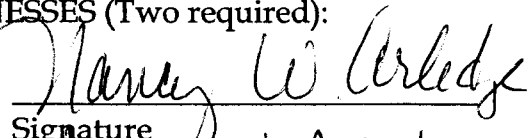
Signature

Type or print name

STATE OF Florida

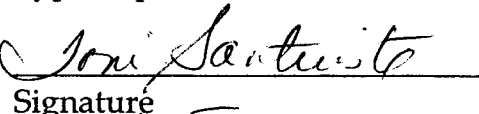
WITNESSES (Two required):

1.


Signature

Nancy W Arledge
Type or print name

1.


Signature

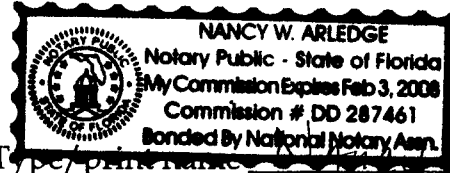
TONI SANTUSTE
Type or print name

COUNTY OF LAKE

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

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, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-48: <i>Final</i> Harbor Federal		
Requested Action		
Move to approve 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 the small-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City. <i>At the Special Meeting of the Planning & Zoning Commission April 27, 2015, Commissioner Judy Proli made a motion to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Tony Hubbard. 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	Harbor Federal CPA Ord. 2015-48.doc	
2. Maps	Harbor Federal Maps.pdf	
3. Utility Agreement	2005-10 Harbor Federal Utility Agreement.pdf	
4. P&Z Minutes	SS P&Z minutes.pdf	
5. 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 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

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

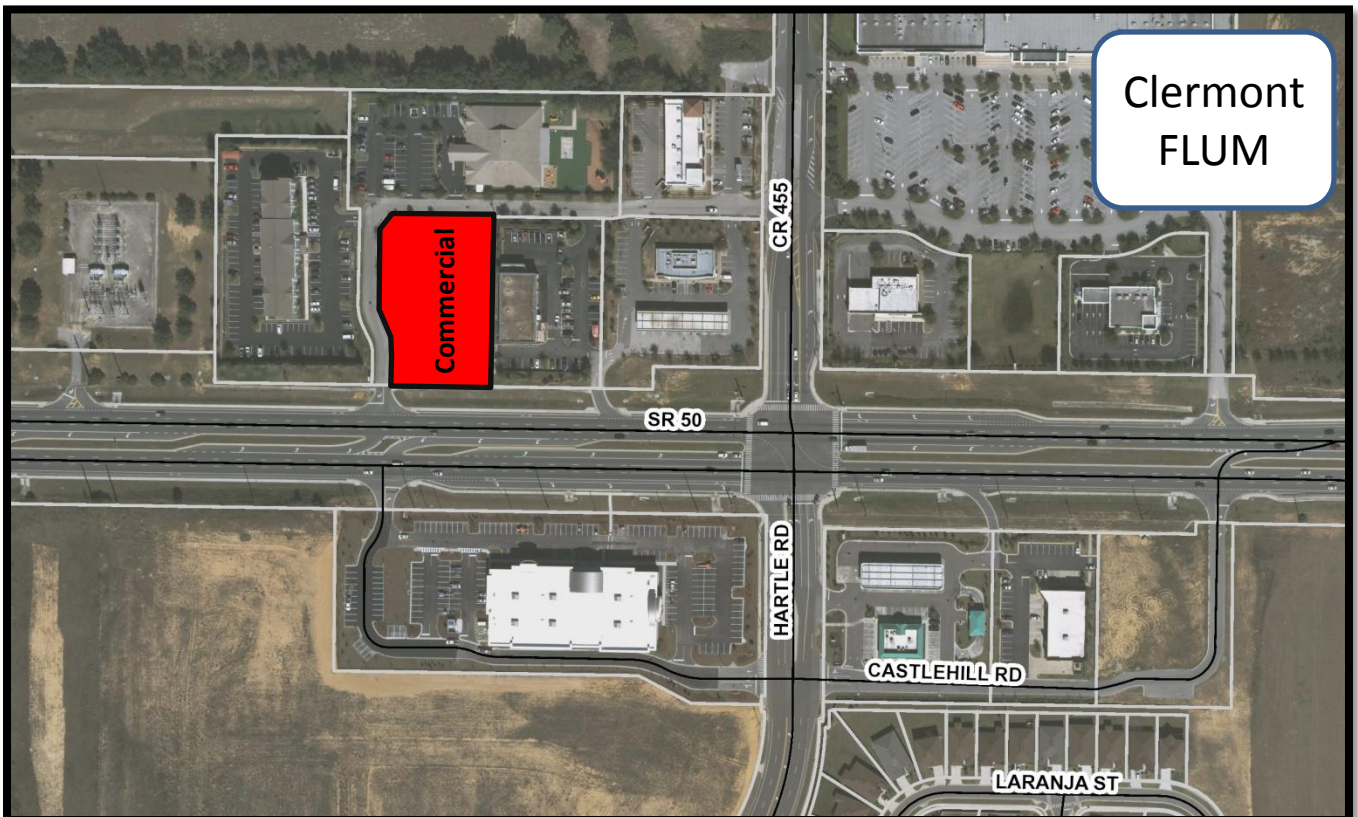
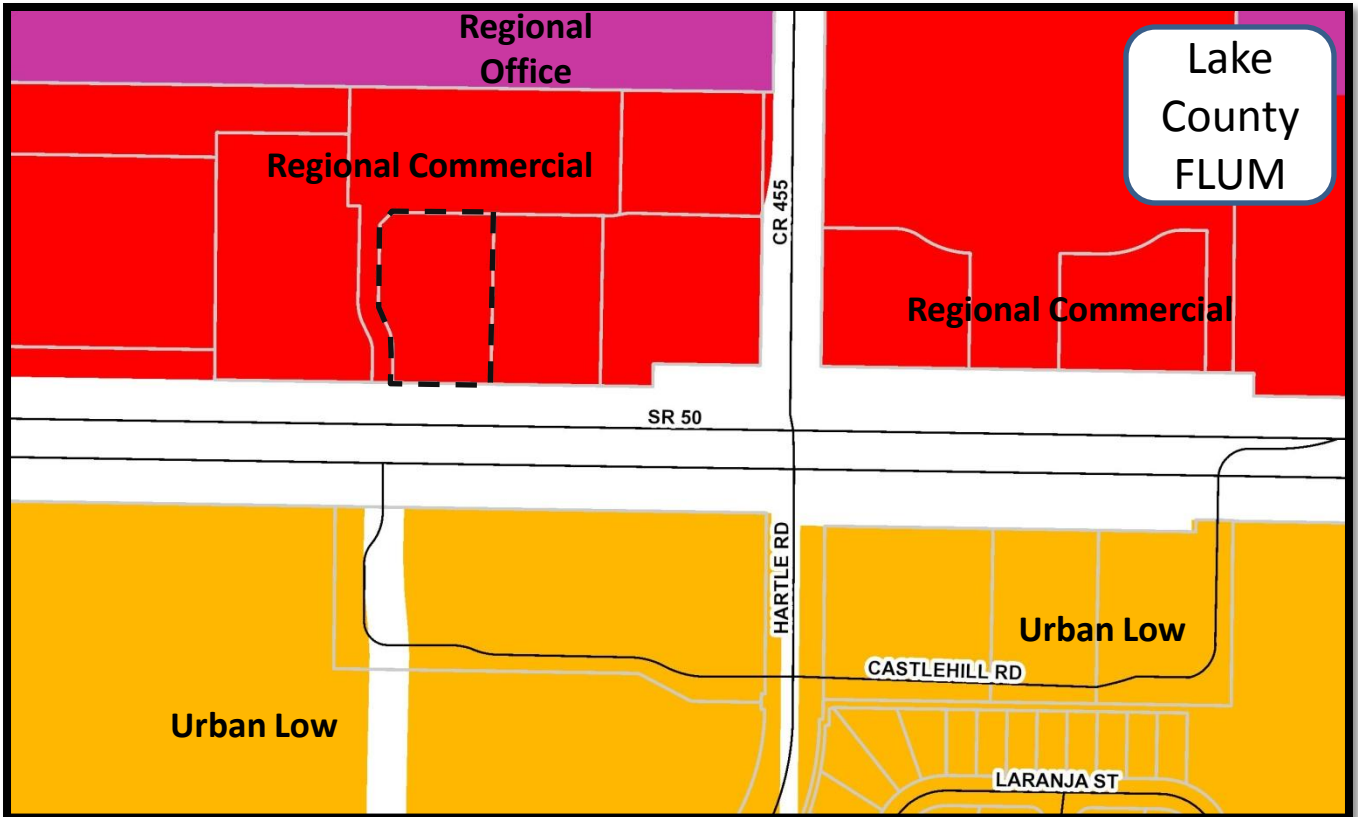
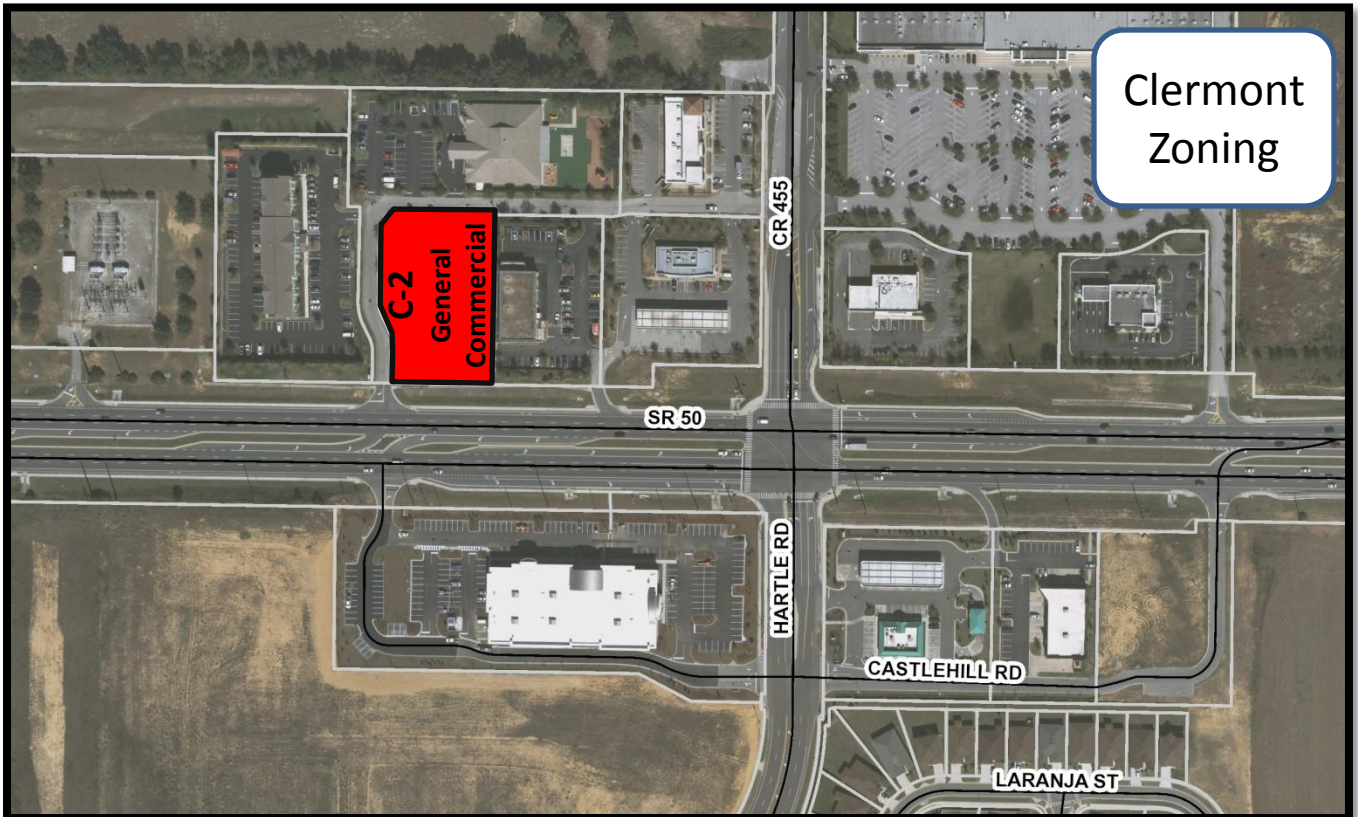


Exhibit – Zoning Harbor Federal



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
Return to: Denise Knight
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.

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 24712-0848

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

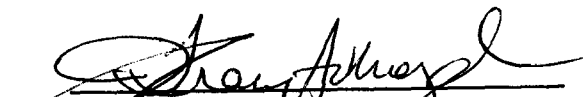
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

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

CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

OWNER


Harbor Federal Savings Bank

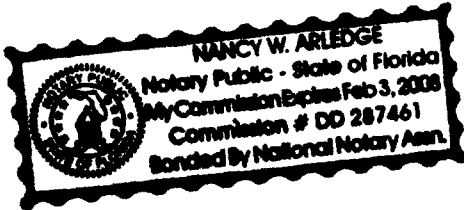
Name: Albert L. Fort

Its: SUP. Harbor Federal
Savings Bank

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Albert L. Fort, as SVP of Harbor Federal Savings Bank, who provided identification in the form of _____ or who is ~~personally known to be~~ the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 4th day of April 2005.



Nancy W Arledge
Notary Public

EXHIBIT "A"

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

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

Contains 1.167 acres, more or less.

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this 22 day of March, 2005, between Harbor Federal Bank, of the County of Lake, State of Florida Grantor, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee:

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

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

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

SunDev Property - Parcel 6

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

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

Contains 1.167 acres, more or less.

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

PROPERTY OWNER(S):

1.

Signature

Albert L. Fort, SUP
Type or print name

2.

Signature

Type or print name

STATE OF Florida

WITNESSES (Two required):

1.

Signature

Nancy W Arledge
Type or print name

1.

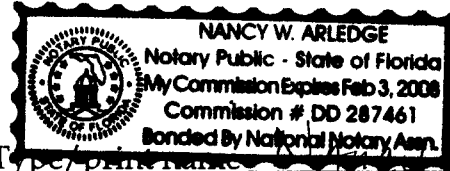
Signature

Toni Santuste
Type or print name

COUNTY OF Lake

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

SEAL:



Notary Public

Nancy W. Arledge

Type/print name

Nancy W. Arledge

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

**City of Clermont
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 4

Commissioner Hubbard made a motion to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Proli. The vote was unanimous to recommend approval.

6. REQUEST FOR REZONING

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

APPLICANT: Staff (Discount Tire)

Senior Planner 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 Proli moved to recommend approval of the rezoning; seconded by Commissioner Solis. 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 (Harbor Federal)

Senior Planner 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 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.

**City of Clermont
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 5

Commissioner Proli made a motion to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Hubbard. The vote was unanimous to recommend approval.

8. REQUEST FOR REZONING

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

APPLICANT: Staff (Harbor Federal)

Senior Planner 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 Solis moved to recommend approval of the rezoning; seconded by Commissioner Proli. 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 (Value Place Hotel)

Senior Planner 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 property is improved and is receiving water and sewer services from the City. The property, approximately 2.29 acres, has been developed as a hotel, 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.

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, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-49; <i>Final</i> Harbor Federal		
Requested Action		
Move to approve 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. <i>At the Special Planning & Zoning Commission meeting April 27, 2015, Commissioner Carlos Solis moved to recommend approval of the rezoning; 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)		
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. P&Z Minutes	Rezoning P&Z minutes.pdf	
5. Legal ad	Harbor Federal REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-49

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

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

SECTION 1:

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

LEGAL DESCRIPTION

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

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

CITY OF CLERMONT
ORDINANCE No. 2015-49

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

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-49

Florida on this 12th day of May, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Harbor Federal



Exhibit – Future Land Use
Harbor Federal

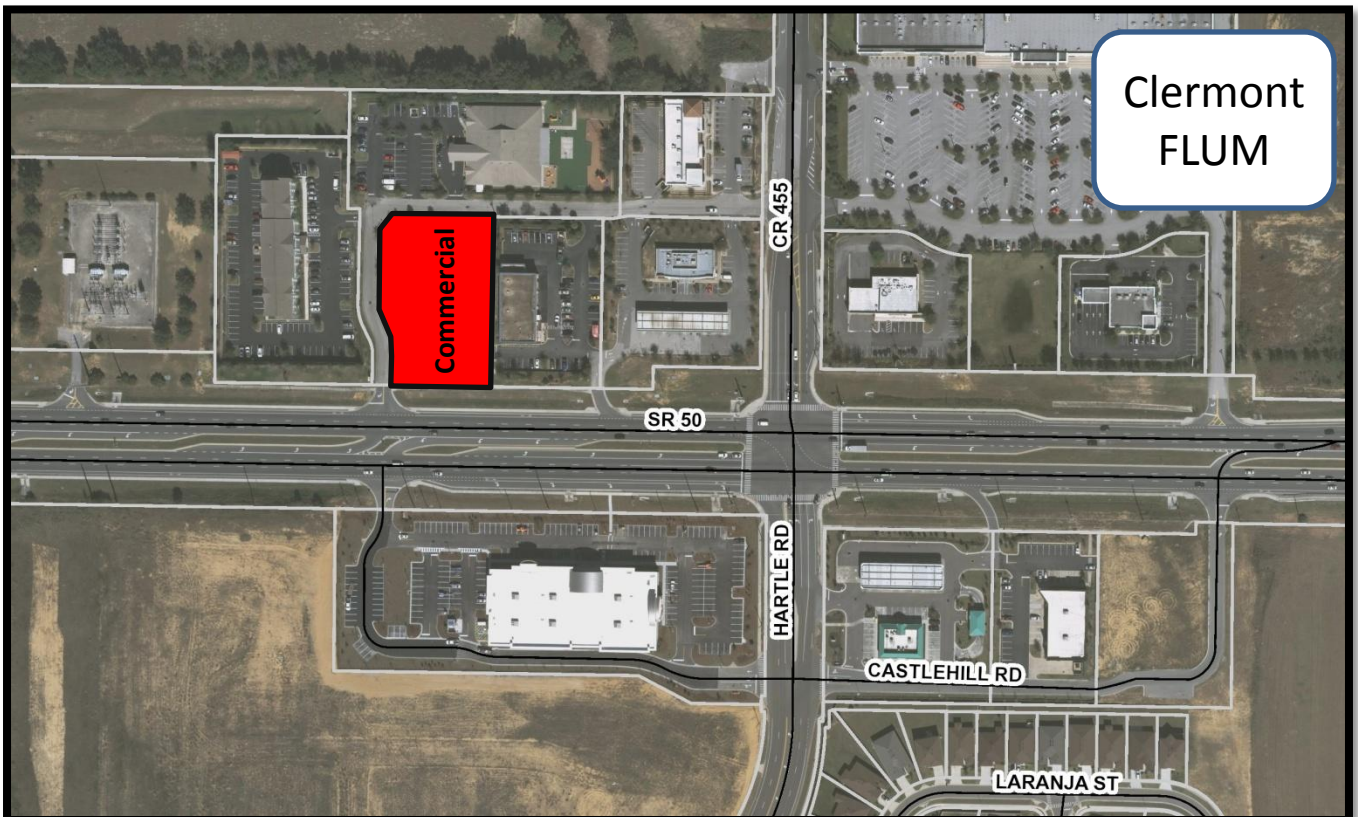
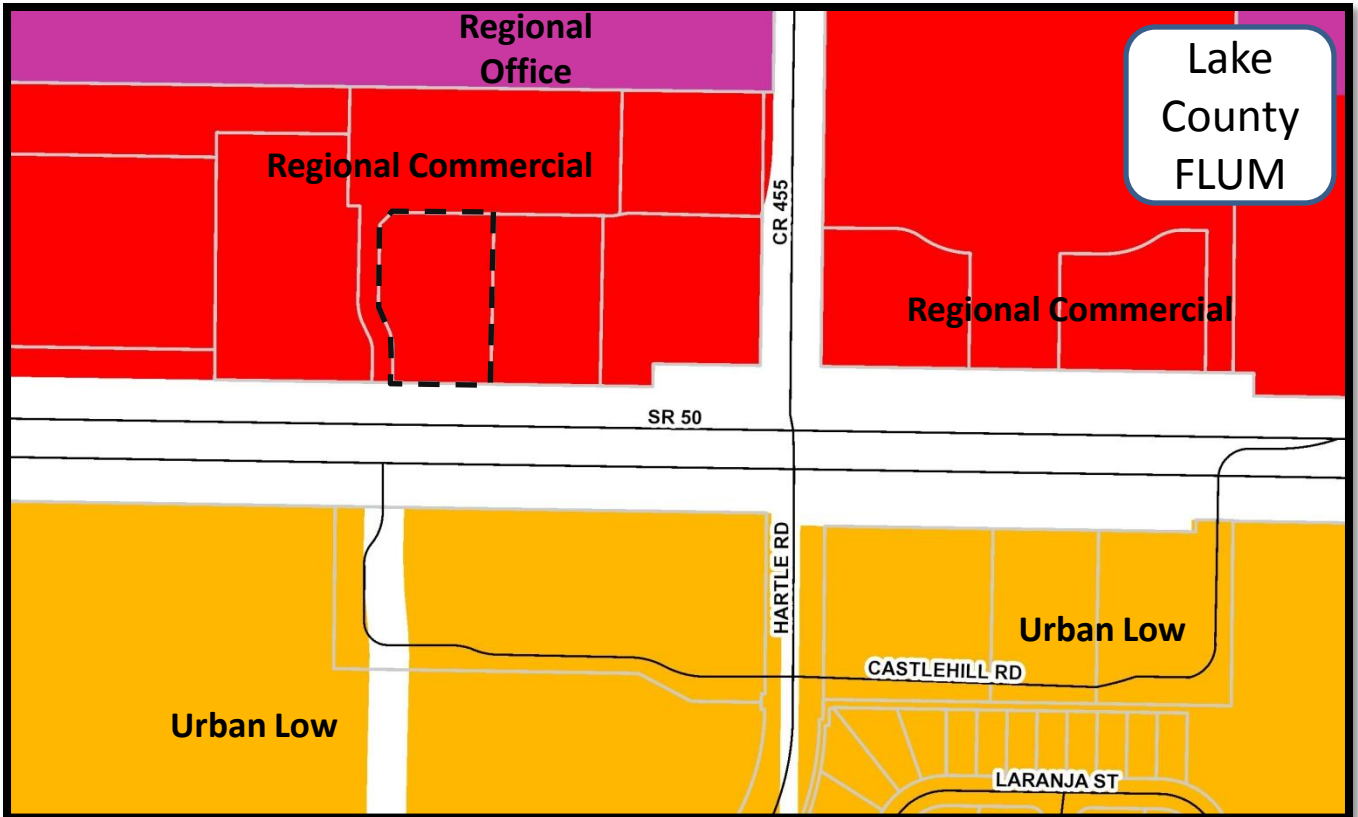
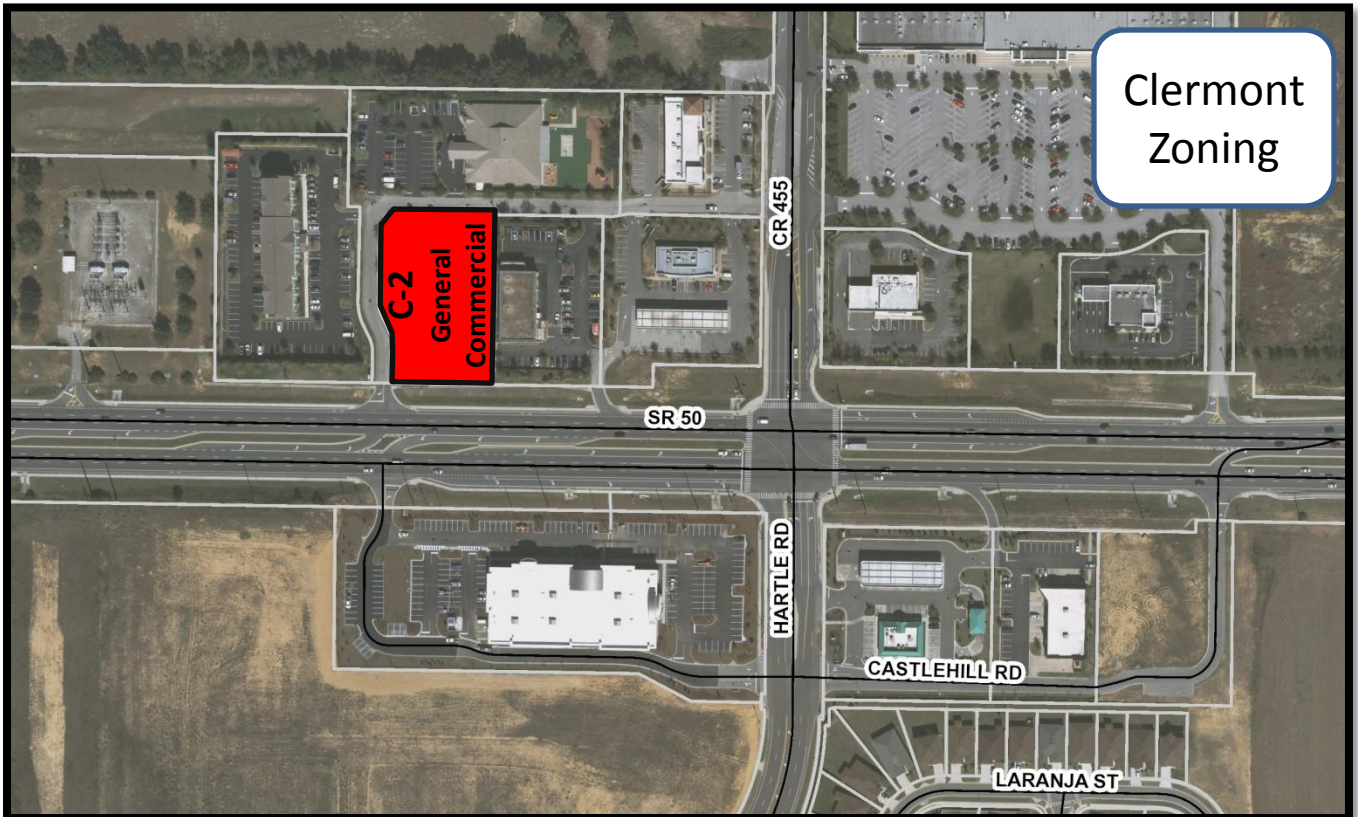


Exhibit – Zoning Harbor Federal



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

WATER & WASTEWATER SERVICE AGREEMENT

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

Section 2. Water and Sewer Service.

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

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

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

Section 3. Development Standards.

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

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

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

Section 4. Annexation. The Owner agrees that the City may annex the Property into the City of Clermont if the City, in its sole discretion, chooses to do so. In conjunction herewith, the Owner shall provide to the City a Notice of Encumbrance to Annex Property in a form substantially in compliance with the form set forth in Exhibit "B," attached hereto and incorporated herein. The City shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A." The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at the Owner's expense, by a current certificate of title or opinion letter acceptable to the City and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by the Owner shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 5. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable, the provision shall be deleted from this Agreement without affecting in any respect whatsoever the validity of the remainder of this Agreement.

Section 6. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

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

OWNER

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

With copy to:

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

With copy to:

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

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

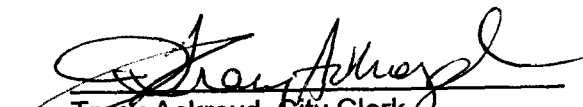
Section 8. Effective Date. The effective date of this Agreement shall be the day of execution of the Agreement required hereunder.

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

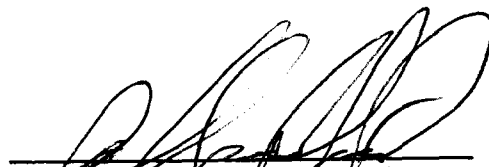
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Ackroyd, City Clerk

OWNER


Harbor Federal Savings Bank

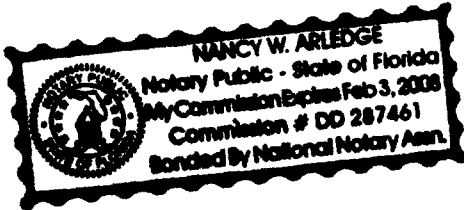
Name: Albert L. Fort

Its: SUP. Harbor Federal
Savings Bank

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Albert L. Fort, as SVP of Harbor Federal Savings Bank, who provided identification in the form of _____ or who is ~~personally known to be~~ the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 4th day of April 2005.



Nancy W Arledge
Notary Public

EXHIBIT "A"

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

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

Contains 1.167 acres, more or less.

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this 22 day of March, 2005, between Harbor Federal Bank, of the County of Lake, State of Florida Grantor, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee:

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

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

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

SunDev Property - Parcel 6

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

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

Contains 1.167 acres, more or less.

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

PROPERTY OWNER(S):

1.

Signature

Albert L. Fort, SUP
Type or print name

2.

Signature

Type or print name

STATE OF Florida

WITNESSES (Two required):

1.

Signature

Nancy W Arledge
Type or print name

1.

Signature

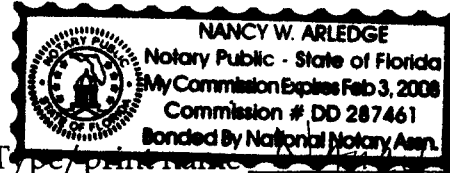
Toni Santuste
Type or print name

COUNTY OF Lake

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

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
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 5

Commissioner Proli made a motion to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Hubbard. The vote was unanimous to recommend approval.

8. REQUEST FOR REZONING

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

APPLICANT: Staff (Harbor Federal)

Senior Planner 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 Solis moved to recommend approval of the rezoning; seconded by Commissioner Proli. 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 (Value Place Hotel)

Senior Planner 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 property is improved and is receiving water and sewer services from the City. The property, approximately 2.29 acres, has been developed as a hotel, 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.

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, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-50; <i>Final</i> Value Place Hotel		
Requested Action		
Move to approve 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		
Annual revenue increase to the City is projected to be \$1,923.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	Value Place Hotel ANN ORD 2015-50.doc	
2. Maps	Value Place Hotel.pdf	
3. Utility Agreement	2007-10 Value Place Hotel Utility Agreement.pdf	
4. Legal ad	Value Place Hotel ANN legal ad.docx	

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

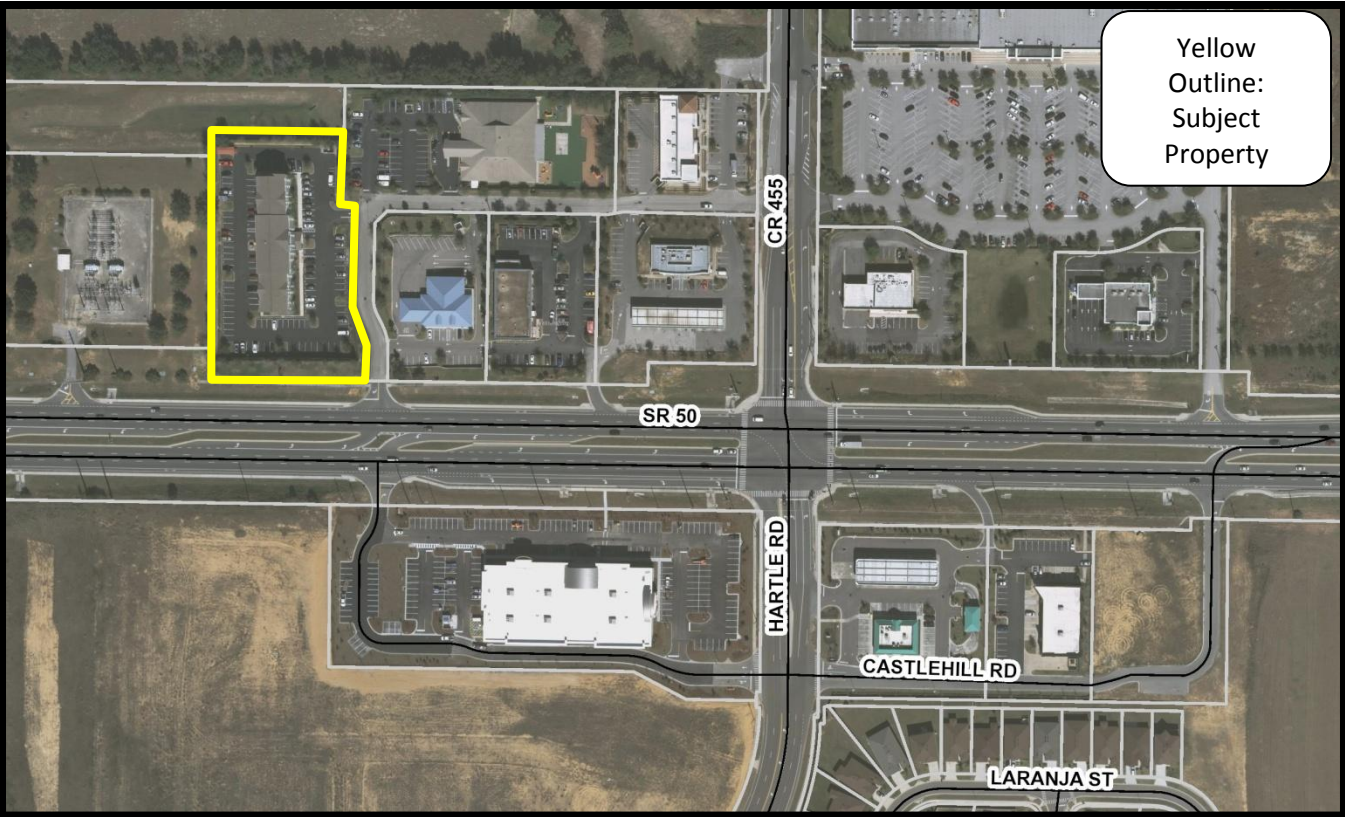


Exhibit – Future Land Use
Value Place Hotel

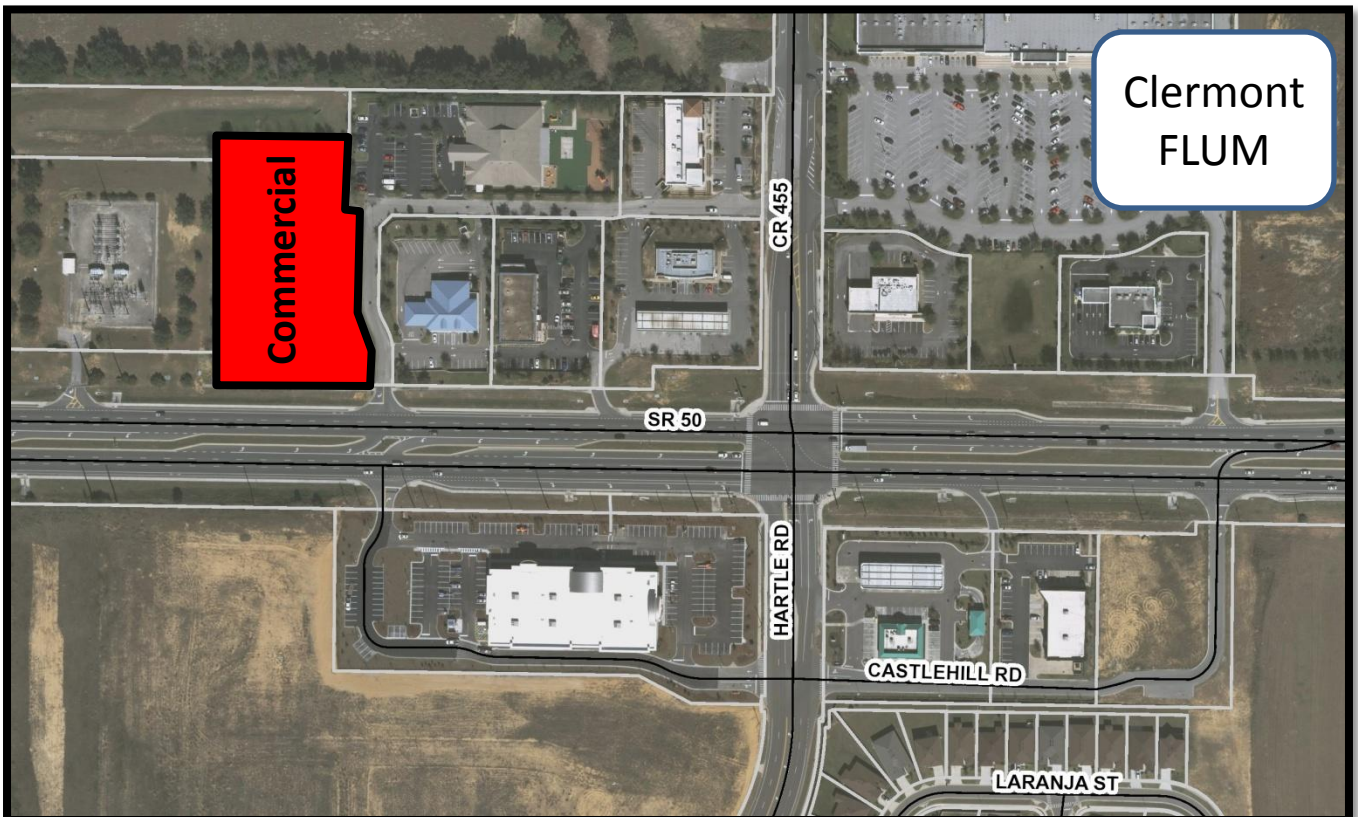
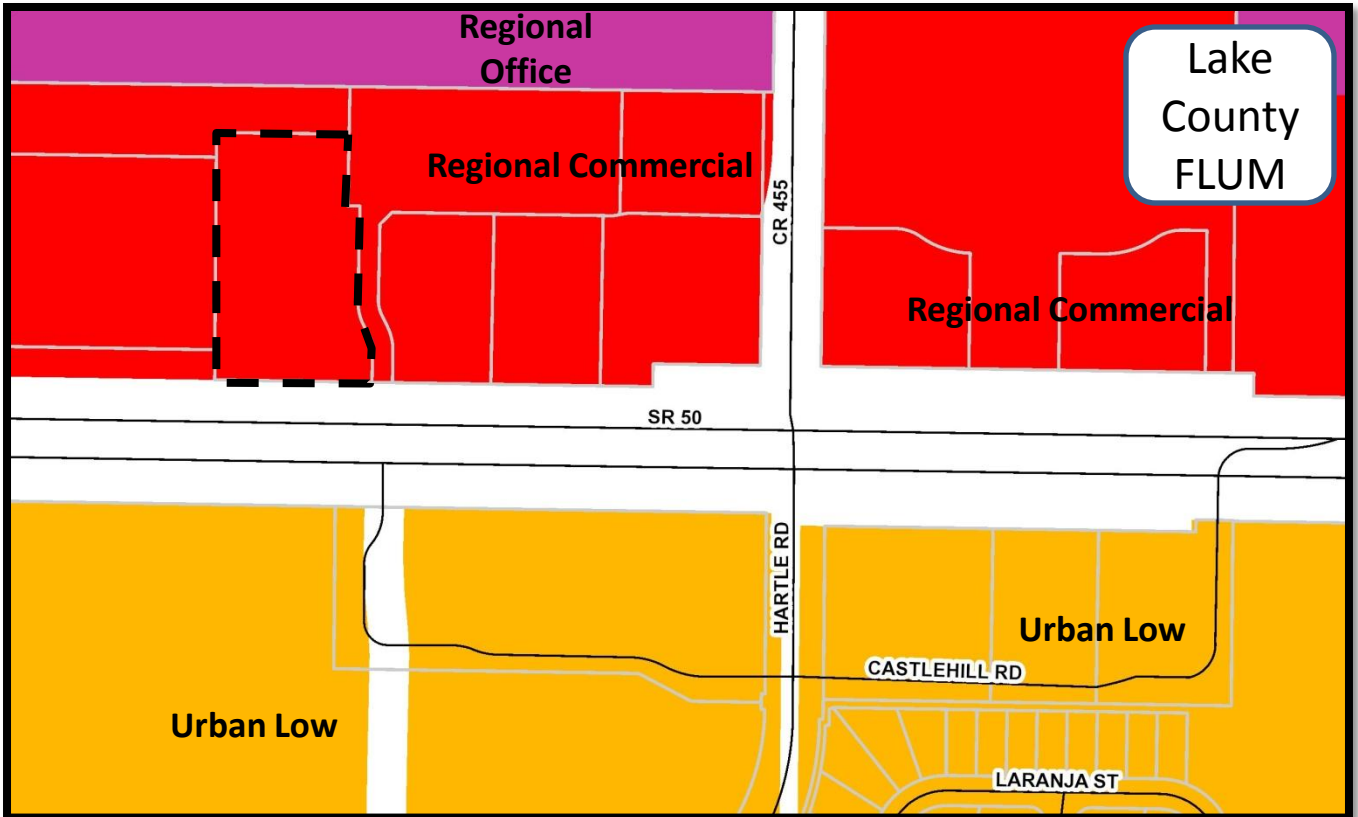
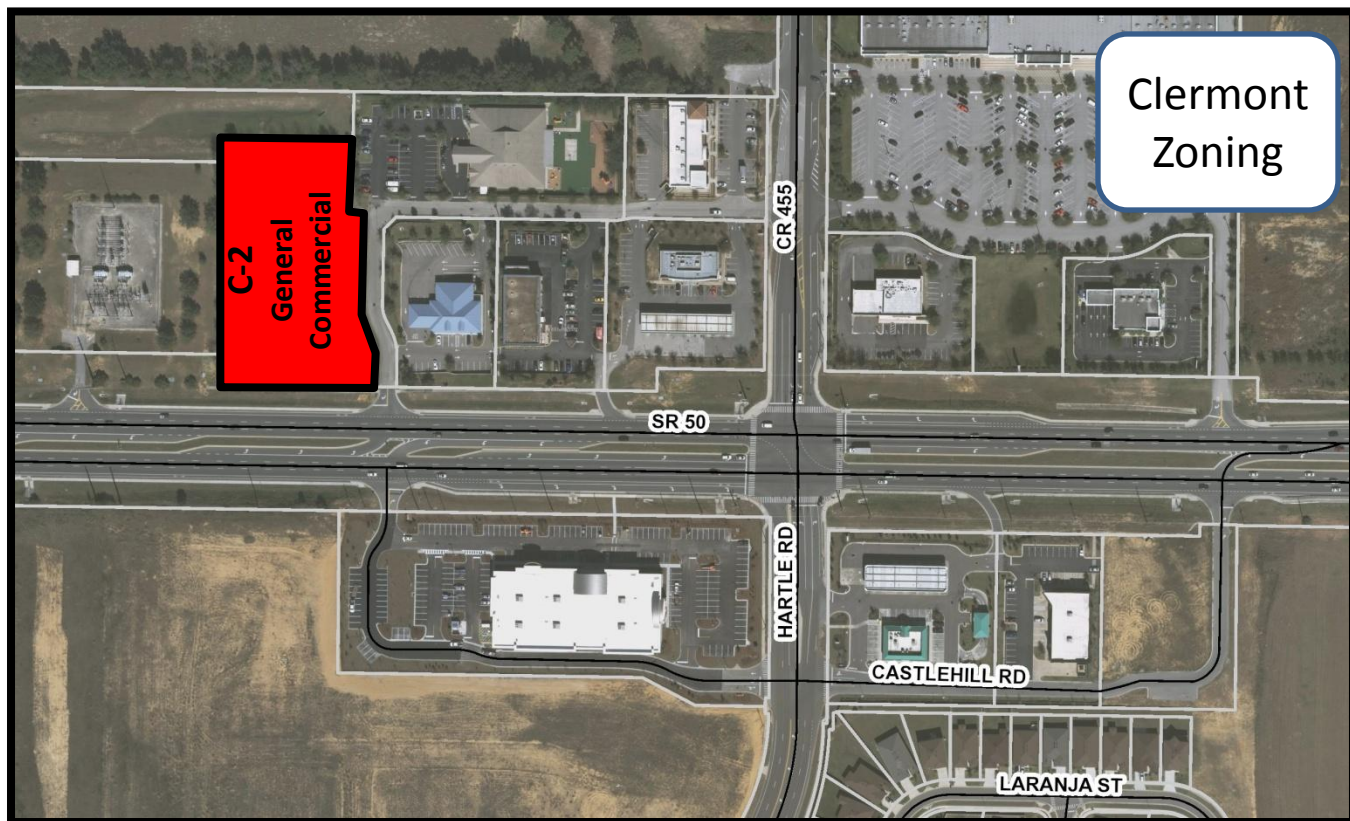


Exhibit – Zoning
Value Place Hotel



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.
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- 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.

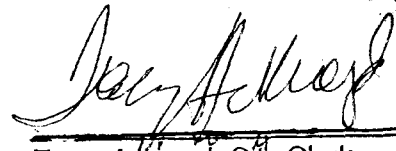
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 23 day of August, 2005.

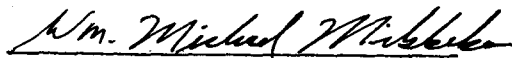
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Aekroyd, City Clerk

OWNER


SunDev Properties

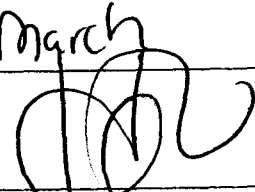
STATE OF FLORIDA
COUNTY OF ~~LAKE~~ Orange

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 Tracy 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

1. [Signature]
Signature HOLLY MOSHER
Type or print name

2. _____
Signature

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

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, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-51; <i>Final</i> Value Place Hotel		
Requested Action		
Move to approve 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 the small-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City. <i>At the Special Meeting of the Planning & Zoning Commission April 27, 2015, Commissioner Tony Hubbard moved to recommend approval of the small-scale comprehensive plan amendment; 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	Value Place Hotel CPA Ord. 2015-51.doc	
2. Maps	Value Place Hotel.pdf	
3. Utility Agreement	2007-10 Value Place Hotel Utility Agreement.pdf	
4. P&Z Minutes	SS P&Z minutes.pdf	
5. Legal ad	Value Place Hotel CPA legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-51

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

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

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

CITY OF CLERMONT
ORDINANCE No. 2015-51

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

Containing 2.29 acres, more or less

Alternate Key 3838311; 16311 SR 50

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL

Section 2.

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

Section 3.

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

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2015-51

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-51

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

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Value Place Hotel

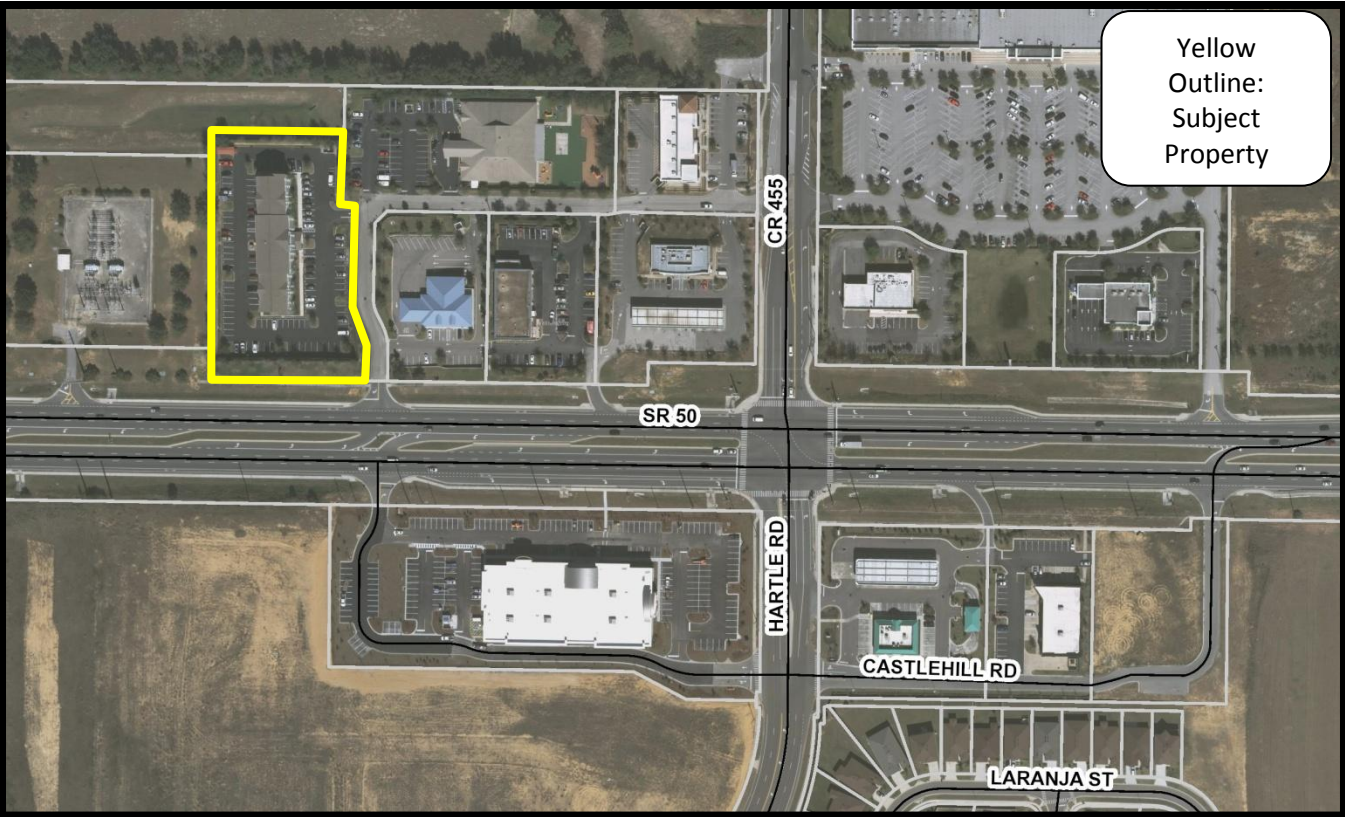


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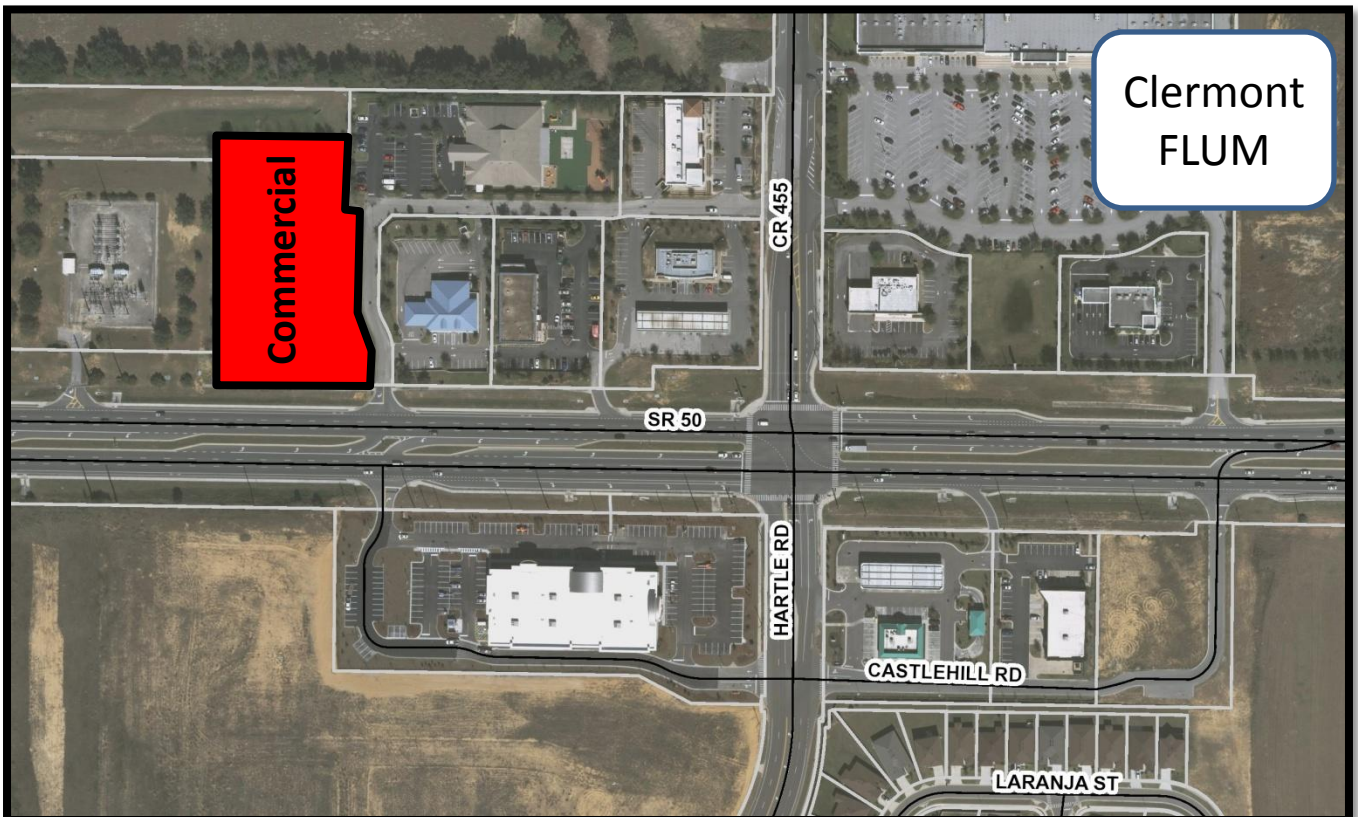
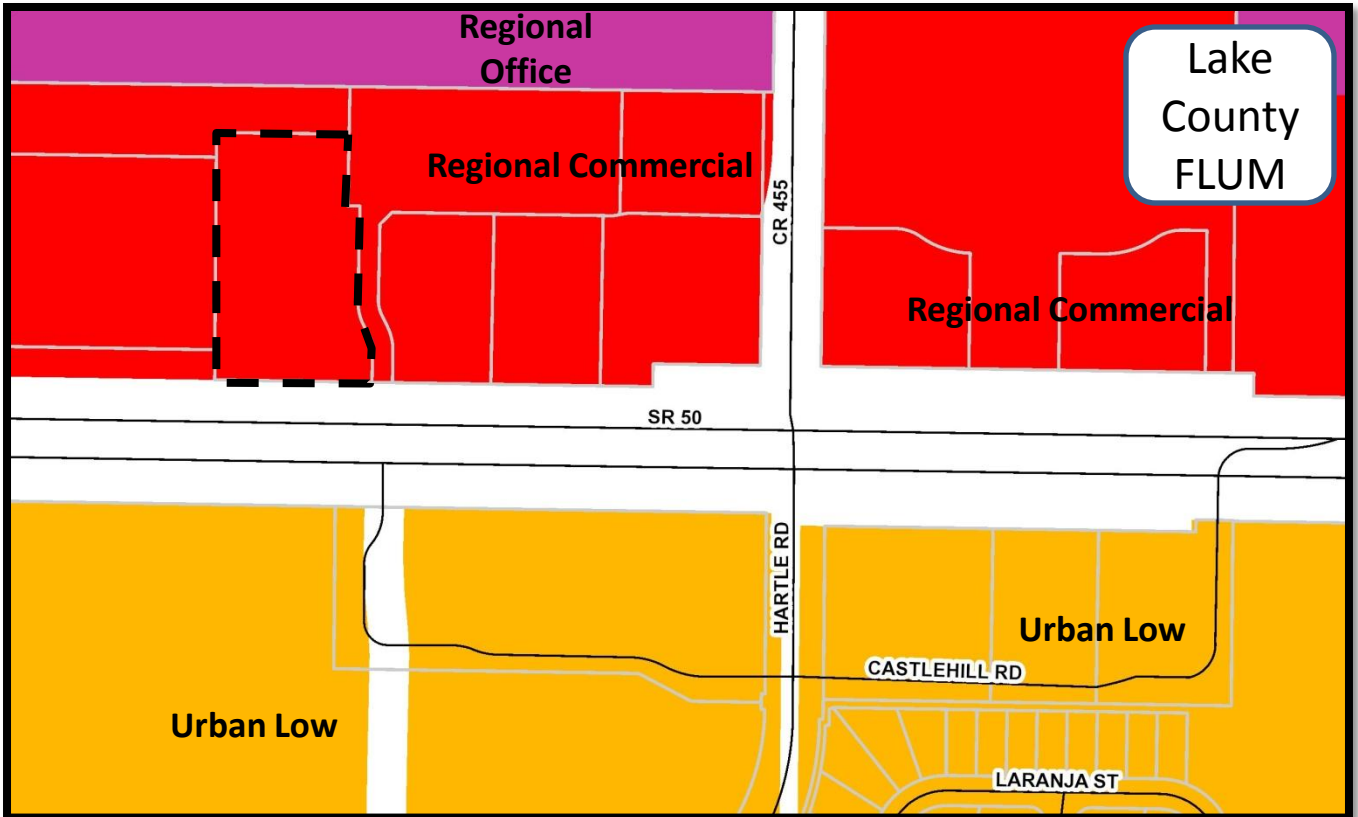
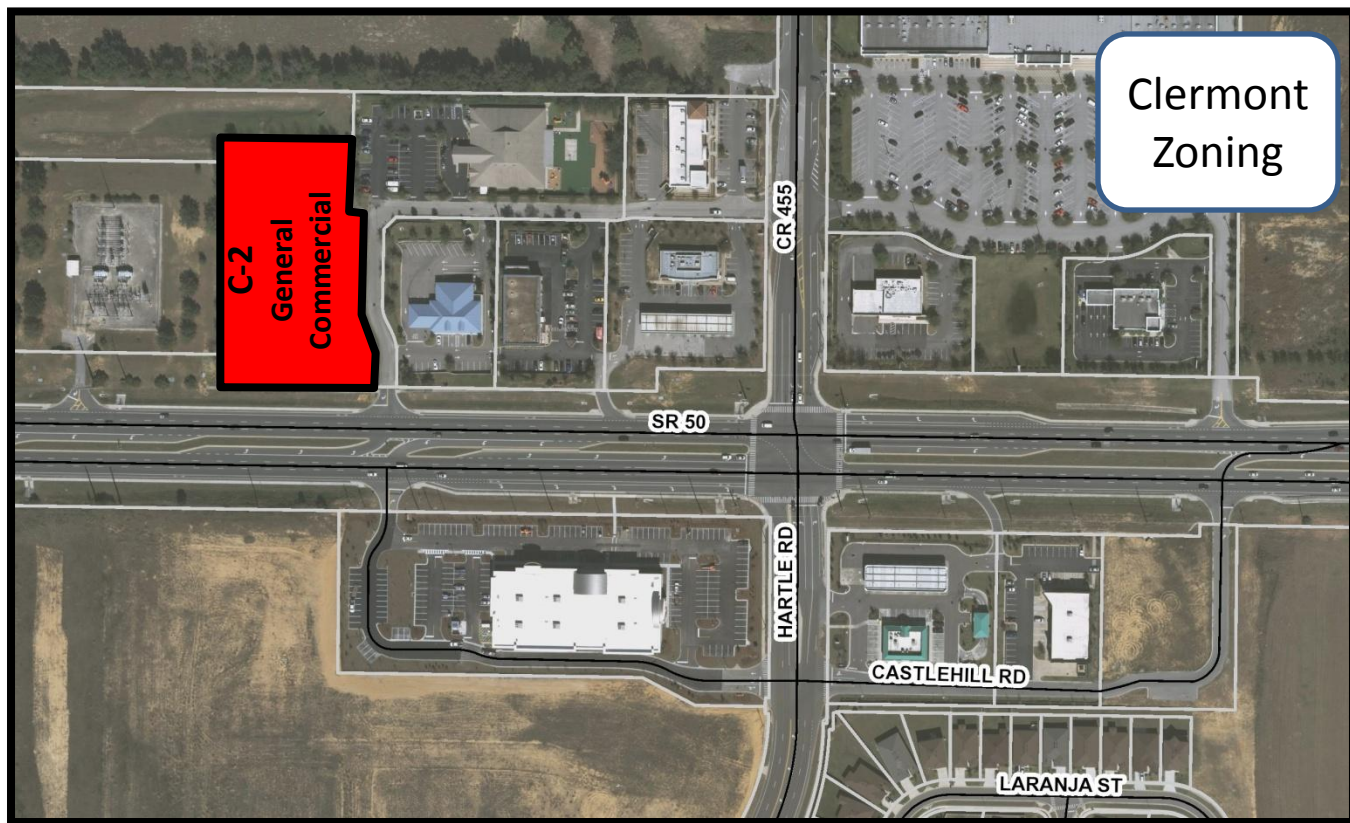


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Value Place Hotel



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WITNESSETH

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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

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City Manager
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OWNER

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

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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.

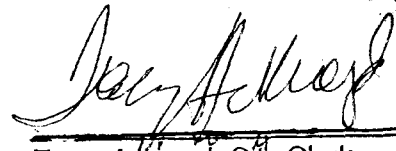
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 23 day of August, 2005.

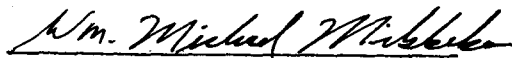
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Aekroyd, City Clerk

OWNER


SunDev Properties

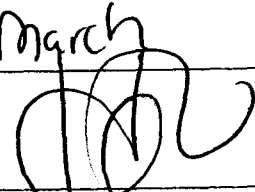
STATE OF FLORIDA
COUNTY OF ~~LAKE~~ Orange

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 Tracy 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

1. [Signature]
Signature HOLLY MOSHER
Type or print name

2. _____
Signature

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

**City of Clermont
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 5

Commissioner Proli made a motion to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Hubbard. The vote was unanimous to recommend approval.

8. REQUEST FOR REZONING

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

APPLICANT: Staff (Harbor Federal)

Senior Planner 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 Solis moved to recommend approval of the rezoning; seconded by Commissioner Proli. 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 (Value Place Hotel)

Senior Planner 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 property is improved and is receiving water and sewer services from the City. The property, approximately 2.29 acres, has been developed as a hotel, 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.

**City of Clermont
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 6

Commissioner Hubbard moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Solis. 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 (Value Place Hotel)

Senior Planner 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 Solis. The vote was unanimous to recommend approval.

11. 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 (U-Haul)

Senior Planner 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 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.

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, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-52; <i>Final</i> Value Place Hotel		
Requested Action		
Move to approve 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. <i>At the Special Planning & Zoning Commission meeting April 27, 2015, Commissioner Tony Hubbard 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	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. P&Z Minutes	Rezoning P&Z minutes.pdf	
5. Legal ad	Value Place Hotel REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-52

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

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

SECTION 1:

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

LEGAL DESCRIPTION

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

Containing 2.29 acres, more or less

Alternate Key 3838311; 16311 SR 50

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

SECTION 2:

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

CITY OF CLERMONT
ORDINANCE No. 2015-52

SECTION 3:

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

SECTION 4:

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-52

Florida on this 12th day of May, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Value Place Hotel

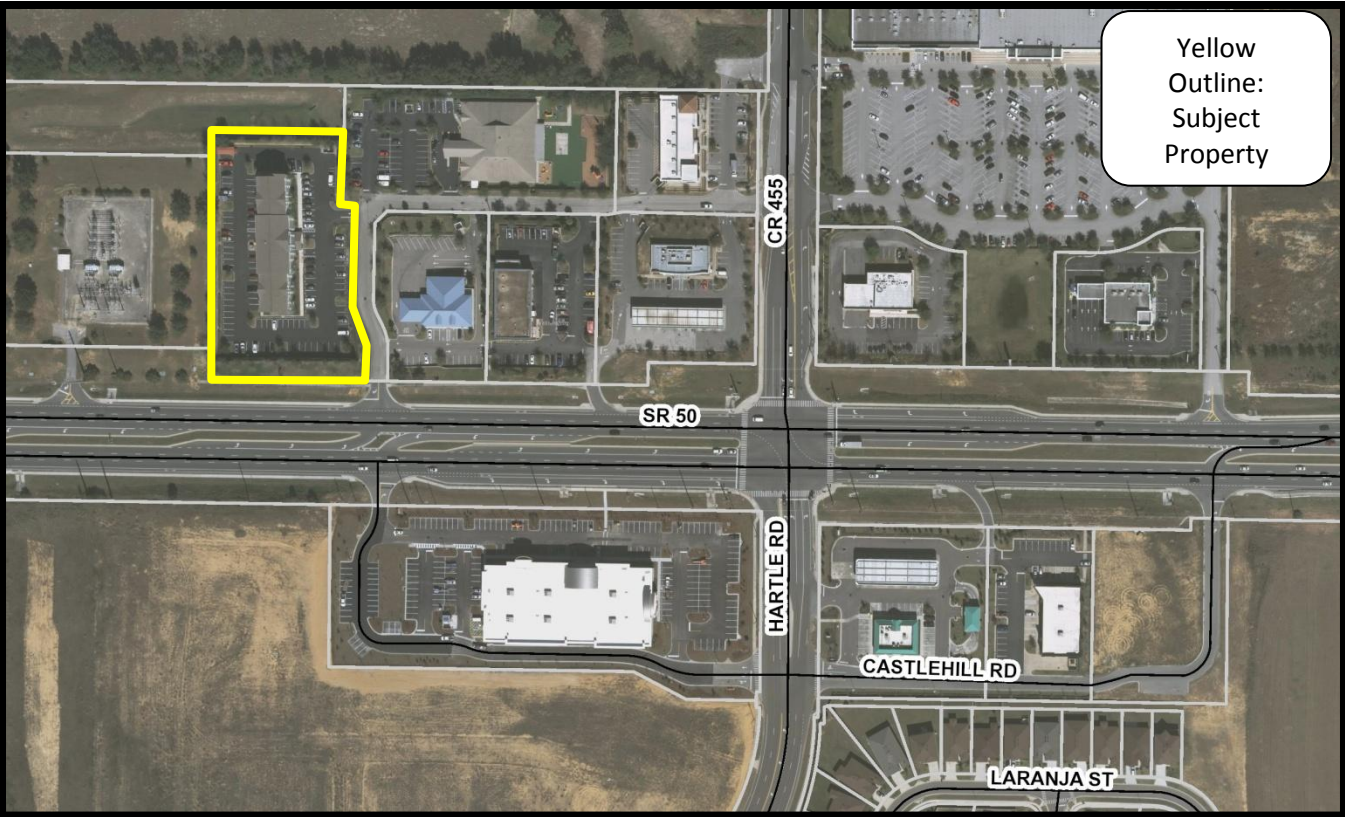


Exhibit – Future Land Use
Value Place Hotel

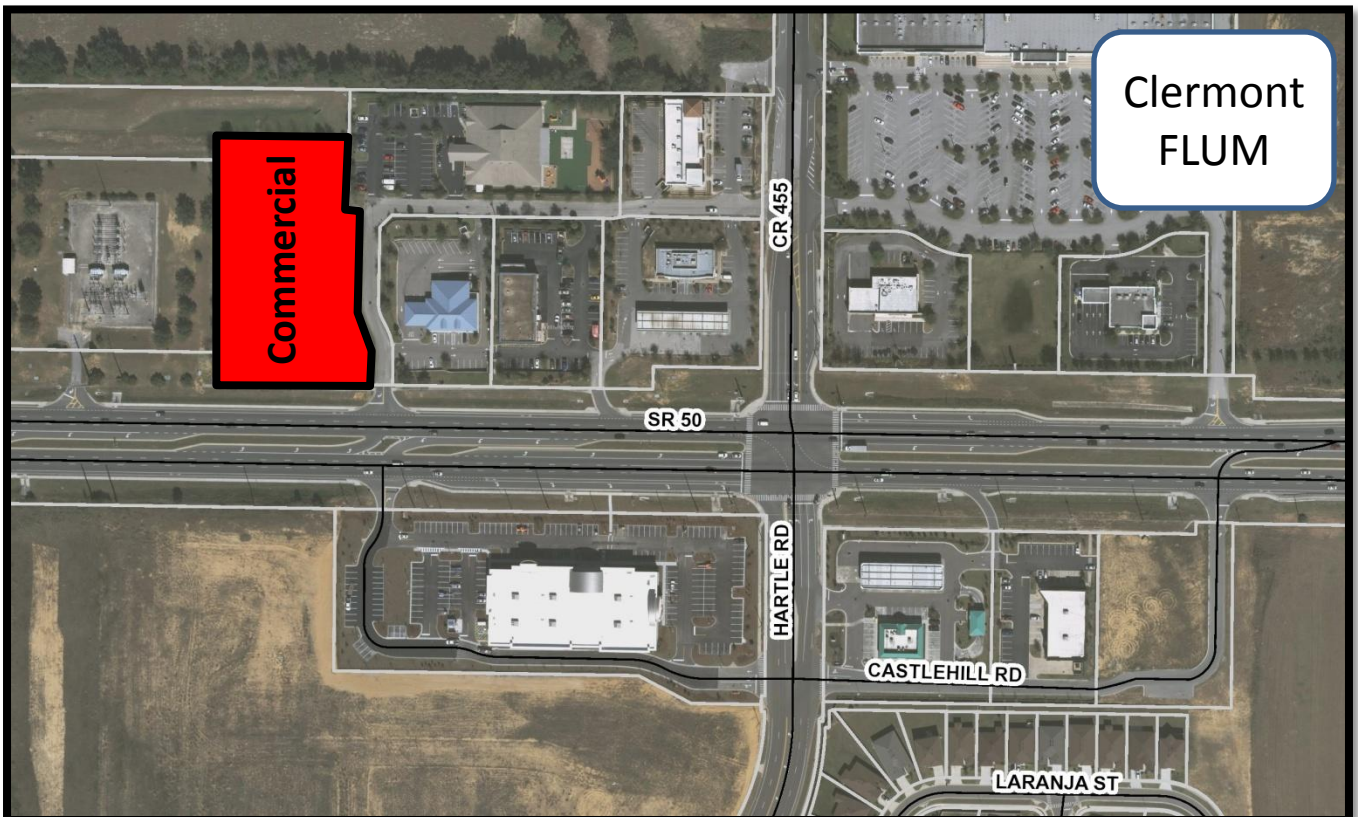
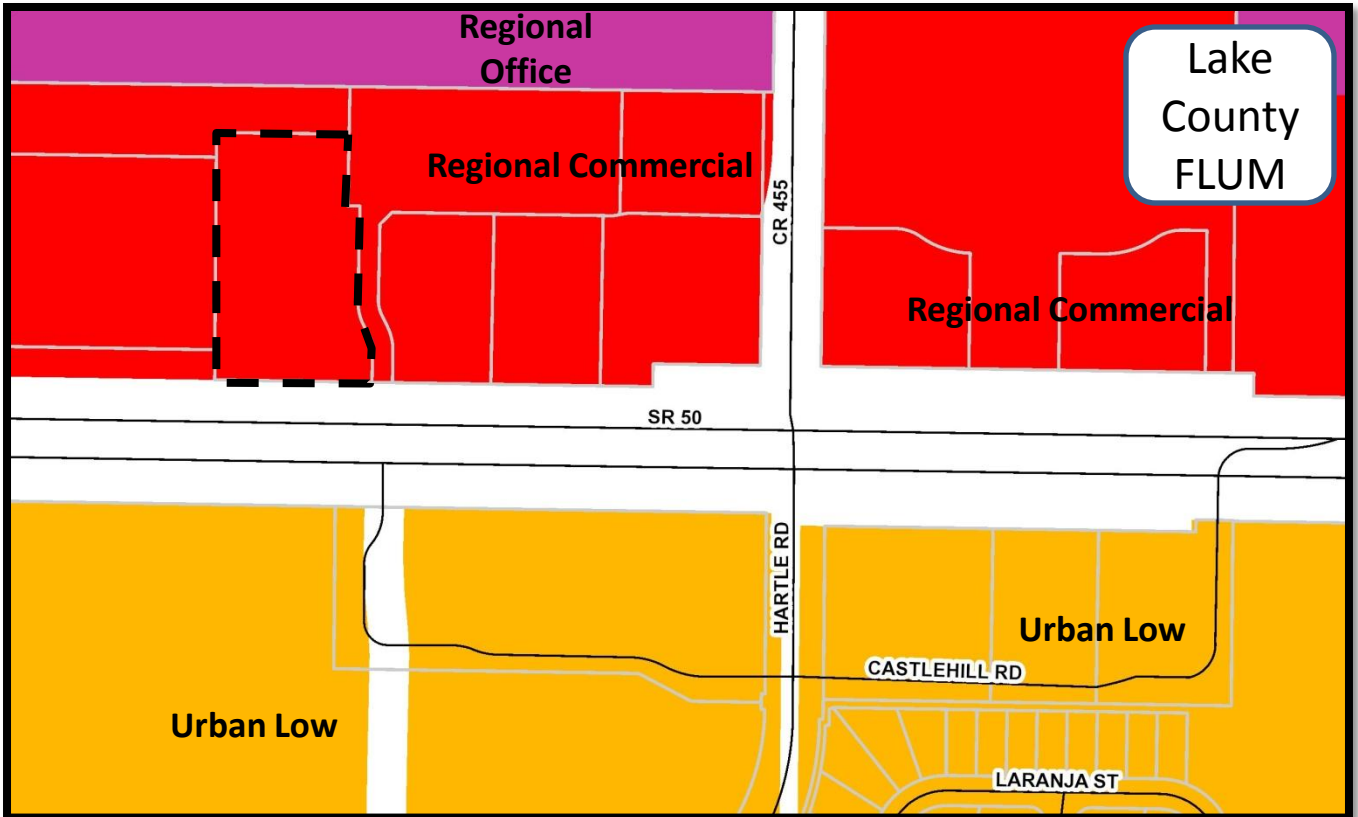
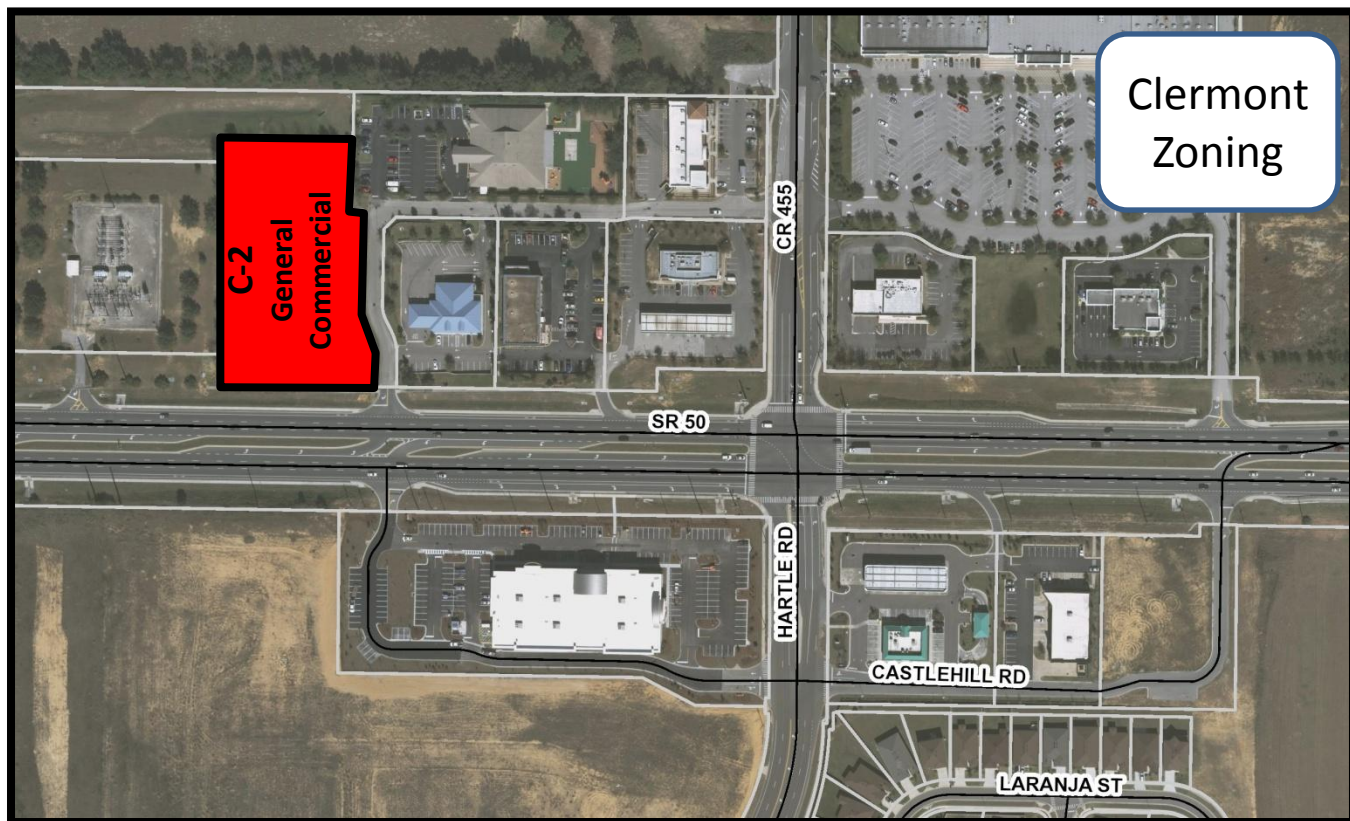


Exhibit – Zoning
Value Place Hotel



WATER & WASTEWATER SERVICE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

Section 2. DEVELOPMENT STANDARDS

- 2.1 The project shall be developed according to the CITY Land Development Regulations unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 Building height shall not exceed 51 ft uninhabitable and 37 ft habitable.
- 2.3 Retaining walls shall not exceed 10 ft in height on the north and south end of the property. All other walls must conform to CITY Land Development Regulations.

Section 3. ANNEXATION

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

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

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

Section 8 PRIOR AGREEMENTS

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

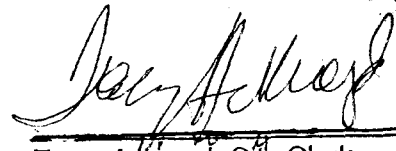
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 23 day of August, 2005.

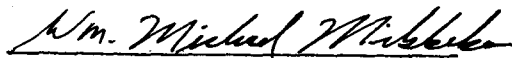
CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Tracy Aekroyd, City Clerk

OWNER


SunDev Properties

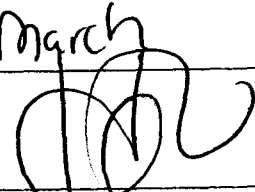
STATE OF FLORIDA
COUNTY OF ~~LAKE~~ Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Wm Michael Mickelson as President of Liberty VP Clermont, LLC, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 23rd day of March, 2007.



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



Notary Public

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this 23 day of August, 2005, between Florida VP Clermont, LLC, of the County of Lake, State of Florida Grantor, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee:

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

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

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

SEE ATTACHED EXHIBIT "A"

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

PROPERTY OWNER(S):

WITNESSES (Two required):

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

2. _____
Signature

Type or print name

1. [Signature]
Signature HOLLY MOSHER

Type or print name
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
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 6

Commissioner Hubbard moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Solis. 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 (Value Place Hotel)

Senior Planner 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 Solis. The vote was unanimous to recommend approval.

11. 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 (U-Haul)

Senior Planner 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 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.

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, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-53; <i>Final</i> U-Haul		
Requested Action		
Move to approve 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		
Annual revenue increase to the City is projected to be approximately \$4,687.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
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	

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.

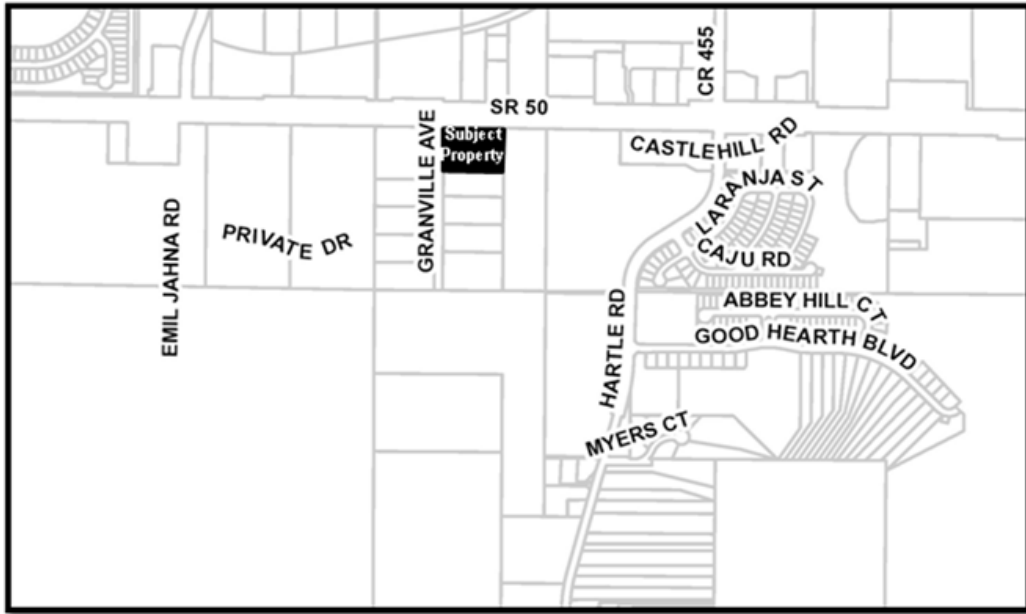
This Ordinance shall be recorded in the public records of Lake County, Florida.

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

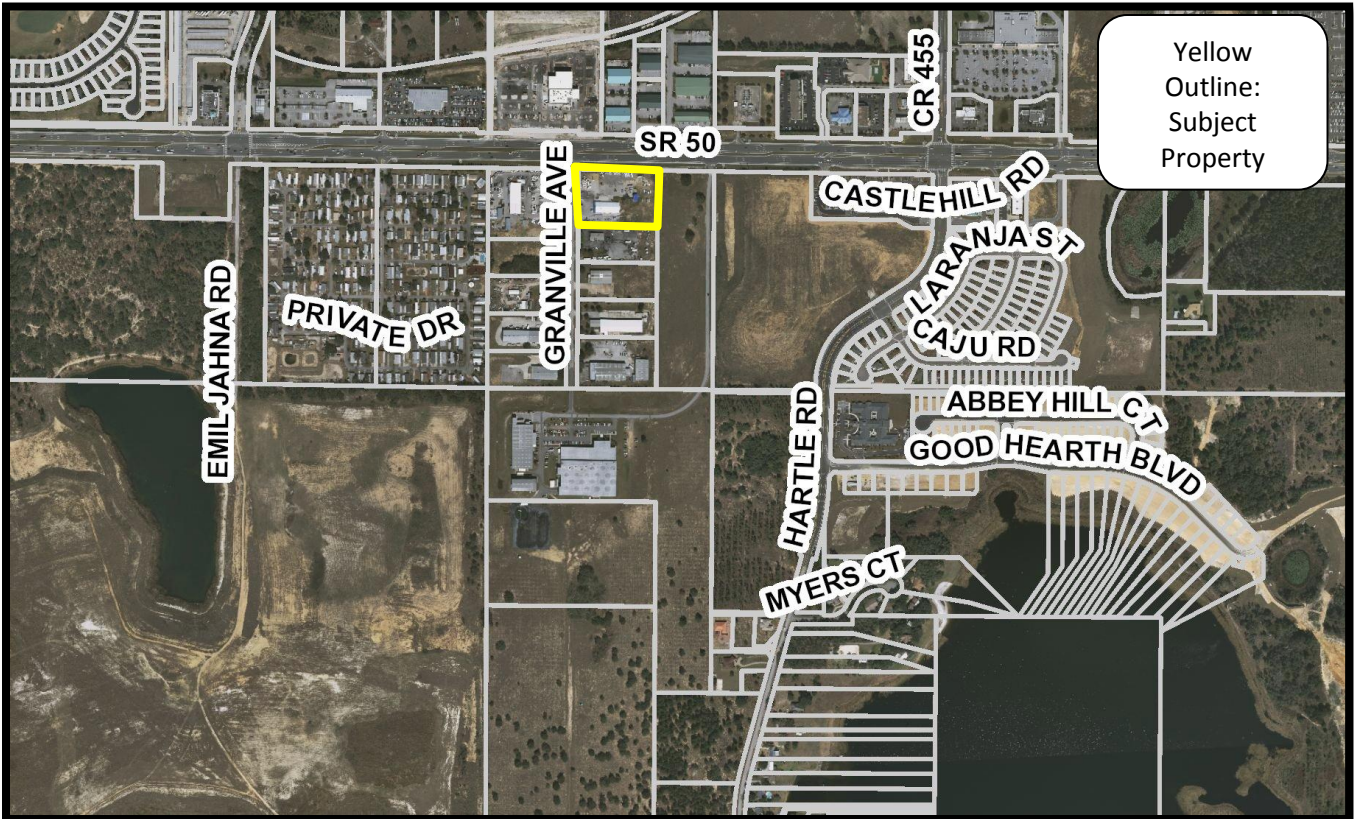
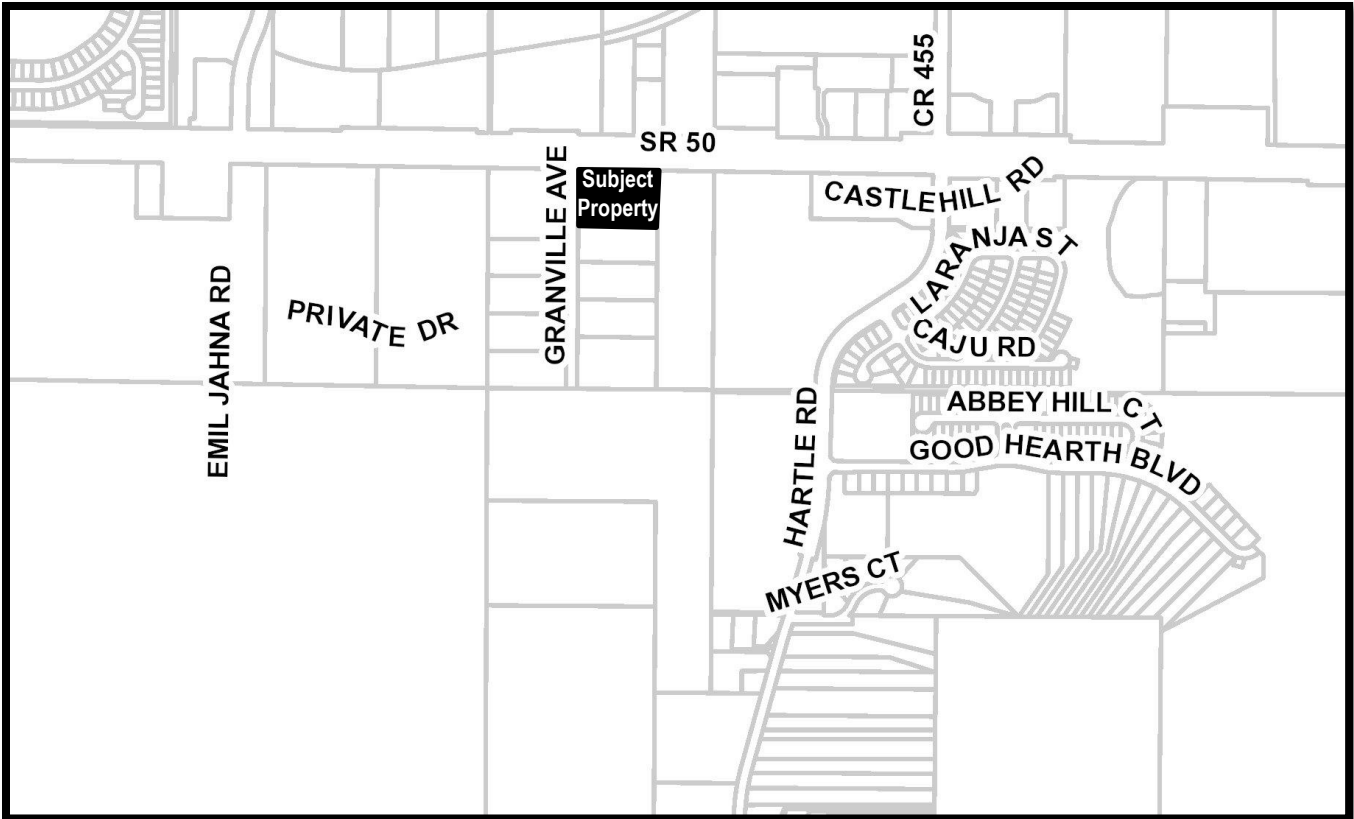


Exhibit – Future Land Use
U-Haul

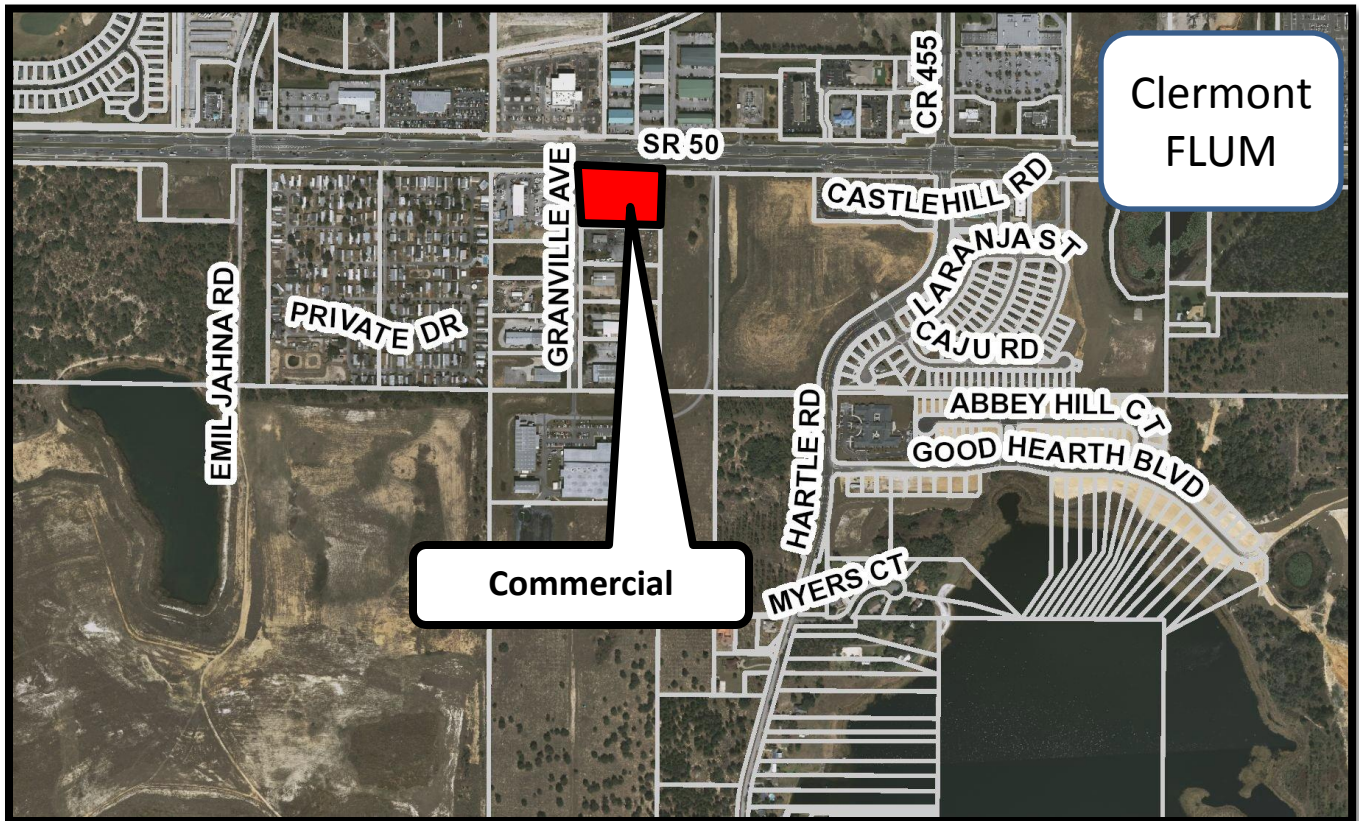
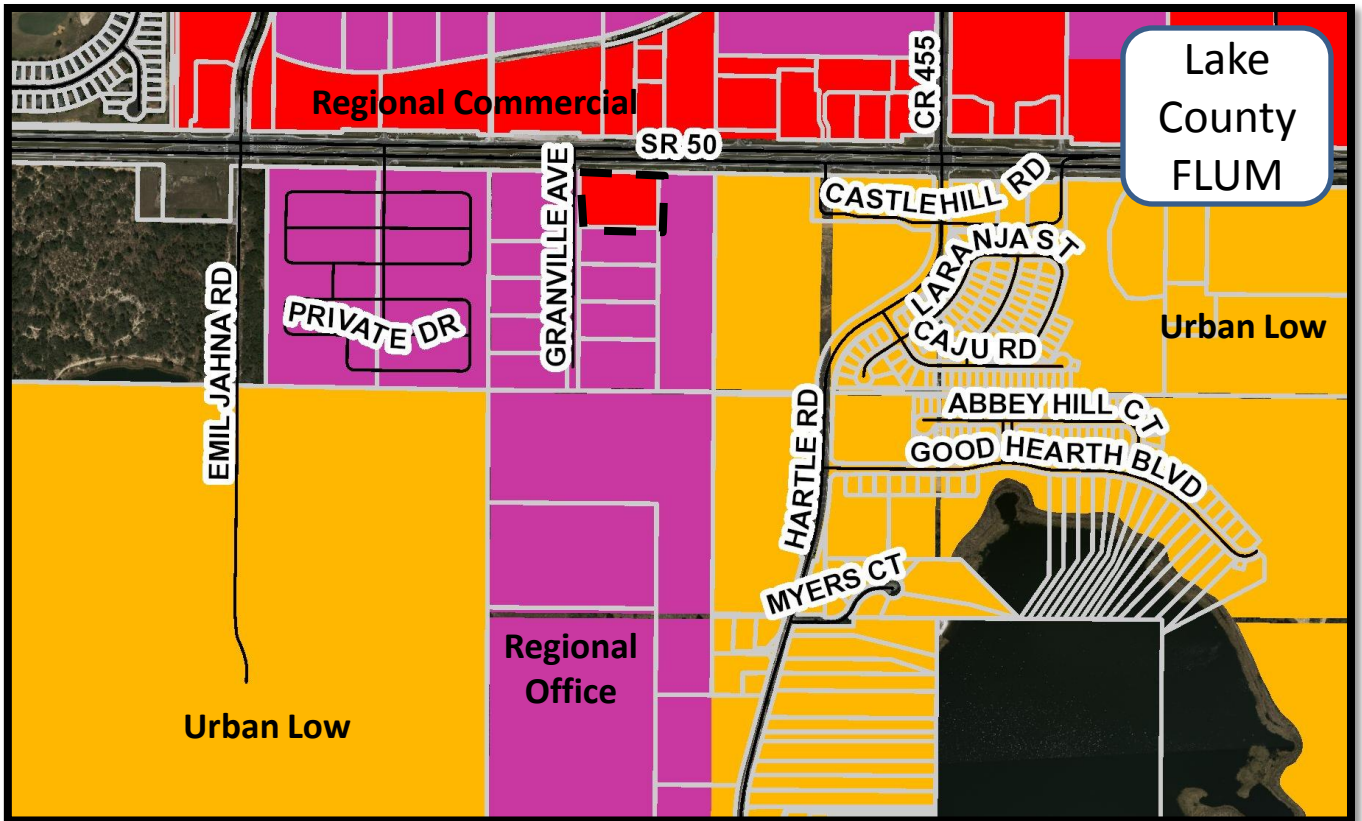
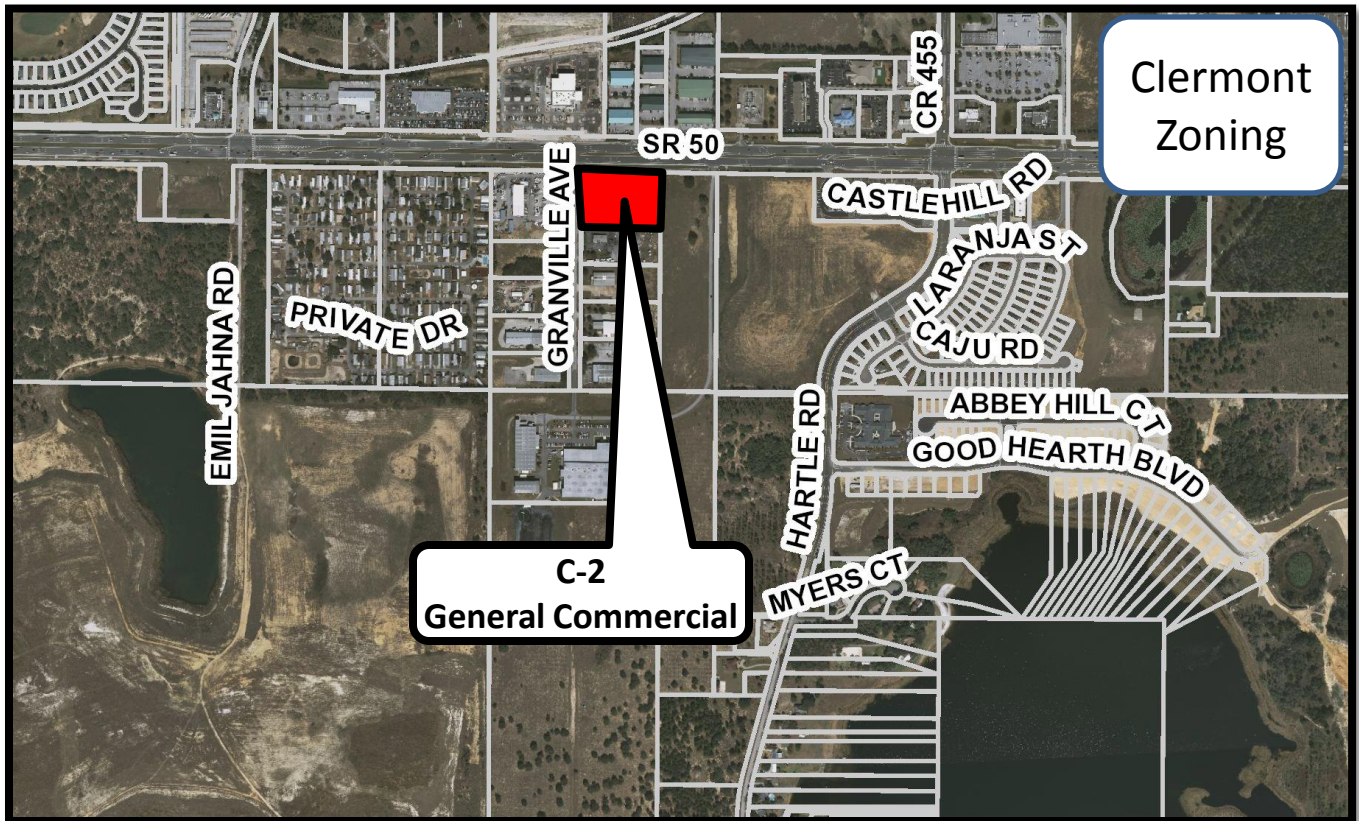
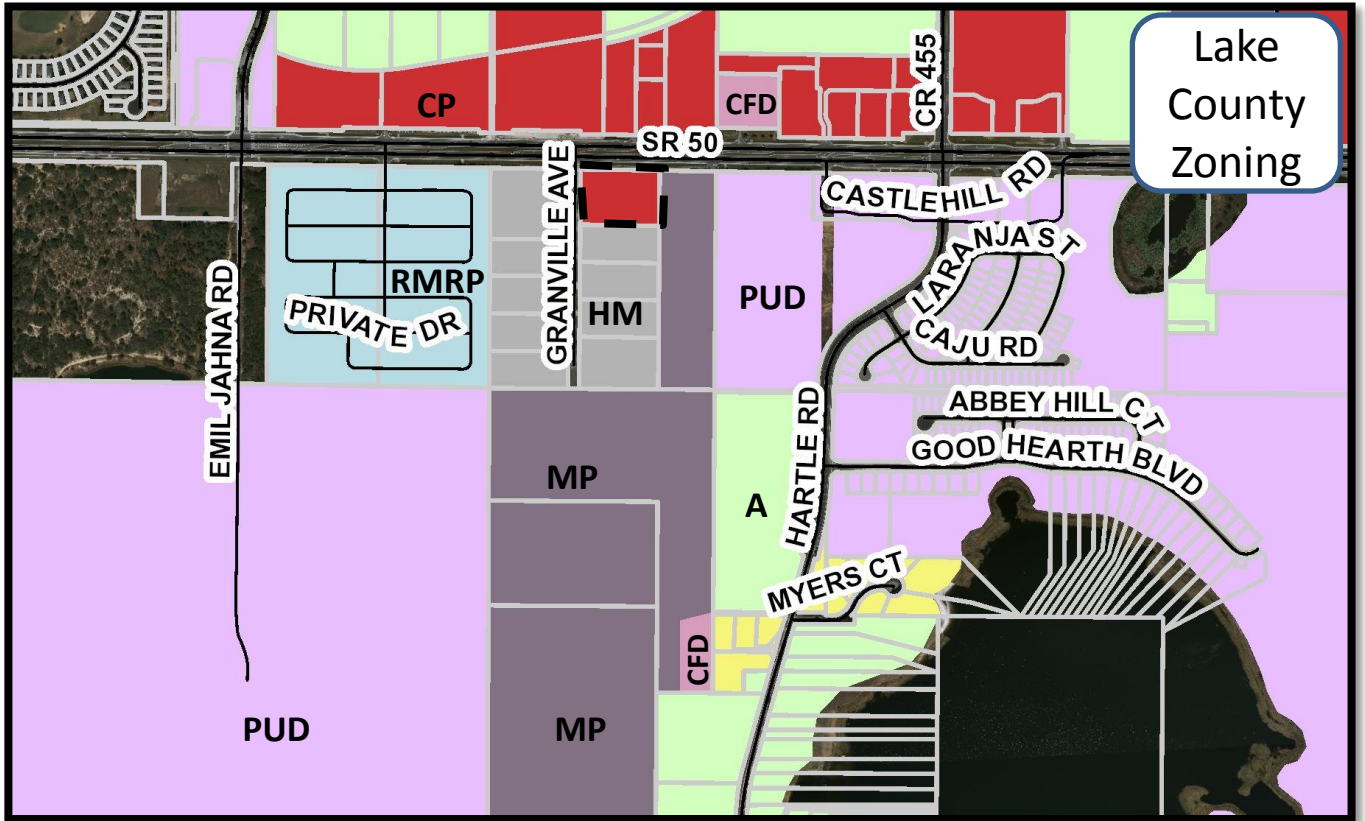


Exhibit – Zoning
U-Haul



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

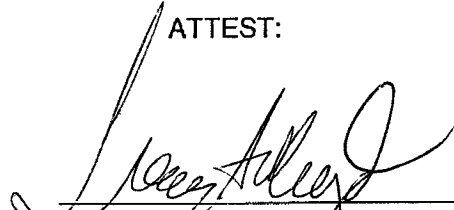
The effective date of this agreement shall be the day of execution of the agreement required hereunder.

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.

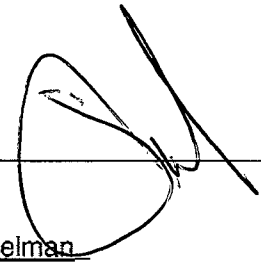
DATED this 12 day of June, 2007.

CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

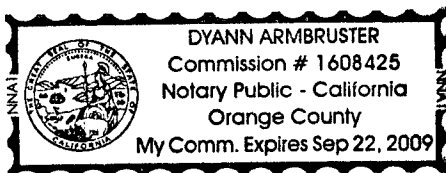
OWNER: United Rental (North America), Inc.
A Delaware Corporation

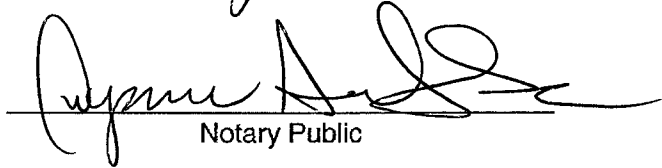
By:  Title: Senior Vice President
Signature
Steven E. Nadelman
Print Name

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.

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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

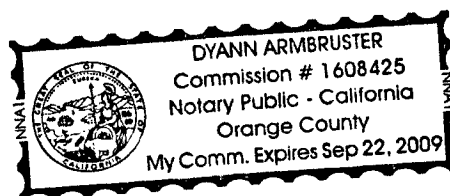
STATE OF CALIFORNIA

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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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, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-54; <i>Final</i> U-Haul		
Requested Action		
Move to approve 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 the small-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City. <i>At the Special Meeting of the Planning & Zoning Commission April 27, 2015, Commissioner Jack Martin 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)		
1. Ordinance	U-haul CPA Ord. 2015-54.doc	
2. Maps	Uhaul Maps.pdf	
3. Utility Agreement	Uhaul Utility Agreement.pdf	
4. P&Z Minutes	SS P&Z minutes.pdf	
5. 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.

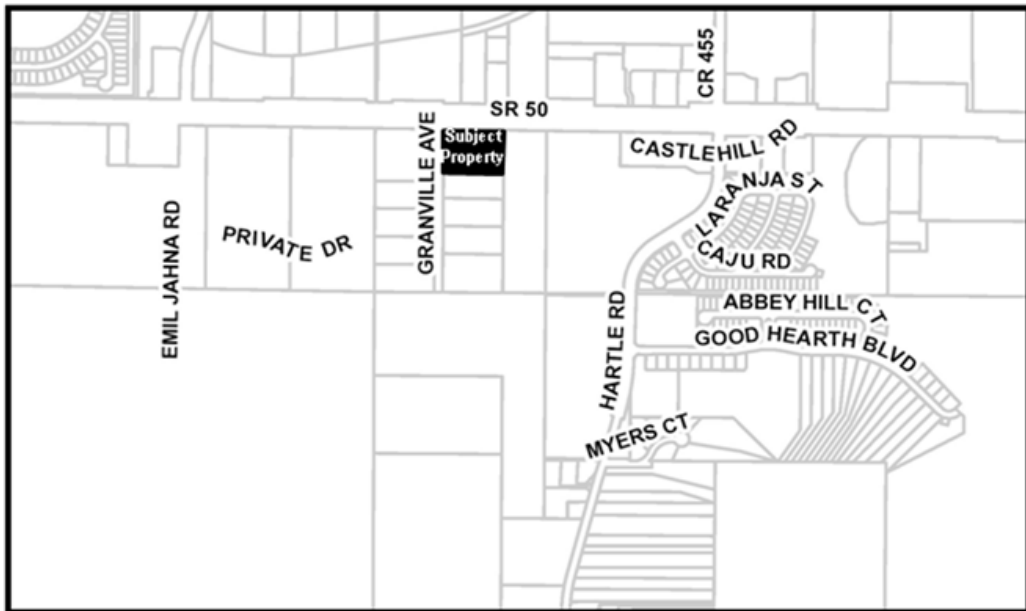
Section 3.

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

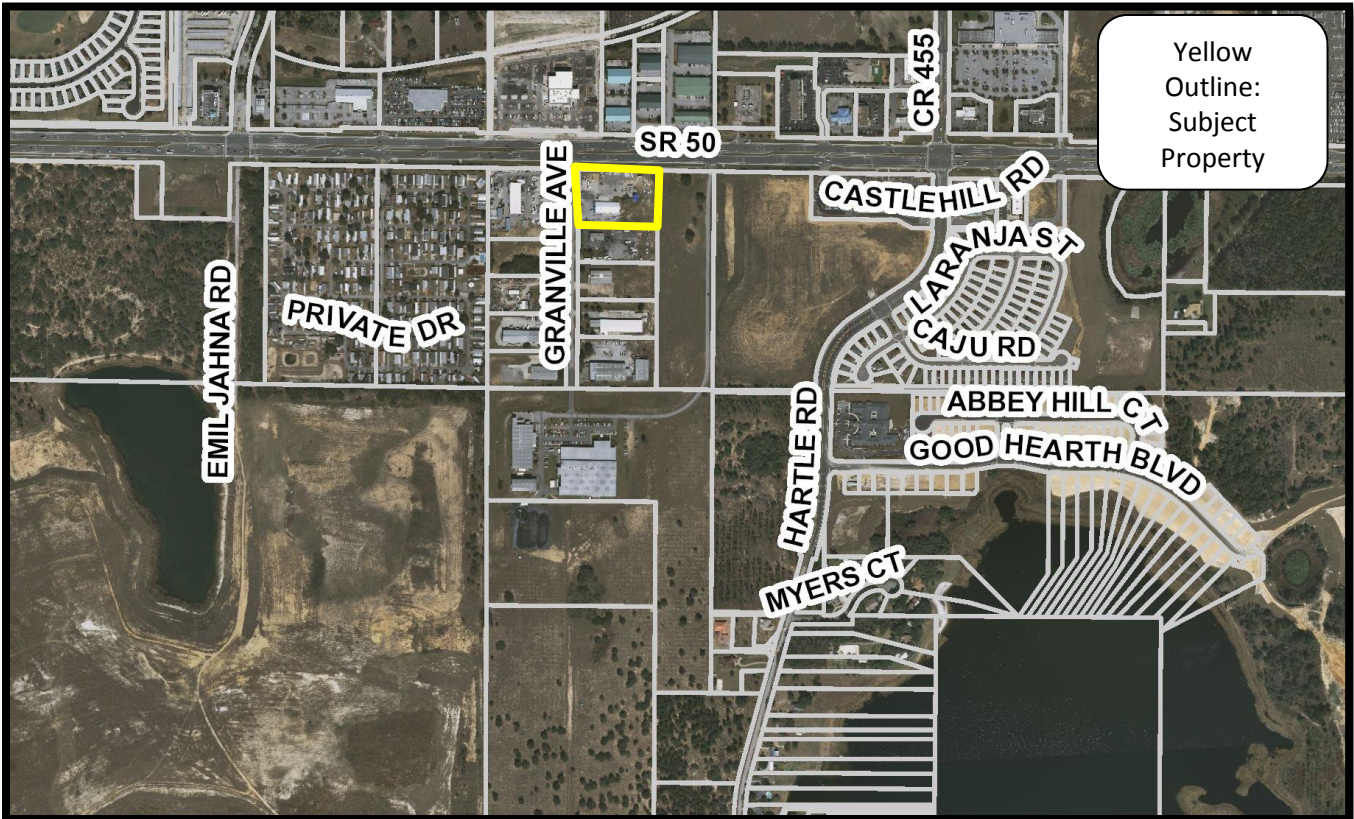
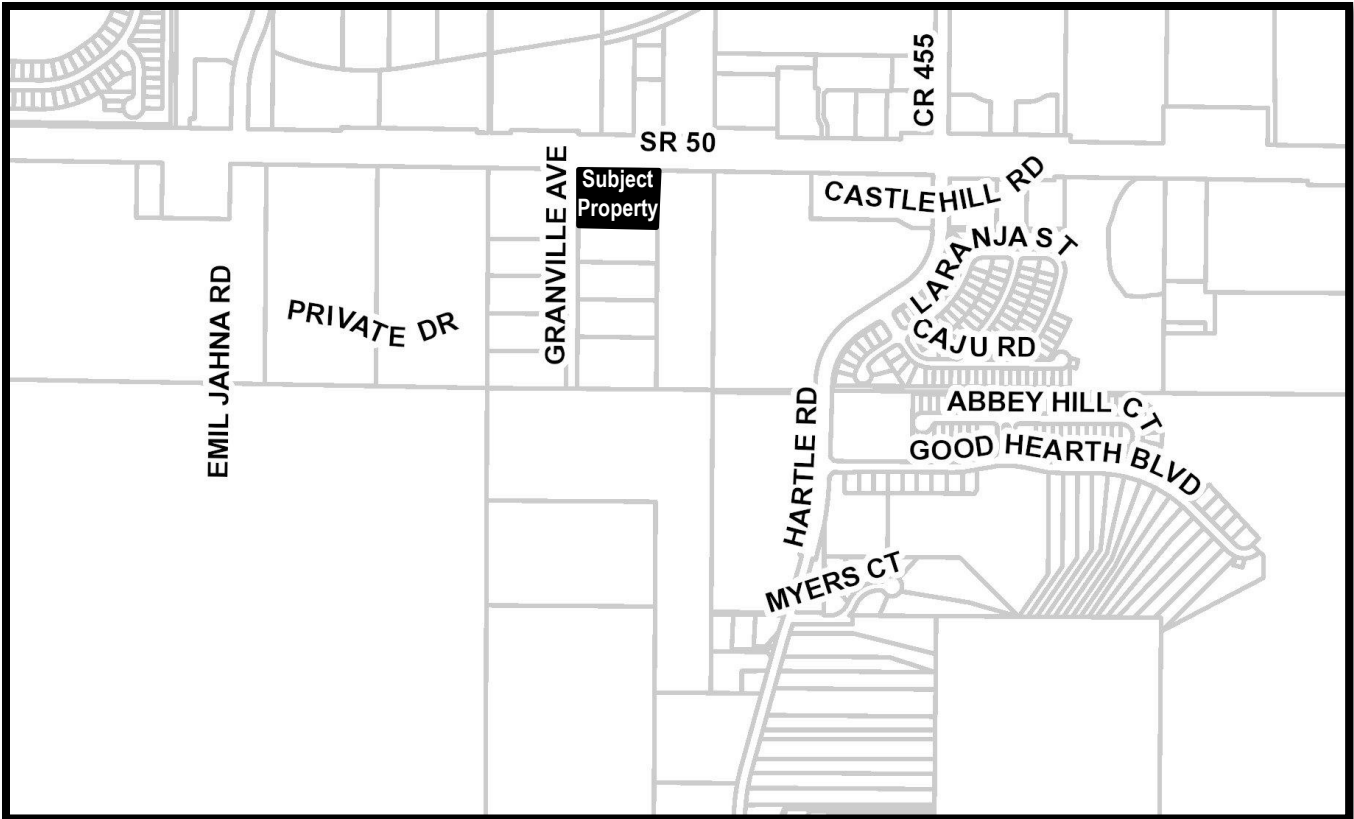


Exhibit – Future Land Use
U-Haul

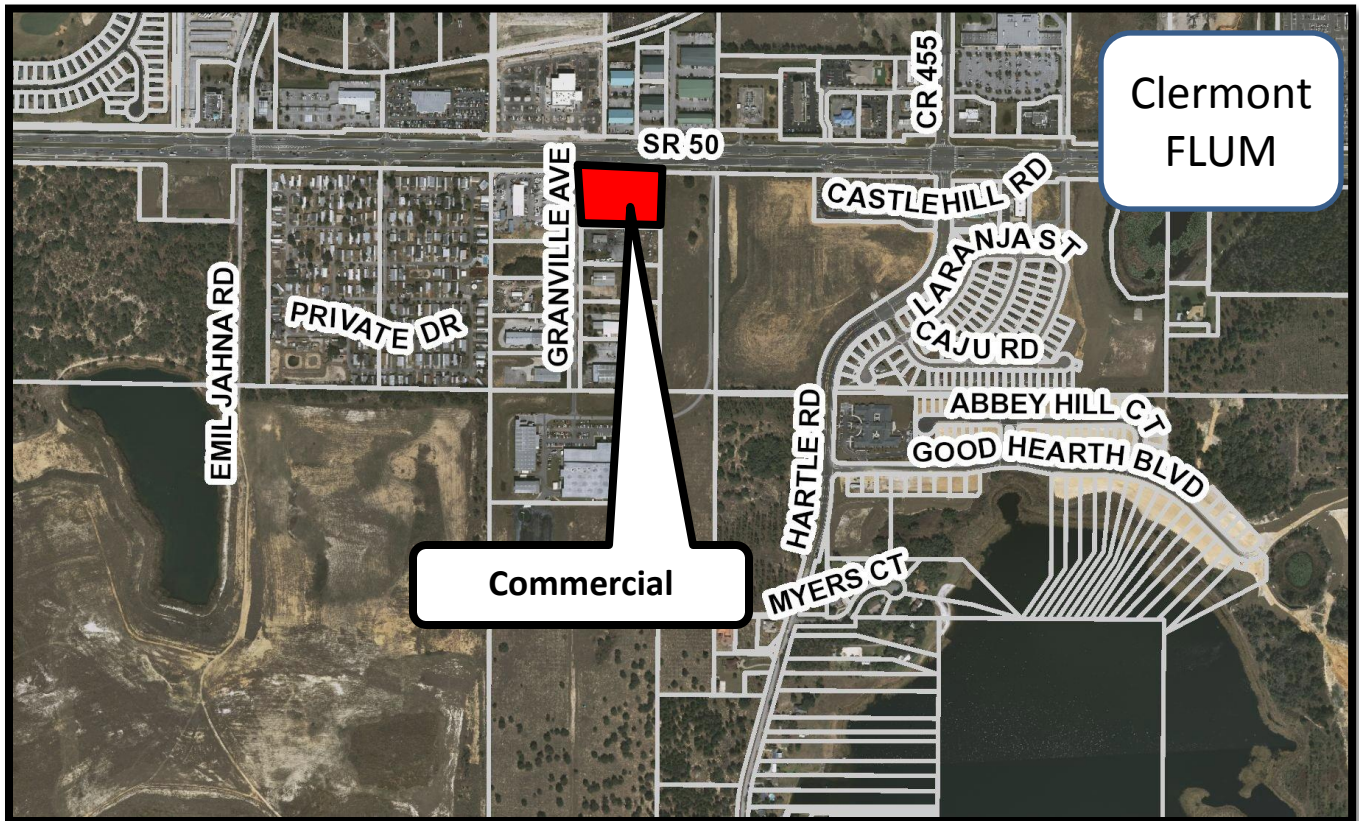
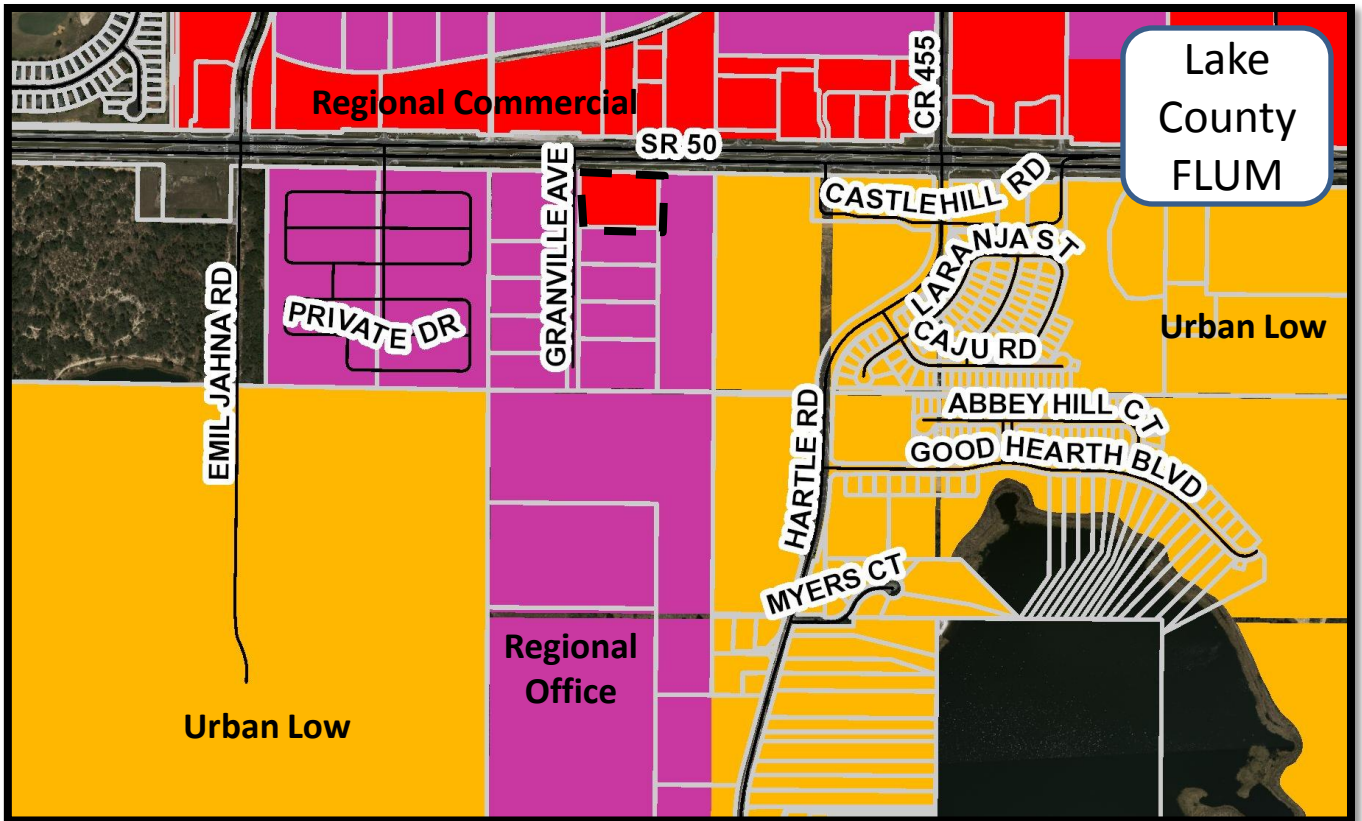
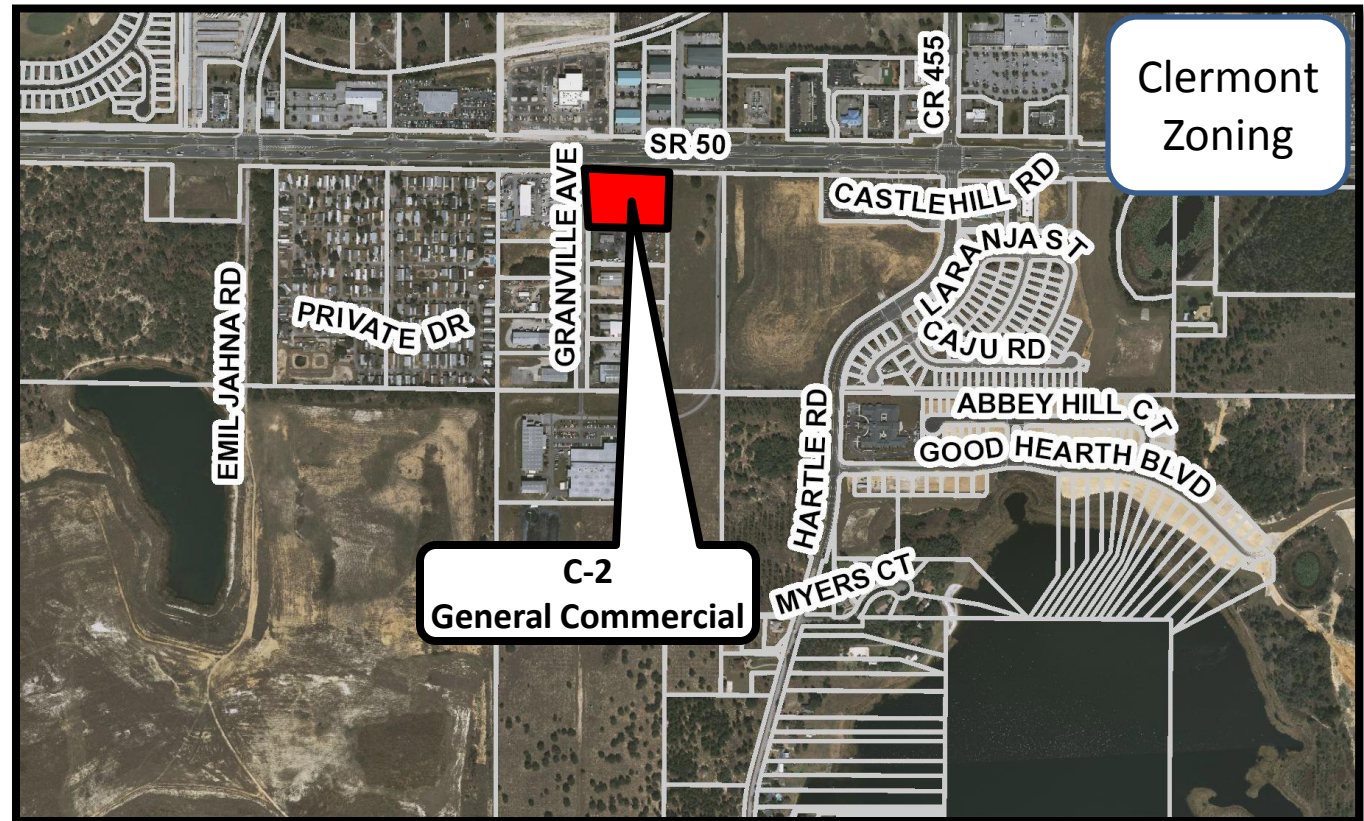
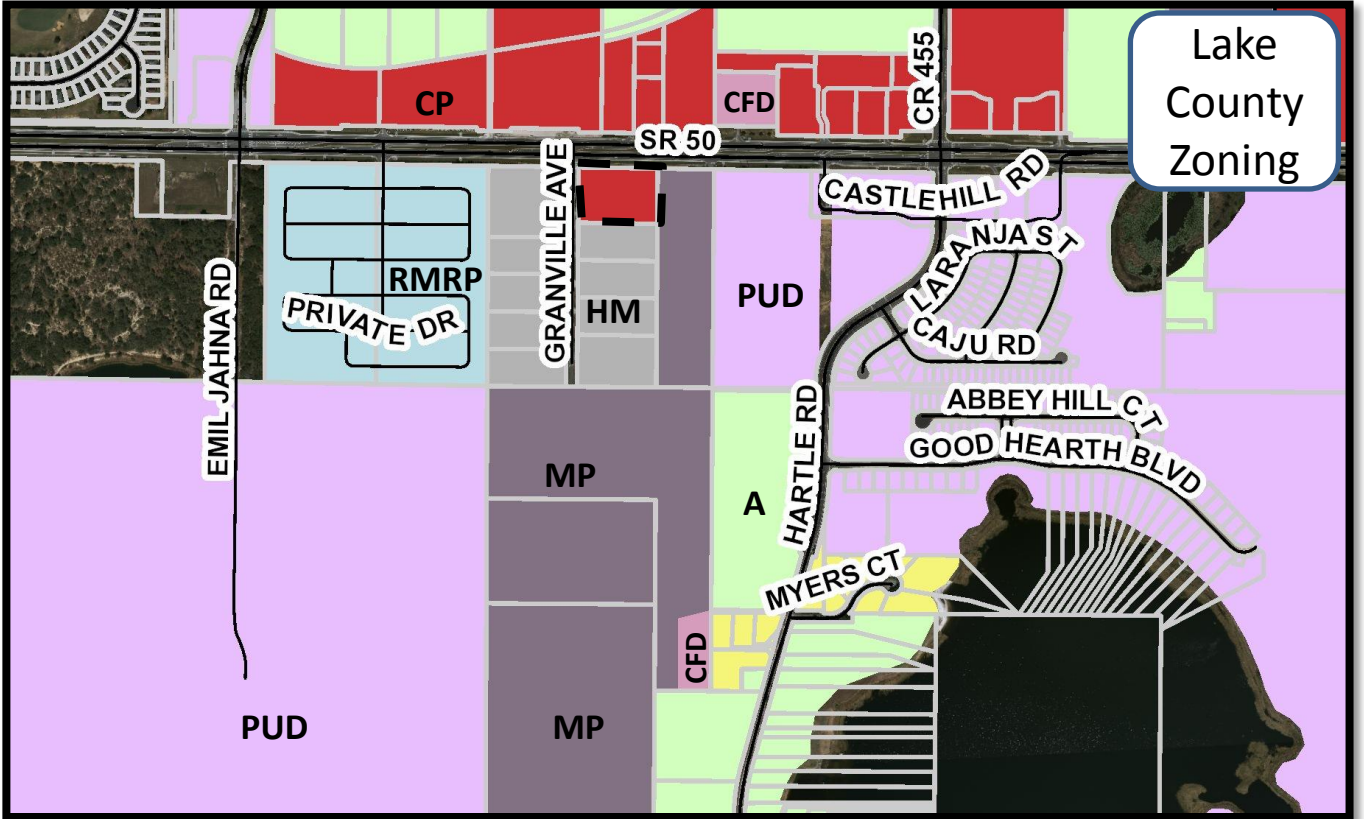


Exhibit – Zoning
U-Haul



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

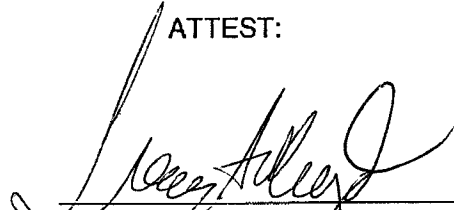
The effective date of this agreement shall be the day of execution of the agreement required hereunder.

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.

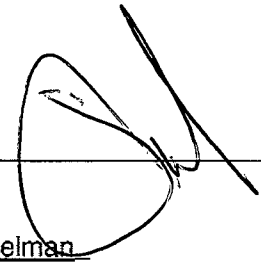
DATED this 12 day of June, 2007.

CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

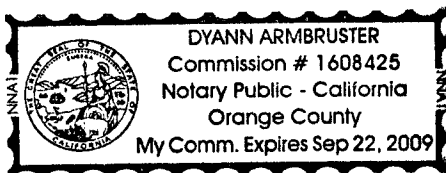
OWNER: United Rental (North America), Inc.
A Delaware Corporation

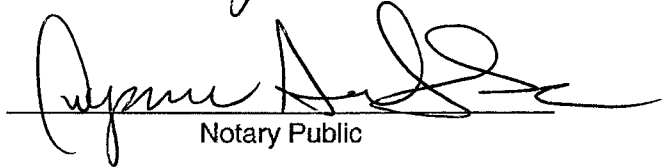
By:  Title: Senior Vice President
Signature
Steven E. Nadelman
Print Name

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.

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of the original document.

PROPERTY OWNER(S):

United Rentals (North America), Inc.

WITNESSES (Two required):

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

2. By: _____
Signature
Type or print name

1. Wendee Erwin
Signature
Wendee Erwin
Type or print name

1. Julie Cohen
Signature
Julie Cohen
Type or print name

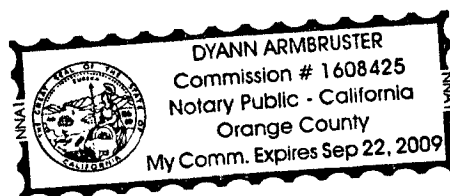
STATE OF CALIFORNIA

COUNTY OF ORANGE

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

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

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



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of the original document.

**City of Clermont
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 6

Commissioner Hubbard moved to recommend approval of the small-scale comprehensive plan amendment; seconded by Commissioner Solis. 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 (Value Place Hotel)

Senior Planner 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 Solis. The vote was unanimous to recommend approval.

11. 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 (U-Haul)

Senior Planner 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 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.

**City of Clermont
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 7

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

12. REQUEST FOR REZONING

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

Senior Planner 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 Proli 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 6:37 pm.

Cuqui Whitehead, Vice-Chair

ATTEST:

Rae Chidlow – Planning Specialist

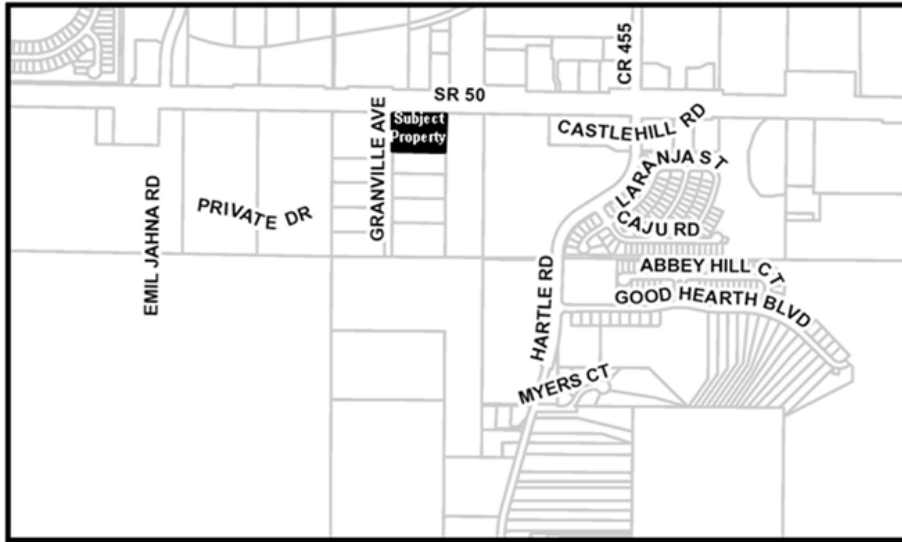
CITY OF CLERMONT

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, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-55; <i>Final</i> U-Haul		
Requested Action		
Move to approve 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. <i>At the Special Planning & Zoning Commission meeting April 27, 2015, Commissioner Judy Proli 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	U-haul REZ ORD 2015-55.doc	
2. Maps	Uhaul Maps.pdf	
3. Utility Agreement	Uhaul Utility Agreement.pdf	
4. P&Z Minutes	Rezoning P&Z minutes.pdf	
5. 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:

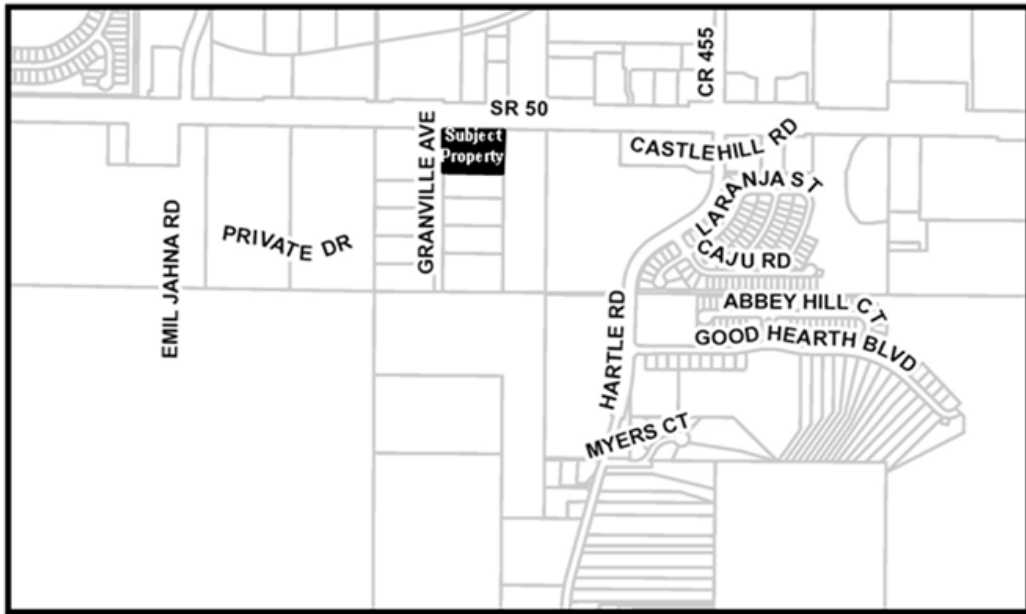
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

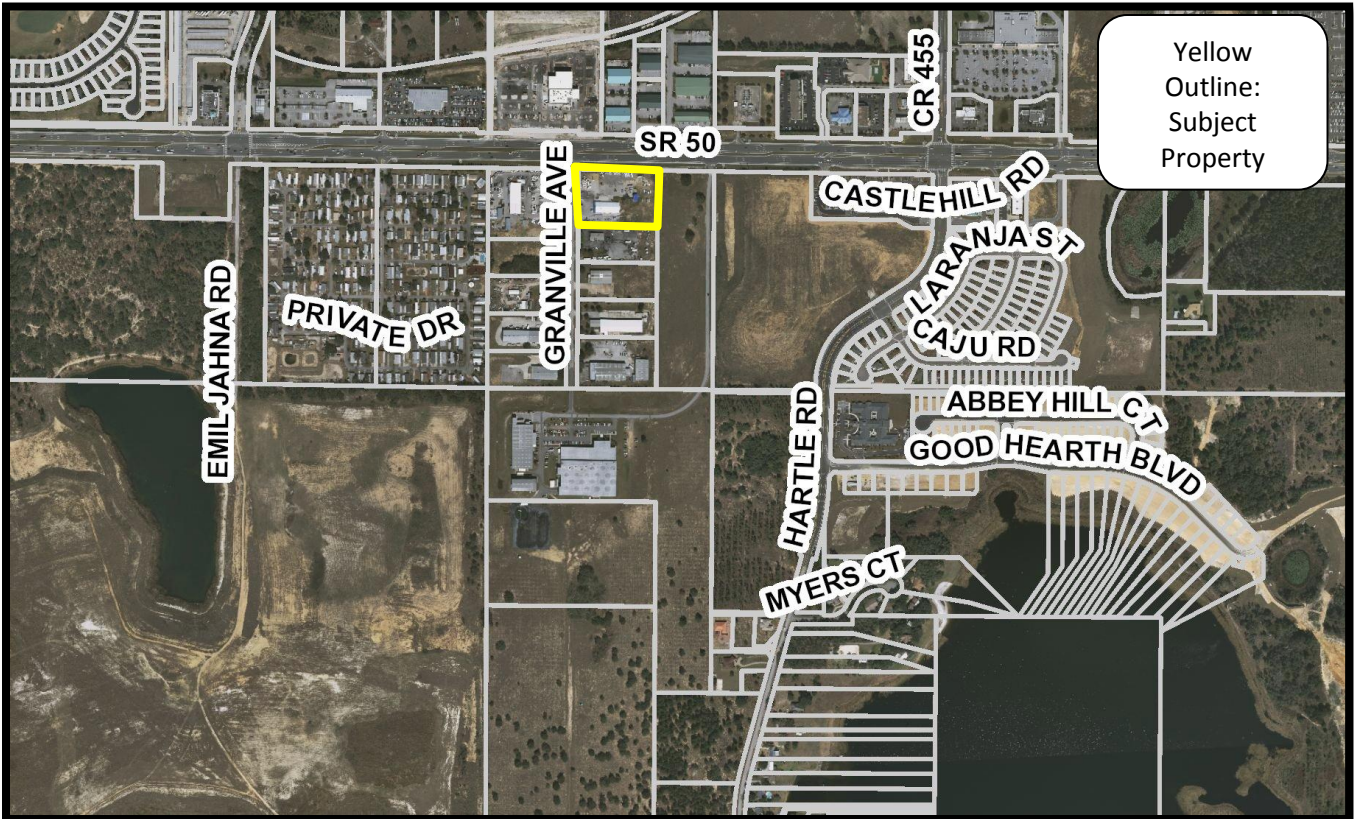
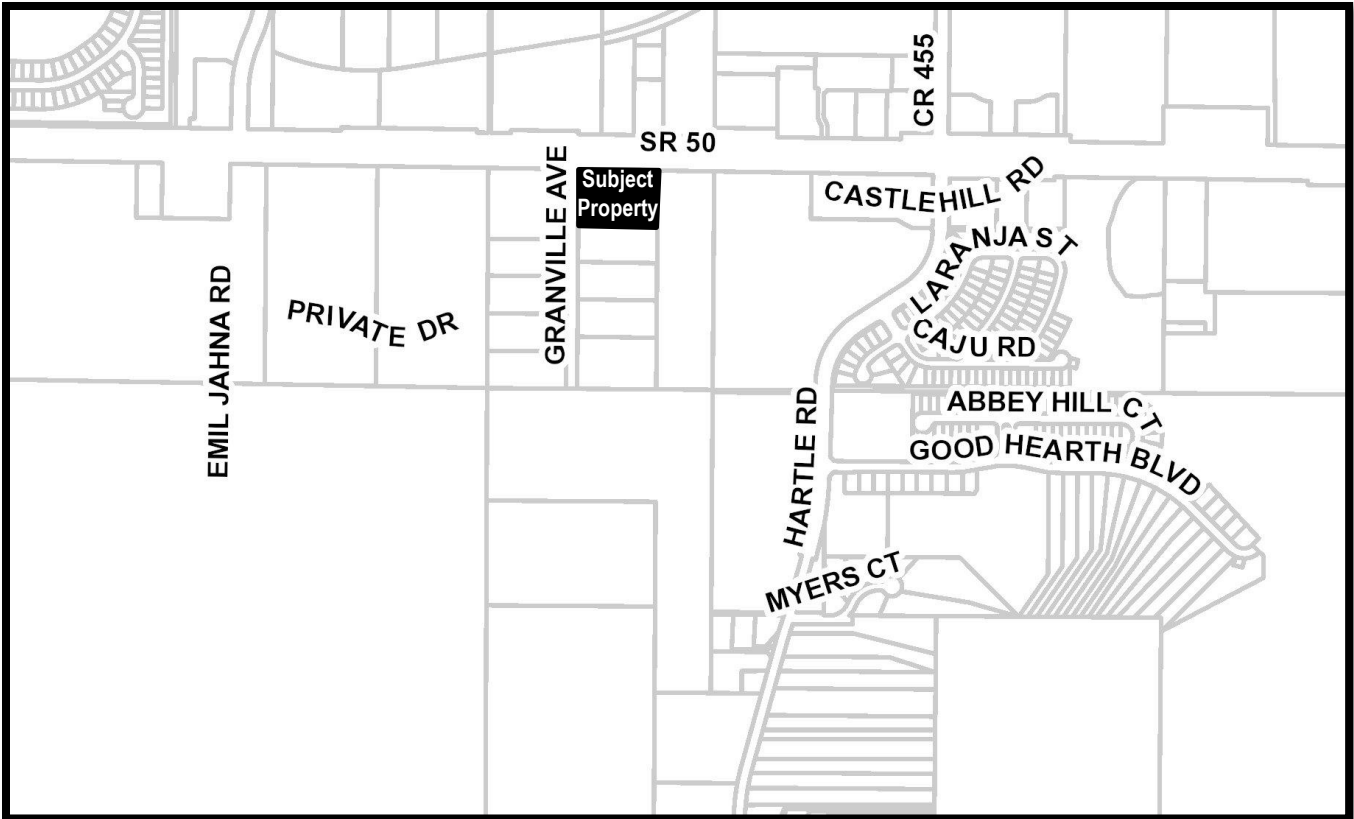


Exhibit – Future Land Use
U-Haul

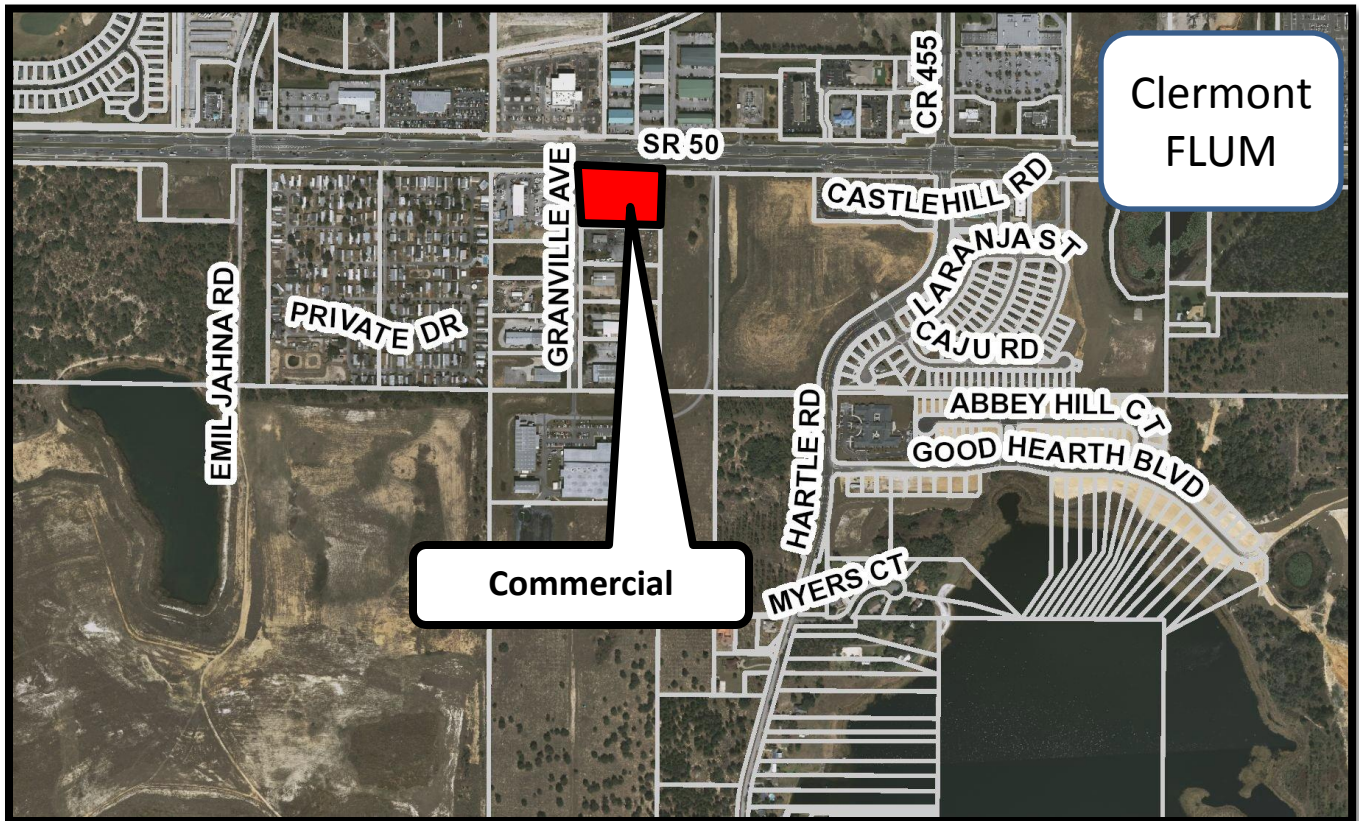
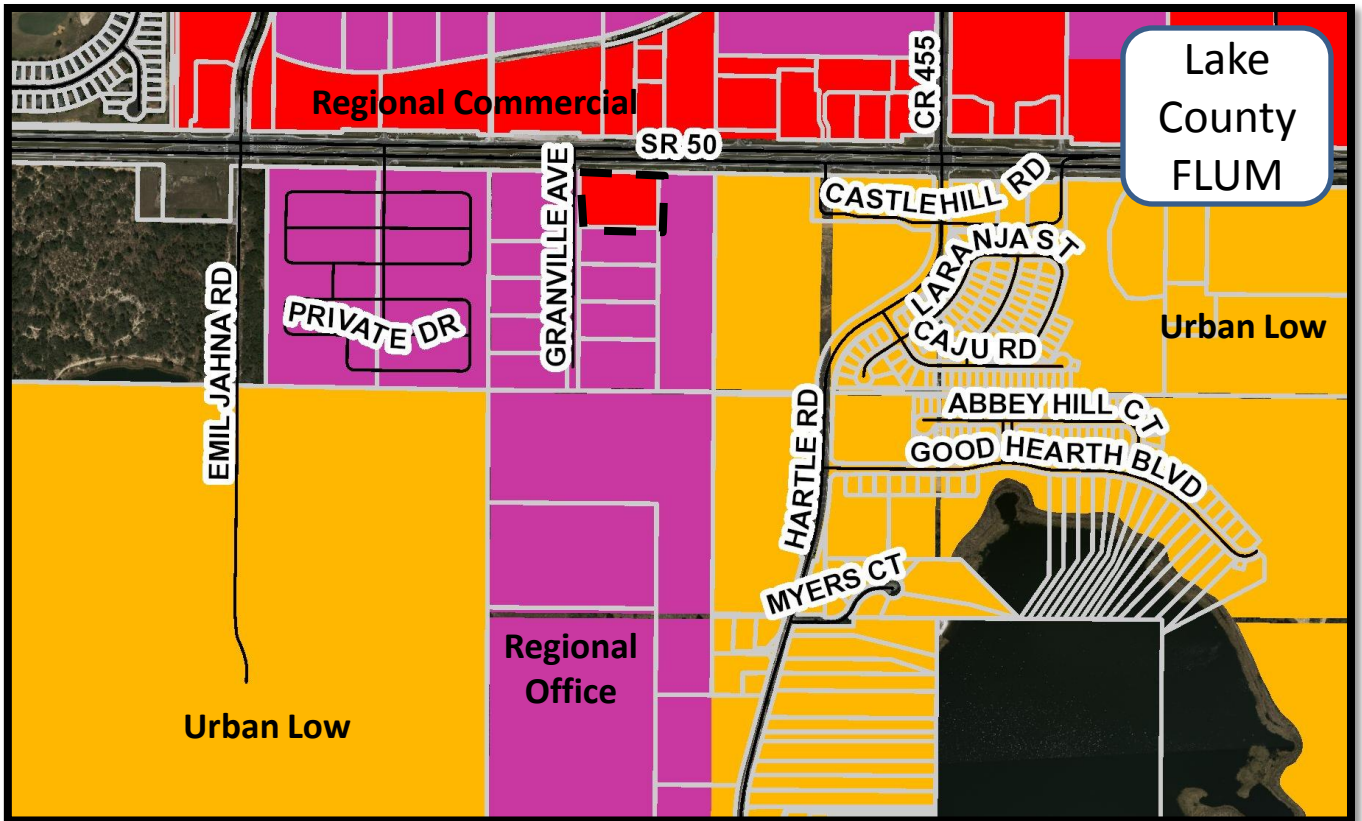
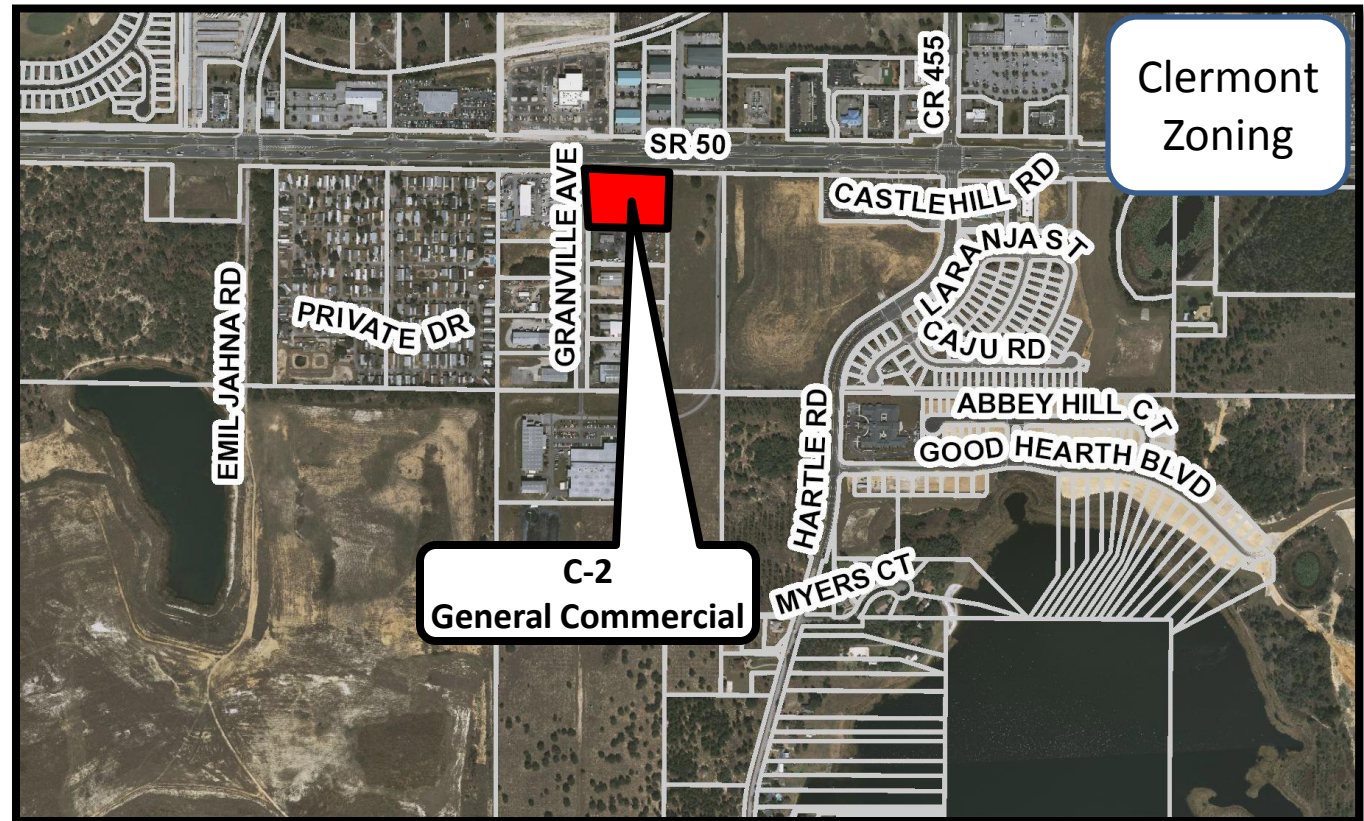
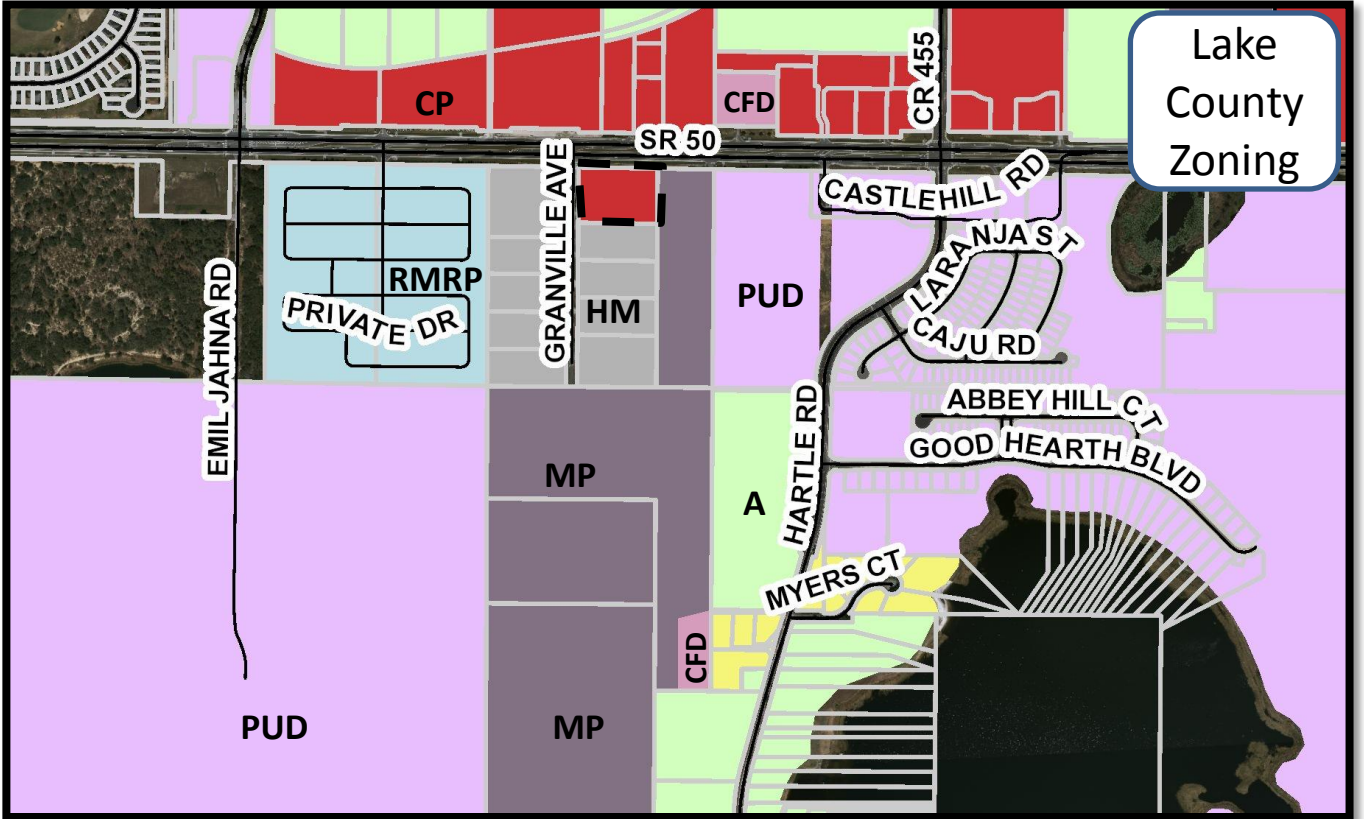


Exhibit – Zoning U-Haul



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

CFN 2007093069
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JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 61.00

WATER & WASTEWATER SERVICE AGREEMENT

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WITNESSETH

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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.
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- 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

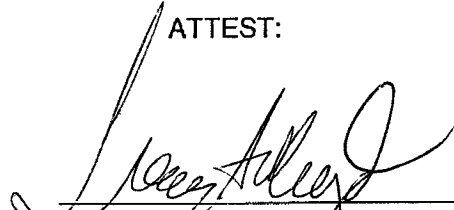
The effective date of this agreement shall be the day of execution of the agreement required hereunder.

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.

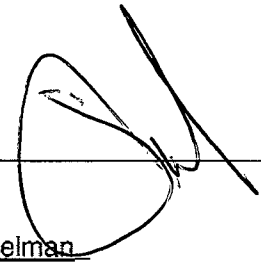
DATED this 12 day of June, 2007.

CITY OF CLERMONT


Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

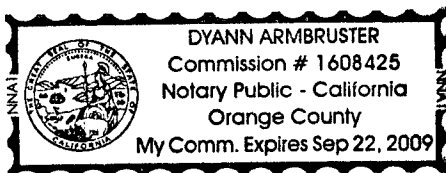
OWNER: United Rental (North America), Inc.
A Delaware Corporation

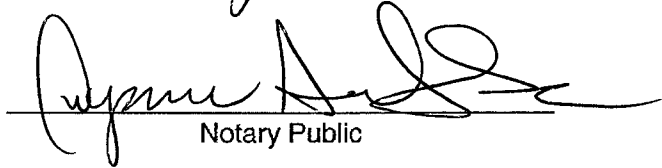
By:  Title: Senior Vice President
Signature
Steven E. Nadelman
Print Name

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.

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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

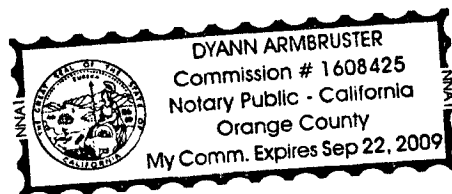
STATE OF CALIFORNIA

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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is equivalent to the quality
of the original document.

**City of Clermont
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 7

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

12. REQUEST FOR REZONING

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

APPLICANT: Staff (U-Haul)

Senior Planner 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 Proli 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 6:37 pm.

Cuqui Whitehead, Vice-Chair

ATTEST:

Rae Chidlow – Planning Specialist

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



CITY OF CLERMONT

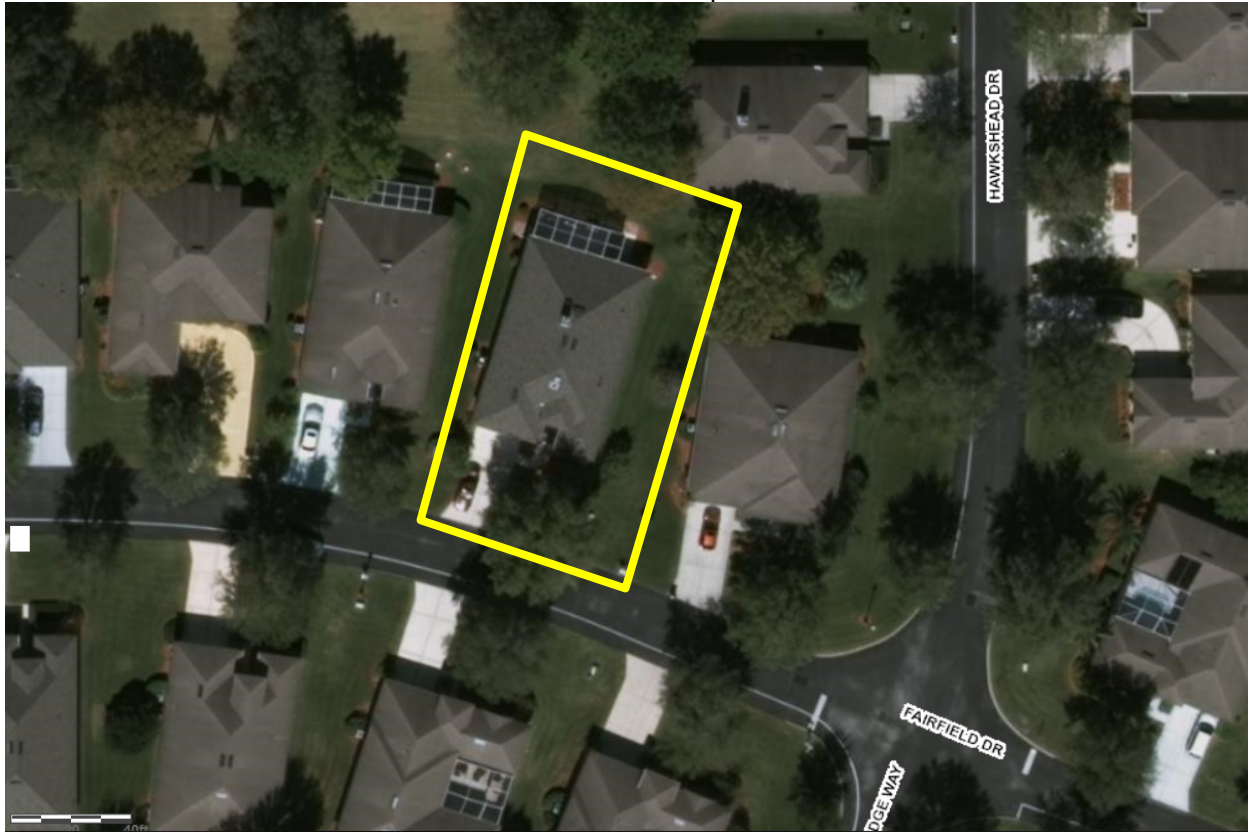
AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 12, 2015		
Agenda Item Name		
Variance Request Coston		
Requested Action		
Move to deny the variance request.		
Staff Report		
The applicant is requesting to not replace a required canopy tree on their residential lot located at 3623 Fairfield Dr. within Kings Ridge. Per City code Section 118-71, the applicant's lot requires one canopy tree and one understory tree or two palm trees. The applicant meets the understory tree or palm tree requirement, but the canopy tree they have removed was a required tree. The oak tree was located in the front yard and was originally planted along with the construction of the house in 1996. The applicant was having problems with the roots of the canopy tree intruding into utility boxes and undermining their driveway. They are requesting to not replant another canopy tree back on the lot, that could cause additional problems with the utilities in the future. The applicant would propose replanting an understory tree in the front yard, should they be given permission to not replace the existing canopy tree. Staff recommends denial of this variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Exhibit	Exhibit 1.doc	
2. Review Criteria	Review Criteria.doc	
3. Application	Application-Pictures.pdf	
4. Legal Ad	VAR Legal AD Coston.pdf	

Exhibit 1

DEVELOPMENT NAME: Billy and Sharon Coston
Location Map:



The requirements for a variance are as follows:

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

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

FINDINGS:

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

Applicant response: *Lot front contains all utility boxes. Five on the east side of the lot and one large on the west side. Very few contain this large amount.*

Staff comments: *The lot is similar to many other lots in the neighborhood with a canopy tree in the front yard.*

Negative finding

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

Applicant response: *No condition was made when Kings Ridge was developed and as the tree matured.*

Staff comments: *The condition started by the developer planting the canopy trees adjacent to the utilities.*

Positive finding

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

Applicant response: *We would like to protect our property, the road, the utilities from being damaged. In special circumstances home owners have been excused in Kings Ridge.*

Staff comments: *Staff does not feel others in the development have been granted the same allowance of removing trees beyond what code allows.*

Negative finding

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

Applicant response: *No.*

Staff comments: *Staff does not see where the applicant is reducing the cost of developing the site.*

Positive finding

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

Applicant response: Yes, replanting another oak will again cause the same or worse damage in due time. We also understand required size is hard to obtain.

Staff comments: Staff feels the replacement of the canopy tree with a understory tree would be a reasonable request for a replacement tree.

Positive finding

- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Applicant response: No other home owners in Kings Ridge were granted the request due also to lot size and no canopy tree was required.

Staff comments: Staff feels this request would confer special privileges to the applicant because other properties within the development do not have the same privileges to remove required trees.

Negative finding

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

Applicant response: No because of the closeness of the trees in the neighborhood it would all blend in.

Staff comments: Staff does not feel the variance request will diminish the property value or alter the character of the site itself.

Positive finding

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

Applicant response: Yes, granting the variance will be protecting neighbors utilities, the road, persons walking and our own, from root damage.

Staff comments: The general intent is to maintain a minimum tree inventory for residential lots, however, staff does not feel there will be a detriment to surrounding properties or public welfare.

Positive finding

STAFF RECOMMENDATION for the Variances:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that there three of the eight that do not meet these findings. Therefore, staff recommends denial of this variance request for a reduction of the minimum tree requirement.



CITY OF CLERMONT
VARIANCE
Application

DATE: 4-1-15

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: Billy AND SHARON Coston

CONTACT PERSON: SHARON

Address: 3623 FAIRfield DR lot 116

City: Clermont State: FL Zip: 34711

Phone: 352-242-2568 Fax: _____

E-Mail: SJ Coston @ Adl.Com

OWNER: Billy AND SHARON Coston

Address: 3623 FAIRfield DR

City: Clermont State: FL Zip: 34711

Phone: 352 242 2568 Fax: _____

Address of Subject Property: 3623 FAIRfield DR lot 116

General Location: KINGS Ridge HUNTINGTON NEIGHBORHOOD

Legal Description (include copy of survey): lot 116
HUNTINGTON NEIGHBORHOOD KINGS Ridge
3623 FAIRfield DR Clermont FL 34711
LAKE County

Land Use (City verification required): _____

Zoning (City verification required): _____



CITY OF CLERMONT

VARIANCE

Application

Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

Sec 4.11 SEC 118-113 B2 B3 GUIDELINES FOR
TREE REMOVAL AND REPLACEMENT

What are you proposing to do that would require a variance and why? REMOVING AN OAK
FROM OUR FRONT YARD, BECAUSE OF SMALL AREA DUE TO UTILITY BOXES
WE ARE REQUESTING NOT TO REPLACE THE TREE

How does the Code create a hardship? REPLACING A TREE EITHER IN THE SAME
AREA OR A FEW FEET EAST WILL STILL CAUSE UTILITY AND
ROAD PROBLEMS INVOLVING NEIGHBORS AND OURSELVES

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

Variance requested – subject and code section: _____

Sec. 86-174. Review criteria and findings.

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

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

LOT FRONT CONTAINS ALL UTILITY BOXES. FIVE (5) ON THE EAST
SIDE OF LOT AND ONE (1) LARGE ON WEST SIDE.
VERY FEW CONTAIN THIS LARGE AMOUNT.

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

NO CONDITION WAS MADE WHEN KING'S RISE
WAS DEVELOPED AND AS TREE MATURED



CITY OF CLERMONT
VARIANCE
Application
Page 3

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

We would like to protect our property, the road, the utilities from being damaged. In special circumstances home owners have been excused in Kings Ridge

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

No

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

YES Replanting another oak will again cause the same or worse damage in due time. We also understand Required size is hard to obtain

(6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

No other Home owners in Kings Ridge were granted the Request due also to lot size and no canopy tree was required

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

No Because of the closeness of the trees in the neighborhood it would all blend in.



CITY OF CLERMONT
VARIANCE
Application
Page 4

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

YES GRANTING the VARIANCE will be protecting
NEIGHBORS utilities, The ROAD, PERSONS WALKING
AND OUR OWN, from Root DAMAGE

SHARON Coston
Applicant Name (print)

x Sharon Coston
Applicant Name (signature)

SHARON Coston
Owner Name (print)

x Sharon Coston
Owner Name (signature)

******* NOTICE *******

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

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

To the deciding Board,

We are removing the oak tree from the front of our home, (lot #116 Huntington, Kings Ridge). The tree has been damaged by past storms and leans towards the road. Several times now we have cut out roots as they keep lifting our drive, and continues to do so. The roots have spread to the utility boxes and are going under the road causing more damage.

We are requesting permission NOT to replace the existing tree. Guide Line 4:11.

The lot size was greatly reduced in width by the developer because of the 5 utility boxes on the east side and the large electric box on the west side. The front of our lot is the path way for all the utilities serving our neighbors and ourselves.

Replanting a tree keeps the same problems. Due to the lack of room to go to another area, the same situation will occur if we replace the tree. We are asking that you consider sec 118-113 B2,B3 and C5, and make an exception to the rule, that we don't have to replace the tree.

Note the diagrams, footages, quantity of utility boxes, path of the pipes and cables and what mature roots could do, and have done. Please take into consideration the properties that have been granted permission NOT to plant a front lot tree in Kings Ridge due to special circumstances.

Thank you

Bill and Sharon Coston

Clermont, Florida, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 118 - VEGETATION >> ARTICLE III. - TREES >> DIVISION 3. - TREE REMOVAL PERMIT >>

DIVISION 3. - TREE REMOVAL PERMIT

Sec. 118-111. - Required.

Sec. 118-112. - Application.

Sec. 118-113. - Issuance; criteria for tree removal; tree replacement standards.

Sec. 118-111. - Required.

It shall be unlawful and a violation of this division and the land development code to clear or remove a tree by any method without first securing a permit from the city unless removal of such tree is exempted by other provisions of this division or the land development code. For exemptions, see section 118-9.

(Code 1998, § 118-111; Ord. No. 281-C, § 1(ch. 13, § 2), 11-8-1994)

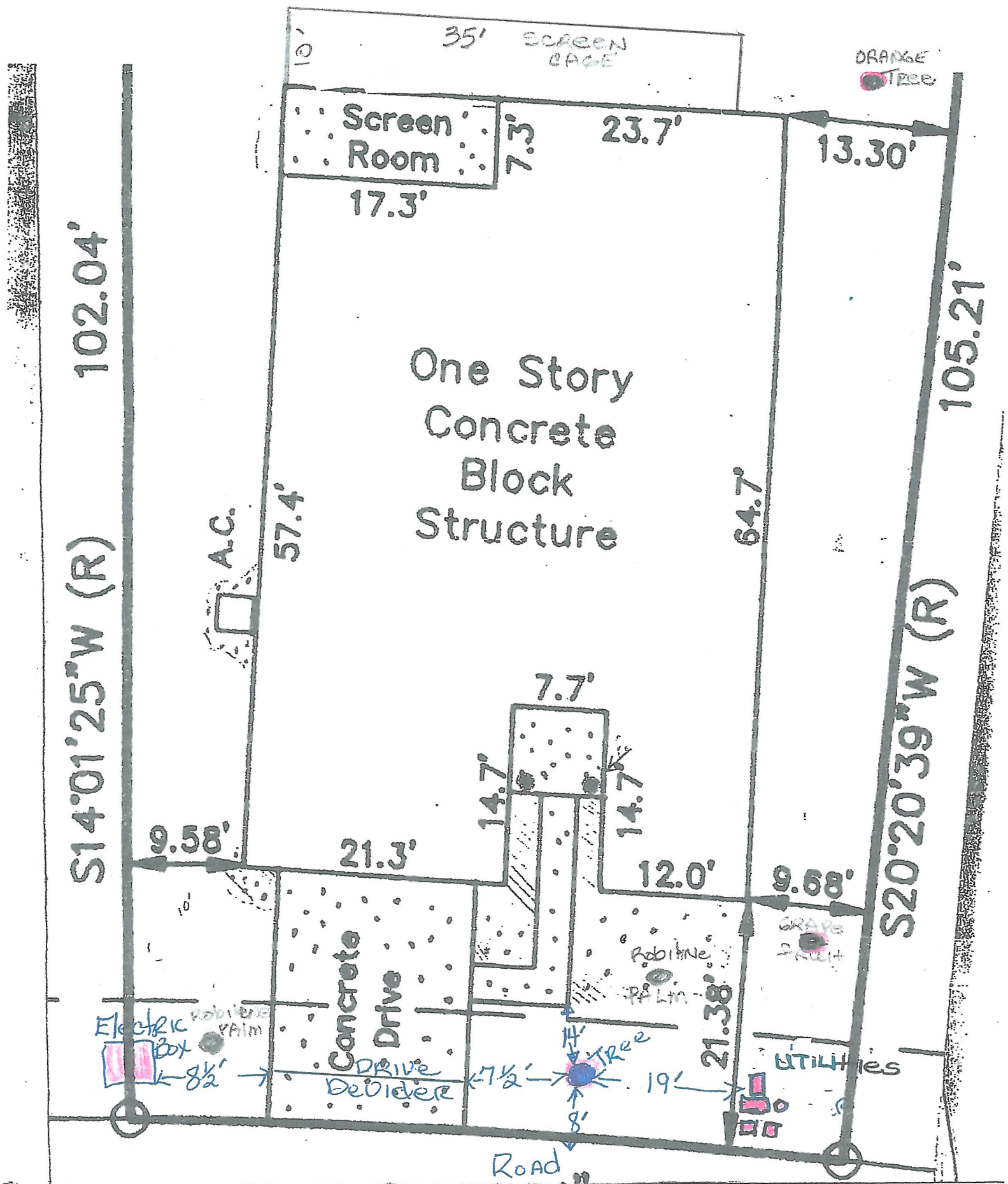
Sec. 118-112. - Application.

- (a) An application for tree removal shall be filed on official forms provided by the city. Completed applications shall be returned to the city along with the following:
 - (1) A tree inventory consisting of a scaled aerial photograph at a scale of one inch equals 100 feet or greater, or drawing at a scale of one inch equals 40 feet or greater, indicating:
 - a. Property boundaries.
 - b. Location of all individual trees of six inches and greater, including the circumference of the tree measured at 4½ feet above the existing grade and its common name.
 - c. An indication of all trees proposed for removal, including replacement.
 - (2) Reasons for removal of trees.
 - (3) The appropriate permit fee as set by resolution of the city council and on file in the city clerk's office.
- (b) Application for a tree removal permit may be made at any time, except that in the following cases the application shall be required to be filed where indicated:
 - (1) All new subdivisions shall be required to submit a tree inventory and proposed tree removal and replacement plan at the time of initial submittal of the subdivision plan to the site review committee so that due consideration may be given to preservation and protection of trees during the subdivision design process.
 - (2) Any commercial, industrial, residential or other use requiring site plan approval under the zoning regulations, chapter 122, or the subdivision regulations, chapter 110, shall be required to submit a tree inventory and proposed tree removal and replacement plan at the time of site plan submittal so that due consideration may be given for preservation and protection of trees during the site plan design process.
 - (3) All new single-family and duplex dwelling units other than new subdivisions shall be required to submit a tree inventory and proposed tree removal and replacement plan at the time of application for a zoning clearance so that due consideration may be given for preservation and protection of trees during the site plan design process. The tree inventory may be shown on the zoning clearance plot plan.
- (c) Upon formal written request and approval of the site review committee, the city may permit an applicant to omit certain portions of the tree inventory where omitted portions are not found necessary for compliance with the requirements set forth in this division and are not needed to critically evaluate the application.

(Code 1998, § 118-112; Ord. No. 281-C, § 1(ch. 13, § 3(A), (B)), 11-8-1994; Ord. No. 2011-32-C, § 1, 4-26-2011)

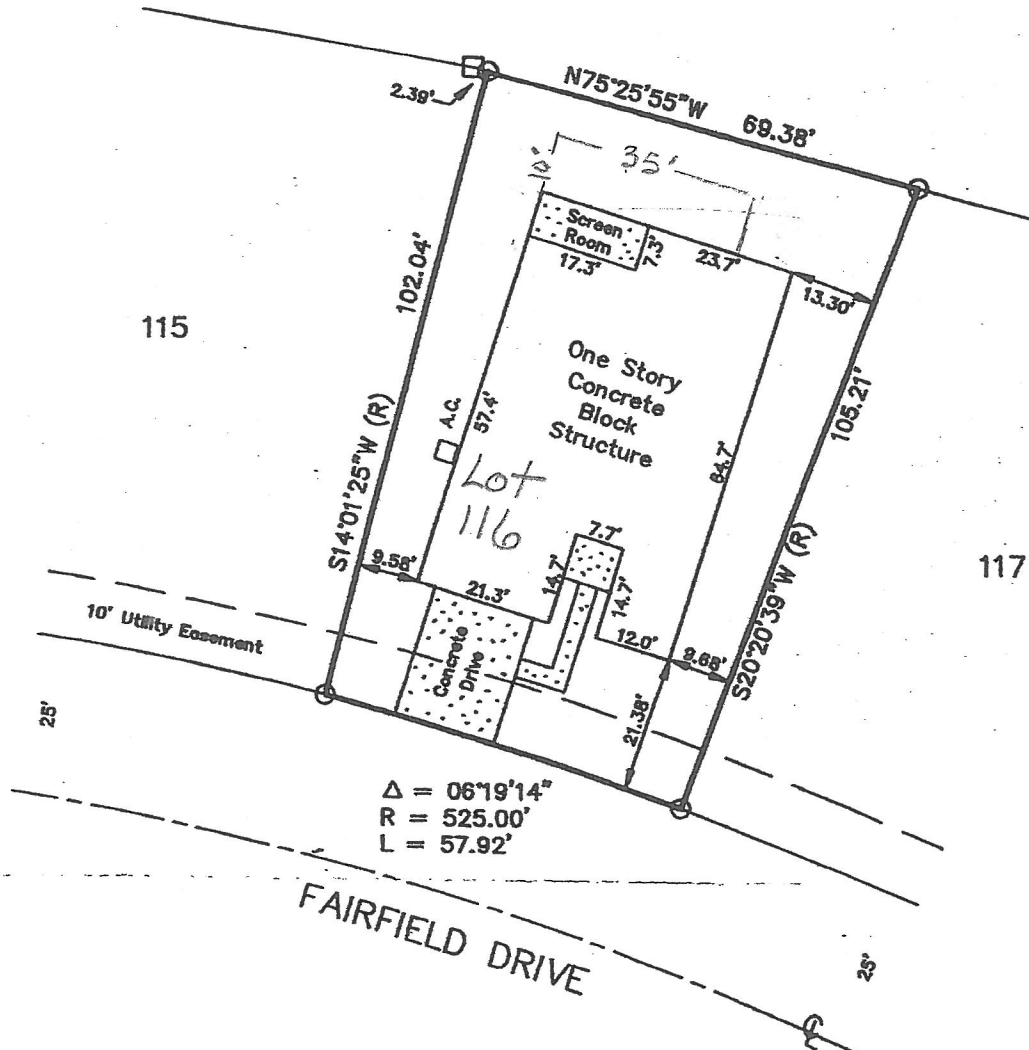
Sec. 118-113. - Issuance; criteria for tree removal; tree replacement standards.

- (a) *Intent.* It is the intent of this section to minimize the removal of protected trees and that no authorization shall be granted to remove a tree if the developer has failed to take reasonable measures to design and locate the proposed improvements so that the number of protected trees to be removed is minimized.
- (b) *General criteria for authorization of tree removal.* No authorization for the removal of a protected tree shall be granted unless the applicant demonstrates one or more of the following circumstances exist:
 - (1) A permissible use of the site cannot reasonably be undertaken unless specific trees are removed or relocated.
 - (2) The tree is located in such proximity to an existing or proposed structure that the safety, utility or structural integrity of the structure is materially impaired.
 - (3) The tree materially interferes with the location, servicing or function of utility lines or services.
 - (4) The tree creates a substantial hazard to motor, bicycle or pedestrian traffic by virtue of physical proximity to traffic or impairment of vision.
 - (5) The tree is diseased or weakened by age, abuse, storm or fire and is likely to cause injury or damage to people, buildings or other improvements.
 - (6) Established law or regulation requires the removal.
- (c) *Specific criteria for authorization of tree removal.* Pursuant to criteria established in subsection (b) of this section, a tree removal permit may be issued where one or more of the following circumstances exist if alternative design or other solutions do not afford indispensable relief for a proposed use:
 - (1) *Street opening.* A permit may be issued if the location of a tree restricts the opening of a street or road right-of-way.
 - (2)



Coston 3623 FAIRfield DR. Lot 116

$1'' = 30'$





Community Association
1900 Kings Ridge Blvd., Clermont, FL 34711

ACC Application for Approval

Revised August 2012

RECEIVED

MAR 02 2015

Date Received by KRCA Management Office

Property Owner	<u>Billy + Sharon Coston</u>	Neighborhood	<u>BY: HUNTINGTON</u>
Street Address	<u>3623 FAIRFIELD DR</u>	Phone	<u>352-242-2568</u>
Submitted By	<u>Costons</u>		

This is an application to make the following changes to my homesite. (Please state exactly what you want to do)

We would like to remove our canopy tree in the front of our home. Roots are rising the lower driveway slab. Bill has cut out roots several times. The tree leans towards the road and limbs cover over half the road. It has been damaged by several storms, taking several limbs. Due to the lot size and the utilities contained in the small area (see diagram) please give serious consideration to giving us permission not to replace the tree and filling the area with sod.

I have complied with the Submittal Requirements, including two copies of the Community and Neighborhood (if any) Guidelines and other documents as required to support my request. Any required permits will be provided the Community when obtained. I have read the Application Instruction document and understand no substitutions or deviations from this submitted application are permitted. Installations of any improvements, renovations or repairs will match exactly to what was submitted on this document to the NARC and ACC.

Signature of Owner of Authorized Occupant Sharon Coston

Date 3-4-15

Neighborhood ARC Action

- ☒ Approved
☐ Not Approved, ACC Guidelines Missing
☐ Not Approved, Required Documentation Missing
☐ Not Approved, Other

KRCA ACC Action

- ☒ Approved
☐ Not Approved, ACC Guidelines Missing
☐ Not Approved, Required Doc. Missing
☐ Not Approved, Other

By

(Print Name)

Date

By

(Print Name)

Date

*****CALL 811 BEFORE YOU BEGIN ANY DIGGING**

This application for approval of proposed improvement/addition has been reviewed by the Neighborhood ARC and the Kings Ridge Community ACC in accordance with the provisions of their respective Covenants, Rules and Regulations. ACC approval is conditioned upon final inspection at completion. The proposed work has not been reviewed for compliance with any rules and regulations of federal, state, county or local governmental authorities having jurisdiction, which said compliance is the responsibility of the applicant. Neither the Neighborhood Association nor the Kings Ridge Community Association shall have nor shall assume any responsibility and/or warranty for the adequacy or fitness of the proposed work. Approvals require official stamp of the Kings Ridge Community Association, Inc.

TREE AND SHRUB REMOVAL 4.10

Note: Please refer to Guideline 4.11 for replacement of above.

Any tree or shrub removal and/or replacement requires approval of the NARC and the ACC. Note: The removal or replacement of dead shrubbery does not require approval.

Proposed work shall commence within 45 days of approval by the ACC and shall be completed within 105 days of commencement. Time extensions may be granted by the NARC upon written request.

Removal of Canopy Trees

The following is in accordance with Section 118-71 of the City of Clermont Ordinance No. 2011-03-C

A minimum of one (1) canopy tree is required and shall be located in the front yard of each resident.

1. Where the front yard space is reduced due to the development of the lots in a cul-de-sac, pie shaped lots or lots with reduced widths, understory trees may be substituted for canopy trees in order to permit proper growth.

2. Permits required for the removal of a canopy tree:

An Application for Approval (Architectural Application) must first be completed and approved by the Neighborhood ARC and the KRCA ACC. A copy of the written approval authorizing the removal and/or replacement shall be submitted to the City Planning and Zoning Dept. to apply for a *Tree Removal Permit*. Payment for the *Tree Removal Permit* is required in accordance with City Code. Two copies of the *Tree Removal Permit* shall be returned to the KRCA ACC, one to be filed with the approved Architectural Application and a second for the Neighborhood ARC. The current fine for not getting a permit from the City of Clermont is \$100.

No trees shall be removed until such permitting has been completed.

Removal of Understory or Fruit Trees

A minimum of one (1) understory or fruit tree is required and shall be located in the rear or side yard of each resident. Removal of these trees depends on continued compliance with the above statement. In all cases, the removal of any tree requires the approval of the Neighborhood ARC and the KRCA ACC before the tree is removed. A canopy tree may be substituted for an understory or fruit tree in the rear yard.

Removal of Palms, Pines and Shrubbery

Dead shrubbery may be removed and replaced without ACC approval. All other shrubbery, palms and pine trees require Neighborhood ARC and the KRCA ACC approval by completion of an architectural application.

Replacement and Planting of New Trees and Shrubs (See Guideline 4.11 for planting requirements)

Due to the plantings on adjacent lots or tracts, the species, location and size of new or replacement trees shall require approval by the Neighborhood ARC and the KRCA ACC prior to planting. The ACC reserves the right to determine what trees may be planted in Kings Ridge. Also refer to and follow Guideline 4.11 Adding Trees, Shrubs and Ground Cover.

General Instructions

1. When removing a tree or shrub, the roots must be removed or the stump ground down below ground level. Due to the excavation required when removing roots, 'Call Before You Dig 811' should be contacted by either you or your contractor.
2. If the tree or shrub is not to be replaced, sod or mulch must be used to cover the area as appropriate.
3. Home owner shall control the work and conduct of all contractors on the site.
4. Homeowner shall immediately remedy any damage to the site and adjacent premises caused by any contractor or worker. Failure to take such action in a timely manner will be cause for the Association to correct said damage at homeowner's expense.
5. Neither the Kings Ridge Community Association, Inc. nor the local neighborhood association shall have or shall assume any responsibility for maintenance of the added trees and/or any modifications to the existing home site.

End of Guideline 4.10

Approved by the Board of Directors June 27, 2012
Effective August 1, 2012

PLANTING OF TREES, SHRUBS, and GROUND COVERS

4.11

Additional trees and shrubs are permitted on home sites. For "Florida Friendly Landscaping" you should check the restrictions in Guideline 4.12

Remember – Either you or your contractor should "Call 811 Before You Dig".

Proposed work shall commence within 45 days of approval by the ACC and shall be completed within 180 days of commencement. Time extensions may be granted by the NARC upon written request.

1. Canopy Trees Approved for Kings Ridge are:

Live Oak, *quercus virginiana* (Plant this tree in yards or areas that can accommodate the mature size of approximately 40-80' high and 60-100' wide.)

Winged Elm, *ulmus alata* (Height 45-70' and width 30-40').

- a. Canopy tree or trees in your front yard and side yard of a corner lot is (are) most likely planted in the street right of way. Although these trees belong to the resident, in many cases the Neighborhood will maintain these trees.
- b. Do not plant closer than 15 feet from the home, not closer than 15 feet from the side and rear yard property lines. Exception: In yards adjacent to golf course property, trees may be planted one foot from the property line common with the golf course.
- c. Do not plant less than 15 feet from each other or from any existing tree.
- d. Plant front yard or corner lot side yard trees in line with existing street trees on your lot or your adjacent neighbors' lot.

2. Understory Trees approved for Kings Ridge are:

Crape Myrtle, *lagerstroemia indica* (Height 15-25' and width 6-15')

Dogwood, Florida, *cornus florida* (Height 25' and width 25')

Fringetree, *chionanthus virginicus* (Height 12-20' and width 10-15')

Holly, East Palatka, *ilex x attenuata* (Height 15-25' and width 15-20')

Holly, Yaupon, *ilex vomitoria* (Height 15-25 and width 15-20')

Red Cedar, Eastern, *juniperus virginiana* (Height 40-50' and width 8-20')

Redbud, Eastern, *cerciscanadensis* (Height 20-30' and width 25-35')

3. Approval of Fruit trees, palms and other understory trees will be on a case-by-case basis.

- a. Do not plant closer than 5 feet from the home, no closer than 5 feet from the side and rear yard property lines. Exception: In yards adjacent to golf course property, trees may be planted one foot from the property line common with the golf course.
- b. Plant 8 to 10 feet from each other or from any existing tree, depending on tree specie and size.

4. Shrubs and Ground Covers

Shrubs and ground covers are permitted in existing or added mulched planting beds, and shall be consistent with the overall landscape concept and design.

5. General Instructions

- a. Prune the new or replacement tree or shrub to a height of 24 to 30 inches above ground to accommodate lawn maintenance.
 - b. Homeowner shall provide a two foot radius mulched bed around each tree and each group of shrubs, and shall maintain added trees and shrubs to include: fertilizing, watering, mulching beds and trimming. Do **not** mulch citrus.
 - c. If trees are to be planted in any easement on the property, homeowner shall be responsible for any damage to the tree due to utility work within the easement and shall be responsible for any damage to the buried utilities from the tree roots.
 - d. Home owner shall control the work and conduct of all contractors on the site.
 - e. Homeowner shall immediately remedy any damage to the site and adjacent premises caused by any contractor or worker. Failure to take such action in a timely manner will be cause for the Association to correct said damage at homeowner's expense.
6. Neither the Kings Ridge Community Association, Inc. nor the local neighborhood association shall have or shall assume any responsibility for maintenance or warranty for the added trees and shrubs and modifications to the existing home and site.

End of Guideline 4.11





LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: To allow for less than one canopy tree for a residential lot – as required in the Land Development Code, Section 118-71; at the following location:

LOCATION

Alt. Key 3735137
3623 Fairfield Dr.

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, May 12, 2015 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
May 5, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 12, 2015		
Agenda Item Name		
Variance Request Lagares-Gomez		
Requested Action		
Move to deny the variance requests.		
Staff Report		
The applicant is requesting two variances within the same section of the Land Development Code: (1) to allow for an interior side yard setback less than 9 feet and (2) a corner lot side street setback less than 35 feet – rather than the requirements in the Land Development Code, Section 122-105(2). The applicant is requesting these two variances to repair and improve an existing garage on the side street setback area (Second Street) and a shed on the interior side yard area. The applicant recently started on the repair of both the shed and garage. The existing slabs and foundations for both structures are being used with new material (block) replacing older material. The applicant recently removed the decaying material and started rebuilding without permits. This prompted involvement with the City's Code Enforcement that brought this issue to light. The applicant sought building permits for both the shed and garage, at which time, it was noted that they did not meet setback requirements for the structures. The applicant has ceased the building activity for both of these structures and has applied for a variance request. A 1991 survey does indicate the shed location and the carport location, which is now the garage. The current setbacks in the City's land development regulations have changed from the original date of construction, making the structures non-conforming. The rebuilt structures are encroaching within the required setbacks under the current R-1-A zoning district. Section 86-174 of the Land Development Code requires a positive finding on eight items in order to grant the variances, and staff believes that two of the eight do not meet these findings. Therefore, staff recommends denial of the two variance requests by the applicant to the Clermont Land Development Code.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Sec 86-174 Review Criteria Lagares Review Criteria.docx		

2.	Map of Location and photos	Exhibits.pdf
3.	1991 Survey	1991 Survey.pdf
4.	Application	Application.pdf
5.	Legal ad	VAR Legal AD Lagares.docx

Lagares Setback Variance

The requirements for a variance are as follows:

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

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

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: *I purchased this home with the understanding that the house was built in 1950 which clearly meant that I would have to do some repairs to it.*

Staff comments: *The house, garage, and shed are already closer to the setback line than code currently allows, special conditions are not demonstrated.*

Negative finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: *House constructed in 1950.*

Staff comments: *Staff believes that the applicant did not create a condition giving rise to the requested variance request. However, the applicant does have an interest in the property and the variance is being requested by applicant.*

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: *The original home survey completed in 1991 clearly states the current location of the garage and shed.*

Staff comments: *The property is zoned R-I-A, which normally has a 25 foot side yard setback from the street and a 7.5 foot side yard setback from interior lot line. The applicant is not requesting to increase the non-conforming structures.*

Positive finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: *Desire is to ensure the safety and wellbeing of my family, without these repairs I run the risk of the hazardous garage and/or shed collapsing and possibly injuring a family member or guest.*

Staff comments: *No evidence of decreased costs due to the variance request.*

Positive finding

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

Applicant response: *My intended repairs are structural and cosmetic repairs only being done on the existing foundation and slab.*

Staff comments: *Staff feels the variance request is reasonable and minimal to the structure.*

Positive finding

- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Applicant response:

Staff comments: *The City Council has granted similar variance requests in the past for a reduction in setbacks.*

Positive finding

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

Applicant response: *My intended repairs are structural and cosmetic repairs only being done on the existing foundation and slab. I am in no way moving the location of the garage and shed. I am simply repairing or replacing the unsafe and (decayed) materials that are currently unsafely holding the structures in place.*

Staff comments: *The repairs of the garage and shed should not diminish property values or alter the character of the surrounding area.*

Positive finding

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

Applicant response: *As a homeowner, my primary responsibility is to ensure I provide my family a certain level of safety and protection in our home and these repairs are necessary to ensure my family has piece of mind.*

Staff comments: *Staff feels that granting the variance will not be injurious to the surrounding properties or detrimental to the public welfare.*

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **two** of the eight that do not meet these findings. Therefore, staff recommends denial of the two variance requests by the applicant to the Clermont Land Development Code.

Exhibit - Location Map
181 W. Minnehaha Ave.

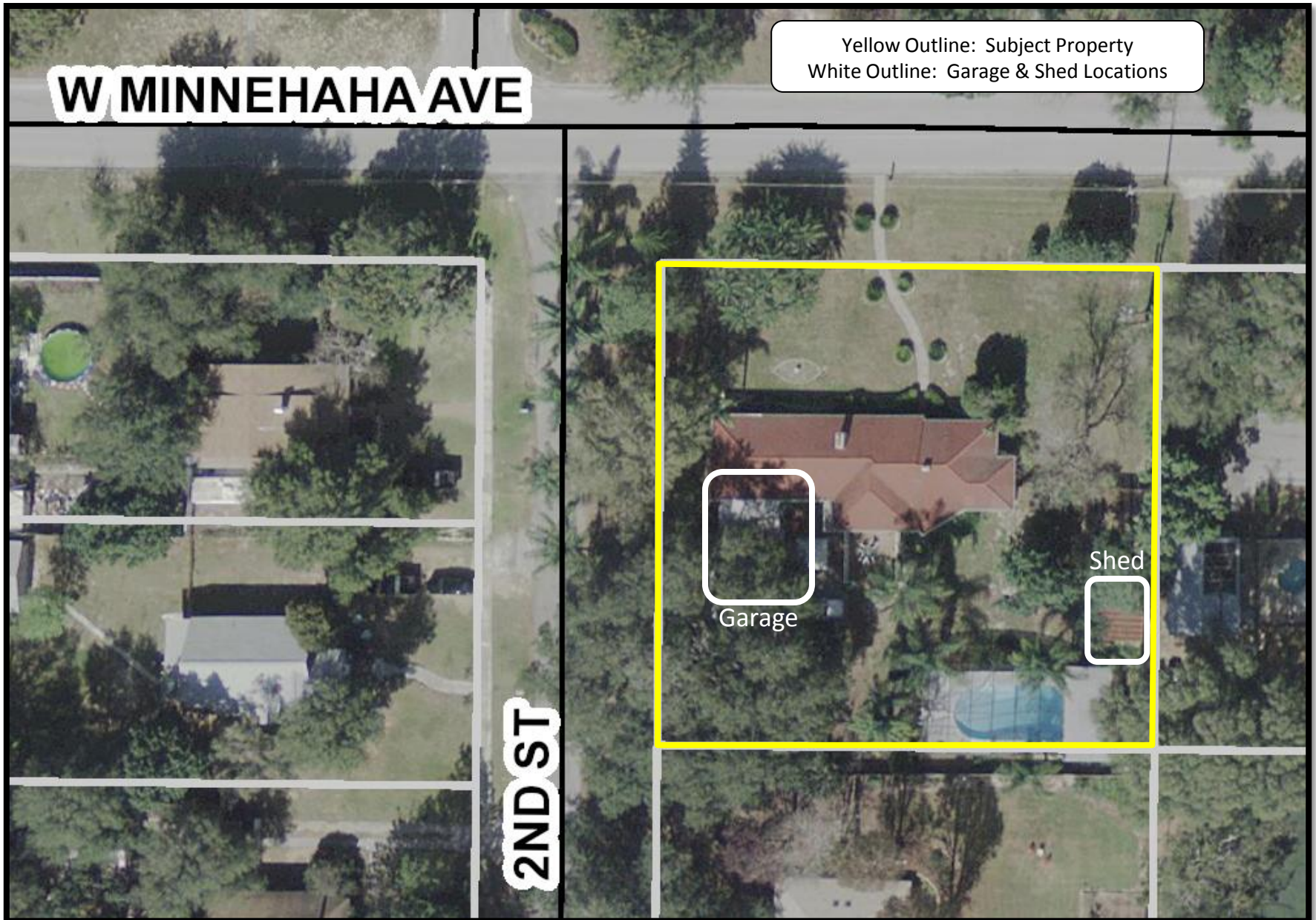


Exhibit – Site Photos
181 W. Minnehaha Ave.



Garage that is being reconstructed

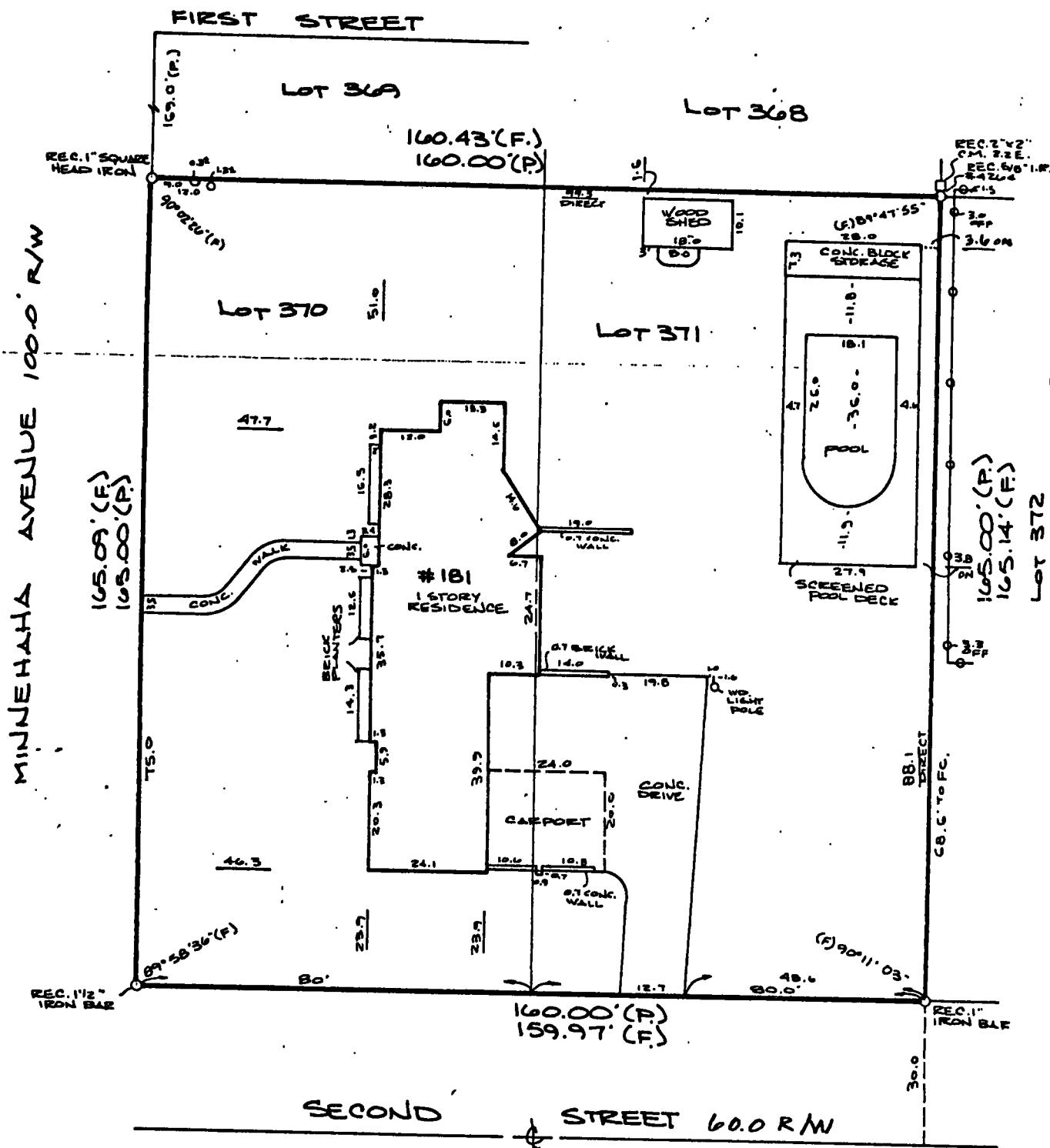


Shed that is being reconstructed

322735

PLAT OF LAND SURVEY FOR and/or CERTIFIED TO: James L. & Estelle V. Poskitt
Friedman & Friedman
Sears Mortgage Corp.

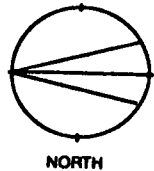
DESCRIPTION AS FOLLOWS: Lots 370 & 371, THE CITY OF CLERMONT, as recorded in Plat Book 8,
Pages 17 thru 23, Public Records of Lake County, Florida.



GRUSENMEYER-SCOTT & ASSOC., INC. — LAND SURVEYORS

LEGEND:

- P PLAT
- F FIELD
- RAD RADIAL
- N.R. NON RADIAL
- I.P. IRON PIPE
- I.R. IRON ROD
- C.M. CONCRETE MONUMENT
- SET I.R. 1/4" I.R. w/LB 3225
- REC. RECOVERED
- P.O.L. POINT ON LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- C. CENTER LINE
- N&D NAIL & DISC
- R.W. RIGHT-OF-WAY
- ESMT. EASEMENT
- DRAIN. DRAINAGE
- UTIL. UTILITY
- S.W. SIDEWALK
- C.L.F.C. CHAIN LINK FENCE
- W.D.F.C. WOOD FENCE
- C.B. CONCRETE BLOCK



ORLANDO OFFICE
5400 E. COLONIAL DR.
ORLANDO, FL 32807
(407) 277-3232
FAX: (407) 858-1438

OCALA OFFICE
12200 N.W. CNTY. RD. 225
REDDICK, FL 32688
(804) 591-3084
FAX: (804) 591-4478

CERTIFIED BY:

James W. Scott R.L.S. No. 4801

DATE SIGNED: 9/16/91

TOM C. GRUSENMEYER, R.L.S. No. 1542 PAUL L. DEATER, R.L.S. No. 4810
TOM X. GRUSENMEYER, R.L.S. No. 4714 RICHARD E. FISCHER, R.L.S. No. 4818
JAMES W. SCOTT, R.L.S. No. 4801

NOTES

1. THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. UNLESS EMBOSSED WITH SURVEYOR'S SEAL, THIS SURVEY IS NOT VALID AND IS PRESENTED FOR INFORMATIONAL PURPOSES ONLY.
3. THIS SURVEY WAS PREPARED FROM TITLE INFORMATION FURNISHED TO THE SURVEYOR. THERE MAY BE OTHER RESTRICTIONS OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY.
4. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN.
5. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON BY ANY OTHER ENTITY.
6. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.
7. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BASE BEARING (B.B.)

THIS BUILDING DOES NOT
LIE WITHIN THE ESTABLISHED
100 YEAR FLOOD PLAIN AS
PER "FIRM" ZONE "C"

PANEL # 120133 0001B

FIRM 8-15-84

SCALE 1" = 30'	
FIELD DATE	ORDER No.
BOUNDARY 09-13-91	C-4978
DRAWN BY: DV	CHECKED BY:



CITY OF CLERMONT
VARIANCE
Application

Rec'd
3-26-15

DATE: March 25, 2015

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: Ivan Lagares-Gomez

CONTACT PERSON: Jesus Berrios

Address: 11526 Wishing Well Lane

City: Clermont State: Florida Zip: 34711

Phone: 407-963-4340 Fax: _____

E-Mail: oilagares@aol.com

OWNER: Ivan Lagares-Gomez

Address: 181 W. Minnehaha Ave.

City: Clermont State: FL Zip: 34711

Phone: 703-861-0624 Fax: _____

Address of Subject Property: 181 W. Minnehaha Ave. Clermont FL 34711

General Location: _____

Legal Description (include copy of survey): _____

Land Use (City verification required): Low Density Residential

Zoning (City verification required): R-1-A

02/02/2015



CITY OF CLERMONT
VARIANCE
Application
Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief: Requesting authorization to continue repairs/replacement of the original decade and unsafe garage and shed structures to a more permanent and steady structures.

What are you proposing to do that would require a variance and why? According to code the existing garage and shed are not within code due to distance allowances. Propose to leave the existing structures where they are currently located given the fact that that there's a foundation and slab in place. (Continue on seperate page)

How does the Code create a hardship? The current code implies that the structures are are not at the correct allowable distance from the property lines. The garage is an attached garage to the house which would require me to move the house entirely to comply with current code an option that is not possible (Continue on seperate page)

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

Variance requested – subject and code section: _____

Sec. 86-174. Review criteria and findings.

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

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

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



CITY OF CLERMONT
VARIANCE
Application
Page 3

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

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

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

(6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

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

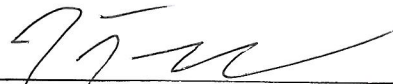


CITY OF CLERMONT
VARIANCE
Application
Page 4

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

Ivan Lagares-Gomez

Applicant Name (print)

x 
Applicant Name (signature)

Ivan Lagares-Gomez

Owner Name (print)

x 
Owner Name (signature)

***** NOTICE *****

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

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

02/02/2015



- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;
- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;
- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of, the area surrounding the site; and
- (8) (9) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

(Ord. No. 281-C, § 1(ch. 8, § 2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-99)

To Whom It May Concern;

This letter is to explain the reasons I did not request a permit for the current structure repairs I am attempting to complete in my recently purchased home.

I purchased this home with the understanding that the house was built in 1950 which clearly meant that I would have to do some repairs to it. The first structures that visibly showed that immediate repairs were needed was the garage and shed due to the deteriorating conditions they were in.

When I took upon the task to repair them I was unaware that I needed to request permits to repair existing structures already located on the property. The original home survey completed in 1991 clearly states the current location of the garage and shed. My intended repairs are structural and cosmetic repairs only being done on the existing foundation and slab. I am in no way moving the location of the garage and shed. I am simply repairing or replacing the unsafe and decade materials that are currently unsafely holding the structures in place.

These repairs are necessary to ensure the safety and wellbeing of my family, without these repairs I run the risk of the hazardous garage and/or shed collapsing and possibly injuring a family member or a guest. A catastrophic event like that would become a huge financial liability on my family with the possibility of placing a financial hardship on my household; something I cannot afford on a 100% disabled veteran allowance.

As a homeowner my primary responsibility is to ensure I provide my family a certain level of safety and protection in our home and these repairs are necessary to ensure my family has peace of mind.

I hope my reasons for these repairs are taken into consideration when making any penalty decisions.

I want to thank you for taking the time to consider the reasons behind my decisions and understanding the reasons behind them.

Very Respectfully



Ivan Lagares-Gomez

File Number: ████████7808
LAGARESGOMEZ, IVAN

More information on CRSC and CRDP can be found at the following web site: <http://www.dfas.mil/dfas/retiredmilitary/disability/payment.html>, or by calling your RPC as shown below:

- Defense Finance and Accounting Service (DFAS): 1-800-321-1080
- United States Coast Guard: 1-800-772-8724
- Public Health Service: 1-800-638-8744

What We Decided

We made the following decision(s) regarding your claimed issue(s):

No examination will be scheduled in the future for your permanent and total disability/disabilities.

Issue/Contention	Effective Date
Dependents' Educational Assistance (Chapter 35)	Apr 30, 2014
Explanation	
• Eligibility to Dependents' Educational Assistance is derived from a veteran who was discharged under other than dishonorable conditions; and, has a permanent and total service-connected disability; or a permanent and total disability was in existence at the time of death; or the veteran died as a result of a service-connected disability. Also, eligibility exists for a serviceperson who died in service. Finally, eligibility can be derived from a service member who, as a member of the armed forces on active duty, has been listed for more than 90 days as: missing in action; captured in line of duty by a hostile force; or forcibly detained or interned in line of duty by a foreign government or power. • Basic eligibility to Dependents' Education Assistance is granted as the evidence shows the veteran currently has a total service-connected disability, permanent in nature.	

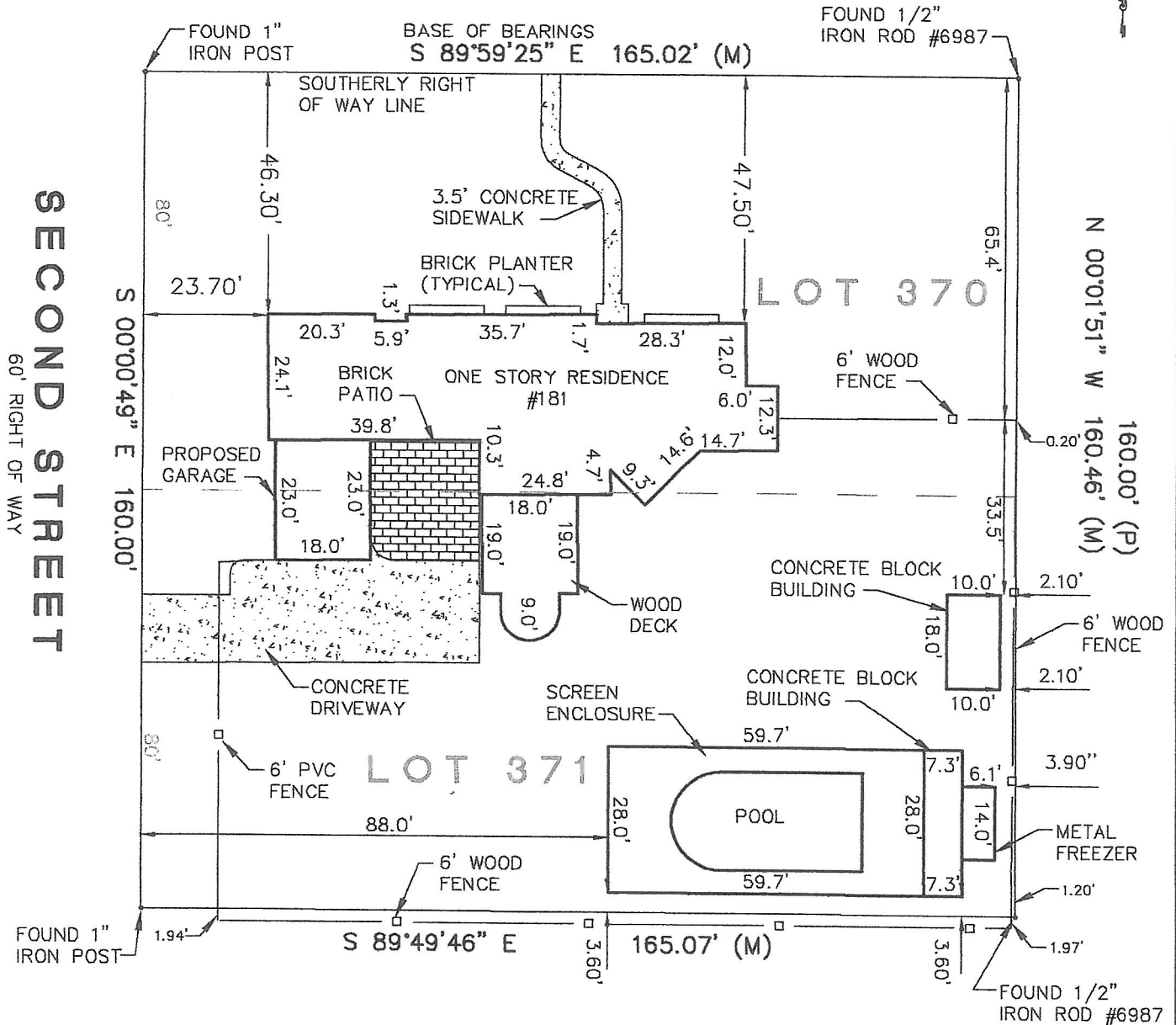
Issue/Contention	Old Percentage (%) Assigned	New Percentage (%) Assigned	Effective Date
right shoulder osteoarthritis	10%	10%	Feb 1, 2011
right shoulder osteoarthritis	10%	20%	Apr 11, 2014
Explanation			
• We have assigned a 20 percent evaluation for your right shoulder osteoarthritis based on: • limited motion of the arm at shoulder level Additional symptom(s) include: • X-ray			

LEGAL DESCRIPTION: ORANGE PARK, LOTS 370 & 371

ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3 PAGE(S) 20
OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. SAID LANDS LYING IN LAKE
COUNTY FLORIDA.

MINNEHAHA AVENUE

100' RIGHT OF WAY



NOTES:

LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD OR OWNERSHIP.

THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS ARE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF MINNEHAHA AVENUE AS BEING S 89°59'25" E

DISTANCES ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED

RUSSELL A. BRACH

1821 SIR LANCELOT CIRCLE
ST. CLOUD, FLORIDA 34772
(407) 467-0719

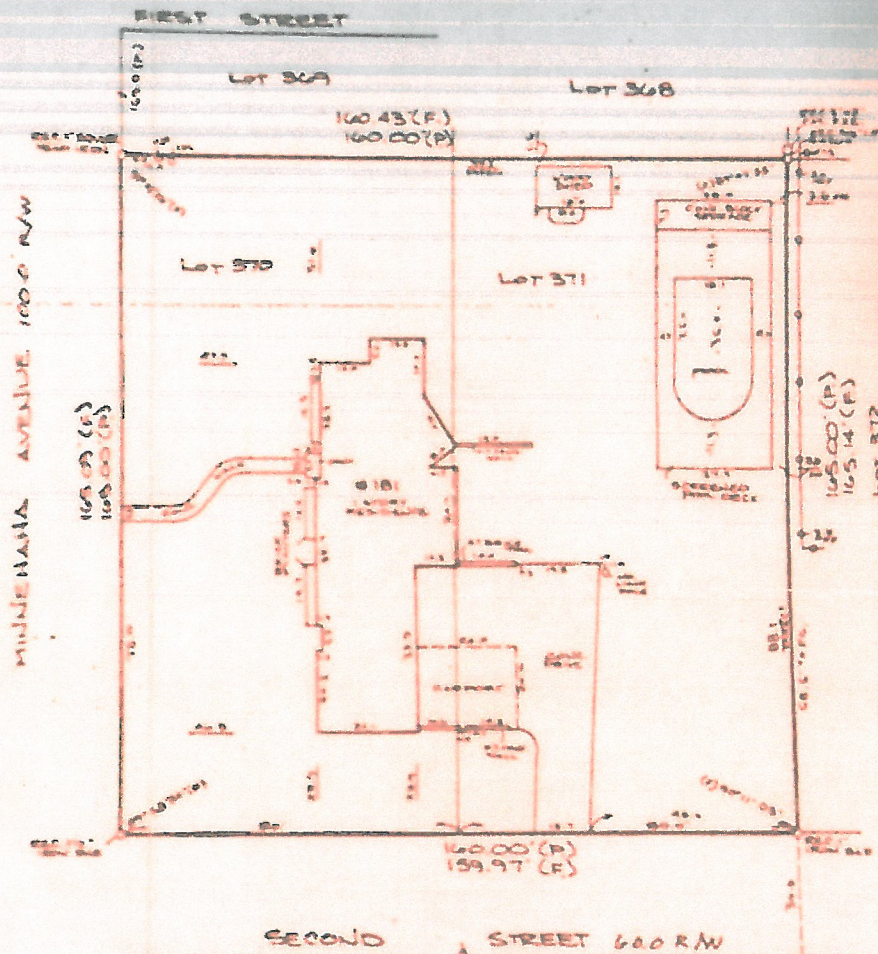
I HEREBY CERTIFY THIS SKETCH MEETS
THE MINIMUM TECHNICAL STANDARDS OF
FLORIDA ADMINISTRATIVE CODE RULE 5J-17.

RAB
RUSSELL A. BRACH
FLORIDA REGISTRATION # 5299

BOUNDARY SURVEY

SCALE: 1" = 30'	FIELD DATE: 03/19/15
JOB #181MINNEHAHA	DRAWN DATE: 03/20/15

PLAT OF LAND SURVEY FOR AND CERTIFIED TO: James L. & Estelle V. Poskitt
Friedman & Friedman
Sears Mortgage Corp.
DESCRIPTION AS FOLLOWS: Lots 370 & 371, THE CITY OF CLERMONT, as recorded in Plat Book 8,
Pages 17 thru 23, Public Records of Lake County, Florida.



GRUSENMEYER-SCOTT & ASSOC., INC. — LAND SURVEYORS

NOTES:
1. THIS SURVEY REPRESENTED HEREON IS TRUE AND CORRECT AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYING PUNJANT TO SECTION 4608, FLORIDA STATUTES.
2. UNLESS OTHERWISE NOTED, THIS SURVEY IS NOT VALID AND IS PRESENTED FOR INFORMATIONAL PURPOSES ONLY.
3. THIS SURVEY WAS PREPARED FROM THE INFORMATION FURNISHED TO THE SURVEYOR. THERE MAY BE OTHER PRE-EXISTING OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY.
4. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN.
5. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON BY ANY OTHER ENTITY.
6. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RE-LOCATE EXISTING OR PROPOSED LINES.
7. BEARINGS AND DISTANCES ARE ASSUMED CORRECT AND ON THE LINE SHOWN AS ONE BEARING (S.E.).



GRUSENMEYER-SCOTT & ASSOC., INC.
1000 N.W. 10th St., Suite 100
Clermont, FL 34711
Tel: 352-255-1111
Fax: 352-255-1112

Surveyed by: *James L. Poskitt*
Date: 9/16/91
This Survey was made on the 16th day of September, 1991, at the City of Clermont, Florida, and is subject to the provisions of the Florida Statutes, Chapter 460, and the rules and regulations of the Florida Board of Land Surveying.

SCALE	DATE
1" = 100'	9/16/91
FIELD DATE	9/16/91
REVISIONS	
NO. 1	9/16/91
NO. 2	
NO. 3	
NO. 4	
NO. 5	
NO. 6	
NO. 7	
NO. 8	
NO. 9	
NO. 10	

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following two variances: (1) To allow for an interior side yard setback less than 9 feet and (2) a corner lot side street setback less than 35 feet – rather than the requirements in the Land Development Code, Section 122-105(2); at the following location:

LOCATION

Alt. Key 1625220
181 West Minnehaha Ave.

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, May 12, 2015 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
May 5, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-35; <i>Introduction</i> Senninger Irrigation		
Requested Action		
Move to introduce Ordinance 2015-35.		
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 November 24, 2003. The property is improved and is currently receiving water services from the City. The property is approximately 19 acres. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Office to the City's Industrial designation. The rezoning request is to change the zoning from Urban Estate (currently Planned Industrial District in Lake County) to the City's M-1 Industrial 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	ANN ORD 2015-35.doc	
2. Maps	Senninger Maps.pdf	
3. Utility Agreement	Senninger Utility Agreement.pdf	
4. Legal ad	Senninger ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-35

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 November 24, 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

Parcel B:

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

Commence at the southwest corner of lot 57, of said Lake Highlands Company, and run north 00°10'49" east, along the west line of lots 57, 56 and 41, of said Lake Highlands Company, a distance of 1,682.40 feet to the point of beginning of this description; from said point of

CITY OF CLERMONT
ORDINANCE No. 2015-35

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

Containing 19 acres, more or less

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

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.

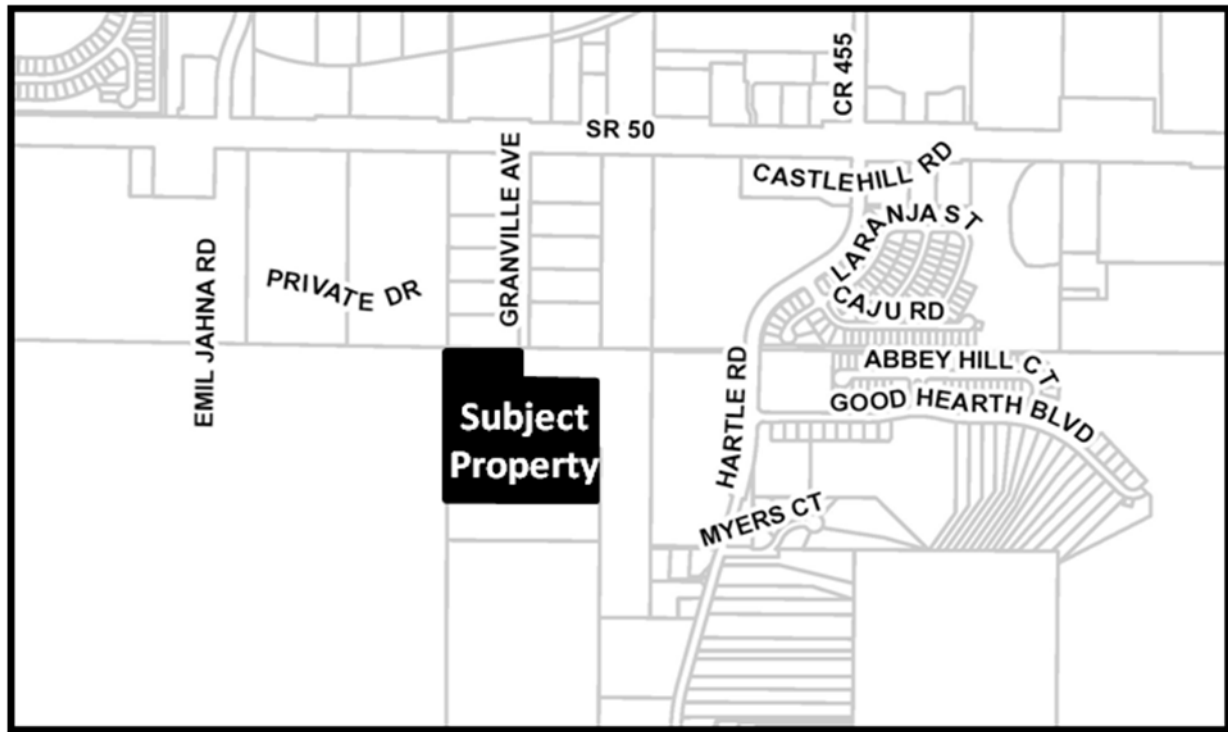
This Ordinance shall be recorded in the public records of Lake County, Florida.

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. 2015-35

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-35

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of May, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Senninger Irrigation

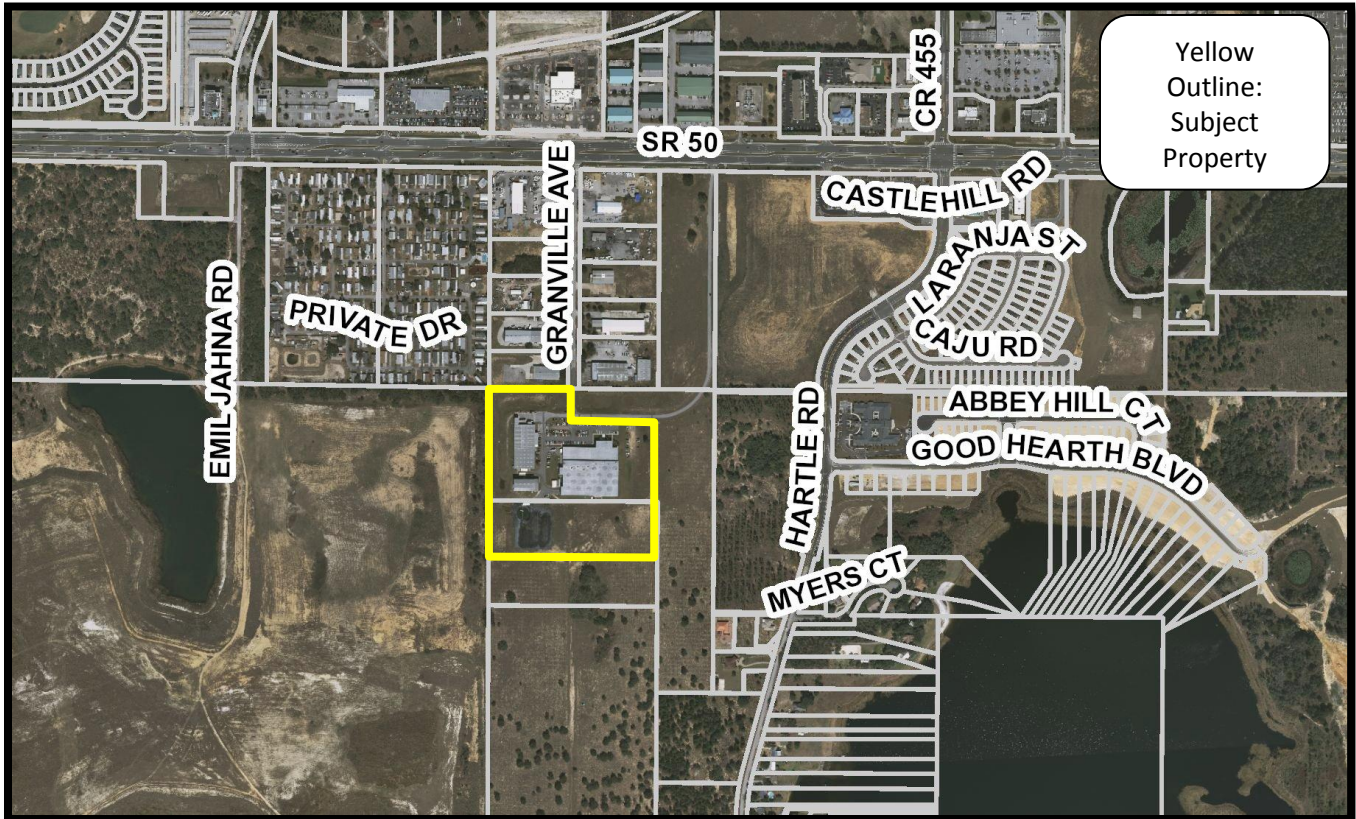
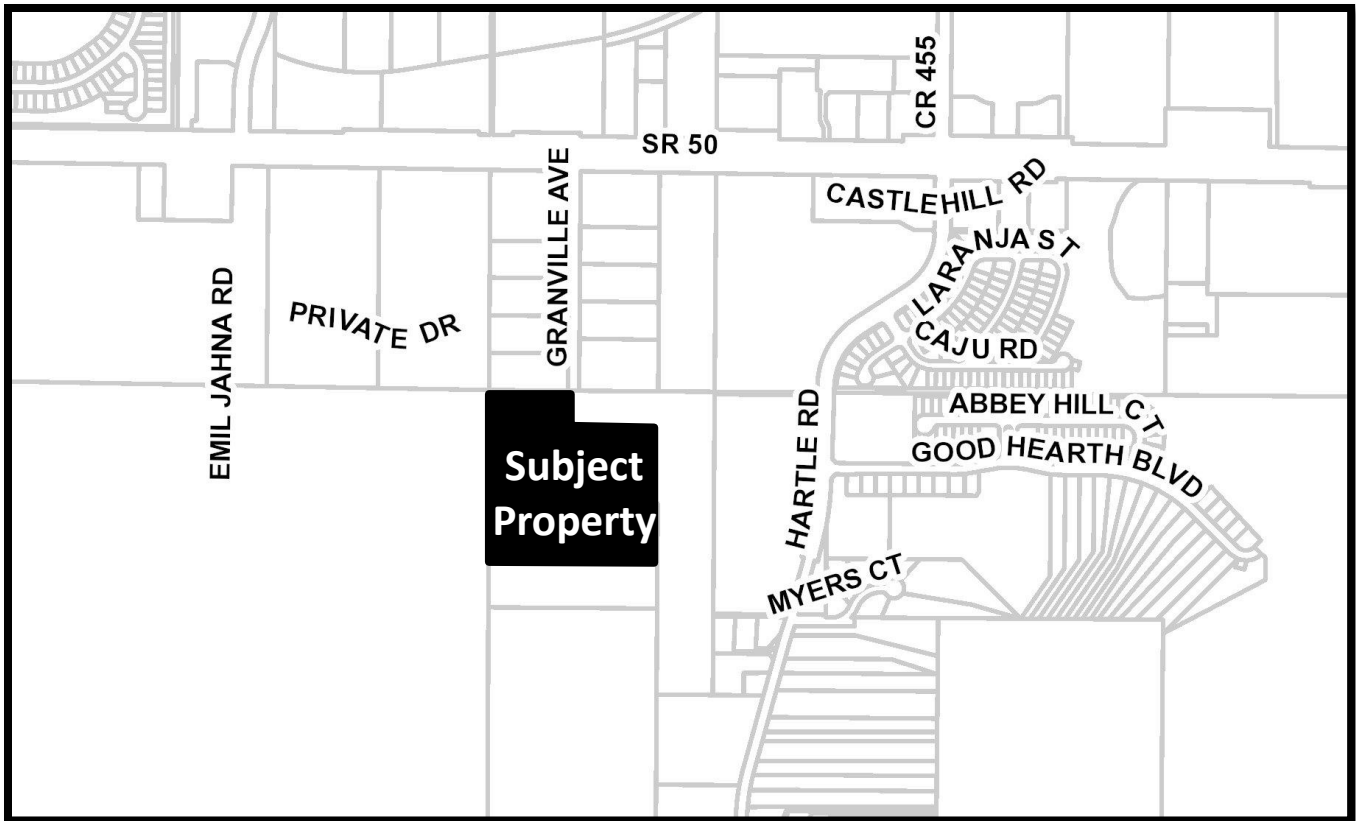


Exhibit – Future Land Use
Senninger Irrigation

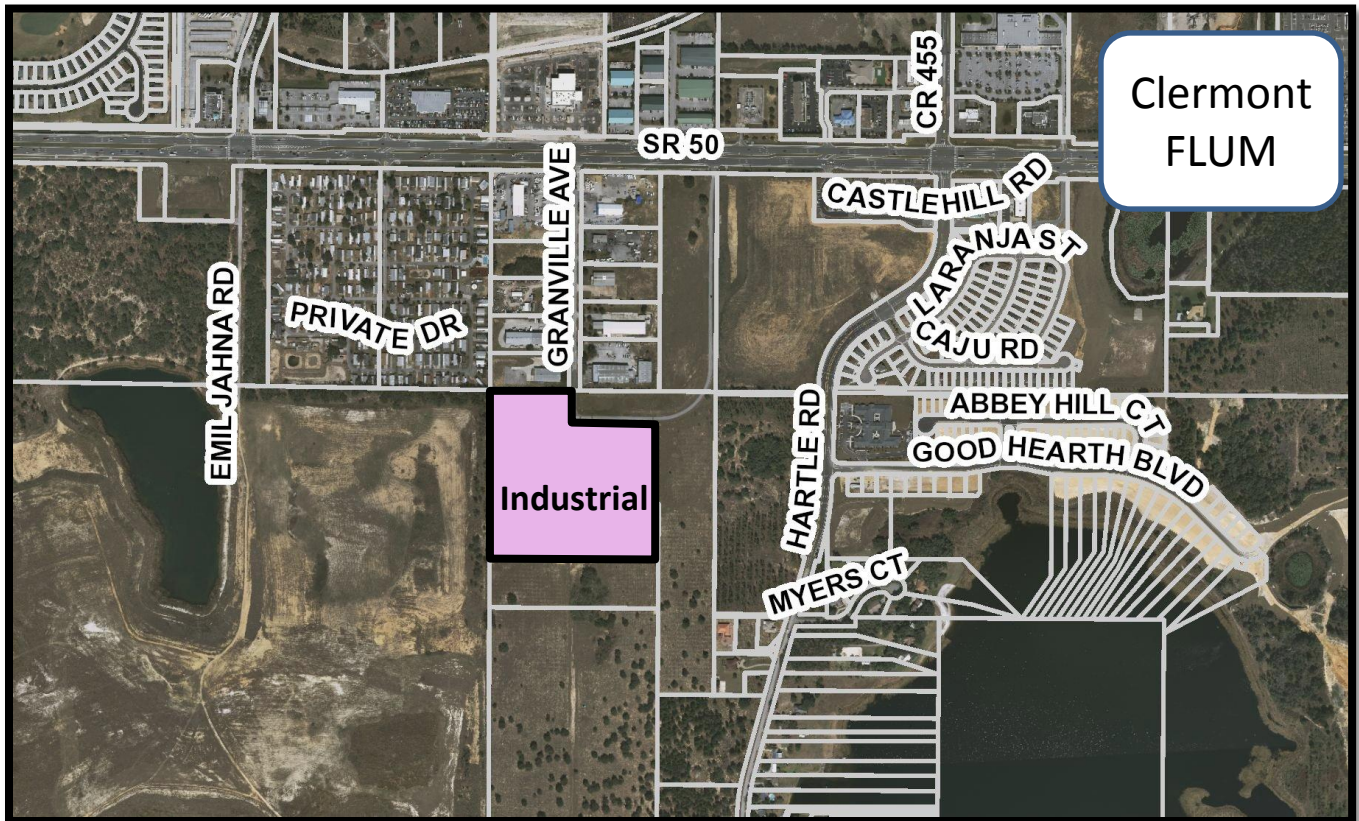
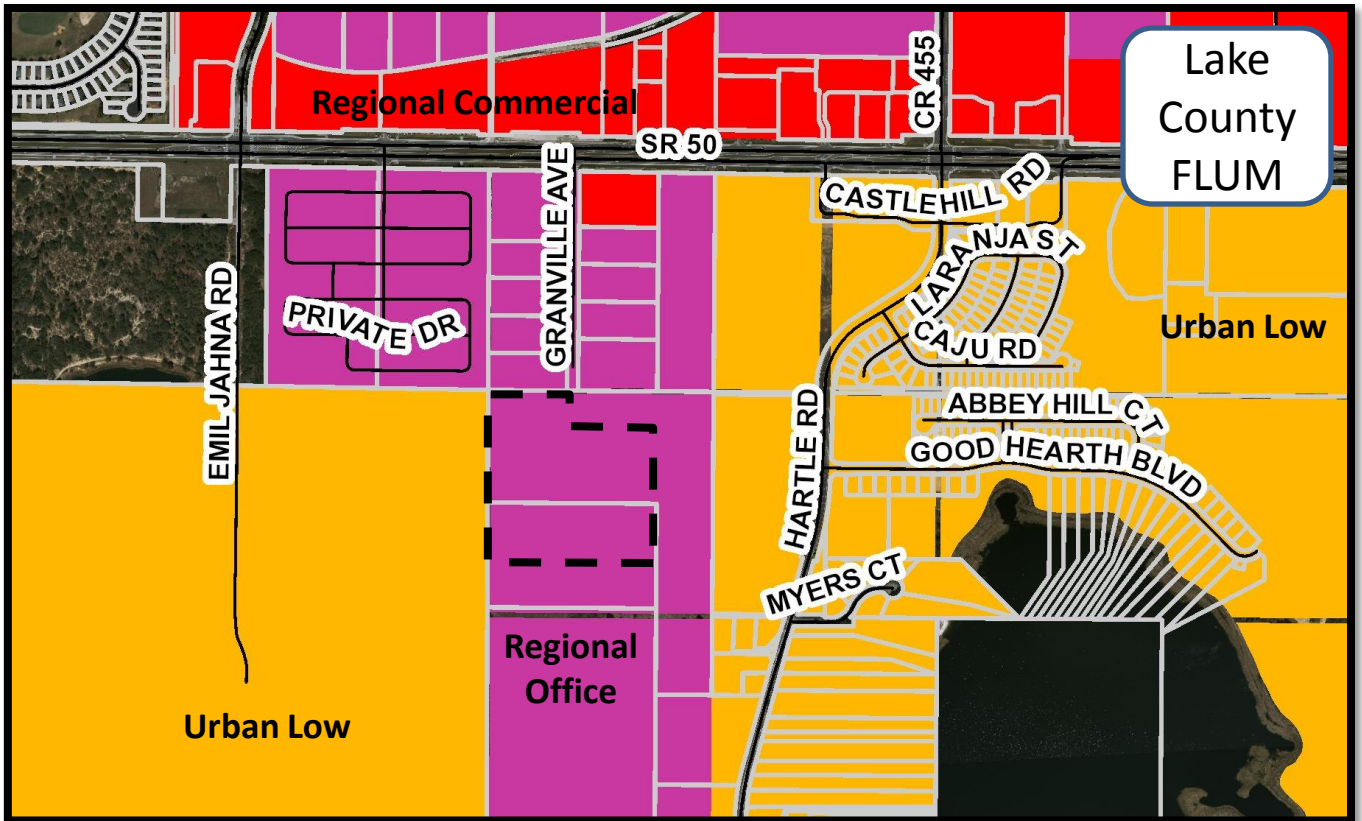
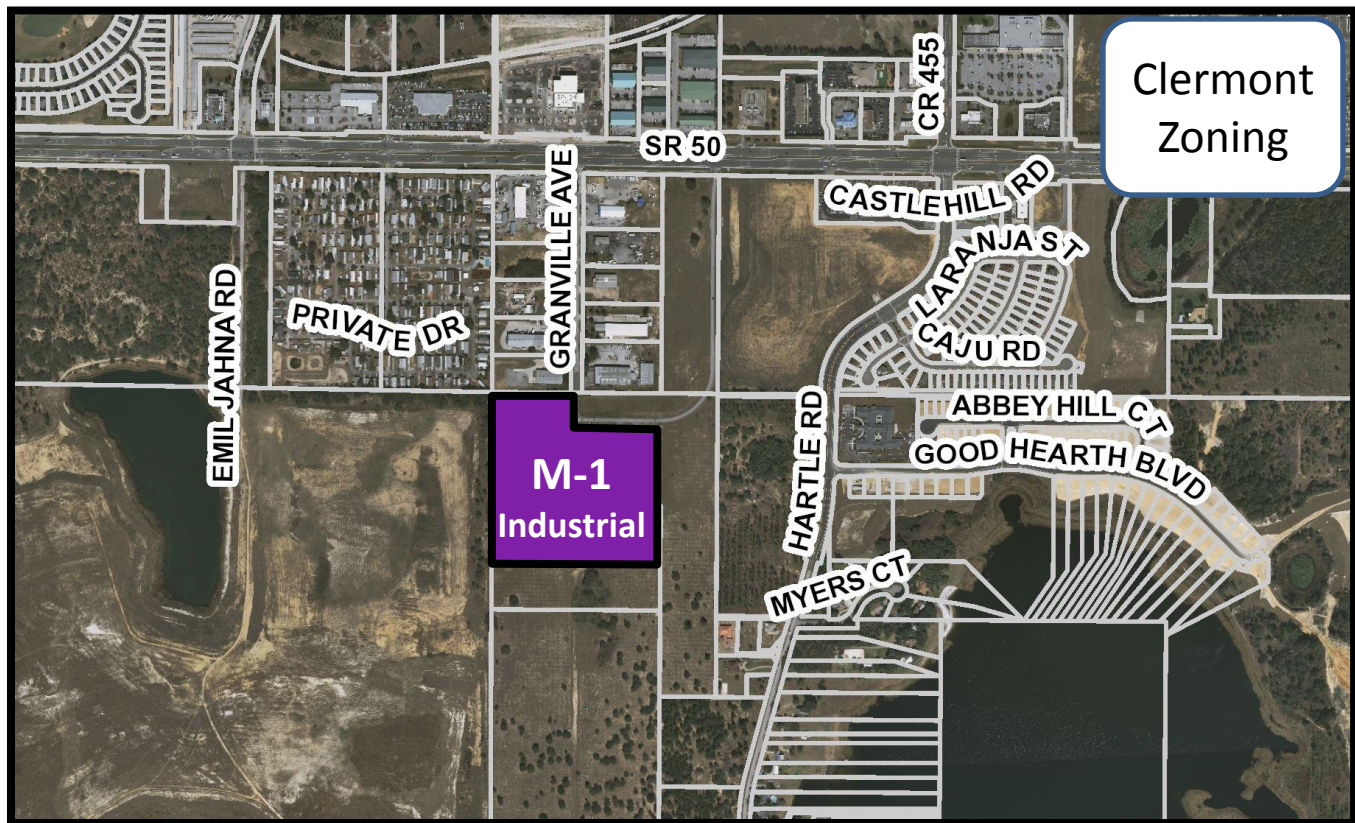
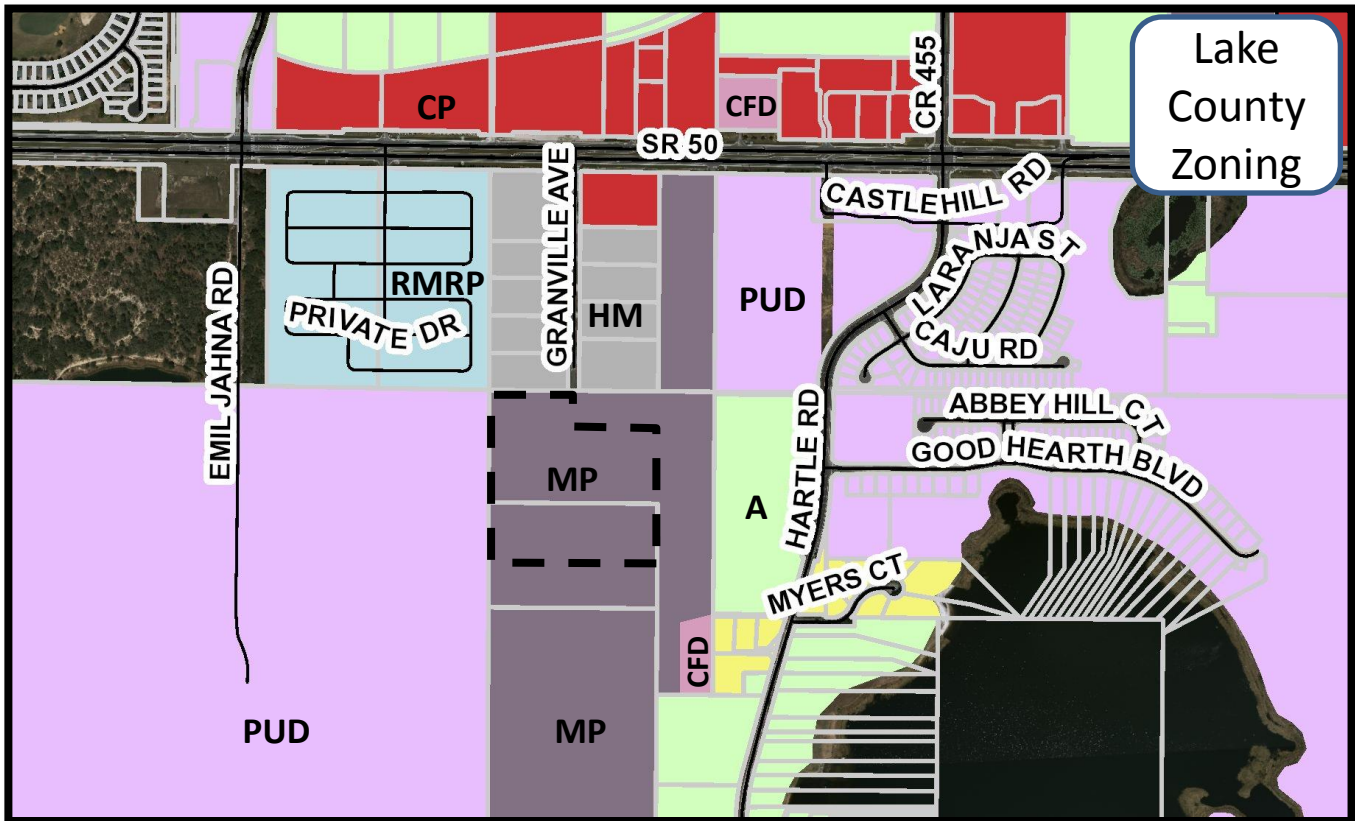


Exhibit – Zoning
Senninger Irrigation



WATER & WASTEWATER SERVICE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points and along routes approved by CITY, per plans and specs prepared by Walling Engineering dated OCT 03 22 31, 2003.

- 1.3 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements and other specifications required by the CITY.
- 1.4 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans. Senninger shall be entitled to be reimbursed by the CITY (the "Over sized cost") that represents the difference in the cost to engineer, design, permit and construct the water lines and/or appurtenances needed by Senninger for its Property, and/or appurtenances required by the CITY. The Oversize cost of the water lines and or appurtenances shall be repaid to Senninger as a credit against water impact fees, pursuant to paragraph 1.12
- 1.5 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project as reflected on the approved engineering plans. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.6 The OWNER shall be responsible for all costs of on site and off site improvements as reflected on the approved engineering plans, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.7 The OWNER shall provide to the CITY a minimum of two contractor bids that shall include the total cost for the minimum required size lines and appurtenances and a total cost for the approved oversize design. The OWNER shall provide the CITY with proposed engineering and permitting cost differences for CITY review and approval.
- 1.8 The OWNER and CITY shall agree on the cost difference prior to commencement of construction.
- 1.9 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site per approved plans and specifications, with reimbursement for the difference in costs as determined in Section 1.11 from the CITY in the form of Impact Fee Credits.
- 1.10 The Impact Fee Credits shall be established subject to Sections 1.4 and 1.9, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.11 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

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

Section 2. DEVELOPMENT STANDARDS

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

Section 3. ANNEXATION

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

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

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its Mayor and OWNER through Adam Skolnik as President of Senninger Irrigation, Inc..

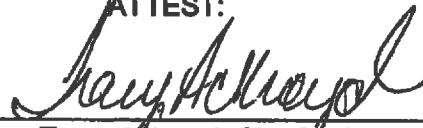
DATED this 14 day of October, 2003.

CITY OF CLERMONT



Harold S. Turville, Jr., Mayor

ATTEST:



Tracy Ackroyd, City Clerk

OWNER

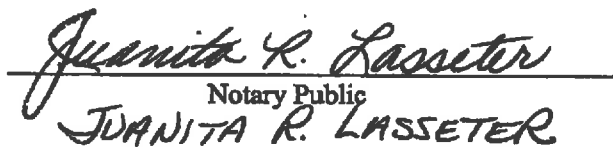


Adam Skolnik, President

STATE OF FLORIDA
COUNTY OF LAKE

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

Witness my hand and official seal this 24th day of November, 2003.


Notary Public
JUANITA R. LASSETER

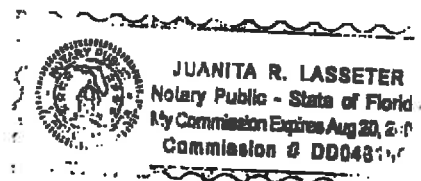


EXHIBIT A

PARCEL B:

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

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

ACCESS/UTILITY EASEMENT

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

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

10 FOOT WIDE UTILITY EASEMENT

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

15 FOOT WIDE UTILITY EASEMENT

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

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

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

DRAINAGE EASEMENT "A"

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

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

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

LEGAL NOTICE

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 26, 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. 2015-35

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:

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

LEGAL DESCRIPTION

Parcel B:

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

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

Containing 19 acres, more or less

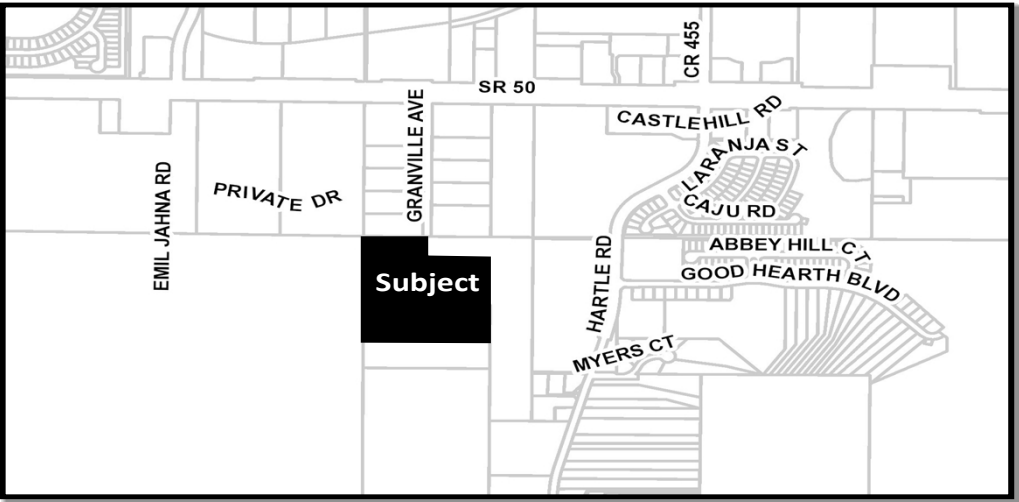
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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
May 5, 2015 and May 12, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-36; <i>Transmittal</i> Senninger Irrigation		
Requested Action		
Move to introduce Ordinance 2015-36 and to transmit proposed comprehensive plan amendment.		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on November 24, 2003. The property is improved and is currently receiving water services from the City. The property is approximately 19 acres. The proposed map amendment will change the future land use from Lake County's Regional Office to the City's Industrial designation. This land use designation is the most compatible for the uses currently entitled on the property through the Industrial zoning designation. The City's Office or Commercial land use designations would create a conflict with the existing Industrial zoning designation since they prohibit industrial uses. The related rezoning request will change the zoning from Urban Estate (currently Planned Industrial District in Lake County) to the City's M-1 Industrial zoning classification. Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in July. Staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Regional Office to Industrial in the City. <i>At the Special Meeting of the Planning & Zoning Commission April 27, 2015, Commissioner Jack Martin moved to recommend approval of the large-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)

- | | | |
|----|-------------------|---------------------------------|
| 1. | Ordinance | CPA ORD 2015-36.doc |
| 2. | Map | Senninger Maps.pdf |
| 3. | Utility Agreement | Senninger Utility Agreement.pdf |
| 4. | Legal Ad | CPA Ad.docx |

CITY OF CLERMONT
ORDINANCE No. 2015-36

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

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

Parcel B:

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

CITY OF CLERMONT
ORDINANCE No. 2015-36

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

Containing 19 acres, more or less

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

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

Section 2.

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

Section 3.

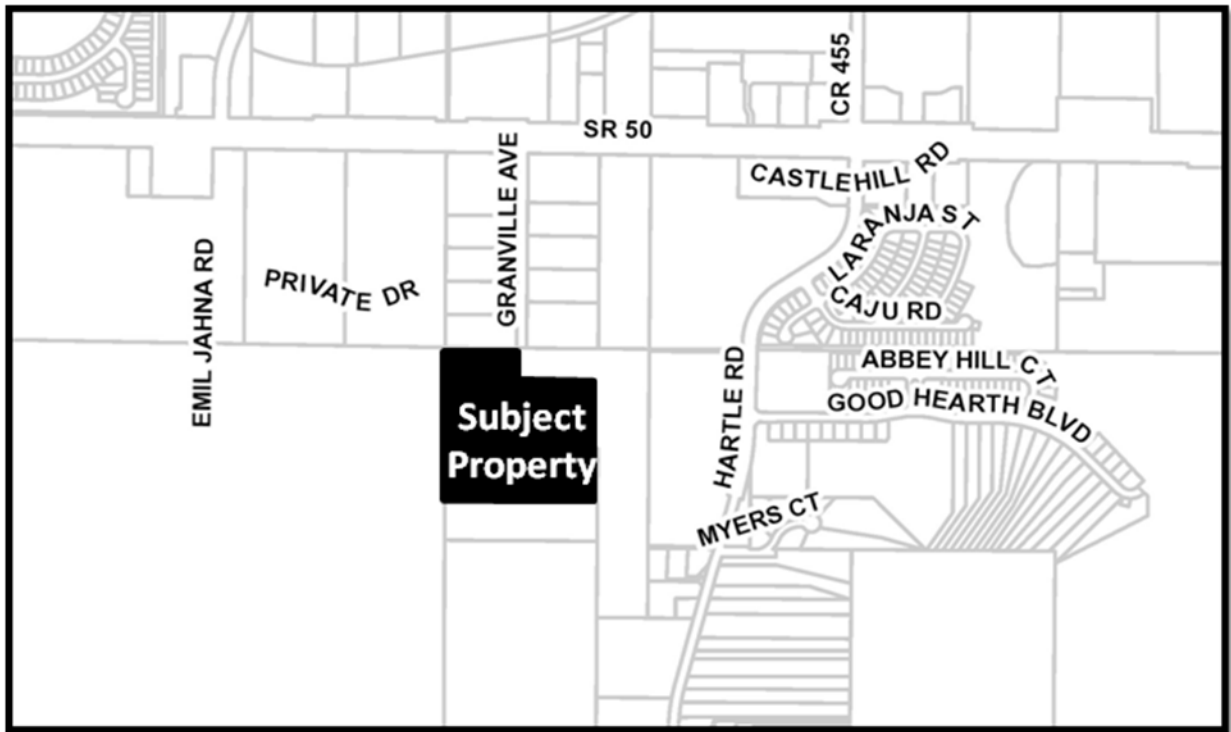
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2015-36

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-36

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

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Senninger Irrigation

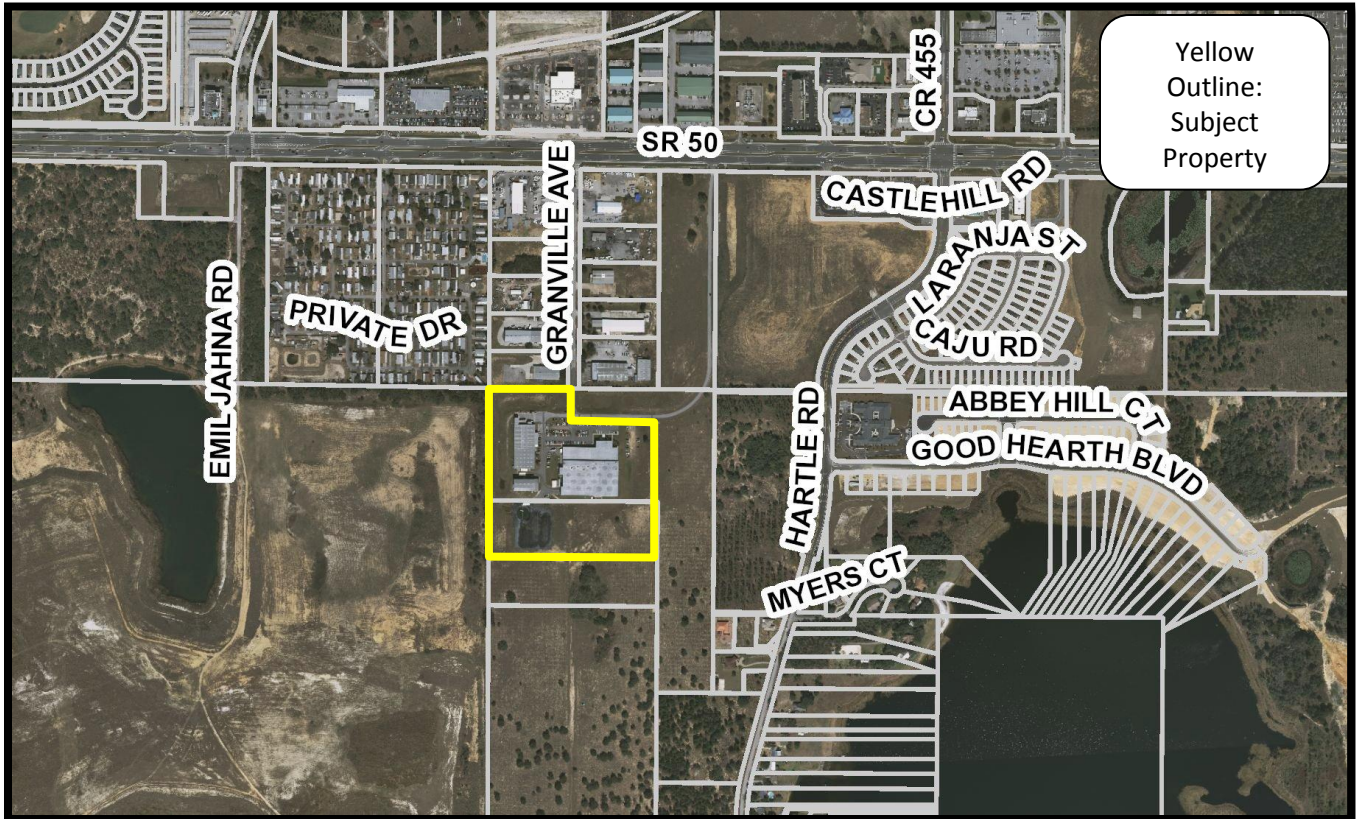
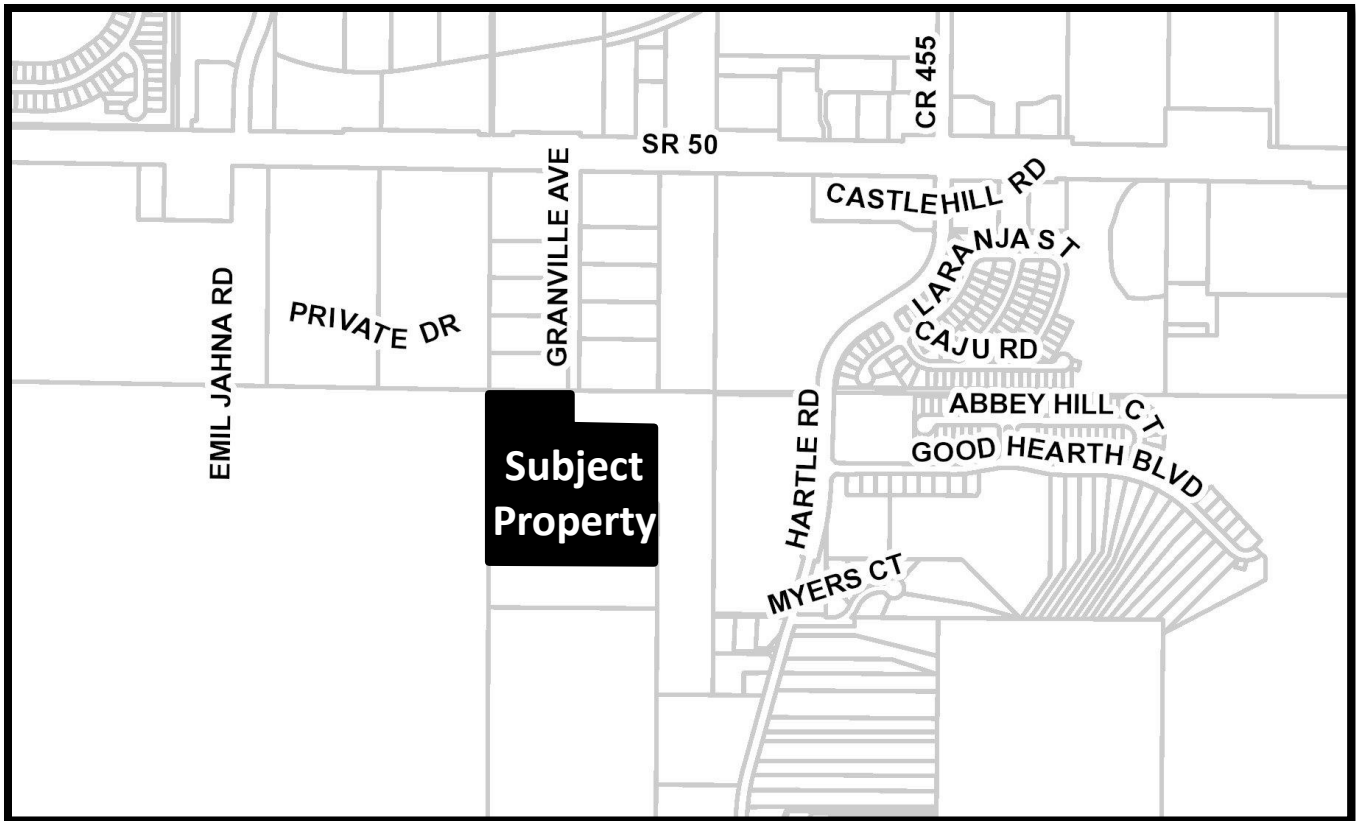


Exhibit – Future Land Use
Senninger Irrigation

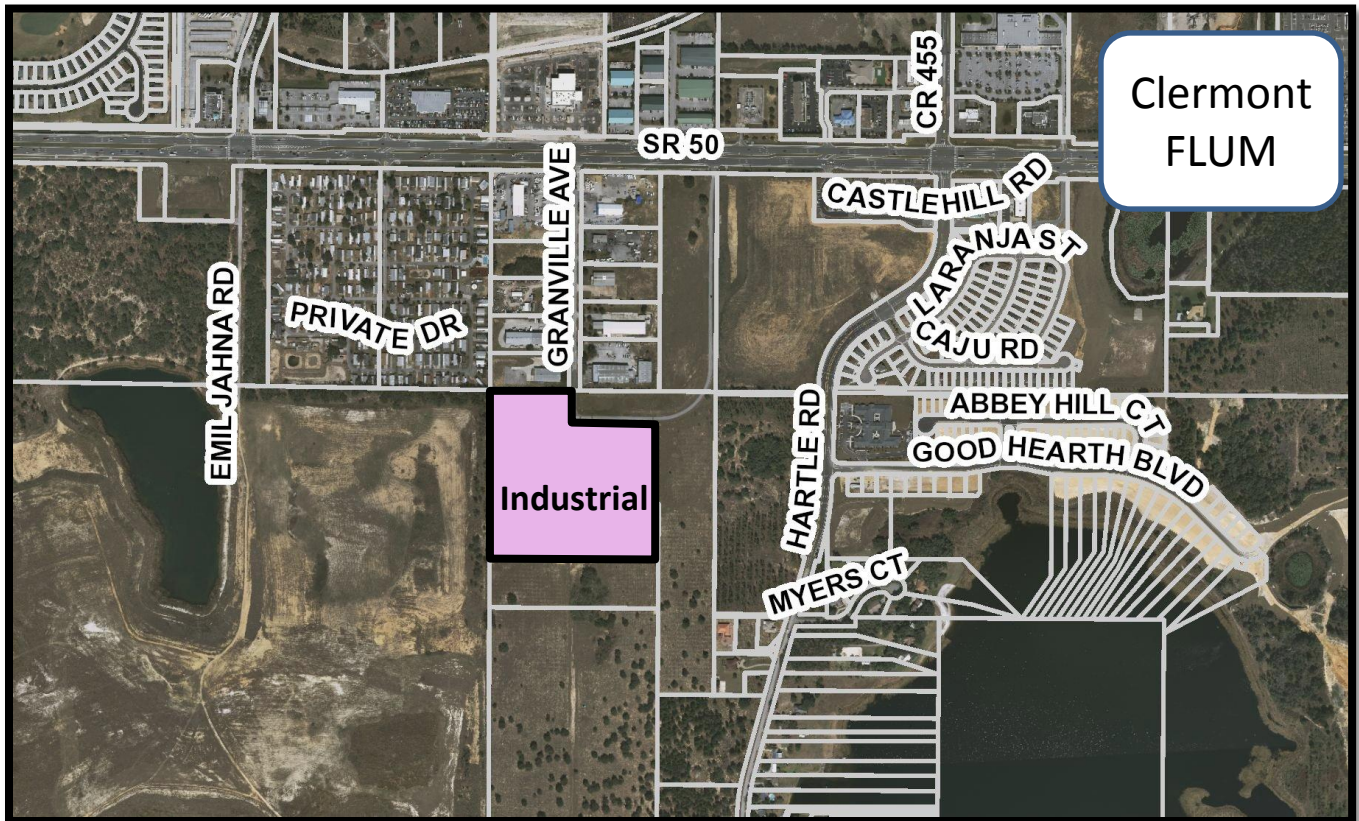
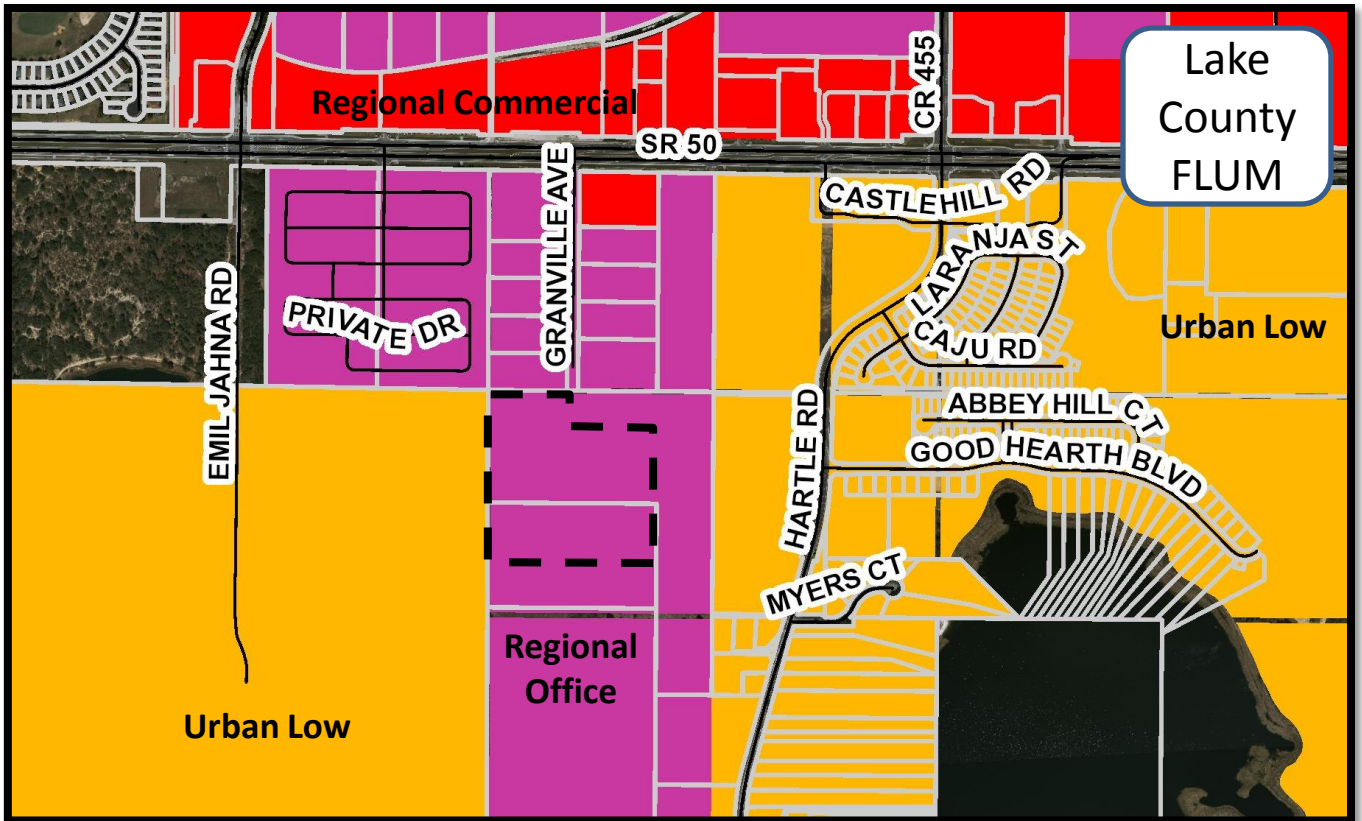
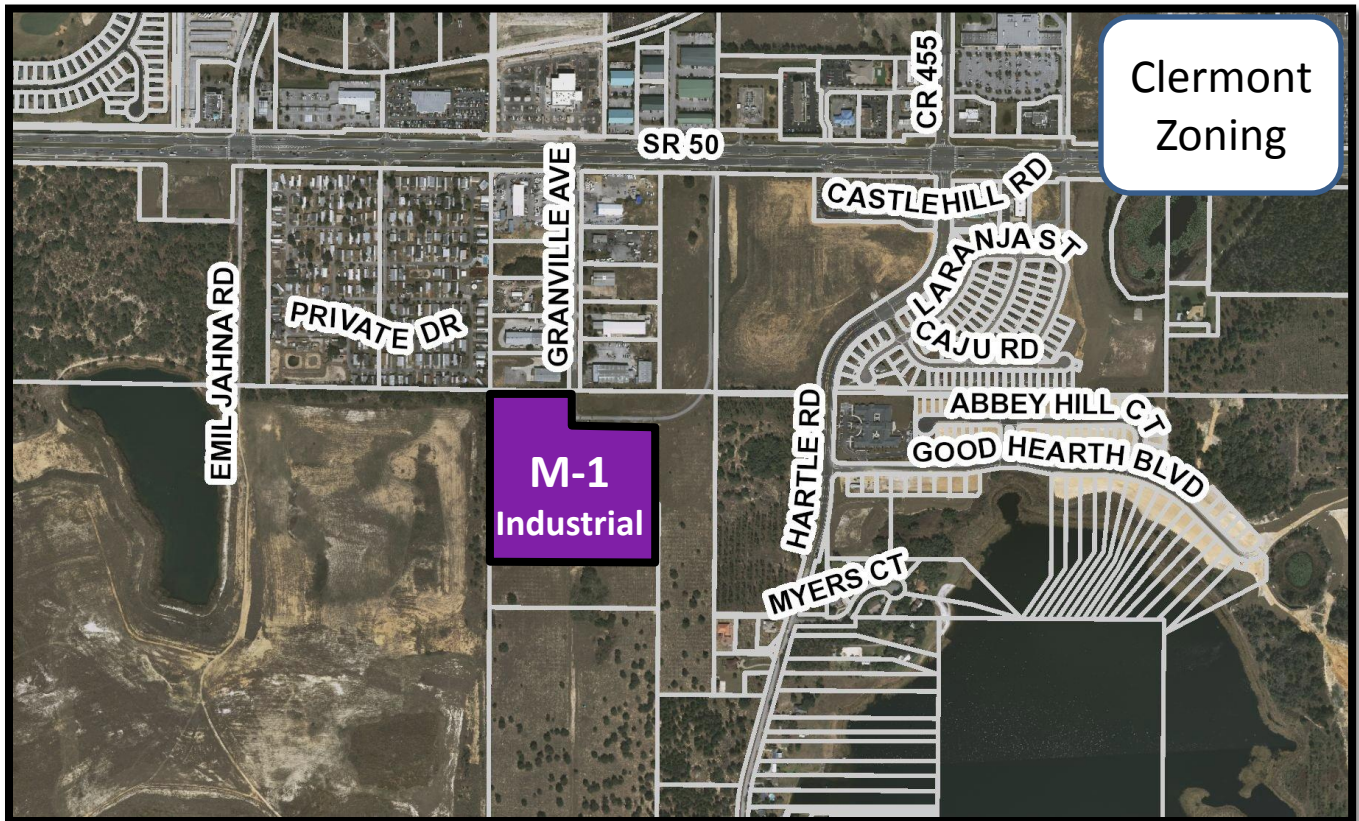
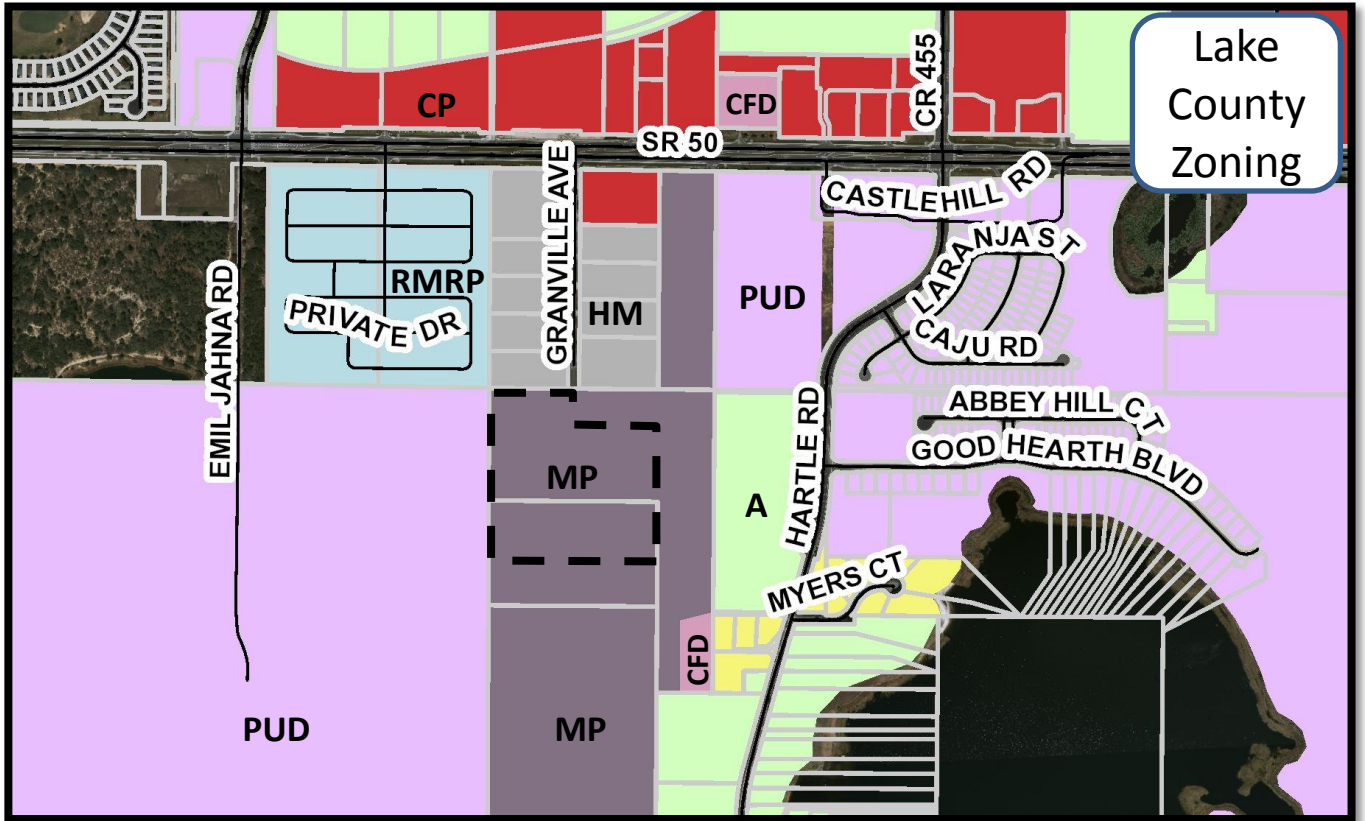


Exhibit – Zoning
Senninger Irrigation



WATER & WASTEWATER SERVICE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points and along routes approved by CITY, per plans and specs prepared by Walling Engineering dated OCT 03 22 31, 2003.

- 1.3 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements and other specifications required by the CITY.
- 1.4 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans. Senninger shall be entitled to be reimbursed by the CITY (the "Over sized cost") that represents the difference in the cost to engineer, design, permit and construct the water lines and/or appurtenances needed by Senninger for its Property, and/or appurtenances required by the CITY. The Oversize cost of the water lines and or appurtenances shall be repaid to Senninger as a credit against water impact fees, pursuant to paragraph 1.12
- 1.5 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project as reflected on the approved engineering plans. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.6 The OWNER shall be responsible for all costs of on site and off site improvements as reflected on the approved engineering plans, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.7 The OWNER shall provide to the CITY a minimum of two contractor bids that shall include the total cost for the minimum required size lines and appurtenances and a total cost for the approved oversize design. The OWNER shall provide the CITY with proposed engineering and permitting cost differences for CITY review and approval.
- 1.8 The OWNER and CITY shall agree on the cost difference prior to commencement of construction.
- 1.9 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site per approved plans and specifications, with reimbursement for the difference in costs as determined in Section 1.11 from the CITY in the form of Impact Fee Credits.
- 1.10 The Impact Fee Credits shall be established subject to Sections 1.4 and 1.9, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.11 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

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

Section 2. DEVELOPMENT STANDARDS

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

Section 3. ANNEXATION

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

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

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its Mayor and OWNER through Adam Skolnik as President of Senninger Irrigation, Inc..

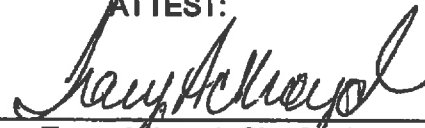
DATED this 14 day of October, 2003.

CITY OF CLERMONT



Harold S. Turville, Jr., Mayor

ATTEST:



Tracy Ackroyd, City Clerk

OWNER

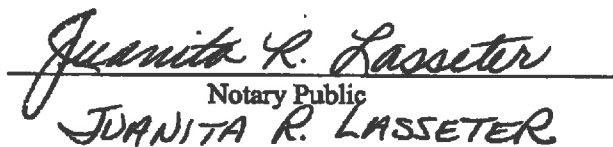


Adam Skolnik, President

STATE OF FLORIDA
COUNTY OF LAKE

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

Witness my hand and official seal this 24th day of November, 2003.


Notary Public
JUANITA R. LASSETER

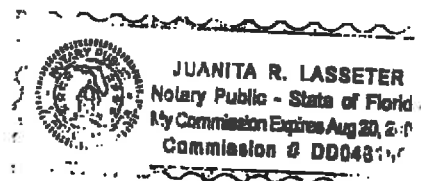


EXHIBIT A

PARCEL B:

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

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

ACCESS/UTILITY EASEMENT

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

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

10 FOOT WIDE UTILITY EASEMENT

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

15 FOOT WIDE UTILITY EASEMENT

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

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

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

DRAINAGE EASEMENT "A"

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

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

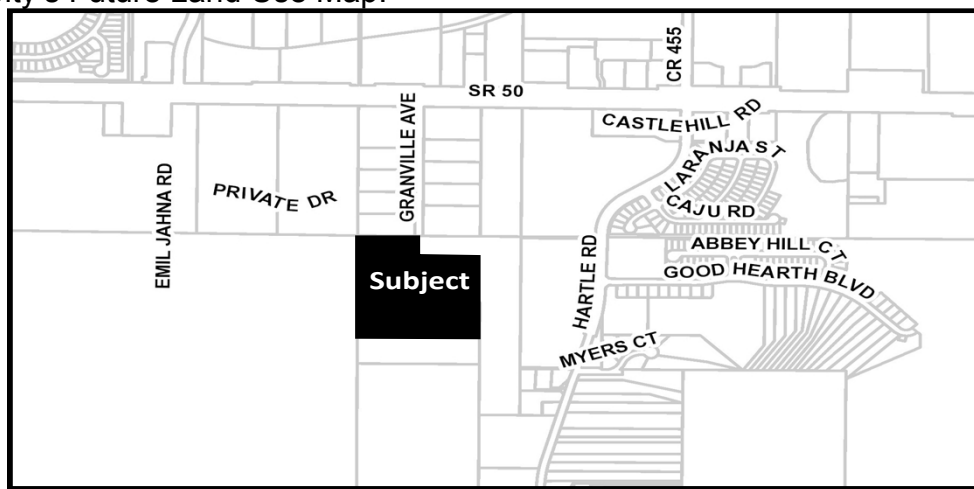
SOURCE: Legal descriptions provided by Farmer and Associates. (Project # 03-0751)

CITY OF CLERMONT

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

The City of Clermont will hold public hearings on Monday, April 27, 2015 at 6:00 p.m. at a Special Meeting of the Planning and Zoning Commission and Tuesday, May 12, 2015 at 6:30 p.m. before the City Council to consider transmittal and introduction of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Lake County Regional Office to Industrial.

The City of Clermont will hold public hearings on Tuesday, July 28, 2015 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



***Location: A portion of Alternate Key 1795044 and approximately ½ of 1648165;
Senninger; 16220 State Road 50***

Ordinance #2015-36:

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

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

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

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

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

Daily Commercial
April 13, 2015 and July 14, 2015

Tracy Ackroyd, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-37; <i>Introduction</i> Senninger Irrigation		
Requested Action		
Move to introduce Ordinance 2015-37.		
Staff Report		
This administrative request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The agreement with the City was executed on November 24, 2003. The property is improved and is currently receiving water services from the City. The property is approximately 19 acres. The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Industrial District) to the City's M-1 Industrial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Office to the City's Industrial designation. Staff recommends approval of the rezoning to M-1 Industrial. <i>At the Special Meeting of the Planning & Zoning Commission April 27, 2015, Commissioner Judy Proli 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 2015-37.doc	
2. Maps	Senninger Maps.pdf	
3. Utility Agreement	Senninger Utility Agreement.pdf	
4. Legal ad	Senninger REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-37

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

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

SECTION 1:

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

LEGAL DESCRIPTION

Parcel B:

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

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

Containing 19 acres, more or less

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

From: UE Urban Estate
To: M-1 Industrial

CITY OF CLERMONT
ORDINANCE No. 2015-37

SECTION 2:

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

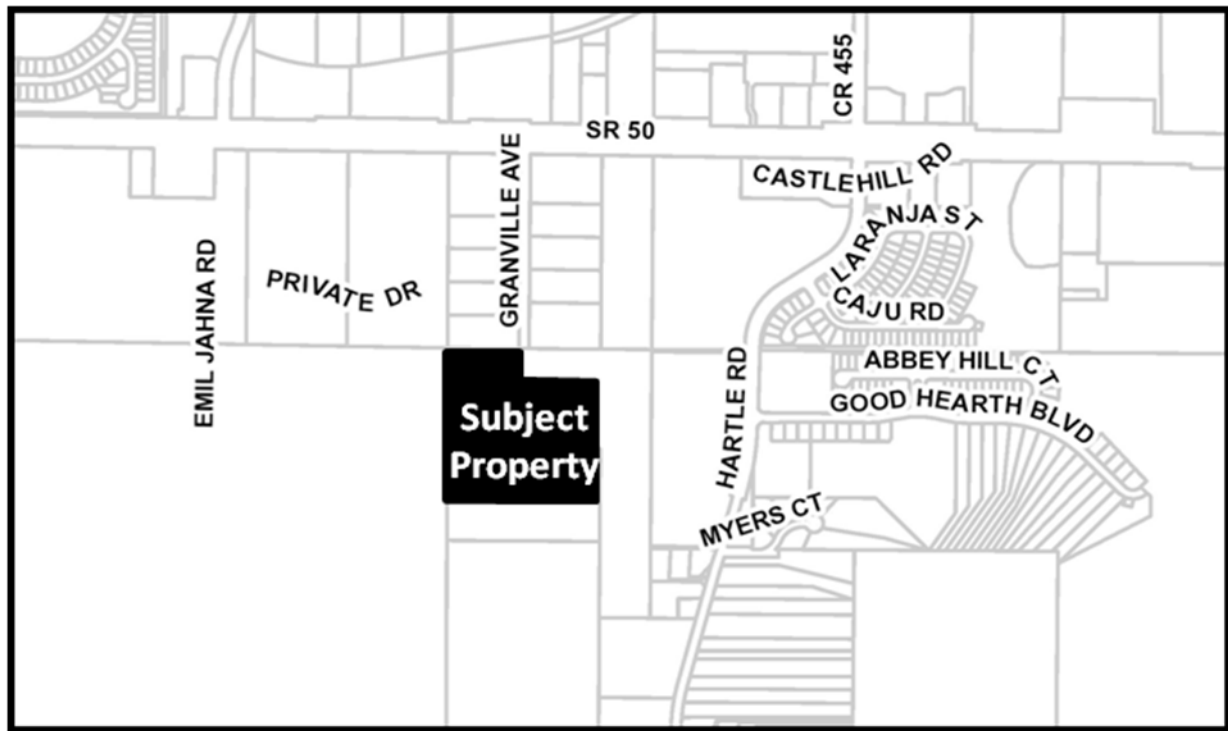
SECTION 3:

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

SECTION 4:

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-37

Florida on this 26th day of May, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Senninger Irrigation

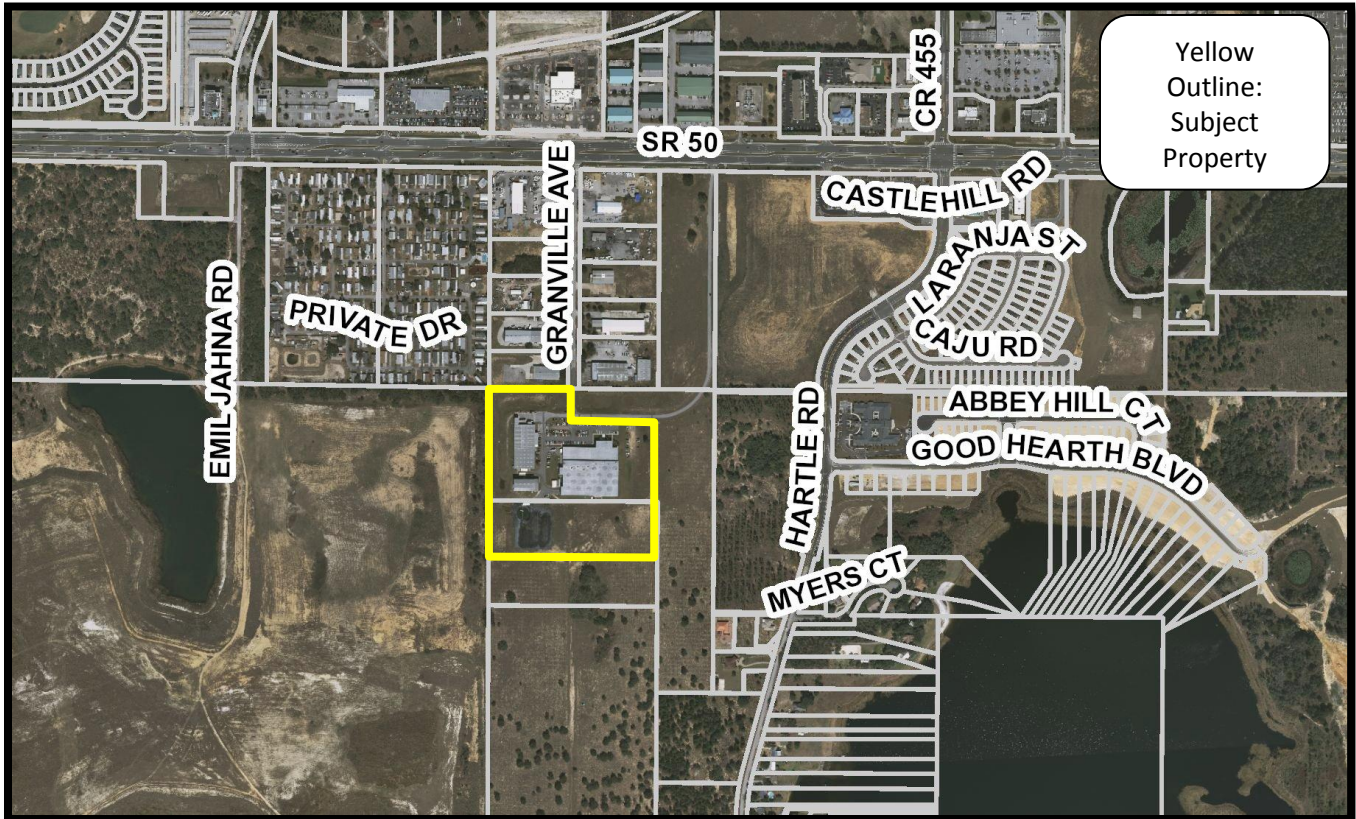
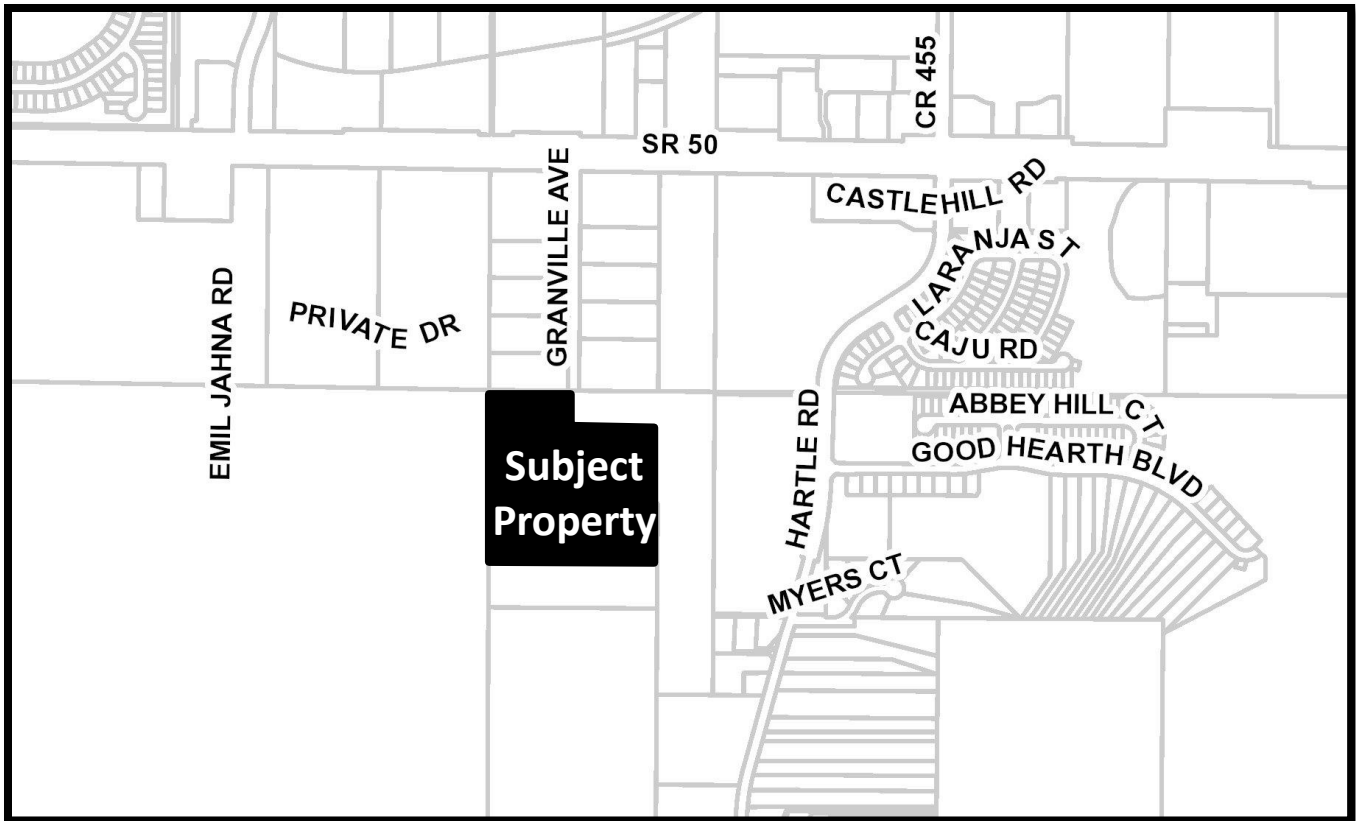


Exhibit – Future Land Use
Senninger Irrigation

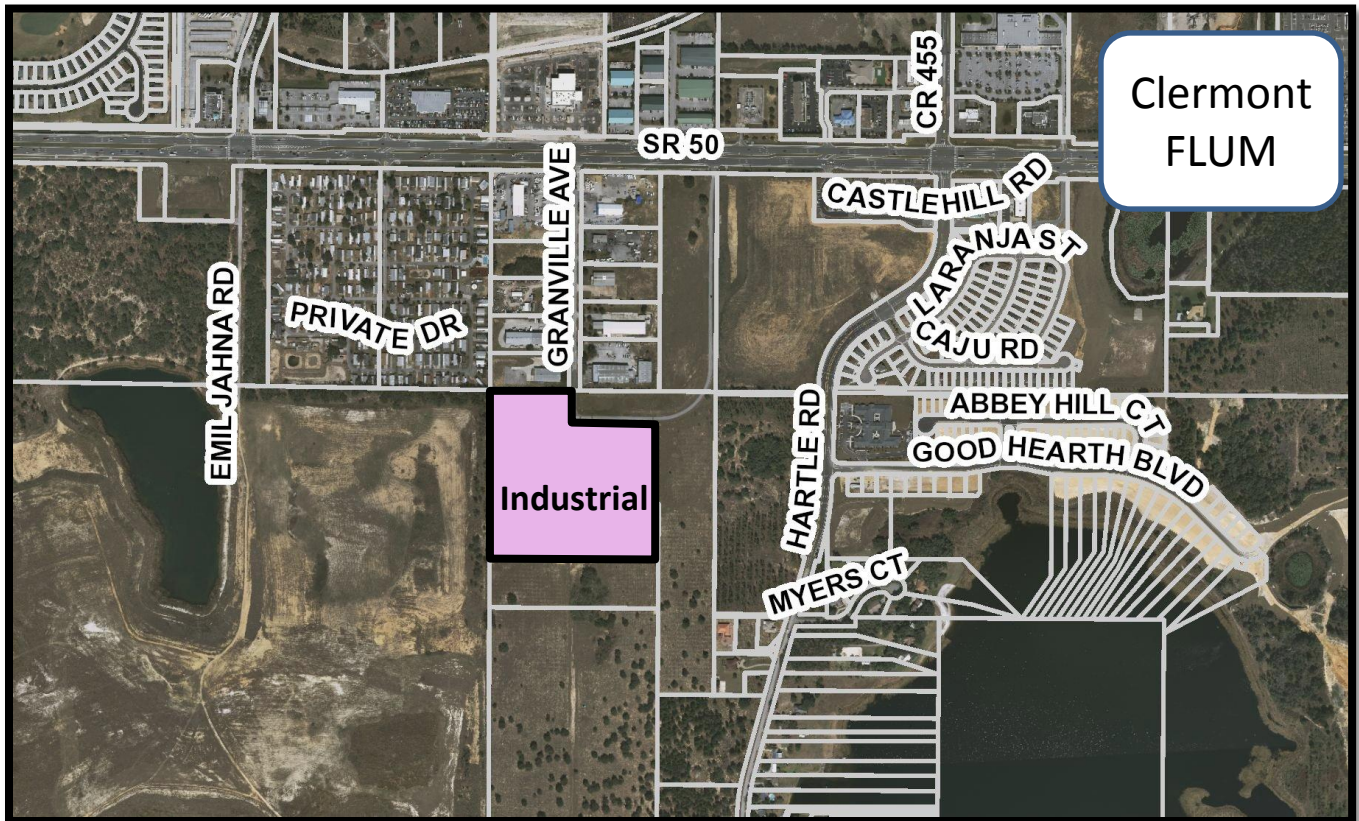
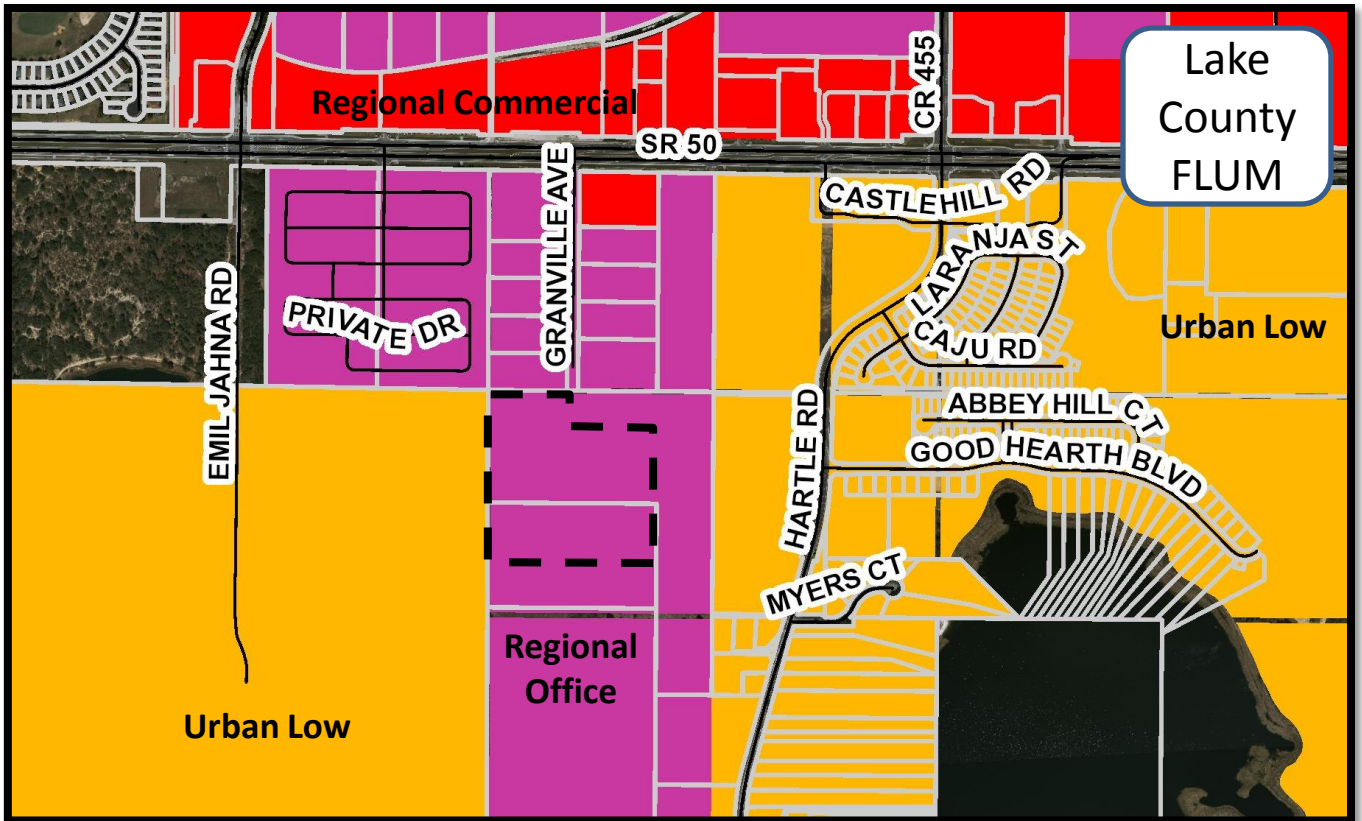
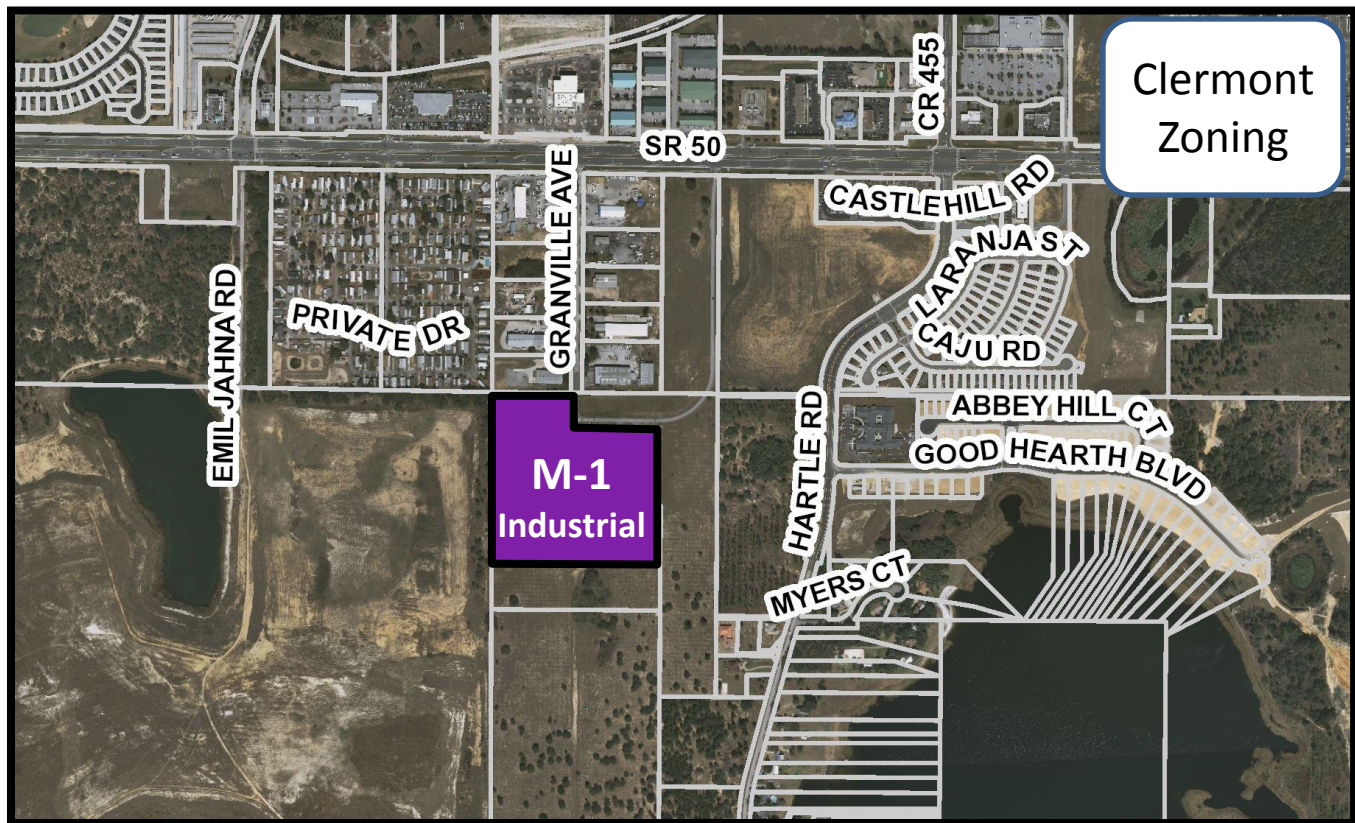
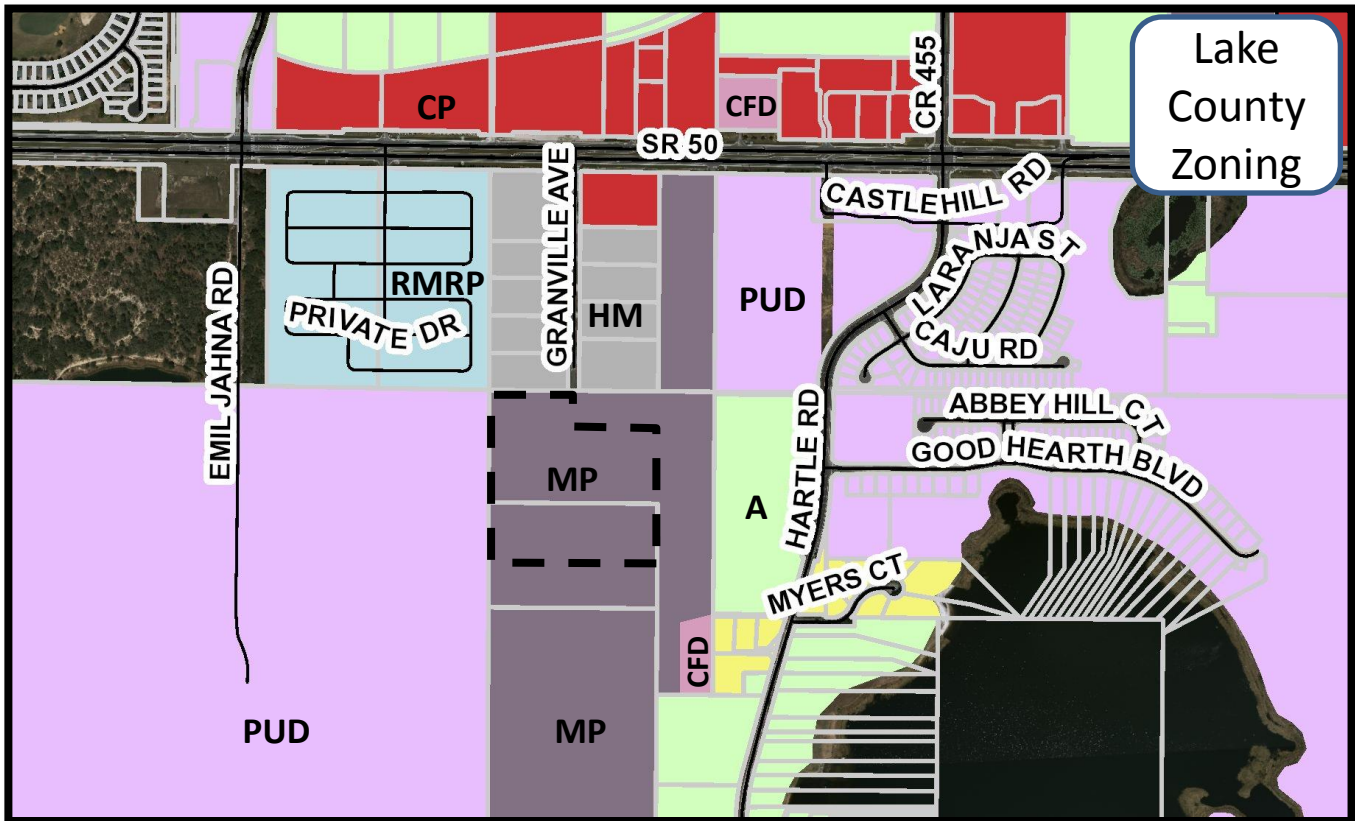


Exhibit – Zoning
Senninger Irrigation



WATER & WASTEWATER SERVICE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points and along routes approved by CITY, per plans and specs prepared by Walling Engineering dated OCT 03 22 31, 2003.

- 1.3 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements and other specifications required by the CITY.
- 1.4 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans. Senninger shall be entitled to be reimbursed by the CITY (the "Over sized cost") that represents the difference in the cost to engineer, design, permit and construct the water lines and/or appurtenances needed by Senninger for its Property, and/or appurtenances required by the CITY. The Oversize cost of the water lines and or appurtenances shall be repaid to Senninger as a credit against water impact fees, pursuant to paragraph 1.12
- 1.5 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project as reflected on the approved engineering plans. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.6 The OWNER shall be responsible for all costs of on site and off site improvements as reflected on the approved engineering plans, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.7 The OWNER shall provide to the CITY a minimum of two contractor bids that shall include the total cost for the minimum required size lines and appurtenances and a total cost for the approved oversize design. The OWNER shall provide the CITY with proposed engineering and permitting cost differences for CITY review and approval.
- 1.8 The OWNER and CITY shall agree on the cost difference prior to commencement of construction.
- 1.9 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site per approved plans and specifications, with reimbursement for the difference in costs as determined in Section 1.11 from the CITY in the form of Impact Fee Credits.
- 1.10 The Impact Fee Credits shall be established subject to Sections 1.4 and 1.9, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.11 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

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

Section 2. DEVELOPMENT STANDARDS

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

Section 3. ANNEXATION

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

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

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its Mayor and OWNER through Adam Skolnik as President of Senninger Irrigation, Inc..

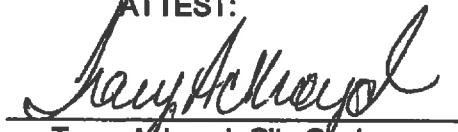
DATED this 14 day of October, 2003.

CITY OF CLERMONT



Harold S. Turville, Jr., Mayor

ATTEST:



Tracy Ackroyd, City Clerk

OWNER

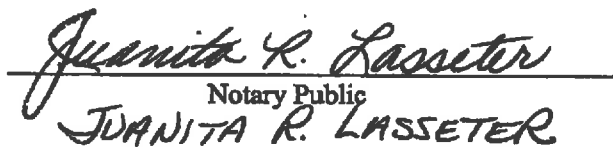


Adam Skolnik, President

STATE OF FLORIDA
COUNTY OF LAKE

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

Witness my hand and official seal this 24th day of November, 2003.


Notary Public
JUANITA R. LASSETER

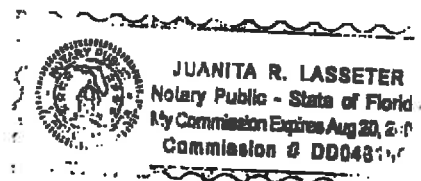


EXHIBIT A

PARCEL B:

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

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

ACCESS/UTILITY EASEMENT

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

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

10 FOOT WIDE UTILITY EASEMENT

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

15 FOOT WIDE UTILITY EASEMENT

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

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

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

DRAINAGE EASEMENT "A"

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

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

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

LEGAL NOTICE

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

ORDINANCE NO. 2015-37

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

LOCATION

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

LEGAL DESCRIPTION

Parcel B:

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

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

Containing 19 acres, more or less

FROM UE Urban Estate
TO M-1 Industrial

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

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

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

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

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

Daily Commercial

April 20, 2015 and May 12, 2015

Tracy Ackroyd, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-59; <i>Introduction</i> Thomas		
Requested Action		
Move to introduce Ordinance 2015-59.		
Staff Report		
The owner is requesting a rezoning change from R-1 Single Family Medium Density Residential District to R-2 Medium Density Residential District. The owner has indicated that the request is to allow construction of a duplex on the lot. The current R-1 zoning district does not allow this type of use. The R-2 zoning district, under Section 122-143(2), permits this type of housing structure. The parcel consists of four lots in the Clermont Hillcrest subdivision. The lots are located along Prince Edward Avenue halfway between East Desoto Street and East Minneola Avenue. The subject property is approximately 25,000 square feet in size. The owner desires to build one duplex on combined lots 40 and 41 and a second duplex on combined lots 42 and 43. The owner is aware that the lot lines would have to be reconfigured and that the buildings would need to meet code requirements in Section 122 for lot requirements and yard setbacks. Based on an initial layout and staff's discussion with the owner, it appears that both duplexes could fit without any variances. The subject parcel is surrounded by the R-1 Single Family zoning designation on all sides. The nearest R-2 Medium Density zoning is located at the end of the street and is a few parcels away. The future land use, Medium Density, would allow the R-2 Medium Density zoning district. However, the rezoning of the parcel to R-2 would create a parcel surrounded by a different zoning. While the R-2 zoning is compatible with the future land use in this area and the lots dimensions can support the construction of a duplex, allowing this use in the middle of an area of predominately single family homes is not a good planning practice. In addition, staff has received a signed letter of opposition from 31 area residents. If the parcel was adjacent to existing R-2 Medium Density zoning, then it could be viewed as an extension of this use. Based upon the above information, staff recommends denial of the rezoning change from R-1 Single Family to R-2 Medium Density.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-------------------|--------------------------------|
| 1. | Ordinance | Thomas REZ ORD 2015-59.doc |
| 2. | Location Map | Thomas Location Map.pdf |
| 3. | Opposition Letter | Neighbor Opposition Letter.pdf |
| 4. | Site Plan | Site plan.pdf |
| 5. | Application | Application.pdf |
| 6. | Legal ad | Thomas REZ legal ad.docx |

CITY OF CLERMONT
ORDINANCE No. 2015-59

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

Clermont Hillcrest Lots 40-43, PB 8 PG 53, ORB 4547 PG 174
Alternate Key 1620520

Containing 24,971 square feet, more or less

From: R-1 Single Family Medium Density Residential
To: R-2 Medium Density Residential

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. 2015-59



CITY OF CLERMONT
ORDINANCE No. 2015-59

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

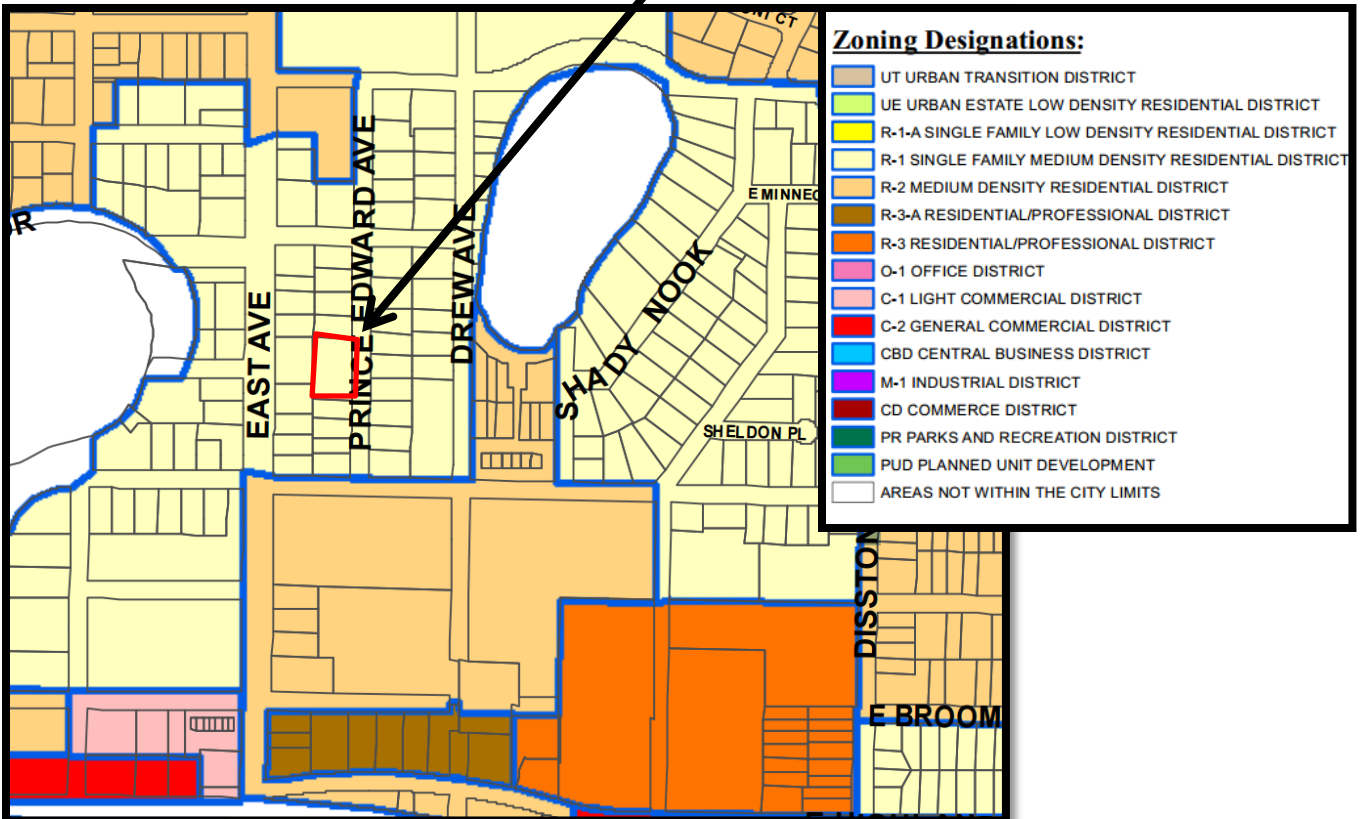
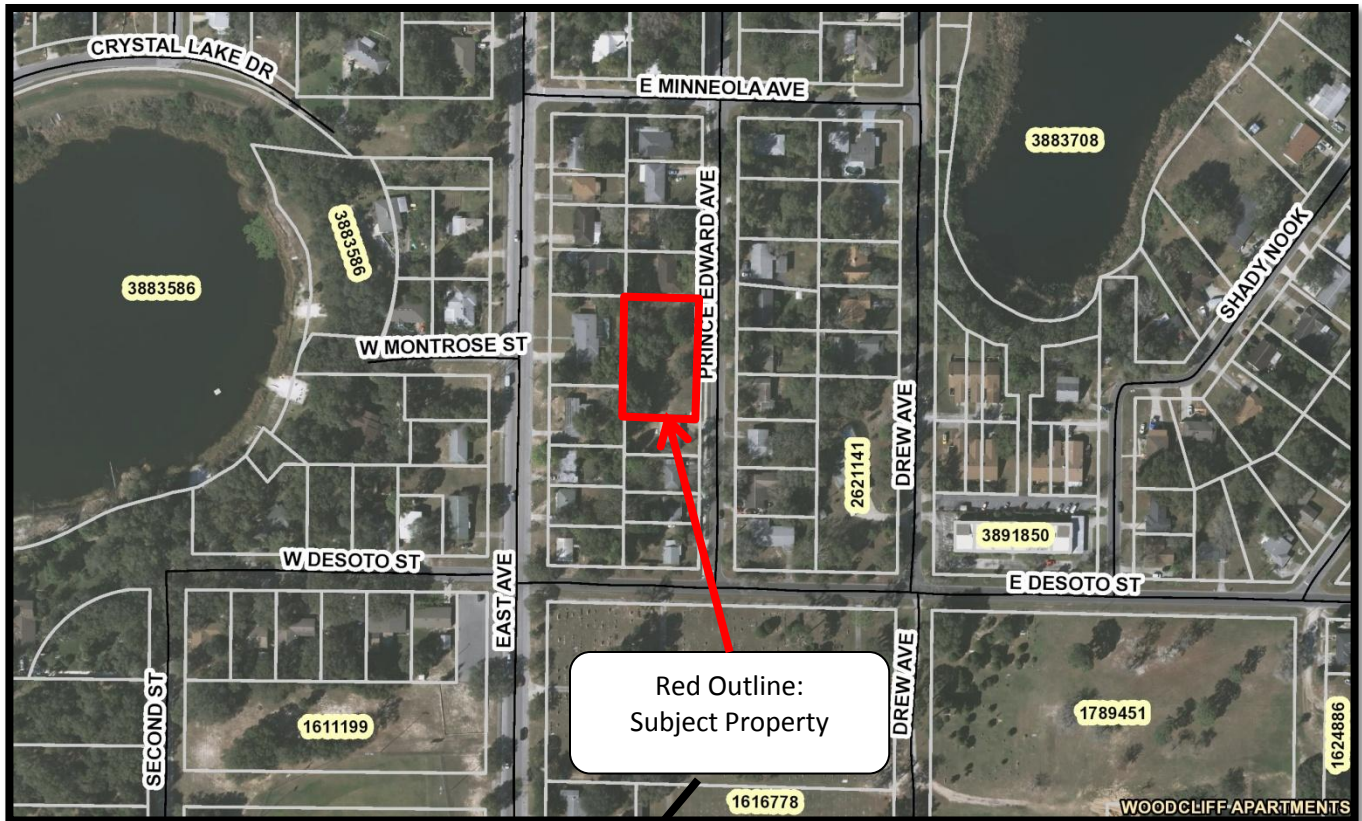
Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Location Map

Thomas Rezoning – Prince Edward Ave.



Members of the Clermont City Council,

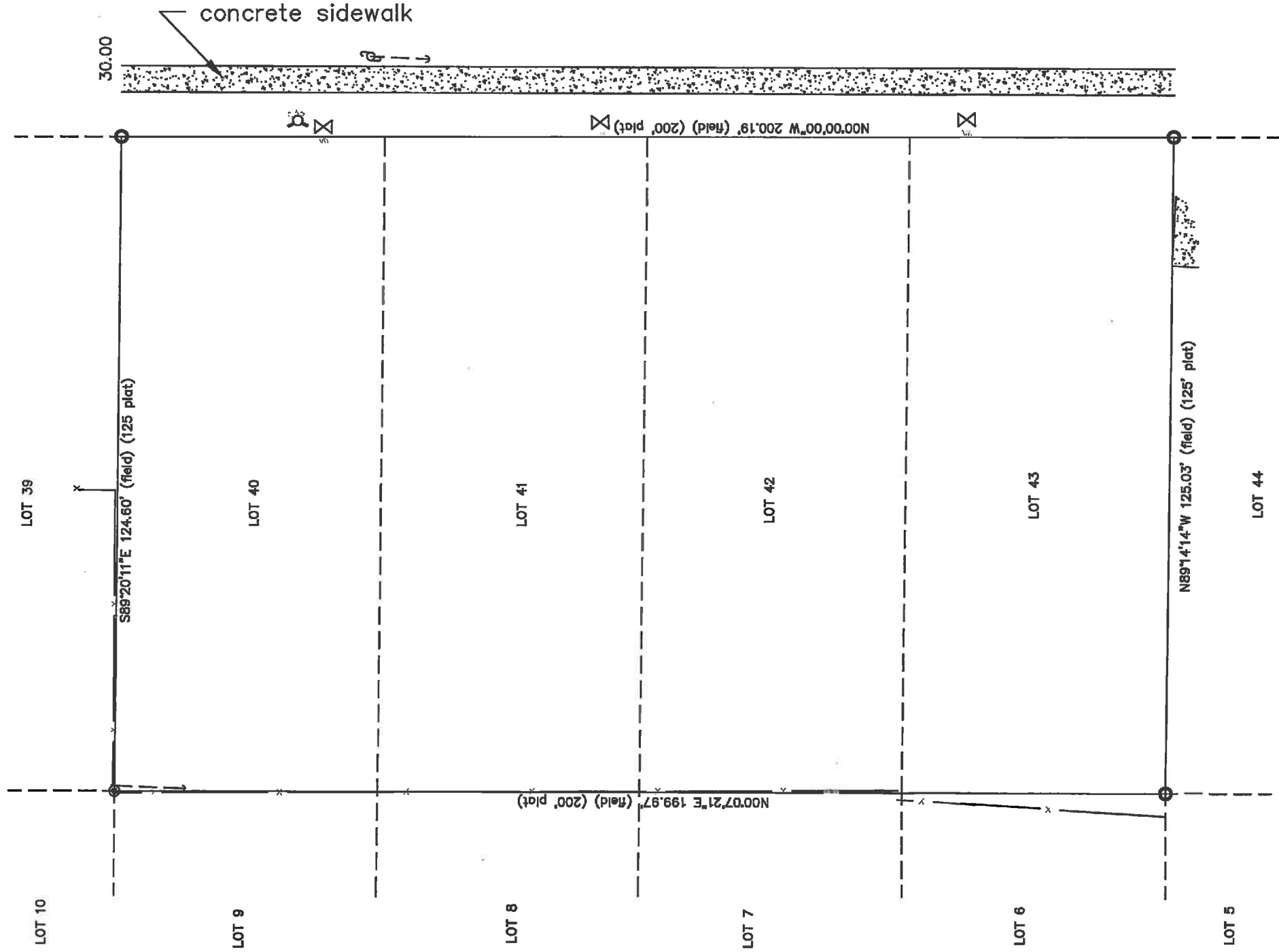
As concerned residents of Hillcrest subdivision on the south block of Prince Edward Ave. (House numbers 624 to 764) We would like to state our opposition to the Thomas Rezoning on Prince Edward Ave. (Lots 40, 41, 42 and 43, according to the Corrected Map of Hillcrest, as recorded in Plat Book 8, page 53, in the Public Records of Lake County, Florida) from present zoning of R-1 to R-2 medium density residential. We oppose the two duplex house dwellings requested but welcome the addition of two single family homes.

Thank you for considering our concerns,



Scott White	Scott WHITE	749 PRINCE EDWARD AVE
Alan Vaughan	Alan Vaughan	729 Prince Edward Ave
Richard M. Lacy	Richard Lacy	709 Prince Edward Ave
Nancy Roviaro	NANCY ROVIARO	763 PRINCE EDWARD AVE
Barbara Christian	Barbara Christian	752 PRINCE EDWARD ST
Lawrence Christian	Lawrence Christian	752 PRINCE ST
Deborah White	Deborah White	749 Prince Edward Ave
Andrew Van Demark	Andrew Van Demark	661 Prince Edward Ave
GAIL LINDAUER	GAIL LINDAUER	634 PRINCE EDWARD AVE
Lloyd Lindauer	Lloyd LINDAUER	634 Prince Edward Ave
Fenton Lindauer	Fenton Lindauer	634 Prince Edward Ave
Austin White	Austin White	749 Prince Edward Ave
RICK SHOLENBARGER	RICK SHOLENBARGER	654 PRINCE EDWARD AVE
Amber Dreon	Amber Dreon	689 Prince Edward Ave
Matthew Knutelsky	Matthew Knutelsky	689 Prince Edward Ave
Teresa Stefan	Teresa Stefan	764 Prince Edward Ave
PHILIP STEFAN	PHILIP STEFAN	764 PRINCE EDWARD AVE
Brianna McAllister	Brianna McAllister	764 Prince Edward Ave
Claire Fryer	Claire Fryer	740 Prince Edward Ave
PAUL DOWERS	PAUL DOWERS	

2.



GRAPHIC SCALE
(IN FEET)
1 inch = 25 ft.

PRINCE EDWARD AVENUE

DESCRIPTION:

LOTS 40, 41, 42 AND 43, CORRECTED MAP OF HILLCREST, AS RECORDED IN PLAT BOOK 8, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PROPERTY CONTAINING 24,971 SQUARE FEET MORE OR LESS

NOTES:

1. BEARINGS BASED ON THE PLAT BEARING OF N 00°00'00" E. ALONG THE EASTERLY RIGHT OF WAY LINE OF PRINCE EDWARD AVE.
2. ABOVEGROUND ENCROACHMENTS, IF ANY, AS SHOWN.
3. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED.
4. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MIGHT BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
5. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAY, SETBACKS OR RESTRICTIONS.
6. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREON BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF SAID SIGNING PARTY.
7. FENCE LINE HEREON MEANDERS ALONG SHOWN PATH.
8. PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "X".

- ⊗ = fire hydrant
- ⊙ = #4 rebar marked LB 6528
- ⊗ = double water meter
- x - = 6' WOOD FENCE
- = found iron pipe
- ⊗ = power pole

Blackburn Surveying, Inc.

L.B. # 6528
642 West Highway 50
P.O. Box 121022
Clermont, Florida 34712
(352) 394-4417
Fax (352) 394-7058

BOUNDARY SURVEY FOR:

BILL & VICKI THOMAS

SCALE: 1" = 20' PMK

DATE: 2/25/2015 FB/PAGE: 359/ PMK

HILLCREST

LAKE COUNTY, FLORIDA

PAGE NO.1

DRAWING NO. HILLCREST40-43

PATRICK M. KELLEY, P.L.S. FLORIDA SURVEYOR'S CERTIFICATE NO. 4423
NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR & MAPPER.
THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: _____

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: William S. & Vicki Thomas

CONTACT PERSON: Vicki Thomas

Address: 1040 12th St.

City: Clermont State: FL Zip: 34711

Phone: 352-267-7988 Fax: —

E-Mail: cbvicki+thomas@gmail.com

OWNER: William S. & Vicki Thomas

Address: 1040 12th St

City: Clermont State: FL Zip: 34711

Phone: 352-267-7988 Fax: —

Address of Subject Property: XXXX Prince Edward Ave Clermont

Legal Description (include copy of survey): Clermont Hillcrest

Lots 40, 41, 42, 43 PB 8 Pg 53

ORB 4547 Pg 174

Acreage: _____ Land Use: Residential
(City verification required)

Present Zoning: R-1 Proposed Zoning: R-2
(City verification required)



CITY OF CLERMONT
REZONING
APPLICATION
Page 2

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

What are you proposing to do that would require a rezoning?

Build duplex instead of a single
family residence

William S. Thomas, Vicki Thomas ^x William S. Thomas Vicki Thomas
Applicant Name (print) Applicant Name (signature)

William S. Thoma, Vicki Thomas ^x William S. Thomas Vicki Thomas
Owner Name (print) Owner Name (signature)

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 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. 2015-59

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

Vacant Lot – Prince Edward Ave.

Alternate Key 1620520

LEGAL DESCRIPTION

Clermont Hillcrest Lots 40-43, PB 8 PG 53, ORB 4547 PG 174

Containing 24,971 square feet, more or less

FROM R-1 Single Family Medium Density

TO R-2 Medium Density

This request will be considered by the Planning & Zoning Commission on Tuesday, May 5, 2015 at 6:30 p.m.

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

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

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

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

Tracy Ackroyd, MMC

City Clerk

Daily Commercial

April 28, 2015 and May 12, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-60; <i>Introduction</i> Magnolia Center		
Requested Action		
Move to introduce Ordinance 2015-60.		
Staff Report		
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 agreement with the City was executed on April 19, 2005. Approximately one-half of the property is improved and is receiving water and sewer services from the City. The remainder of the site is vacant and will be developed. The property, approximately 22.78 acres, is being developed as a shopping center and professional offices. 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. Upon annexation, the property will be assigned the default zoning of Urban Estate. The CUP for a PUD will incorporate entitlements from the current Lake County PUD and will allow limited C-1 and C-2 uses. 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	Magnolia Center ANN ORD 2015-60.doc	
2. Maps	Magnolia Center Maps.pdf	
3. Utility Agreement	2002-31 Utility Agreement.pdf	
4. Legal ad	ANN legal ad Magnolia Center.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-60

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 19, 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 parcel of land lying in Section 25, Township 22 South, Range 26, Lake County, Florida, more particularly described as follows:

Beginning 448.6 feet west of southeast corner of northwest ¼, run north 01°00'01" east 1260.31 feet to south right-of-way of SR 50, westerly along said right-of-way to west line of southeast ¼ of northwest ¼ south to southwest corner of southeast ¼ of northwest ¼, easterly along south line of northwest ¼ to point of beginning – less west 100 feet, ORB 2149 PG 0423

Containing 22.78 acres, more or less

Magnolia Center; southeast corner of Highway 50 and Magnolia Pointe Blvd.

CITY OF CLERMONT
ORDINANCE No. 2015-60

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. 2015-60

2

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of May, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Magnolia Center

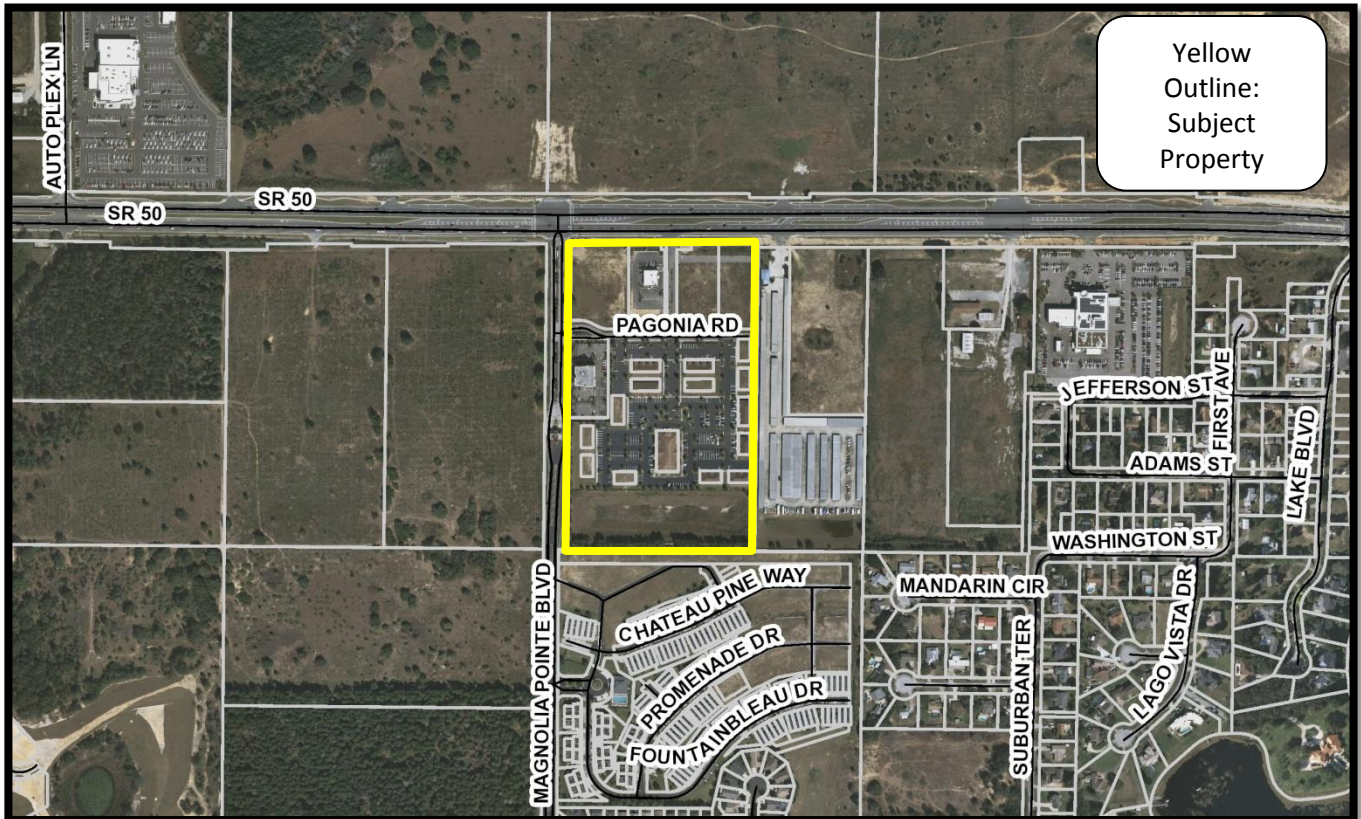
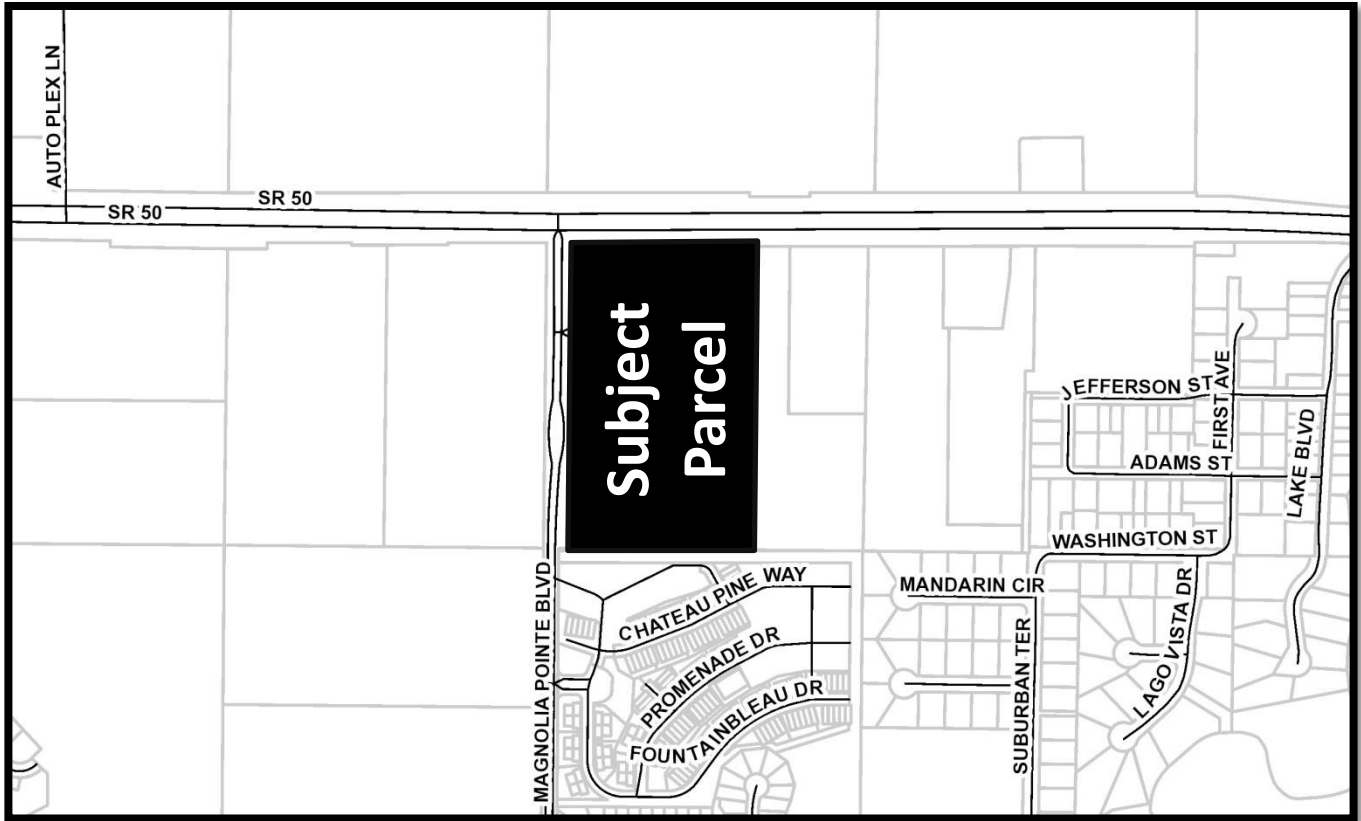


Exhibit – Future Land Use Magnolia Center

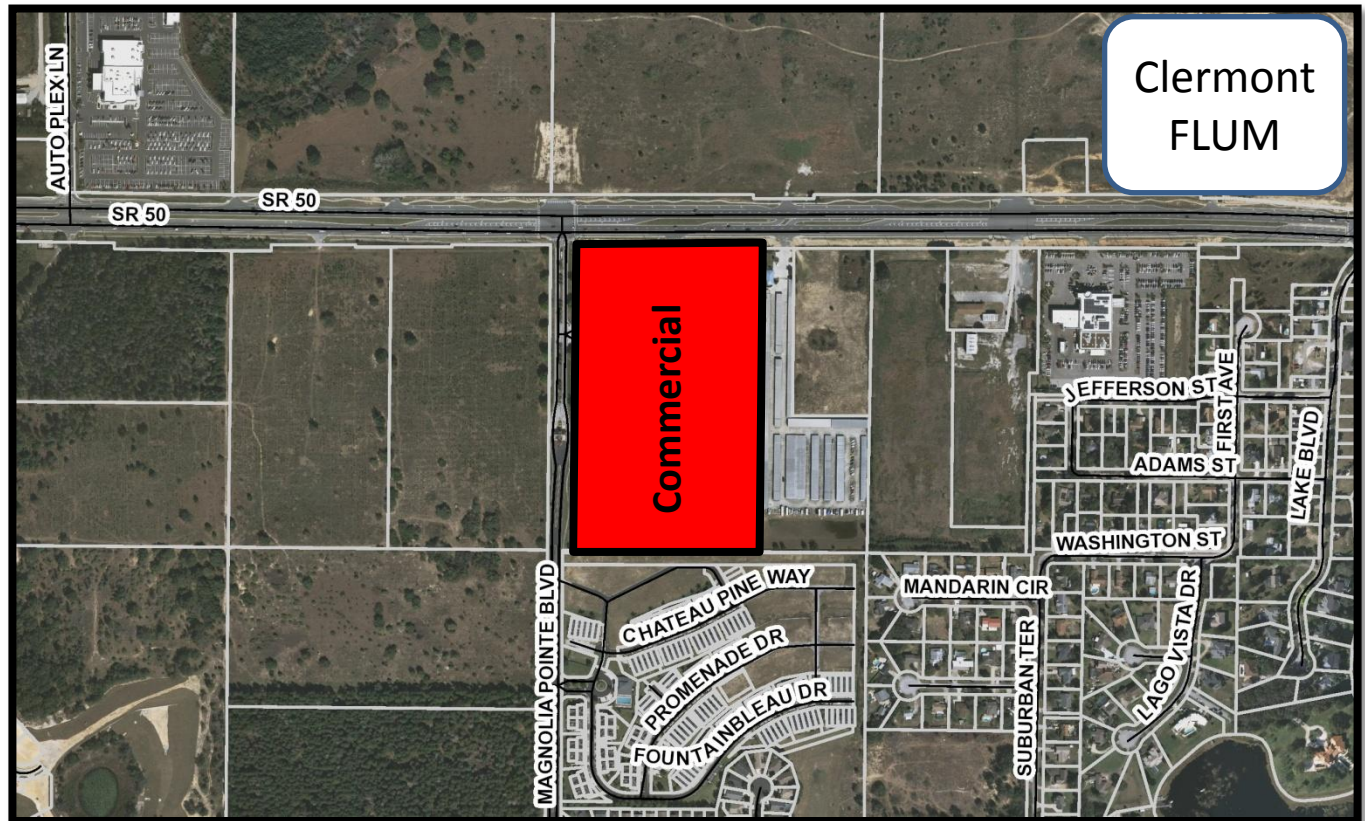
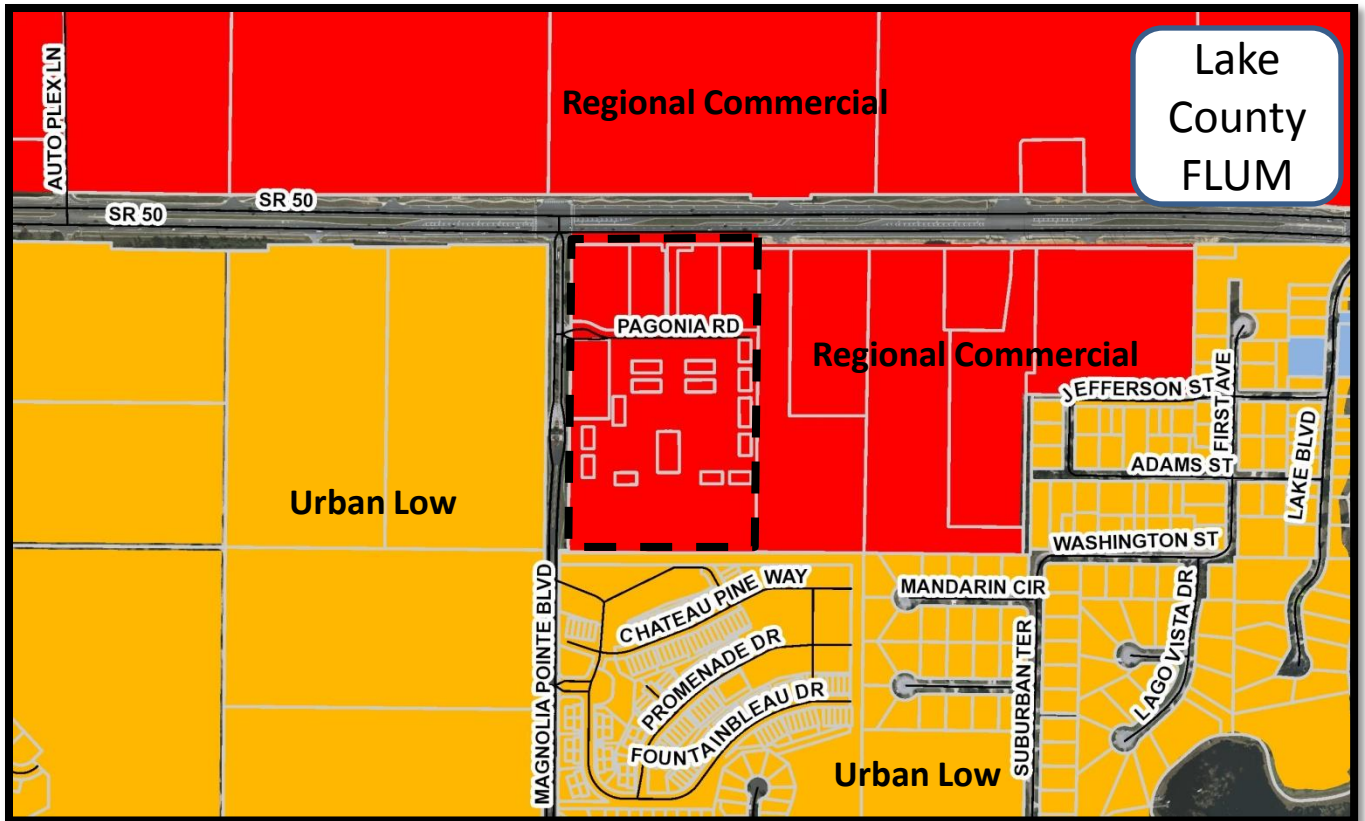


Exhibit – Zoning Magnolia Center



Deposited By
City of Clermont
TRAC / Ack Royal
P.O. Box 1200
Clermont, FL 34712-0200

WATER & WASTEWATER SERVICE AGREEMENT

RECEIVED
APR 19 2005

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Yolo Land Development, LLC, a Corporation (individual, corporation, partnership) and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop Yolo Magnolia Center, 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.

CFN 2005062941
BR 02821 Pgs 0284 - 2897 (6pgs)
DATE: 04/29/2005 11:16:45 AM
JAMES C. MATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES \$2.00

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

Section 2. DEVELOPMENT STANDARDS

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

Section 3. ANNEXATION

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

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

OWNER

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

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 Daniel Hessberg of V.O.L.O Land Development, LLC.

DATED this 22 day of October, 2002.

CITY OF CLERMONT

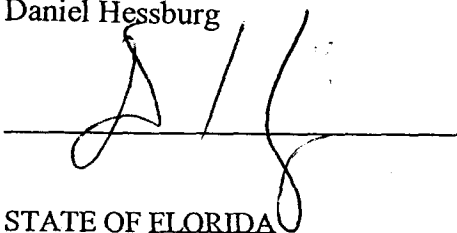
ATTEST:


Harold S. Turville Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER

Y.O.L.O Land Development, LLC
Daniel Hessburg


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 Daniel S. Hessburg as MANAGING MEMBER of Yolo Land Development, LLC who provided identification in the form of MEMBER 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 19th day of April, 2005.



Eileen S. Vieira
Commission #DD236080
Expires: Jul 29, 2007
Bonded Thru
Atlantic Bonding Co., Inc


Notary Public

Exhibit A

State Road 50

30.00'

132.00'

75.00'

South Right-of-Way

N89°58'59"W

778.25'

134.95'

Magnolia Pointe
Boulevard

500'
INGRESS/
EGRESS
ESMT.

125.00'

247.00'

272.00'

PARCEL 1
1.54 ACRES

155.00'

195.00'

PARCEL 2
0.97 ACRES

PARCEL 3
1.22 ACRES

PARCEL 4
9.674 ACRES

MAIN INGRE
DRIVE

MAIN INGRE
DRIVE

1260.47'

694.74'

N00°47'07"E

MINI-STORAGE (UNDER CONSTRUCTION)

S00°48'41"W

1253.56'

12,000 SF
RETAIL

FUTURE EXPANSION
FOR FOOD STORE

50,000 SF
FOOD STORE

15,000 SF
RETAIL

24,000 SF
RETAIL

PARCEL 5
MAGNOLIA CENTER

MASTER STORMWATER
AREA
3.3 ACRES

S89°28'27"E

778.76'

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

Office of Ed Havill

Lake County Property Appraiser

April 27, 2005

Property Record Card

View Map of Property

General Information:			
Alternate Key:	1037450	Parcel:	25-22-26-000200001500
Name:	YOLO LAND DEVELOPMENT LLC	Millage Group:	0003
Address:	548 US HIGHWAY 27 STE C MINNEOLA, FL 34715-	Loc Notes:	17400 STATE ROAD 50 CLERMONT FL 34711
Legal Description:	BEG 448.6 FT W OF SE COR OF NW 1/4, RUN N 01DEG 00MIN 01SEC E 1260.31 FT TO S R/W OF SR 50, W'LY ALONG SAID R/W TO W LINE OF SE 1/4 OF NW 1/4, S TO SW COR OF SE 1/4 OF NW 1/4, E'LY ALONG S LINE OF NW 1/4 TO POB--LESS W 100 FT-- ORB 2149 PG 0423		

Land Data:								
Line	Use Code	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	1000	.0	.0		22.11	AC	0	1381875

Building Characteristics:					
Bldg No.	Section Type	Section No.	Ext Wall Type	No. of Stories	Floor Area

Residential:									
Fireplaces	Baths (2 Fix)	Baths (3 Fix)	Baths (4 Fix)	Baths (Ex Fix)	Bed	A/C	Built In Kitchen	Sq. Ft.	Year Built

Miscellaneous Improvements:					
No.	Type	No. Units	Type	Year	Depr Value

Sales History :						
O.R. Book	O.R. Page	Sale Date	Instrument	Q/U	Vac Impr	Sale Price
2149	0423	7/22/2002	WD	Q	V	\$1,600,000.00

Value:	
Total Just Value:	\$1,381,875.00
Total Exempt Value:	\$0.00
Total Taxable Value:	\$1,381,875.00 *May Reflect Save-Our-Homes Limitations

Draw Building

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 26, 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. 2015-60

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:

***Magnolia Center, 22.78 +/- acres
Property located at the southeast corner of Highway 50
and Magnolia Pointe Blvd.***

LEGAL DESCRIPTION

A parcel of land lying in Section 25, Township 22 South, Range 26, Lake County, Florida, more particularly described as follows:

Beginning 448.6 feet west of southeast corner of northwest $\frac{1}{4}$, run north 01°00'01" east 1260.31 feet to south right-of-way of SR 50, westerly along said right-of-way to west line of southeast $\frac{1}{4}$ of northwest $\frac{1}{4}$ south to southwest corner of southeast $\frac{1}{4}$ of northwest $\frac{1}{4}$, easterly along south line of northwest $\frac{1}{4}$ to point of beginning – less west 100 feet, ORB 2149 PG 0423

Containing 22.78 acres, more or less

See Map Below

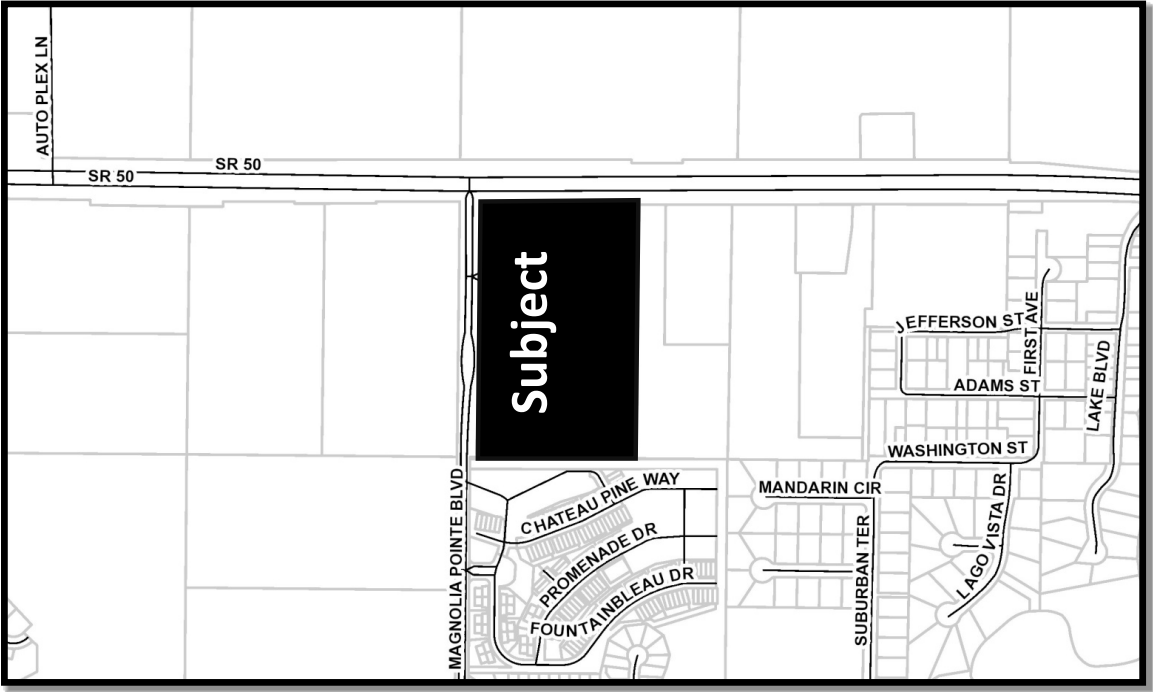
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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
May 5 and May 12, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date											
Tuesday, May 12, 2015											
Agenda Item Name											
Ordinance No. 2015-61; <i>Transmittal</i> Magnolia Center											
Requested Action											
Move to introduce Ordinance 2015-61 and to transmit proposed comprehensive plan amendment.											
Staff Report											
This administrative 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 agreement with the City was executed on April 19, 2005. Approximately one-half of the property is improved and is receiving water and sewer services from the City. The remainder of the site is vacant and will be developed. The property, approximately 22.78 acres, is being developed as a shopping center and professional offices. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial designation. A related request for a conditional use permit will create a City PUD with limited C-1 and C-2 uses. Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in July. Staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City.											
Additional Analysis											
Fiscal Impact Summary											
Fiscal Impact	Fund Number and Description	Available Budget Amount									
Exhibits Attached (copies of original agreements)											
<table border="0"><tr><td>1.</td><td>Ordinance</td><td>Magnolia Center CPA Ord. 2015-61.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Magnolia Center Maps.pdf</td></tr><tr><td>3.</td><td>Utility Agreement</td><td>2002-31 Utility Agreement.pdf</td></tr></table>			1.	Ordinance	Magnolia Center CPA Ord. 2015-61.doc	2.	Maps	Magnolia Center Maps.pdf	3.	Utility Agreement	2002-31 Utility Agreement.pdf
1.	Ordinance	Magnolia Center CPA Ord. 2015-61.doc									
2.	Maps	Magnolia Center Maps.pdf									
3.	Utility Agreement	2002-31 Utility Agreement.pdf									

CITY OF CLERMONT
ORDINANCE No. 2015-61

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

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

A parcel of land lying in Section 25, Township 22 South, Range 26, Lake County, Florida, more particularly described as follows:

Beginning 448.6 feet west of southeast corner of northwest $\frac{1}{4}$, run north 01o00'01" east 1260.31 feet to south right-of-way of SR 50, westerly along said right-of-way to west line of southeast $\frac{1}{4}$ of northwest $\frac{1}{4}$ south to southwest corner of southeast $\frac{1}{4}$ of northwest $\frac{1}{4}$, easterly along south line of northwest $\frac{1}{4}$ to point of beginning – less west 100 feet, ORB 2149 PG 0423

CITY OF CLERMONT
ORDINANCE No. 2015-61

Containing 22.78 acres, more or less

Magnolia Center; southeast corner of Highway 50 and Magnolia Pointe Blvd.

**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.

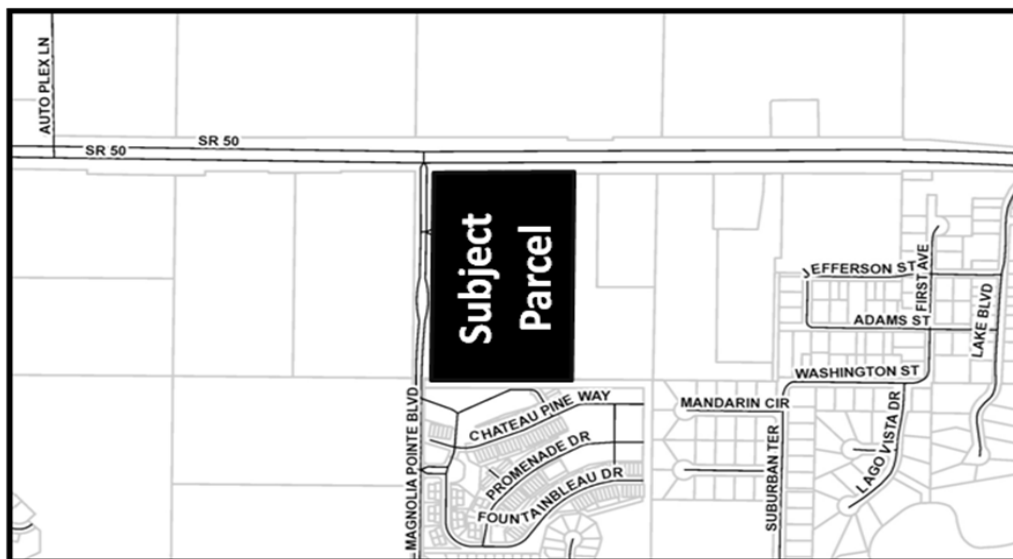
Section 3.

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. 2015-61

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

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Magnolia Center

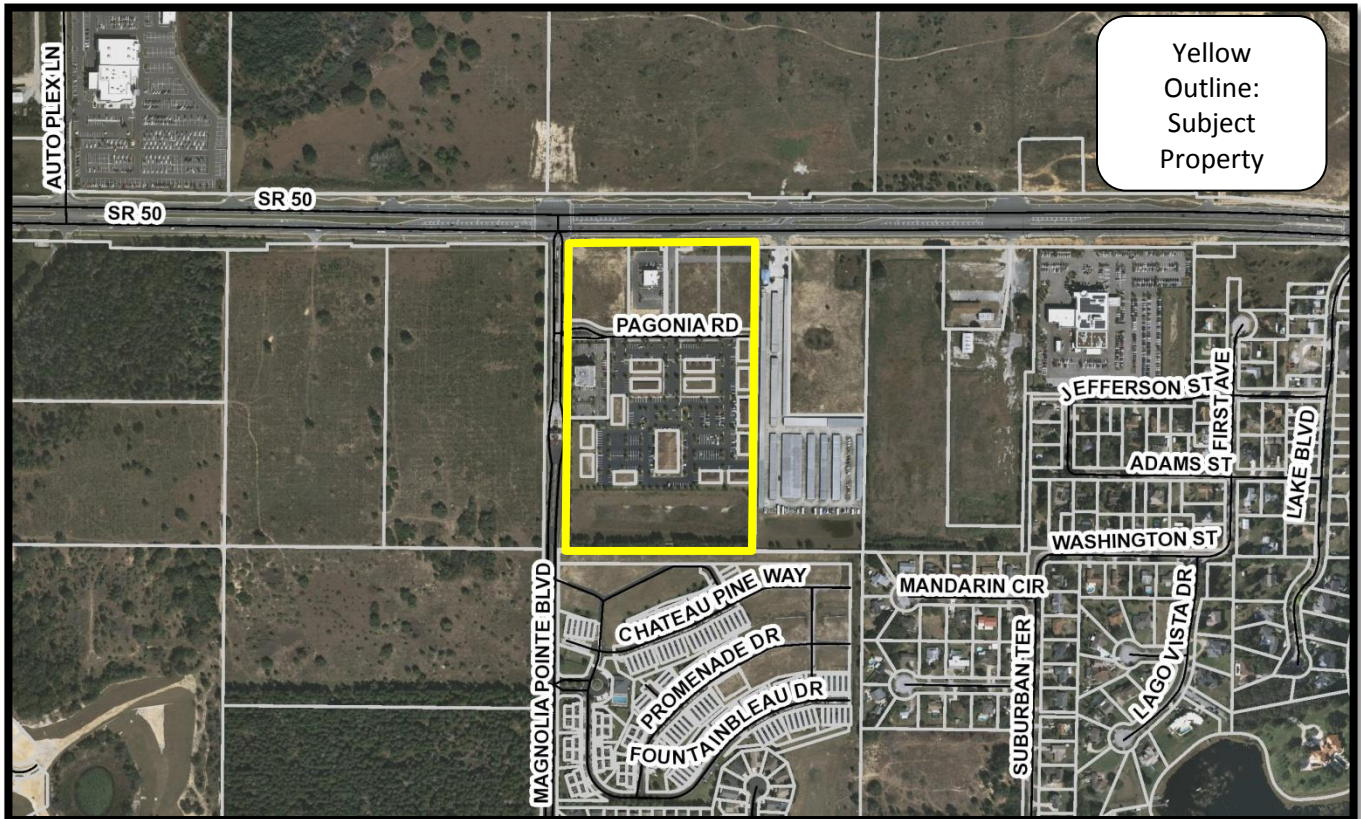
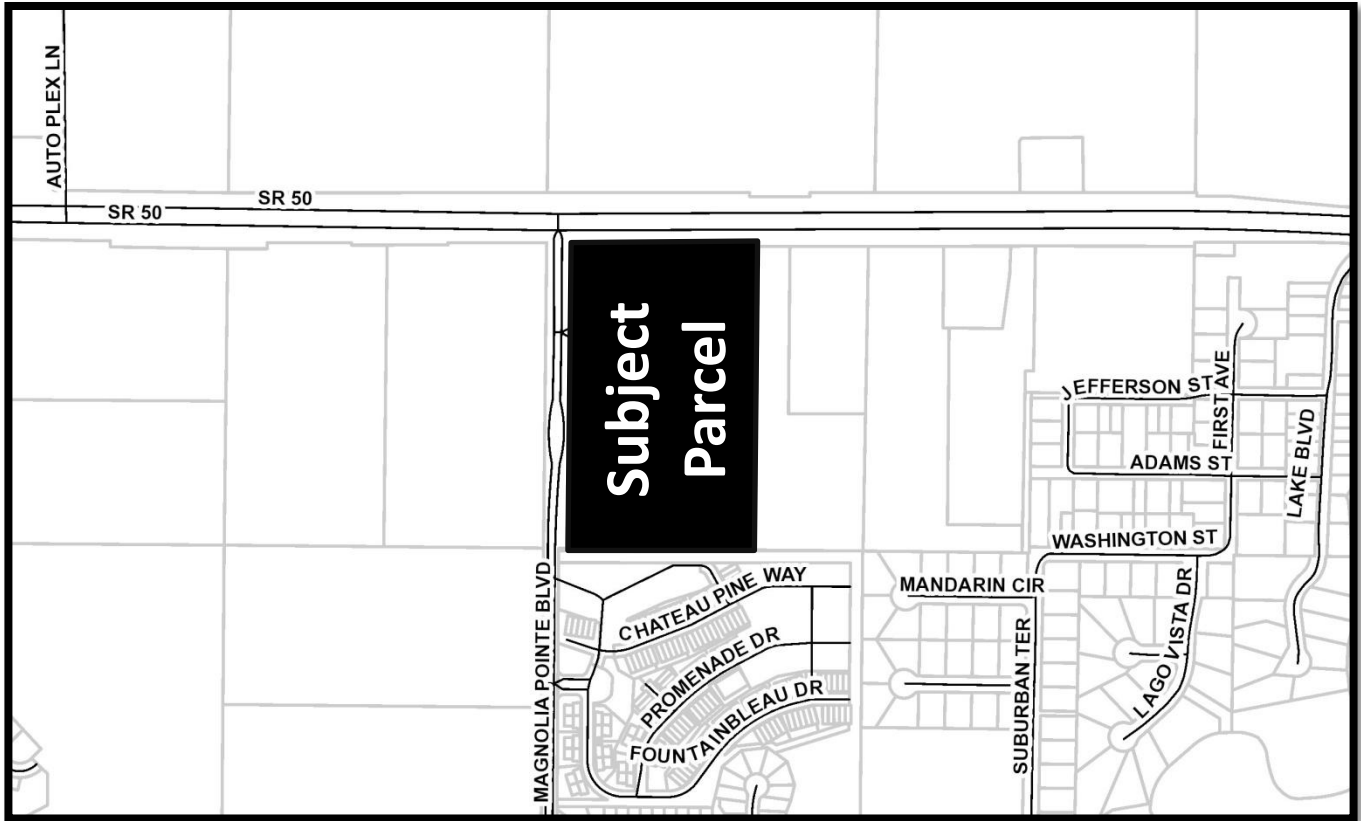


Exhibit – Future Land Use Magnolia Center

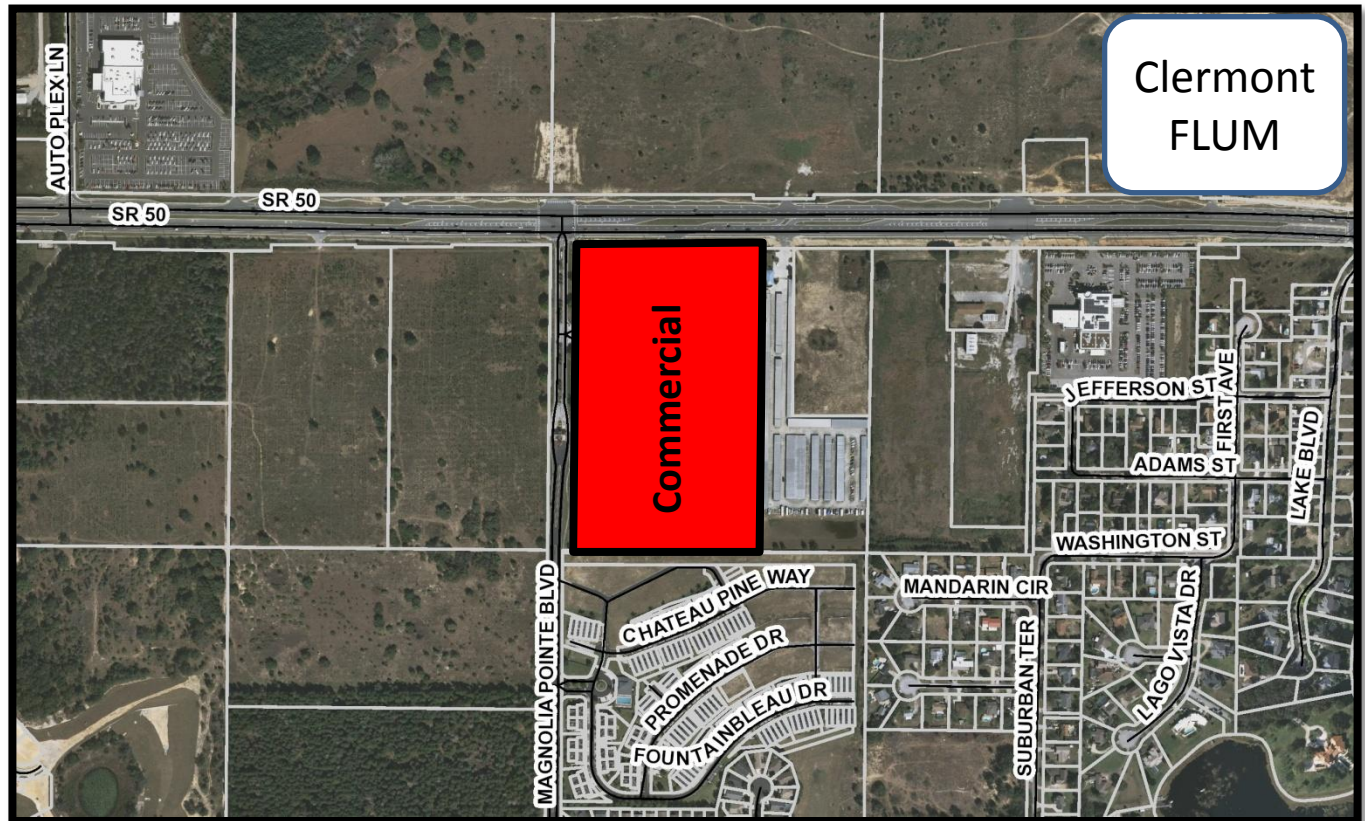
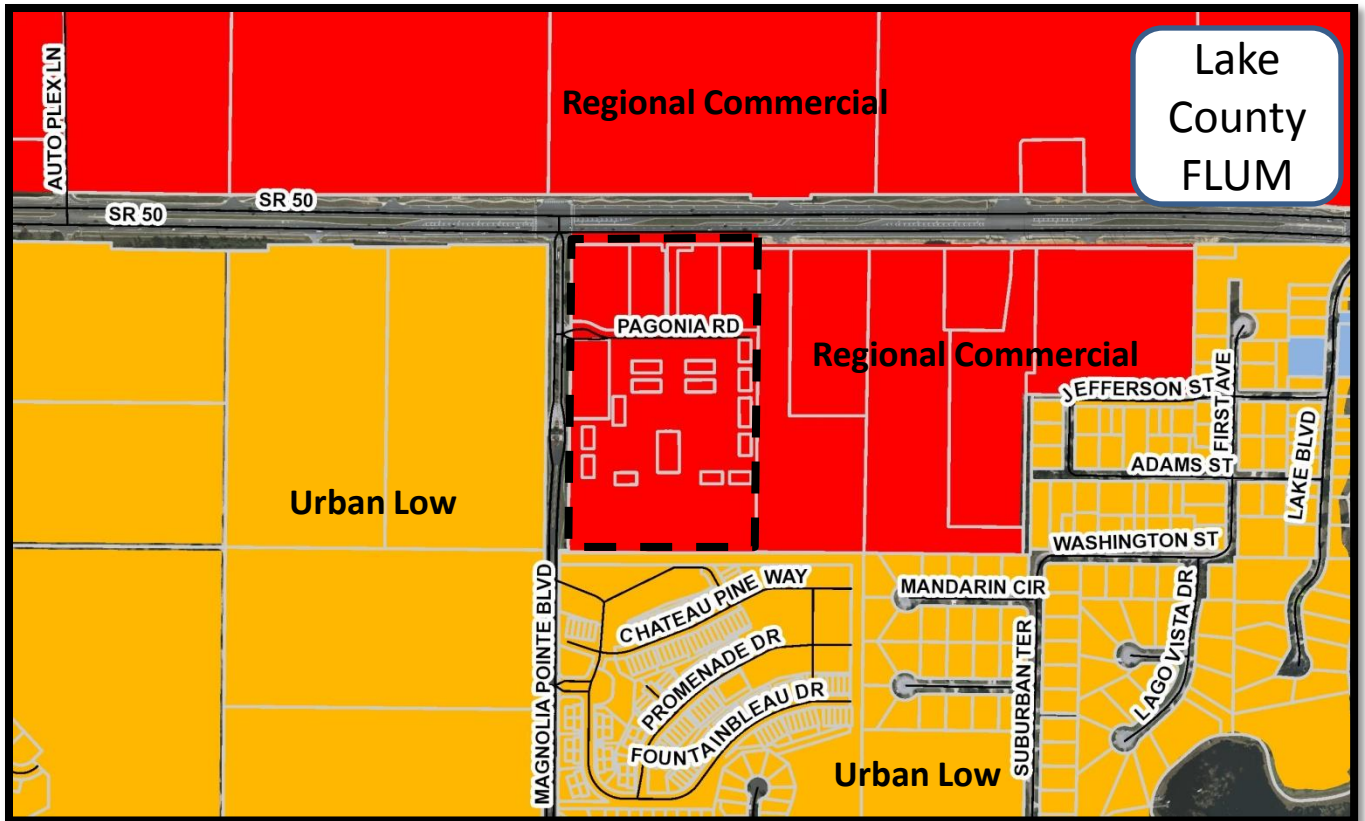


Exhibit – Zoning Magnolia Center



22000001 B
City of Clermont
TRAC 1 Ackd
P.O. Box 1200
Clermont, FL 34712-0200

WATER & WASTEWATER SERVICE AGREEMENT

RECEIVED
APR 19 2005

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Yolo Land Development, LLC, a Corporation (individual, corporation, partnership) and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop Yolo Magnolia Center, 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.

CFN 2005062941
BR 02821 Pgs 0284 - 2897 (6pgs)
DATE: 04/29/2005 11:16:45 AM
JAMES C. MATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES \$2.00

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

Section 2. DEVELOPMENT STANDARDS

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

Section 3. ANNEXATION

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

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

OWNER

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

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.

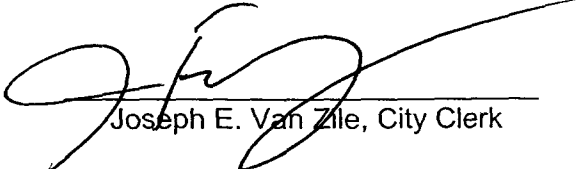
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through Daniel Hessberg of V.O.L.O Land Development, LLC.

DATED this 22 day of October, 2002.

CITY OF CLERMONT

ATTEST:


Harold S. Turville Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER

Y.O.L.O Land Development, LLC
Daniel Hessburg

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 Daniel S. Hessburg as MANAGING MEMBER of Yolo Land Development, LLC who provided identification in the form of MEMBER 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 19th day of April, 2005.



Eileen S. Vieira
Commission #DD236080
Expires: Jul 29, 2007
Bonded Thru
Atlantic Bonding Co., Inc

Eileen S. Vieira
Notary Public

Exhibit A

State Road 50

132.00

75.00

30.00

South Right-of Way

N89°58'59"W

778.25'

Magnolia Pointe
Boulevard

500'
INGRESSES/
EGRESS
ESMT.

125.00'

247.00

272.00

PARCEL 1
1.54 ACRES

155.00

195.00

PARCEL 2
0.97 ACRES

PARCEL 3
1.22 ACRES

MAIN INGRE
DRIVE

MAIN INGRE
DRIVE

PARCEL 4
9.674 ACRES

12,000 SF
RETAIL

FUTURE EXPANSION
FOR FOOD STORE

50,000 SF
FOOD STORE

15,000 SF
RETAIL

24,000 SF
RETAIL

S00°48'41"W

1253.56'

PARCEL 5
MAGNOLIA CENTER

MASTER STORMWATER
AREA
3.3 ACRES

S89°28'27"E

778.76'

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

N00°47'07"E

MINI-STORAGE (UNDER CONSTRUCTION)

1260.47'

25.00

694.74'

134.95'

Office of Ed Havill

Lake County Property Appraiser

April 27, 2005

Property Record Card

View Map of Property

General Information:			
Alternate Key:	1037450	Parcel:	25-22-26-000200001500
Name:	YOLO LAND DEVELOPMENT LLC	Millage Group:	0003
Address:	548 US HIGHWAY 27 STE C MINNEOLA, FL 34715-	Loc Notes:	17400 STATE ROAD 50 CLERMONT FL 34711
Legal Description:	BEG 448.6 FT W OF SE COR OF NW 1/4, RUN N 01DEG 00MIN 01SEC E 1260.31 FT TO S R/W OF SR 50, W'LY ALONG SAID R/W TO W LINE OF SE 1/4 OF NW 1/4, S TO SW COR OF SE 1/4 OF NW 1/4, E'LY ALONG S LINE OF NW 1/4 TO POB--LESS W 100 FT-- ORB 2149 PG 0423		

Land Data:								
Line	Use Code	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	1000	.0	.0		22.11	AC	0	1381875

Building Characteristics:					
Bldg No.	Section Type	Section No.	Ext Wall Type	No. of Stories	Floor Area

Residential:									
Fireplaces	Baths (2 Fix)	Baths (3 Fix)	Baths (4 Fix)	Baths (Ex Fix)	Bed	A/C	Built In Kitchen	Sq. Ft.	Year Built

Miscellaneous Improvements:					
No.	Type	No. Units	Type	Year	Depr Value

Sales History :						
O.R. Book	O.R. Page	Sale Date	Instrument	Q/U	Vac Impr	Sale Price
2149	0423	7/22/2002	WD	Q	V	\$1,600,000.00

Value:	
Total Just Value:	\$1,381,875.00
Total Exempt Value:	\$0.00
Total Taxable Value:	\$1,381,875.00 *May Reflect Save-Our-Homes Limitations

Draw Building

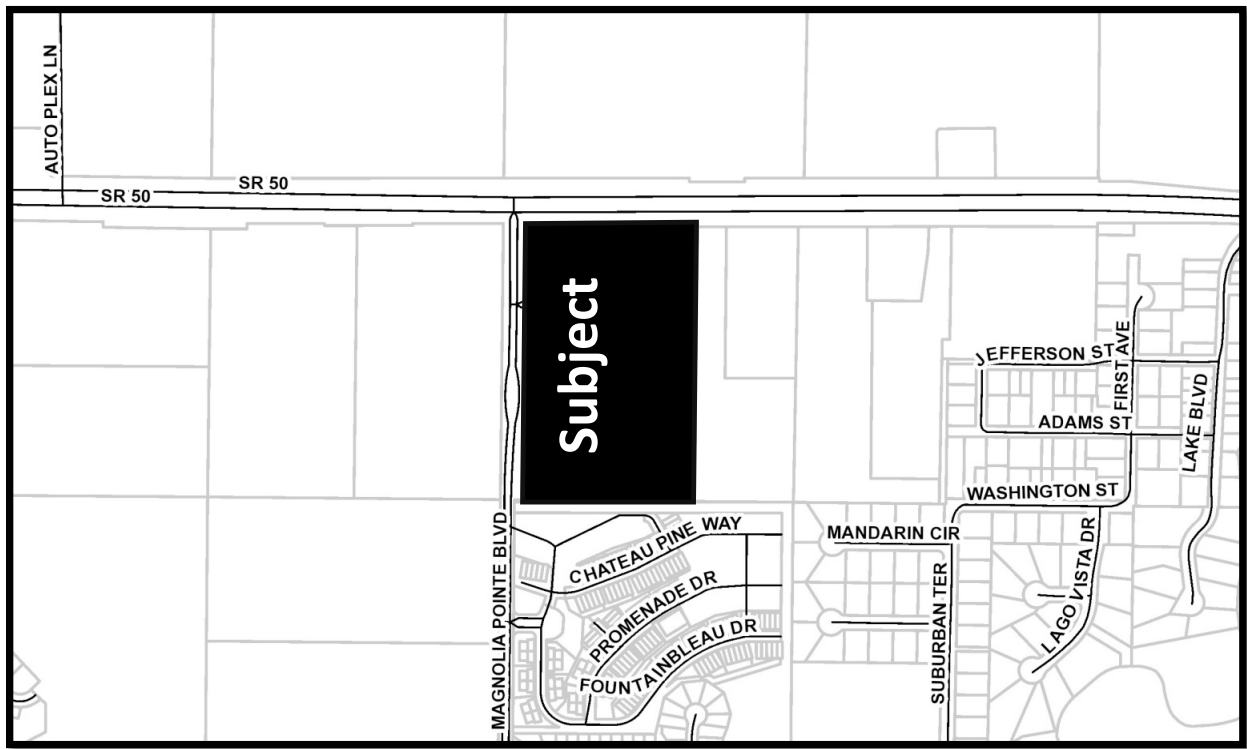
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CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-61

The City of Clermont will hold public hearings Tuesday, May 5, 2015 at 6:30 p.m. before the Planning and Zoning Commission and Tuesday, May 12, 2015 at 6:30 p.m. before the City Council to consider transmittal of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Lake County Regional Commercial to Commercial.

The City of Clermont will hold public hearings on Tuesday, July 28, 2015 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



***Location: Magnolia Center, 22.78 +/- acres
Property located at the southeast corner of Highway 50
And Magnolia Pointe Blvd.***

Ordinance #2015-61:

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
April 21, 2015 and July 14, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 12, 2015		
Agenda Item Name		
Ordinance No. 2015-65; <i>Introduction</i> Piora		
Requested Action		
Move to introduce Ordinance 2015-65.		
Staff Report		
The owner is requesting a rezoning from R-1 Single Family Medium Density Residential District to R-2 Medium Density Residential District. The owner has indicated that the request is to allow construction of a duplex on a portion of the lot. The current R-1 zoning district does not allow this type of use. The R-2 zoning district, under Section 122-143(2), permits this type of housing structure. The parcel is a corner lot located at the southwest corner of Chestnut Street and West Avenue. The subject property is approximately 21,000 square feet in size and has an existing home on part of the lot. The owner desires to keep the existing home and to split off a portion of the lot and build the duplex. The owner is aware that the lot lines would have to be reconfigured and that the building will need to meet the requirements in code Section 122 for lot requirements and yard setbacks. Based on an initial layout and staff's discussion with the owner, it appears that the duplex could fit without a variance. The subject parcel is surrounded by the following zoning designations: C-2 General Commercial to the north, R-1 Single Family to the west and south, and R-2 Medium Density to the east. Since the parcel is adjoined by R-2 Medium Density zoning, the expansion of this designation could be viewed as a logical growth pattern and would not create an enclave. Existing R-2 Medium Density abuts C-2 General Commercial zoning along 10th Street and SR 50. The existing uses, zoning, and the proposed use appear to be compatible. Based upon the above information, staff recommends approval of the rezoning change from R-1 Single Family to R-2 Medium Density.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance Piora REZ ORD 2015-65.doc		

2.	Location Map	Piora Location Map.pdf
3.	Conceptual Site Plan	Conceptual site layout.pdf
4.	Application	Application.pdf
5.	Legal ad	Piora REZ legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2015-65

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

Clermont Indian Hills, Block Lots 1, 2, east ½ of Lot 6, Block 101, being in 25-22-25 PB 8 PG 17 ORB 4440 PG 346.

Alternate Key 1621577

From: R-1 Single Family Medium Density Residential
To: R-2 Medium Density Residential

SECTION 2:

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

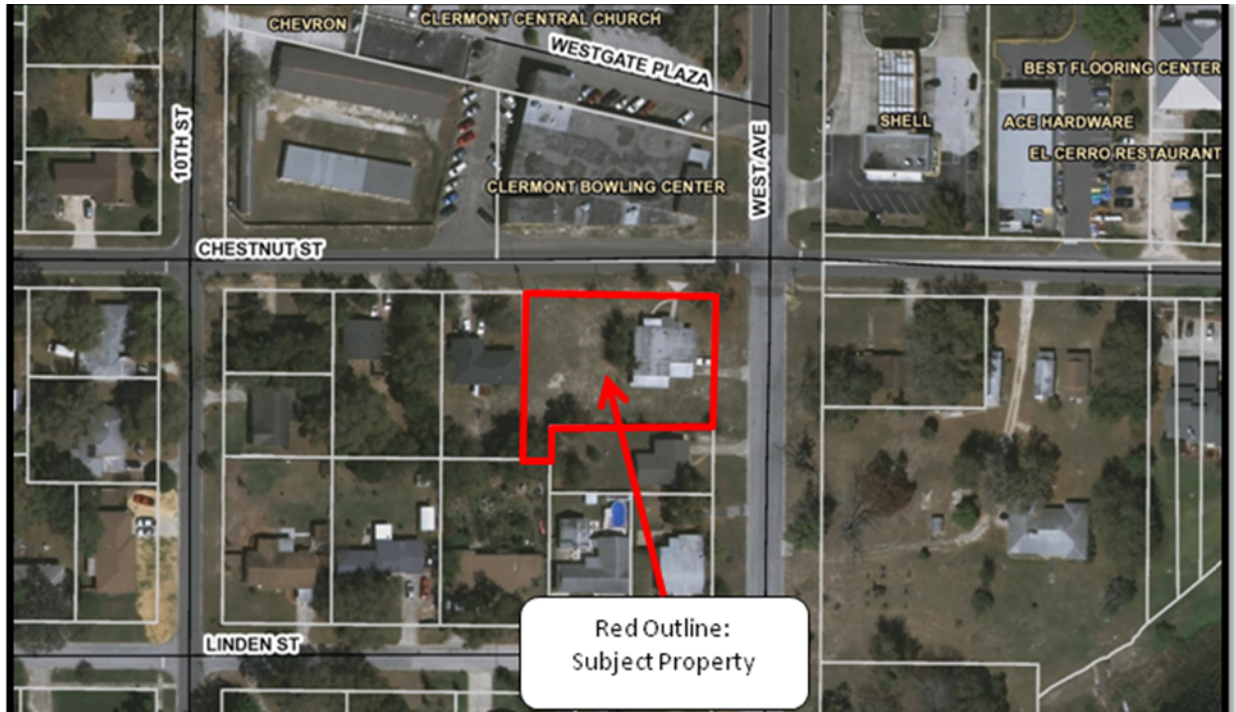
SECTION 3:

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. 2015-65



CITY OF CLERMONT
ORDINANCE No. 2015-65

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

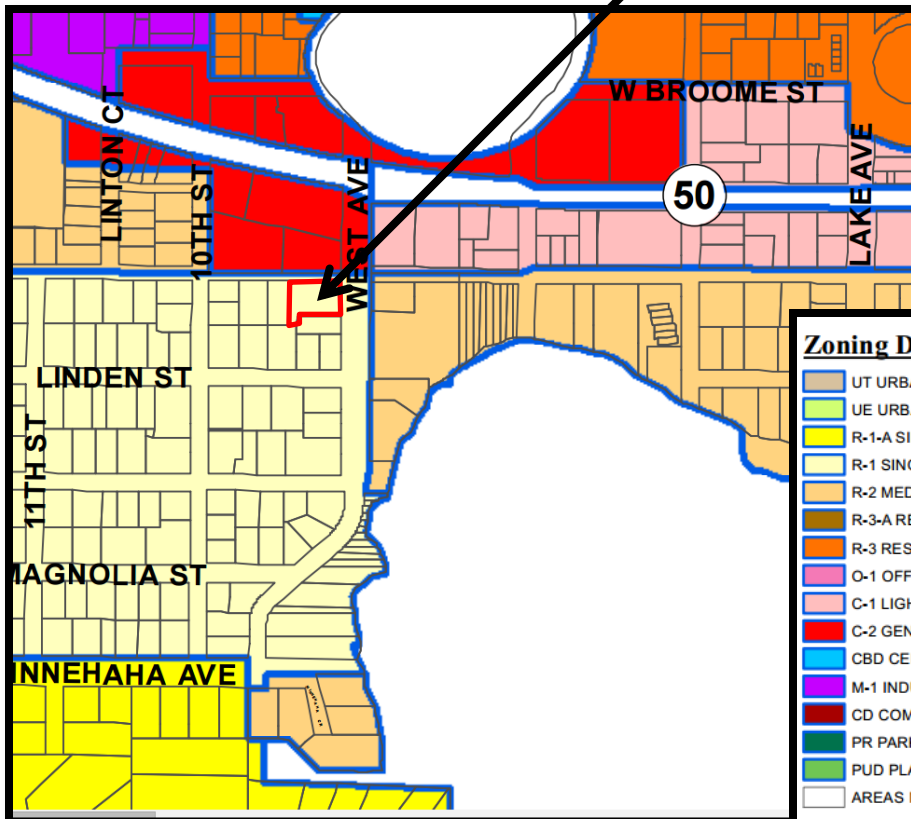
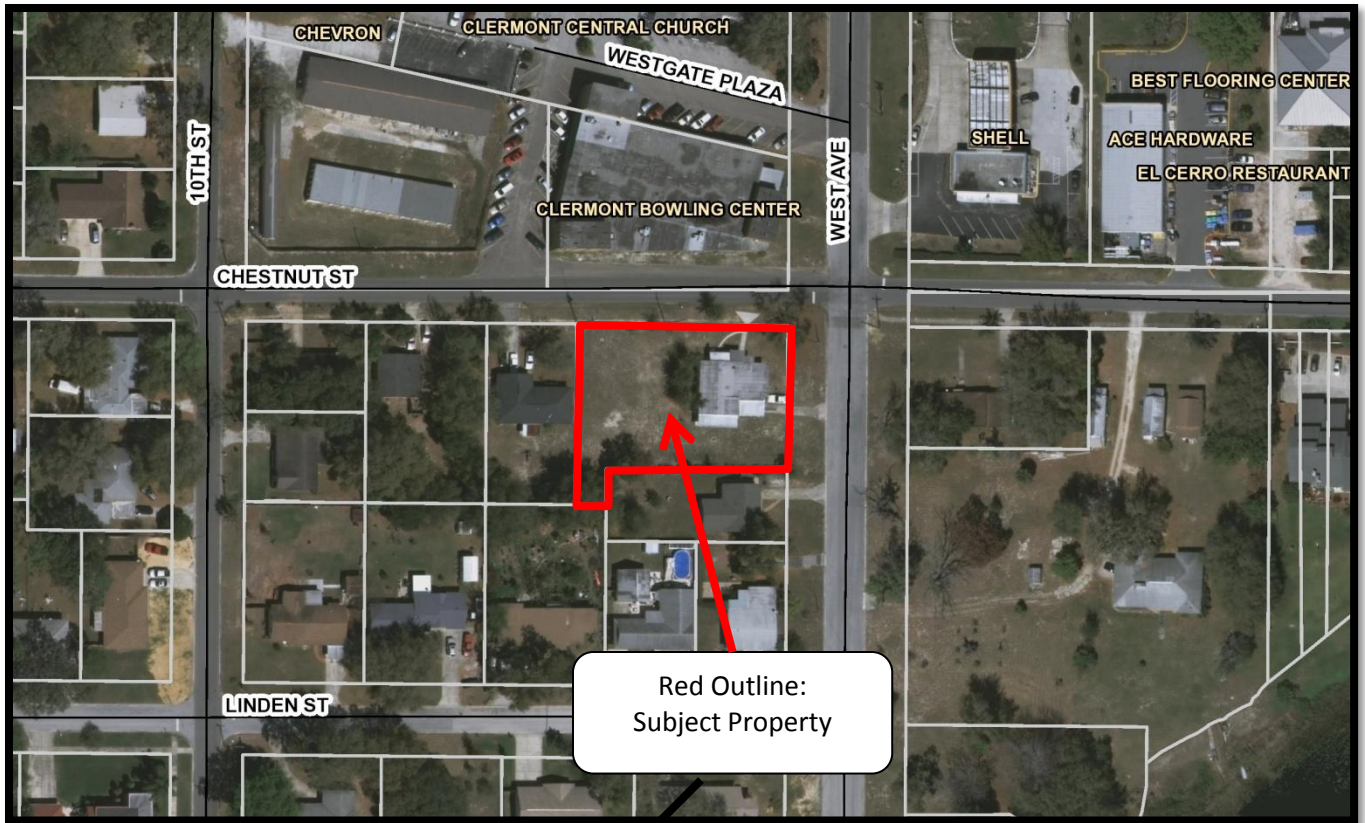
Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

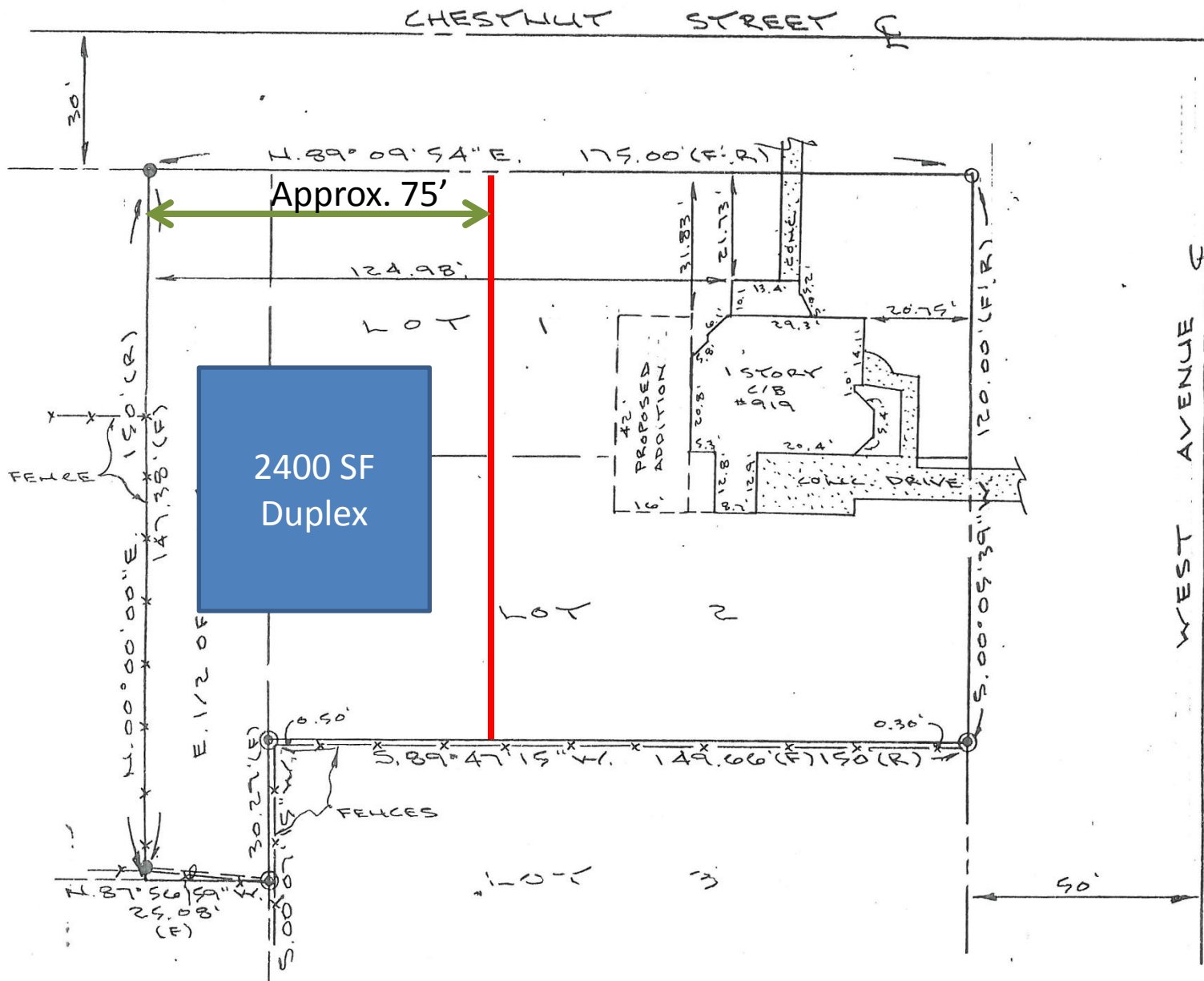
Location Map

Piora Rezoning – Chestnut & West Ave.



Zoning Designations:

- UT URBAN TRANSITION DISTRICT
- UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
- R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
- R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
- R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
- O-1 OFFICE DISTRICT
- C-1 LIGHT COMMERCIAL DISTRICT
- C-2 GENERAL COMMERCIAL DISTRICT
- CBD CENTRAL BUSINESS DISTRICT
- M-1 INDUSTRIAL DISTRICT
- CD COMMERCE DISTRICT
- PR PARKS AND RECREATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- AREAS NOT WITHIN THE CITY LIMITS





**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: 3/23/2015

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): DARYL PIORA

APPLICANT: DARYL PIORA

CONTACT PERSON: DARYL PIORA

Address: 919 Chestnut St

City: CLERMONT State: FL Zip: 34711

Phone: (407) 451-4122 Fax: _____

E-Mail: DARYLPIORA@YAHOO.COM

OWNER: DARYL PIORA

Address: 919 Chestnut St

City: CLERMONT State: FL Zip: 34711

Phone: (407) 451-4122 Fax: _____

Address of Subject Property: 919 Chestnut St. CLERMONT, FL.

Legal Description (include copy of survey): _____

CLERMONT INDIAN HILLS BLOCK 10+5
1/2, E 1/2 OF Lot 6 BLK 101
AK 11021577

Acres: 21,000 SQ Feet Land Use: MEDIUM DEN RES.
(City verification required)

Present Zoning: R-1 Proposed Zoning: R-2
(City verification required)



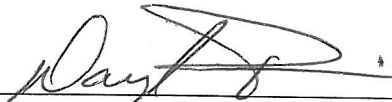
**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

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

What are you proposing to do that would require a rezoning?

I would like to construct a duplex on the
lot.

Daryl Piona
Applicant Name (print)

x 
Applicant Name (signature)

Daryl Piona
Owner Name (print)

x 
Owner Name (signature)

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 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. 2015-65

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

919 Chestnut Street
Alternate Key 1621577

LEGAL DESCRIPTION

Clermont Indian Hills, Block Lots 1, 2, east ½ of Lot 6, Block 101, being in 25-22-25 PB 8 PG 17 ORB 4440 PG 346.

FROM R-1 Single Family Medium Density
TO R-2 Medium Density

This request will be considered by the Planning & Zoning Commission on Tuesday, May 5, 2015 at 6:30 p.m.

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

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
April 28, 2015 and May 12, 2015