



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, April 11, 2023**

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. Each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor or by majority vote of the Council. To avoid disruption of the meeting, speakers should avoid inappropriate language, personal attacks and derogatory statements and direct comments to the Council. Everyone is requested to be respectful of each other even when we disagree. All public comments should be directed to the Council, and the issue at hand. Everyone should avoid personal attacks and derogatory statements. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

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 - Meeting Minutes

Consider approval of the March 14, 2023 Council Meeting and March 21, 2023 Workshop Minutes.

Item No. 2 - Surplus Request

Consider declaring surplus from the Parks & Recreation, and Fire Department and dispose of in accordance with the Procurement Policy.

Item No. 3 - Change Order and Budget Amendment Approval

Consider Change Order 1 to the Impact Fee Study contract with Raftelis Financial Consultants, Inc. for additional services required in the amount of \$9,300 along with a corresponding Budget Amendment to the Impact Fees (Recreation, Police, Fire, Water and Sewer).

Item No. 4 - Proposal Award

Consider award and term contract with Southern Cleaning Service, Inc. to acquire janitorial services for the Clermont Police Department for the amount of \$48,444 per year.

**Item No. 5 - Resolution No. 2023-014R
*Florida Boating Improvement Program***

Consider grant application submittal for the Meet Us In The Middle Plaza and 8th Street Docks project in the amount of \$100,000 with a 100% match.

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| Item No. 6 - Resolution No. 2023-015R | Consider corrective quit claim deeds for city property that was sold in 2017. |
| Item No. 7 - Event, Open Container and Road Closure Request
<i>Suntoberfest</i> | Consider allowing Suncreek Brewery to host event in downtown Clermont with street closures and open container allowance. |
| Item No. 8 - Event and Open Container Request
<i>Clermont Beer Festival</i> | Consider allowing the Craft Beer Association to have an open container area for their event on June 25, 2023 at Waterfront Park. |

UNFINISHED BUSINESS

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| Item No. 9 - Lien Forgiveness Request
<i>775 E. Juniata Street</i> | Reconsideration of the Council's action taken on October 11, 2022. |
| Item No. 10 - Resolution No. 2023-003R
<i>Micro-Hospital CUP</i> | Consider a Conditional Use Permit to allow a single building to exceed 5,000 square feet in the Tuscany Village Planned Unit Development. |
| Item No. 11 - Variance Request
<i>601 E. Desoto Street</i> | Consider allowing an existing residential front yard fence height to exceed the maximum 4-foot height. |
| Item No. 12 - Variance Request
<i>4448 Linwood Trace Lane</i> | Consider request to increase the maximum impervious surface residential lot coverage from 55 percent to 65 percent to allow pavers around an existing pool. |
| Item No. 13 - Ordinance No. 2023-010 <i>Final</i>
<i>Rooms To Go Annexation</i> | Consider annexation of a 2.07 acre parcel within the Johns Lake Landing Planned Unit Development. |
| Item No. 14 - Ordinance No. 2023-011 <i>Final</i>
<i>Ashley Furniture</i> | Consider annexation of a 5.12 acre parcel within the Johns Lake Landing Planned Unit Development. |
| Item No. 15 - Ordinance No. 2023-012 <i>Final</i>
<i>Wendy's</i> | Consider annexation of a 1.34 acre parcel within the Johns Lake Landing Planned Unit Development. |

NEW BUSINESS

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| Item No. 16 - Variance Request
<i>274 Crystal Lake Drive</i> | Consider reducing the front yard setback to construct an addition to an existing home. |
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Item No. 17 - Variance Request
Clermont West

Consider requests for a reduced front yard setback, landscape buffer width reduction and increase the number of ground signs permitted for a vacant commercial property located on S.R. 50 and west of Sandhill View Blvd.

Item No. 18 - Ordinance No. 2023-014 *Intro
Council Terms and Term Limits*

Consider the proposed referendum to amend the charter to increase Council Member terms from 2 to 4 years.

Item No. 19 - Ordinance No. 2023-015 *Intro
Executing Legal Instruments*

Consider proposed amendment to the city charter providing that the City Manager may execute legal instruments as authorized by the City Council.

Item No. 20 - Ordinance No. 2023-016 *Intro
Watercraft Rentals*

Consider amending Chapter 70, Waterways, Article III Regulations for Personal Watercrafts

ADJOURN

Public Notice

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Meeting agendas are available on the city website and are posted within the first floor of City Hall.

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
March 14, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, March 14, 2023 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Pines, Entsuah and Purvis.

Other City officials present were City Manager Bulthuis, City Attorney Mantzaris, and City Clerk Howe.

Absent: Council Member Gonzalez

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Police Chaplain James Pagano followed by the Pledge of Allegiance.

LAKE COUNTY BOARD REPORT

Lake County Commissioner Parks spoke about the ongoing County wide joint planning effort and expressed his appreciation to the City Manager, Mayor and Council for their participation. Mr. Parks stated that they are discussing the conservation strategy county wide and is looking forward to future meetings.

The County budget process has begun and Mr. Parks is hoping to allocate up to four percent (4%) for road projects. The Commission did vote to increase the Impact Fees in south Lake County starting October 1, 2023 which will become effective 60 days later.

A lot of growth is occurring in Lake County and the increased Impact fees will help fund road projects associated with development. There is road resurfacing that is needed and the penny sales tax will help with that.

Supportive of the “Meet Us in the Middle” project and will work with the city to help. If the City can get three Commissioners to agree, they can help with funding for the project.

There was discussion regarding lighting and the resurfacing of County roads.

Council Member Purvis spoke about funds available from the Federal Government and what could be done with that. Commissioner Parks stated that the County has applied for a program that could award upwards of \$1,000,000.00. The funds would first be used to identify safety issues and then the following year they could receive funding for projects stemming from the identified safety issues.

Sharon Keyes, 644 W. Osceola – Inquired about the Urban Partnership with the City.

Commissioner Parks said that he is not aware of the latest information but the County is open to an urban partnership through the Community Development Block Grant (CDBG).

Discussion ensued regarding solid waste in the County. They are aware of the issue and there is a plan in place to address it. If there are issues, he urged the public to email the County. For every missed pick up, the company is fined.

OPENING COMMENTS

City Manager Bulthuis informed the Council of the following agenda change:

Item No. 12- Variance Request, 4448 Linwood Trace Lane

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City Manager Bulthuis informed the Council this is a request to table this item to April 11, 2023.

Council Member Pines moved to table the Variance request to April 11, 2023; Seconded by Council Member Entsuah. Passed unanimously 4-0 with all members present voicing aye.

PUBLIC COMMENTS

There were no public comments.

REPORTS

CITY MANAGER REPORT

- City Manager Bulthuis asked Fire Chief Ezell and his team to come forward. Mr. Bulthuis stated that he had the pleasure of accompanying the Fire Department to Orlando to receive accreditation. We are the only Fire Department in Lake County who has this international accreditation.

Chief Ezell introduced Captain Cassler who elaborated on the accreditation process. It is a process of continuous improvement, to develop a plan and put in place for the next 3 to 5 years. There are only 309 Fire Departments in the world that have accredited status, 217 in the US and of those only 114 that have an ISO rating of 1 that we have.

- City Manager Bulthuis announced there will be a Council workshop on March 21 to talk about impact fees. State law has a provision that if Council finds extraordinary circumstances, the city has the ability to go to maximum impact fees without having a phased approach. Staff will recommend to Council to go to the maximum impact fees for Parks and Recreation, Water, Sewer, Police and Fire on new development. There will be two workshops then a first and second reading of the ordinance to adopt.
- The Police Department will be doing “Tip a Cop” at Texas Roadhouse tomorrow.
- Pups in the Park will be held at Lake Hiawatha on Saturday.
- City Manager Bulthuis had Parks and Recreation Director Forman come forward to review the watercraft rental business ordinance. The original ordinance was adopted in June 2021, staff reviewed the ordinance and provided a survey asking for the vendor’s feedback. Mr. Forman reviewed the results of the survey and stated one of the suggestions was to allow for stacking for two hours instead of the one the ordinance allows. Staff agrees with the change and will amend the ordinance accordingly.

Council Member Purvis requested to do the same review a year from now.

CITY ATTORNEY REPORT

Legislature initiated their session for this year. Asked Council for a consensus for the Mayor to send objection letters on the pending bills to the Governor, Speaker of the House, Senate President and Local Legislature.

SB 682 and HB 671 Residential Building Permits, would require the city to reduce the permit fee by 75% if an owner retains a private provider for plans review or building inspection services. Requires the city to notify a building permit applicant in writing within 3 days of submission if the application is not complete, if not done then the application would be deemed complete. Notify an applicant within 9 days after completed application if the city needs additional information and reduces the number of times the city can

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request additional information from three to two. If the timeframes are not met, then the application will be deemed approved.

CS/HB 401 Sovereign Immunity, Increases the statutory limits on liability for tort claims against the state, counties, cities, school districts, special districts and Community Development Districts. The current statutory limits for claims are \$200,000 per person and \$300,000 per incident. CS/HB 401 was amended to increase the caps for damages against state and local government entities to \$2,500,000 per person and \$5,000,000 per incident. SB 604 would increase the caps to \$400,000 per person and \$600,000 per incident. This bill would have an incredible impact on city resources. The League of Cities believes there may be an increase on the limits, but how much remains to be seen.

SB 798 and HB 975 Solid Waste Management. This bill provides that the local government's fee may not exceed the local government's administrative cost and that the fee must be commensurate with fees for other industries. The City Council approves franchise agreements for private haulers who use city streets to do solid waste collection.

City Manager Bulthuis spoke about HB 1331 which impacts the municipal water charges and surcharges and the ability to transfer those funds to the General Fund. SB 1380 subjects city water and sewer systems to the public service commission. Both bills would change how the city operates, 15% of water and sewer revenue is transferred to the General Fund. Mr. Mantzaris asked for letters of objection from the Mayor for the bills Mr. Bulthuis pointed out.

HB 439 Use and Development Regulations, the bill was amended and the objectionable piece was removed so no action will be needed at this time.

There are two bills the city is in support of and is requesting letters of support from the Mayor.

HB 7007 Security and Fire safety System Plans, saves from repeal the public record and public meeting exemption for security or fire safety system plans for any property owned by or leased to a government entity.

SB 842 Public Records/Reports of County or Municipal Code Violations, creates a public records exemption for the personal identifying information of a person reporting a potential code violation.

Consensus from Council was to send letters of objection for SB 682 and HB 671 Residential Building Permits, CS/HB 401 Sovereign Immunity and SB 798 and HB 975 Solid Waste Management and send letters of support for HB 7007 Security and Fire safety System Plans and SB 842 Public Records/Reports of County or Municipal Code Violations.

Mr. Mantzaris informed Council that he will be out of town at the next meeting and his partner Lindsay Greene will cover the meeting in his absence.

CITY COUNCIL REPORT

Council Member Entsuh – No report.

Council Member Pines –

- Congratulated the Fire Department on the accreditation.
- Congratulated the Police Department on their conviction of a drug dealer.
- Sommer Sports celebrated their 40th anniversary.

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Council Member Purvis –

- Congratulations to the Fire Department.
- Commended the staff at the Arts and Recreation Center.
- Attended the Tourist Development Council meeting last week.

Mayor Murry –

- Congratulations to the Fire Department on accreditation.
- Walked in the 5K with the Police Department.
- Tomorrow is coffee with the cops.
- Attended anniversary event for Sommer Sports.
- Attended Florida League of Mayors conference.
- Mayor's luncheon went well.
- Attended the opening of Little League baseball season.
- Thanked City Manager for educating the public on the Meet Us in the Middle project.

City Manager Bulthuis clarified the city does not rent out bikes along the bike path as it is not the role of city government to be in the rental business.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes

Consider approval of the minutes of the February 21, 2023 Council Workshop.

Item No. 2 – Bid Award
Public Services Trailer

Consider bid award to Nationwide Haul, LLC to purchase a 22-foot sludge dump trailer in the amount of \$60,253.

Item No. 3 – Bid Award
ARC Roof Replacement

Consider bid award to CMR Construction & Roofing, LLC to replace the existing roof at the Clermont Arts & Recreation Center in the amount of \$497,082 with an additional \$100,000 reserved for contingency.

Item No. 4 – Comprehensive Plan Proposal and Budget Amendment

Consider approval of East Central Florida Regional Planning Council proposal to redevelop the Comprehensive Plan and budget amendment in the amount of \$300,000.

Item No. 5 – Grant Acceptance and Budget Amendment

Consider acceptance of JAG C-8C201 grant for funds to purchase electronic equipment to create a strategic communications studio and a corresponding budget amendment.

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Item No. 6 – Grant Acceptance and Budget Amendment	Consider acceptance of a reimbursement grant and budget amendment in the amount of \$12,000 to fund the purchase of a camera and replacement carabiners.
Item No. 7 – Resolution No. 2023-009R	Consider approval of revisions to the Purchasing Policy.
Item No. 8 – Pay and Classification Schedule and Budget Amendment	Consider approval of a revised Pay and Classification Schedule, and performance evaluation/merit pay plan, and amend the budget for all funds effective April 10, 2023.
Item No. 9 – Amendment to Employment Contract	Consider updating the current employment contract for the City Manager.
Item No. 10 – Collective Bargaining Negotiations Team Request	Consider a negotiation team for the Clermont Police Officers Local 6013 and Sergeants Local 6014.

Dani Page pulled agenda Item No. 9 and Council Member EntsuaH pulled agenda Item No. 8 for further discussion.

Council Member EntsuaH moved to approve Consent Agenda Items 1-7 and Item No. 10; Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye.

Item No. 8 – Council Member EntsuaH asked City Manager Bulthuis to provide background on this item.

Mr. Bulthuis stated he was asked to look into the employee pay structure. The current starting wage for the city is \$12.16 an hour, the state has mandated that within two and a half years the minimum wage will be \$15.00 an hour. There are currently 486 positions in the city with 62 vacancies that are difficult to fill due to the wages the city of offering. Mr. Bulthuis spoke about raising the minimum pay and then the issue of compression. Finance and Human Resources worked with the City Manager on a formula to raise the minimum wage to \$15.00 while also raising the pay for all employees to help offset compression.

Council discussed their knowledge of the item.

Council Member EntsuaH moved to approve Consent Agenda Item 8; Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye.

Item No. 9 – Dani Page, Tuscany Ridge - expressed concern regarding the City Managers Contract.

Mr. Bulthuis reviewed the changes to the contract. The contract was changed to align the City Managers reviews with the reviews for the other departments in the City.

Council spoke about the City Managers review being public and done at City Council Meetings.

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Discussion ensued between Dani Page and Mr. Bulthuis regarding a conversation that was held at the Clermont City Center on the date of March 8, 2023.

Council Member Purvis moved to approve Item No. 9 as presented; Seconded by Council Member Pines.

Discussion was had regarding the possibility of a City Manager contract violation. City Attorney Mantzaris explained that City Managers are evaluated at every Council Meeting. City Council has the right with or without cause to evaluate and terminate the City Manager.

Passed unanimously 4-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 11 – Ordinance No. 2023-009, Land Development Code – Murals, Final Hearing

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; CHAPTER 102 SIGNS; AMENDING SECTION 102-26 “OTHER SIGNS”; PROVIDING FOR CONFLICT; SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS; RECORDING; PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Development Services Director Henschel presented the item. City staff is proposing a sign code change regarding murals. This proposed change will clarify the location of where murals may be placed. The current language in the code does not allow murals to be on the side of a building if the side fronts a right-of-way. The strikethrough language currently in the code is “The front building façade is determined as any façade facing a vehicular street right of way”. Staff is recommending to strike that sentence and allow the placement of murals on the side of buildings. Murals proposed for the front of buildings will remain prohibited.

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

Council spoke about signs and the difference between a mural and a sign. City Manager Bulthuis stated that the first mural is currently going up on the art walk.

Council Member Entsuh moved to approve Ordinance No. 2023-009; Seconded by Council Member Pines. The motion passed by roll call vote 4-0.

NEW BUSINESS

Item No. 12 – *This item was addressed earlier in the meeting and tabled to the April 11, 2023 meeting.*

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Item No. 13 – Variance Request, 1160 Lakeview Drive

Development Services Director Henschel presented the variance request to allow for a driveway apron that was constructed without a permit to remain as existing. The property is located at 1160 Lakeview Drive in the Lakeview Height Subdivision. The property zoning is R-2 Medium Density Residential and has a Future Land Use designation is Low Density Residential. The Land Development Code, Section 54.78 allows the maximum width of a residential driveway access to an off-street parking shall be 20 feet for two-way vehicular movement and ten feet for one-way. The existing parking pad/apron was constructed without an approved permit, which is a violation of city codes. The applicant is seeking a resolution to bring the property into code compliance. The code requires all construction, regardless of scope of work, must comply with specific requirements and standards for any type of driveway, parking additions, or modifications of any new/or existing dwelling units or structures. The construction plans must be reviewed and approved prior to the issuance of a building permit for any alterations or changes to the property. In addition, the completion of the work must be inspected for final approval.

Staff finds the proposed parking pad/driveway apron constructed without a permit does not comply with City Codes. The concrete pad surface area could be considered as intrusive and out of character with other properties in the neighborhood. Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all of the five review criteria. Therefore, staff recommends denial of the requested variance.

The Property Manager, Leslie Campasano, was in attendance on behalf of the owner. The tenant constructed the apron, part of the code violation is that there was a permit needed. If Council denies the request, the tenant will tear it out and then will vacate the property. If council approves the request, then the owners will serve the tenant to vacate. Ms. Campasano is in attendance to hear the decision so that the owners of the property know how to proceed.

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

Council Member Entsuh moved to deny the variance request; Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye.

Item No. 14 – Ordinance No. 2023-006, LDC Amendment, Introduction

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 38; ADDING SECTION 38.5 LAKEFRONT PROPERTIES PARKING AND STORAGE FOR BOATS; PROVIDING FOR CONFLICT, SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Council Member Entsuh moved to introduce Ordinance No. 2023-006; Seconded by Council Member Pines. Passed unanimously 4-0 with all members present voicing aye.

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Item No. 15 – Ordinance No. 2023-007, LDC Amendment, Introduction

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 122 ZONING; SECTION 122-342 SPECIAL SETBACKS; PROVIDING FOR CONFLICT; SEVERABILITY; CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS; RECORDING; PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Council Member Entsuaah moved to introduce Ordinance No. 2023-007; Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye.

Item No. 16 – Ordinance No. 2023-010, Rooms to Go Annexation, Introduction

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Council Member Entsuaah moved to introduce Ordinance No. 2023-010; Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye.

Item No. 17 – Ordinance No. 2023-011, Ashley Furniture, Introduction

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Council Member Entsuaah moved to introduce Ordinance No. 2023-011; Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye.

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Item No. 18 – Ordinance No. 2023-012, Wendy's, Introduction

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Council Member Entsuh moved to introduce Ordinance No. 2023-012; Seconded by Council Member Purvis. Passed unanimously 4-0 with all members present voicing aye

ADJOURN: With no further comments, this meeting adjourned at 8:13pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

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MINUTES
CITY COUNCIL WORKSHOP
March 21, 2023

CALL TO ORDER

The City Council met in a workshop session on Tuesday, March 21, 2023 in the Clermont City Council Chambers. The workshop was called to order at 6:30 pm with the following Council Members present: Mayor Murry, Council Members Pines, Gonzalez, and Purvis.

Not Present: Council Member Entsuh

Other City officials present were City Manager Bulthuis, City Attorney Mantzaris, and Deputy City Clerk Wisniewski.

OPENING COMMENTS

Mayor Murry stated that the workshop is to provide an overview of the impact fee study and the extraordinary circumstances necessitating the need to exceed the phase-in limitations for possible increases in police, fire, water and sewer and parks and recreation impact fees. The workshop will be the first of two workshops held to comply with the requirements of Florida Statute. The workshops will provide the City Council and the public an opportunity to review the justification of extraordinary circumstances necessitating the need to exceed the phase-in limitations for police, fire, water and sewer and parks and recreation impact fees.

City Manager Bulthuis explained that the city hired Raftelis to perform a study on impact fees for new development. In order to change impact fees, the city has to hold two workshops and two public hearings. If Council finds there to be extraordinary circumstances then the city can adopt the rates at the higher level instantly rather than phase them in over years. The Police Department, Fire Department and Wastewater Department will provide an explanation of meeting the definition of extraordinary circumstance.

AGENDA ITEM

Police, Fire, Water and Sewer; and Parks and Recreation Impact Fee

Development Services Director Henschel gave an overview of development happening around the city. He spoke about upcoming developments, future developments and developments that have been approved in the past that are not finished. Wellness Way will bring in 19,000 homes once fully developed, the remainder of the city is about 8,000 homes to be developed.

Fire Chief Ezell gave an overview of their 5 year Capital Improvement Plan. The Interlocal Service Boundary Area agreement that the department has with Lake County makes the service area more than just inside the city limits. Chief Ezell spoke on the challenges that require the extraordinary circumstances such as fire trucks taking longer to build, price increases and construction costs have doubled.

Police Chief Broadway provided an overview of police zones prior to the annexation of Wellness Way and then including the Wellness Way area which adds two new zones. With adding two zones, there will be a need for four new officers which includes uniforms and vehicles. There will also be a need for additional supervisors to maintain additional officers.

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With the anticipated growth, there will be a need for thirty (30) additional officers within the next few years. Chief Broadway stated the reasons for extraordinary circumstances which includes: vehicles that cost \$65,000 to \$70,000 fully equipped, mobile command post, training facility and substation to provide service to all areas of the city.

Public Services Director Brunson gave the history of the wastewater treatment plant. He spoke about the sewer service area and an overview of the boundary for wastewater service area. Mr. Brunson reviewed the wastewater treatment plant project and expansion. The bid for the project was \$19,000,000.00 in 2017 to \$48,000,000.00 in 2022 for construction. The project will take thirty (30) months to complete and will be fully operational in 2026.

City Manager Bulthuis provided statistics on the number of annexations approved over the years. In the last three years, the City Council approved a couple hundred annexations. In the five years prior, Council approved 7,000 homes. There was discussion regarding the water capacity and the number has risen year over year due to the growing population.

Murry Hamilton, Vice President of Raftelis, introduced himself and explained the study his company preformed. Raftelis updated the fee studies in 2008, 2014 and were retained last year to update the current study. Impact fees are paid by new development, redevelopment and expansions. Impact fee rates may not be adjusted more than once every four years.

Mr. Hamilton spoke about the legal considerations, including the Florida Impact Fee Act and new limitations on increasing impact fees. Cities should be doing an impact fee study every four years. There was discussion on impact fee criteria, the methodology of fee calculation and extraordinary circumstances.

Mr. Hamilton reviewed the current and proposed impact fees for water, wastewater, police, fire and parks and recreation. The recommendation after the rate study was done is to adopt the proposed impact fees, review fees every four years and provide 90 days between the city's approval and effective date.

City Manager Bulthuis stated that the next workshop will be on April 18. The rates will go into effect 90 days after approval, which would be in August.

Discussion ensued regarding when the impact fees being charged when getting a building permit. City Attorney Mantzaris stated this is a legislative action, findings are made based on the information presented. This will be presented to Council by ordinance which will contain findings of extraordinary circumstances. There is a new impact fee bill pending in legislature.

Council questioned how the city would be affected if someone were to challenge the city's reasoning for extraordinary circumstances. Mr. Mantzaris explained that the fees are adopted by ordinance so someone could challenge the ordinance to the City Council. There would be no change in the fees increasing, it would change the timeframe that the fees can be increased, if someone challenged and won.

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
March 21, 2023

Council Member Purvis left the workshop at 8:05pm.

Mayor Murry opened public hearing.

Otis Taylor, 3686 Caladesi Rd – spoke in support of the increase.

Arthur Padoan, 4079 Greystone Dr. - spoke in support of the increase stating developers need to pay their fair share.

Mayor Murry closed the public hearing.

CLOSING COMMENTS

Deputy City Manager Davidoff thanked Raftelis and the team working on this study. City Manager Bulthuis stated that staff is looking for direction from Council to move forward with extraordinary circumstances. The consensus from Council is to continue to move forward on this path with raising the impact fees.

City Manager Bulthuis brought up HB 1331, water and sewer that was discussed at the previous council meeting. Mr. Mantzaris explained that the bill passed committee, appears that a city can still transfer money from the water and sewer fund to the general fund. The bill has changed from the initial presentation, the formula used for transfer rate is the same formula the Public Service Commission uses. The maximum amount a city can take from water and sewer to transfer to the general fund would be between 10% and 10.5%. The companion bill in the senate was removed from the committee it was in which will slow down the process of this bill. If the bill passes, the change would take effect immediately. This is the third year a bill like this has been up for consideration.

City Manager Bulthuis made Council aware that the budget process will start around June for this year. They discussed the required ethics training for council members. City Attorney Mantzaris spoke about a bill that will affect the financial reporting for Council and the City Manager.

ADJOURN: With no further comments, this workshop adjourned at 8:28 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, April 11, 2023														
Agenda Item Name														
Surplus Request														
Requested Action														
Recommend approval and declare end of life inventory as surplus from the Parks and Recreation Department and the Fire Department and dispose of in accordance with the Purchasing Policy.														
Staff Report														
The Procurement Services Department, on behalf of the Parks and Recreation Department, and the Fire Department, recommends approval of the above action. The following inventory has reached its end of life service and approval to surplus these items is being requested. <u>Parks and Recreation Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(2)</td> <td>Large Theatrical Projectors</td> </tr> <tr> <td>(1)</td> <td>Broken Hancock Softball Scoreboard</td> </tr> </table> <u>Fire Department</u> <table border="0"> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(44)</td> <td>Expired Bunker Coats</td> </tr> <tr> <td>(43)</td> <td>Expired Bunker Pants</td> </tr> </table> Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.			Qty.	Property Description	(2)	Large Theatrical Projectors	(1)	Broken Hancock Softball Scoreboard	Qty.	Property Description	(44)	Expired Bunker Coats	(43)	Expired Bunker Pants
Qty.	Property Description													
(2)	Large Theatrical Projectors													
(1)	Broken Hancock Softball Scoreboard													
Qty.	Property Description													
(44)	Expired Bunker Coats													
(43)	Expired Bunker Pants													
Additional Analysis														
Fiscal Impact Summary														
Surplus property is anticipated to be sold for approximately \$500.00														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
1.	Fire Disposal Form	Fire Disposal Form.pdf												
2.	Parks and Recreation Disposal Form	Parks and Recreation Disposal Form.pdf												



PROPERTY DISPOSAL FORM

Dept. / Division: FIRE/FIRE Property Tag #:

Contact Person: Chuck Chapman Phone: 352-801-5919

Year / Make / Model: See Attached List Vehicle No.

Miles / Hours: Serial / VIN: See Attached List

Description of Property	Bunker Coats (44) Bunker Pants (43)
-------------------------	-------------------------------------

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

[x] OBSOLETE: Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ OTHER: _____

DocuSigned by:
Director Signature: David Ezell Date: 3/20/2023
DA DCB525C158496...

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Purchasing Director: _____ Date: _____

Munis Asset Number: _____

Revised 4/12/2017

PPE Retired Gear List - as of: 03-17-2023

USER	TYPE	SERIAL#	ID#	MFR	MODEL	SIZE	DESCRIPTION	RETIRED
Unassigned	COAT	4266279	--	--	--	--	Set 1	05/10/2022
Unassigned	PANTS	4271961	--	--	--	--	Set 1	05/10/2022
Unassigned	PANTS	4152806	--	Globe	IH778410	--	Set 2	05/10/2022
Unassigned	COAT	4266299	--	Globe	IH778410	--	Set 1	12/27/2022
Unassigned	COAT	--	--	Globe	--	--	Set 2	12/27/2022
Unassigned	PANTS	4271987	--	Globe	IH778410	--	Set 1	12/27/2022
Unassigned	PANTS	--	--	Globe	--	--	Set 2	12/27/2022
Aponte, Hector	COAT	4266308	--	Globe	IH778410	36 x 28	Set 1	12/27/2022
Aponte, Hector	COAT	4113350	--	Globe	IH778410	42 x 29	Set 2	12/27/2022
Aponte, Hector	PANTS	4271934	--	Globe	IH778410	36 x 28	Set 1	12/27/2022
Aponte, Hector	PANTS	4110298	--	Globe	IH778410	42 x 29	Set 2	12/27/2022
Bennett, Ryan	COAT	4266301	--	Globe	IH778410	44 x 32	Set 2	12/27/2022
Bennett, Thomas	COAT	4266260	--	Globe	IH778410	--	Set 2	12/27/2022
Bennett, Thomas	PANTS	4271969	--	Globe	--	--	Set 2	12/27/2022
Bull, Bryan	COAT	4266826	--	Globe	IH778410	--	Set 2	12/27/2022
Bull, Bryan	PANTS	4271942	--	Globe	IH778410	--	Set 2	12/27/2022
Casler, Frederick	COAT	4261602	--	Globe	IH778410	46 x 32	Set 2	12/27/2022
Casler, Frederick	PANTS	3582131	--	Globe	IH778410	40 x 30	Set 2	12/27/2022
Chapel, Jeffrey	COAT	4153291	--	Globe	IH778410	--	Set 2	04/21/2022
Davis, Brian	COAT	4266268	--	Globe	IH778410	46 x 32	Set 1	12/27/2022
Davis, Brian	COAT	4195162	--	Globe	IH778410	46 x 32	Set 2	12/27/2022
Davis, Brian	PANTS	4271981	--	Globe	IH778410	40 x 30	Set 1	12/27/2022
Davis, Brian	PANTS	4195160	--	Globe	IH778410	40 x 30	Set 2	12/27/2022
Ennis, Christopher	COAT	4266256	--	Globe	--	42 x 32	Set 2	12/27/2022
Ennis, Christopher	PANTS	4271986	--	Globe	--	34 x 32	Set 2	12/27/2022
Fagan, Jonathan	COAT	4266263	--	Globe	IH778410	--	Set 2	04/21/2022
Fagan, Jonathan	PANTS	4516887	--	Globe	IH778410	--	Set 2	12/27/2022
Hage, Steven	PANTS	4152802	--	Globe	IH778410	40 x 28	Set 2	12/27/2022
Hanlon, Jonathan	COAT	4266298	--	Globe	--	--	Set 2	12/27/2022
Hanlon, Jonathan	PANTS	4271985	--	Globe	--	--	Set 2	12/27/2022
Hoffman, Talan	PANTS	4271982	--	Globe	IH778410	40 x 28	Set 2	12/27/2022
Hook, Josiah	COAT	4153294	--	Globe	IH778410	--	Set 2	04/21/2022
Hook, Josiah	PANTS	4271978	--	Globe	IH778410	--	Set 2	12/27/2022
Hyatt, Daryl	COAT	4266262	--	Globe	G-Xtreme	--	Set 1	12/27/2022
Hyatt, Daryl	COAT	4153288	--	Globe	G-Xtreme	--	Set 2	12/27/2022
Hyatt, Daryl	PANTS	4271948	--	Globe	G-Xtreme	--	Set 1	12/27/2022
Hyatt, Daryl	PANTS	4152804	--	Globe	G-Xtreme	--	Set 2	12/27/2022
King, Chris	COAT	4152807	--	Globe	IH778410	46 x 32	Set 1	12/27/2022
King, Chris	COAT	--	--	--	--	--	Set 2	12/27/2022
King, Chris	PANTS	4262671	--	Globe	IH778410	44 x 30	Set 1	12/27/2022
King, Chris	PANTS	--	--	Globe	--	--	Set 2	12/27/2022
Lent, Judd	COAT	4266257	--	Globe	IH778410	--	Set 2	12/27/2022
Lent, Judd	PANTS	4271940	--	Globe	IH778410	--	Set 2	12/27/2022
Marra, Peter	PANTS	4271979	--	Globe	IH778410	44 x 32	Set 2	12/27/2022
Marra, Peter	COAT	4266258	--	Globe	IH778410	38 x 30	Set 2	12/27/2022

Massicotte, Timothy	COAT	2466277 --	Globe	IH778410	48 x 32	Set 2	12/27/2022
Massicotte, Timothy	PANTS	4271946 --	Globe	IH778410	40 x 28	Set 2	12/27/2022
McCorkle, Blake	COAT	3991727 --	Globe	IH778410	44 x 32	Set 4	12/27/2022
McCorkle, Blake	PANTS	3991730 --	Globe	IH778410	44 x 30	Set 4	12/27/2022
Moore, William	COAT	4271970 --	Globe	IH778410	46 x 30	Set 2	12/27/2022
Moore, William	PANTS	4266270 --	Globe	IH778410	42 x 30	Set 2	12/27/2022
Ness, Jason	COAT	4266264 --	Globe	IH778410	--	Set 1	12/27/2022
Ness, Jason	COAT	4113348 --	--	--	--	Set 2	12/27/2022
Ness, Jason	PANTS	4271950 --	Globe	IH778410	--	Set 1	12/27/2022
Ness, Jason	PANTS	4110301 --	--	--	--	Set 2	12/27/2022
Nichols, Wayne	COAT	4266267 --	Globe	IH778410	44 x 30	Set 2	04/21/2022
Nichols, Wayne	PANTS	4271951 --	Globe	IH778410	36 x 30	Set 2	12/27/2022
Nickerson, Aaron	COAT	4266289 --	Globe	IH778410	44 x 30	Set 2	12/27/2022
Nickerson, Aaron	PANTS	4771952 --	Globe	IH778410	36 x 30	Set 2	12/27/2022
Pacheco, Jimmy	COAT	4266278 --	Globe	IH778410	--	Set 2	04/21/2022
Pacheco, Jimmy	PANTS	4271971 --	Globe	IH778410	--	Set 2	12/27/2022
Padgett, Scott	COAT	4266281 --	Globe	IH778410	--	Set 2	12/27/2022
Padgett, Scott	PANTS	4271959 --	Globe	IH778410	--	Set 2	12/27/2022
Plasters, Jeremiah	COAT	4266309 --	Globe	IH778410	--	Set 2	12/27/2022
Plasters, Jeremiah	PANTS	4271941 --	Globe	IH778410	--	Set 2	12/27/2022
Sanders, Tim	COAT	4266293 --	Globe	GXTREME	46/32	Bunker Coat	12/27/2022
Sanders, Tim	PANTS	4271983 --	Globe	GXTREME	40/30	Bunker Pants	12/27/2022
Smith, Steven	COAT	4271976 --	Globe	IH778410	--	Set 2	12/27/2022
Smith, Steven	PANTS	4271938 --	Globe	IH778410	--	Set 2	12/27/2022
Smith, Timothy	COAT	4271938 --	Globe	IH778410	40 x 34	Set 2	12/27/2022
Smith, Timothy	COAT	4266303 --	Globe	IH778410	--	Set 2	04/21/2022
Strange, Erik	COAT	4266304 --	Globe	IH778410	--	Set 2	12/27/2022
Strange, Erik	PANTS	4271972 --	Globe	IH778410	--	Set 2	12/27/2022
Stromberg, Russell	COAT	4266259 --	--	IH778410	44 x 32	Set 1	12/27/2022
Stromberg, Russell	COAT	4263289 --	--	IH778410	44 x 32	Set 2	12/27/2022
Stromberg, Russell	PANTS	4271968 --	--	IH778410	36 x 30	Set 1	12/27/2022
Stromberg, Russell	PANTS	4152999 --	--	IH778410	36 x 30	Set 2	12/27/2022
Thompson, Kenneth	COAT	4266307 --	Globe	IH778410	--	Set 2	12/27/2022
Thompson, Kenneth	PANTS	4271932 --	Globe	IH778410	--	Set 2	12/27/2022
Tilton, Jeremy	COAT	4271960 --	Globe	IH778410	--	Set 2	12/27/2022
Tilton, Jeremy	PANTS	4266273 --	Globe	IH778410	--	Set 2	12/27/2022
Vollmer, Ryan	COAT	4266275 --	Globe	--	42 x 32	Set 2	04/21/2022
Vollmer, Ryan	PANTS	4271935 --	Globe	--	38 x 30	Set 2	12/27/2022
Warren, Micah	COAT	4266259 --	Globe	IH778410	--	Set 2	12/27/2022
Warren, Micah	PANTS	4271979 --	Globe	IH778410	--	Set 2	12/27/2022
Watkins, Adam	COAT	4266300 --	Globe	--	--	Set 2	12/27/2022
Watkins, Adam	PANTS	4271949 --	Globe	--	--	Set 2	12/27/2022



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/P&R Property Tag #:
Contact Person: Brian Forman Phone: 352-708-5999
Year / Make / Model: 2017 Vehicle No. N/A
Miles / Hours: N/A Serial / VIN:
Description of Property Hancock Softball Scoreboard

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 3/29/23

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

Revised 4/12/2017



PROPERTY DISPOSAL FORM

Dept. / Division: Parks and Rec Property Tag #:
Contact Person: Jon Sausan Phone: 352-708-5902
Year / Make / Model: 2008 Sharp XG-PG10X Vehicle No.
Miles / Hours: Serial / VIN: 808411423
Description of Property Large Theatrical Projector

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☒ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: [Signature]

Date: 12/27/22

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:

Revised 4/12/2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 11, 2023		
Agenda Item Name		
Change Order and Budget Amendment Approval		
Requested Action		
Requesting approval of Change Order 1 to the Impact Fee Study contract with Raftelis Financial Consultants, Inc. in the amount of \$9,300 along with a Budget Amendment to the Impact Fee Funds (Recreation, Police, Fire, Water, and Sewer).		
Staff Report		
Additive change order No. 1 includes additional services for the impact fee study project. The total amount of the change order is \$9,300. This change order is due to the increased scope of the project as well as the state requirements for extraordinary circumstances. The change order is for additional services that were not part of the original project budget and will be incorporated into a future budget amendment to the Impact Fee Funds (Recreation, Police, Fire, Water, and Sewer) in equal amounts.		
Additional Analysis		
Fiscal Impact Summary		
A total amount of \$60,000 had been budgeted for this item. A budget amendment will be required to the Impact Fee Funds (Recreation - 140, Police - 150, Fire - 160, Water - 430, and Sewer -440) in equal amounts (\$1,860 each).		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Change Order 1	Change Order 1.pdf	

CHANGE ORDER FORM

Contract / P.O. Number: 2022-046 / 20232172

Bid Number: RFP 22-021

Change Order Number: 1

Change Order Date: Mar 23, 2023

Project Name: Impact Fee Study

Department: City Manager

Job Location: City of Clermont

VENDOR INFORMATION:

Company Name: Raftelis Financial Consultants, Inc.

Address: 341 N. Maitland Avenue, Suite 300

City, St., Zip: Maitland, FL 32751

Contact Name: Murray Hamilton

Telephone: (407) 628-2600

DESCRIPTION OF CHANGE:

Alteration, deviation, addition, or deletion caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary).

Additive change order in the total amount of \$9,300 for additional services. See attached change order details.

ITEM		AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$ 60,000.00
B.	AMOUNT OF THIS CHANGE ORDER: <i>Must be within the overall scope of services in accordance with contract specifications.</i>	\$ 9,300.00
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	% 15.5%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 9,300.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>10% Maximum</i>	% 15.5%
G.	NEW CONTRACT VALUE (A+E)	\$ 69,300.00

This Change Order is not valid without the following signatures:

CONTRACTOR Date

PROJECT ARCHITECT / ENGINEER Date

DEPARTMENT DIRECTOR Date

PROCUREMENT DIRECTOR /
CITY MANAGER Date

Council approval is required if change order(s): 1) exceeds \$49,999; 2) exceeds the greater of \$100,000 OR 10% of the original contract amount for construction projects; 3) the funds are not available in the approved budget for the department.

CITY OF CLERMONT

ATTEST:

MAYOR Date

CITY CLERK Date



March 22, 2023

Mr. Scott Davidoff, CPRP.
Deputy City Manager
City of Clermont
685 West Montrose Street
Clermont, FL 34711

Subject: **Addendum to Impact Fee Study – Request for Additional Funding**

Dear Mr. Davidoff:

As you are aware, Raftelis Financial Consultants, Inc. (Raftelis) is currently working with the City of Clermont (the “City”) on a water and wastewater, police, fire, and recreational services impact fee study. While we made every effort to perform our consulting services within the confines of our initial budget for this study, we exceeded our budgets as a result of delays in the project, having to spend more time developing our analyses, and attendance of an additional onsite extraordinary circumstance meeting scheduled for April 18th, 2023 that was not included in the original project scope. The project was initiated in July 2022 and is presently in its final stages. The primary reasons for the additional hours spent on the projects due to these delays were as follows:

- 1) For recreation services, we received multiple variations of fixed asset records and park/activity inventories necessary for evaluation. Due to the extra time spent to reconcile the historical records in preparation for our on-site meeting, our overage was approximately \$2,100.
- 2) For police and fire services, we were not anticipating the detailed analysis and sampling required for alternative fee structures which the City introduced as a study objective early on, after our project was awarded. Due to the time spent researching and comparing the alternative methods, formulating scenarios for the City that we felt were defensible and providing a crosswalk between current and proposed fee classes, our overage was approximately \$3,300.
- 3) Attendance of an additional onsite meeting in support of extraordinary circumstance findings and related preparations, approximately \$3,900.

Because of the additional time described above that was not contemplated in our original cost estimate, we are respectfully requesting an increase of \$9,300 to our impact fee study contract budget. This request could be itemized as follows:

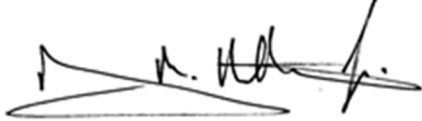
Utility and Municipal Impact Fee Study – R-1060FL22.02	
Description	Amount – Raftelis Contract
Initial Contract Budget	\$60,000.00
Amendment No. 1	<u>9,300.00</u>
Total Amended Contract Budget	<u>\$69,300.00</u>

We appreciate the City’s consideration of our request for additional funding. If this request meets your approval, please notify us by signing below. Please return a signed copy to Raftelis and upon receipt of the signed agreement we will consider the receipt of the executed addendum by the City as our authorization to send our final invoices at the conclusion of the project. In the meantime, if you have any questions with our request for additional funding, please do not hesitate to give me a call.

Mr. Mark Shaeffer
City of Clermont
March 22, 2023
Page 2

Very truly yours,

Raftelis Financial Consultants, Inc.



Murray H. Hamilton
Vice President

ACCEPTED BY:

City of Clermont, Florida

Name

Title

Date



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 11, 2023		
Agenda Item Name		
Proposal Award		
Requested Action		
Requesting approval of term contract between the City of Clermont and with Southern Cleaning Service, Inc. to acquire janitorial services for the Clermont Police Department.		
Staff Report		
The evaluation committee recommends approval of the above action. The Procurement Services Department issued a Request for Proposal (RFP) number 23-035 on March 2, 2023 to obtain the services of a qualified company to provide janitorial services at the Clermont Police Department. The RFP was fully competed, advertised, and complied with the City of Clermont Procurement Policy. There were six (6) responses to the RFP. An evaluation committee composed of four (4) City staff members (three voting members and one non-voting member) reviewed, scored and ranked the proposals. Southern Cleaning Service, Inc. was the top-ranked company selected for their qualifications, price, and experience. The current cleaning services contract was \$57,153 per year and with the new contract, the annual cost will be \$48,444, a difference of \$8,709. The award recommendation is being made to the most qualified respondent Southern Cleaning Service, Inc. The award includes an initial three (3) year agreement.		
Additional Analysis		
Fiscal Impact Summary		
The amount of \$57,154 is in the current year's budget. Department Account Code: 10521-53402		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFP 23-035 Evaluation Summary	RFP 23-035 Evaluation Summary.pdf	
2. RFP 23-035 Notice of Intent to Award	RFP 23-035 Notice of Intent to Award.pdf	
3. Cost of Services	Cost of Services.pdf	



EVALUATION SUMMARY

RFP No. 23-035

Janitorial Services for the Clermont Police Department

PHASE 1

EVALUATORS

Name	Title
Debbie Arroyo	Quartermaster
Diane Carter	Administrative Assistant
Jason Sayre	Lieutenant
Freddy Suarez	Procurement Director (non-voting)

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
SCSI, Southern Cleaning Service Inc	75.5	83.5	97	85.33
City Wide Facility Solutions	52	84.5	93	76.5
Padegenis Cleaning Inc	69.5	58.5	92	73.33
American Janitorial, Inc.	66.5	49	98.5	71.33
Clean Space inc	53	63	90.5	68.83
Sunshine Enterprise USA LLC	47	24	91.5	54.17

EVALUATION TABULATION

RFP No. RFP 23-035

Janitorial Services for the Clermont Police Department

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Introduction Letter 0-10 Points (10%)	License & Insurance Pass / Fail 5 Points (5%)	Company Background 0-10 Points (10%)	Company Project Experience 0-10 Points (15%)	Personnel Experience 0-10 Points (15%)	Methodology and Approach 0-10 Points (15%)	Cost of Services 0-10 Points (15%)	Business Location 0-5 Points (5%)	Quality of Submittal 0-10 Points (10%)	Total Score (Max Score 100)
SCSI, Southern Cleaning Service Inc	8.3	100%	8.3	9	8.3	8.7	9.3	2	8.7	85.33
City Wide Facility Solutions	8	100%	7.3	7.7	7.3	7.7	8.3	2	7.7	76.5
Padegenis Cleaning Inc	7.7	100%	7.3	8	7.7	7.3	6.3	2	7.3	73.33
American Janitorial, Inc.	6.3	100%	7	7.7	6.7	5.7	8	5	6	71.33
Clean Space inc	7.3	100%	7.3	7.7	6.7	6.7	6	2	6.7	68.83
Sunshine Enterprise USA LLC	5.3	100%	5.7	5.3	5.3	5.3	4.3	2	5.7	54.17

MEETING SUMMARY

The Evaluation Committee met on March 30, 2023, at 11:00 am. to discuss the proposals. The scoring of the proposals was done individually by each evaluator through OpenGov. At the time of the meeting, the Procurement Services Director provided the score summary to the committee and proceeded to review the scores. The Evaluation Committee agreed on the score summary and opted to rank the proposals in the same order. The Evaluation Committee is recommending an award to Southern Cleaning Service, Inc. (SCSI).



NOTICE OF INTENT TO AWARD
RFP No. RFP 23-035
Janitorial Services for the Clermont Police Department

RESPONSE DEADLINE: March 2, 2023 at 2:00 pm

Thursday, March 30, 2023

After the careful and thorough review of all responses received to solicitation number RFP 23-035 titled Janitorial Services for the Clermont Police Department, the City hereby issues this Notice of Intent to Award to the following company:

Southern Cleaning Service, Inc. (SCSI)

Sincerely,

Freddy L. Suarez, MPA, CPPB

Procurement Services Director

City of Clermont

SECTION – G
COST OF SERVICES

L.N.	Description / Location	Price Per Month	Annual Price (Price Per Month x 12)
1	Clermont Police Department, 3600 YS Hwy 27, Clermont, FL 34711	\$4,037.00	\$48,444.00
Total Annual Price			\$48,444.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 11, 2023		
Agenda Item Name		
Resolution No. 2023-014R <i>Florida Boating Improvement Program</i>		
Requested Action		
Recommend approval of Resolution 2023-14R		
Staff Report		
The staff is requesting approval to submit a grant application for assistance under the Florida Boating Improvement Program ("FBIP"). The funding for this application will be utilized for the Meet Us In The Middle Plaza and 8th Street Docks project. The grant amount is \$100,000 with a 100% match.		
Additional Analysis		
Fiscal Impact Summary		
Funding in the amount of \$3,000,000 in Parks and Recreation impact fees has been allocated in the approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2023-014R - FBIP grant for 4_11_22	Resolution 2023-014R - FBIP grant for 4_11_22.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2023-014R

A RESOLUTION OF THE CITY OF CLERMONT, FLORIDA PROVIDING FOR AUTHORIZATION FOR THE CITY TO MAKE AND SUBMIT A GRANT APPLICATION FOR ASSISTANCE UNDER THE FLORIDA BOATING IMPROVEMENT PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

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

SECTION 1: LEGISLATIVE FINDINGS AND INTENT

(a). The City of Clermont has complied with all requirements and procedures of Florida law in processing and advertising this Resolution.

(b). The City of Clermont, Florida, is interested in applying for project and grant approval, receiving and accepting grant funds, and carrying out a project for the enjoyment of the citizens of the City of Clermont and the State of Florida which project will have a multiplicity of benefits to the City and the State which project is commonly known as and referred to as the "Meet Us In The Middle Plaza and 8th Street Docks" project.

(c). Financial assistance from the Florida Boating Improvement Program (FBIP) is essential to the implementation of the development of the Meet Us In The Middle Plaza and 8th Street Docks project.

(d). The City of Clermont has developed and maintained a very good relationship with the State of Florida and its agencies over the years and the City and State have worked well together in grant and funding relationships for the benefit of the State of Florida and its public welfare.

SECTION 2: APPROVAL OF FBIP GRANT

(a). The City Council of the City of Clermont hereby approves the FBIP grants for the design and permitting of the Meet Us In The Middle Plaza and 8th Street Docks project.

(b). The City Manager is authorized to make application and re-application, as needed, to the State of Florida under the FBIP grant program in the amount of \$100,000.00 on behalf of the City in order to obtain partial funding from the State of Florida for the Project. The City will provide a 100% match in the amount of \$100,000.00 towards completion of the project.



CITY OF CLERMONT
RESOLUTION NO. 2023-014R

(c). The City Manager is authorized to encumber matching funds in the amount of \$100,000.00 on behalf of the City in order to obtain funding, as referenced herein, from the State of Florida for the Meet Us In The Middle Plaza and 8th Street Docks project.

SECTION 3: COVENANTS OF THE CITY OF CLERMONT

(a). The City of Clermont certifies to the State of Florida and agrees that:

(1). The City will accept the terms and conditions set forth in FBIP grant Agreement.

(2). The City has the ability and intention to finance the cost of the Meet Us In The Middle Plaza and 8th Street Docks project and that the Project will be operated and maintained at the expense of the City for public use.

(3). The City will not discriminate against any person on the basis of race, color, religion, disability, or national origin in the use of any property or facility acquired or developed pursuant to the FBIP grant for the Project and shall comply with the terms and intent of the Title VI of the *Civil Rights Act of 1964*, Public Law 88-352 (1964) and all other controlling law. The City shall design and construct all facilities relating to the Meet Us In The Middle Plaza and 8th Street Docks project in order to fully comply fully with all laws, statutes, rules, regulations, codes, and ordinances relating to accessibility by disabled persons including, but not limited to, the *Americans With Disabilities Act*. The City of Clermont shall also comply with all other applicable Federal, State and local laws, codes, ordinances, rules, regulations, and requirements.

(4). The City will maintain adequate financial records on the Meet Us In The Middle Plaza and 8th Street Docks project to substantiate claims for reimbursement and in order to appropriately accomplish any and all pre-audits and post-audits of the expenditure of public funds as well as a performance review of the Project and the achievement of the goals and objectives of the FBIP grant program.

SECTION 4: IMPLEMENTING ADMINISTRATIVE ACTIONS

(a). The City Manager of the City of Clermont is hereby authorized to execute the grant application and grant agreements relating to the FBIP grant program.

(b). The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed appropriate.



CITY OF CLERMONT
RESOLUTION NO. 2023-014R

(c). The City Manager is hereby authorized to expend such City funds as may be necessary to accept and implement the grant under the FBIP grant program for the Meet Us In The Middle Plaza and 8th Street Docks project.

SECTION 5: SAVINGS

The prior actions of the City of Clermont relating to the development of boating facilities and related activities are hereby ratified and affirmed.

SECTION 6: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution 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 Resolution as a whole.

SECTION 8: EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-014R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 11th day of April 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
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, April 11, 2023		
Agenda Item Name		
Resolution No. 2023-015R		
Requested Action		
Request approval of resolution.		
Staff Report		
On February 27, 2017, the City Council approved the rezoning and small-scale comprehensive plan amendment for a property adjacent to the City's West Lake Property. During the surveying of both properties, inconsistencies were found on both surveys and legal descriptions. To resolve those inconsistencies and facilitate the improvement of both properties, the City Council approved the exchange of fee simple ownership of small portions of the real properties as listed below: 10/17/2017 Quit Claim Deed from City to Victory Point, LLC of .02 +/- acres. 10/17/2017 Quit Claim Deed from Victory Point, LLC of .018 +/- acres. 11/16/2017 Quit Claim Deed from City to Victory Point, LLC of .011 +/- acres. 04/09/2018 Quit Claim Deed from City to Victory Pointe, LLC of .022 +/- acres. Once again, all the transfers of real property were intended to clean up and address encumbrances and survey issues, including easement on the property that were obstacles to development and improvement. Since the above transfers were completed, it was discovered that the above deeds needed to be corrected to clarify that all of the above deeds were transferring fee simple ownership and specifically that the City was releasing all mineral rights to the above parcels. The proposed quit claim deeds are included in the agenda packet and include sketches and descriptions of the subject parcels.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-015R - Corrective Deeds (4.4.2023)	2023-015R - Corrective Deeds (4.4.2023).pdf	
2. Victory Point Corrective Deeds 2023	Victory Point Corrective Deeds 2023.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2023-015R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THREE CORRECTIVE QUIT CLAIM DEEDS RELATED TO REAL PROPERTY PREVIOUSLY TRANSFERRED TO VICTORY POINT, LLC TOTALING .053 +/- ACRES AND ACCEPTING A CORRECTIVE QUIT CLAIM DEED FOR ONE PARCEL OF .018 +/- ACRES AND AUTHORIZING THE CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE ARE CONSISTENT WITH THIS RESOLUTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council previously approved and transferred to Victory Point, LLC real property by the following quit claim deeds:

10/17/2017 Quit Claim Deed for .02 +/- acres,
11/16/2017 Quit Claim Deed for 011 +/- acres, and
04/09/2018 Quit Claim Deed for .022 +/- acres;

WHEREAS, Victory Point, LLC approved and transferred to the City real property by 10/17/2017 Quit Claim Deed for .018 +/- acres and

WHEREAS, it is necessary to address subsequently discovered survey, encumbrances, and title issues, that corrective quit claim deeds be exchanged for each of the above referenced properties.

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

SECTION 1:

The City Council of the City of Clermont, Florida does hereby approve and authorize the Mayor to execute the quit claim deeds granting real property to Victory Point, LLC attached hereto and incorporated herein as Exhibit "A".

SECTION 2:

The City Council does hereby approve the acceptance of that certain quit claim deed for real property from Victory Point, LLC attached hereto and incorporated herein as Exhibit "A".

SECTION 3:

The City Manager is authorized to perform all acts necessary and appropriate consistent with this Resolution.

SECTION 4:

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-015R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 11th day of April 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Daniel F. Mantzaris, City Attorney

Prepared by and return to:

Lisa C. Milligan

Paralegal

Gasdick Stanton Early, P.A.

1601 W. Colonial Drive

Orlando, FL 32804

407-423-5203

File Number: **4142.57564**

Will Call No.:

[Space Above This Line For Recording Data]

Corrective Quit Claim Deed

This Corrective Quit Claim Deed made this ____ day of _____, **2023** between City of Clermont, a Florida municipal corporation whose post office address is 685 West Montrose Street, Clermont FL 34711, grantor, and **Victory Pointe, LLC, a Florida limited liability company** whose post office address is 889 E Anderson Rd STE 100, Groveland, FL 34736, grantee.

This Corrective Quit Claim Deed corrects that certain Quit Claim Deed recorded on 11/16/2017 in official records book 5027, page 751, instrument #2017121948 of the Public Records of Lake County Florida (wherein documentary stamps were collected), to remove any reference to conveying or releasing of an easement regarding the subject property.

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, and any interest in all phosphates, minerals, metals and petroleum in or under the subject property, situate, lying and being in **Lake County, Florida** to-wit:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 114, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY FLORIDA, THENCE RUN N 00°31'43" E ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 159.95 FEET; TO THE POINT OF BEGINNING; THENCE CONTINUE N 00° 31'43" E FOR A DISTANCE OF 24.87 FEET; THENCE RUN N 90°00'00" E FOR A DISTANCE OF 40.09 FEET; THENCE RUNS 58°20'13" W FOR A DISTANCE OF 47.37 FEET TO THE POINT OF BEGINNING. CONTAINING 498 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

As depicted on the map attached hereto as Exhibit "A."

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness: _____

City of Clermont, Florida

Witness: _____

By: _____
Mayor Tim Murry
as Approved and authorized by
Council Resolution _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2023 by Tim Murry as Mayor of the City of Clermont, who is personally known to me or has produced _____ as identification.

[Notary Seal]

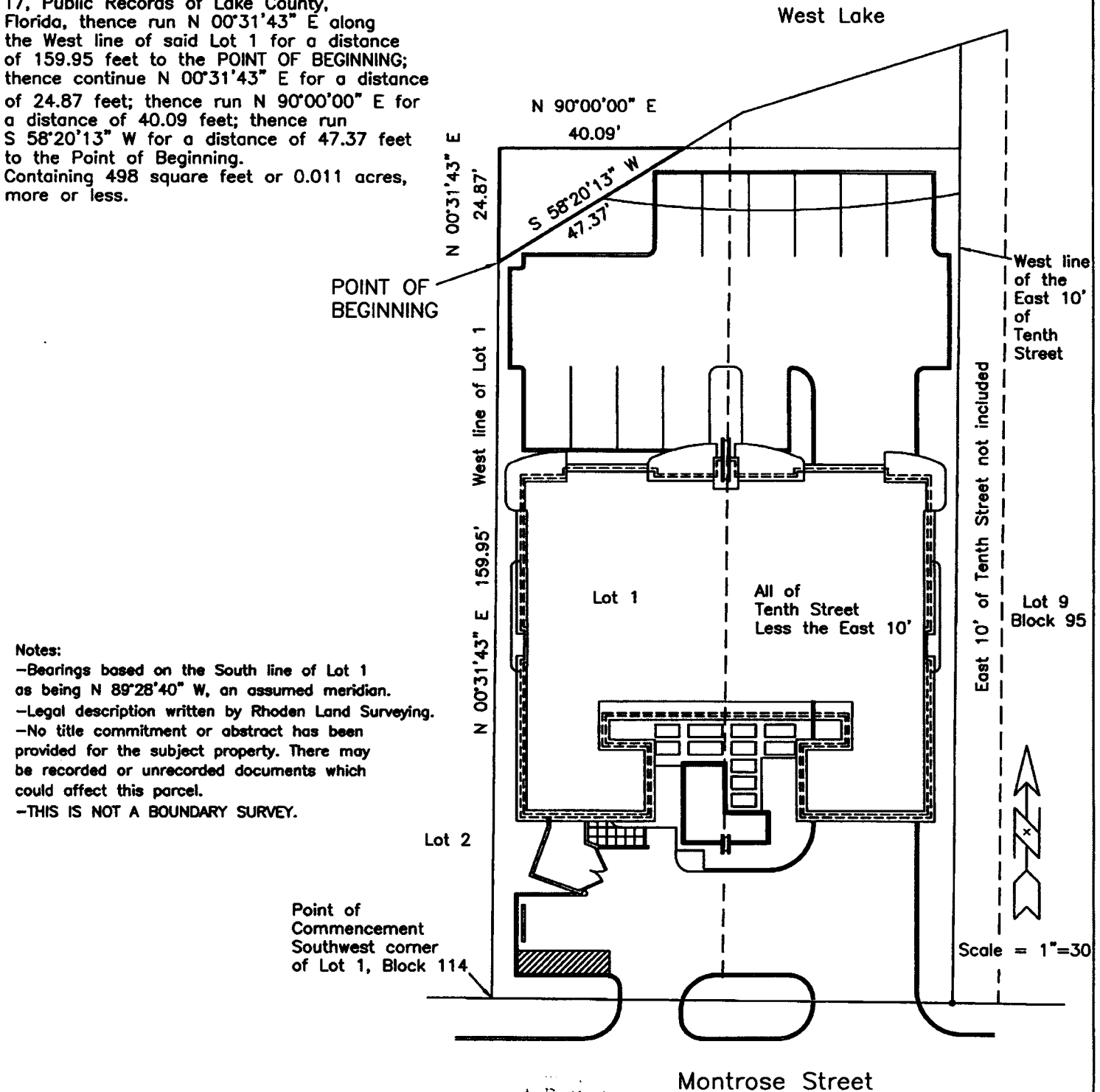
Notary Public: _____
Name typed, printed or stamped
My Commission Expires: _____

Exhibit "A"

Description:

Commence at the Southwest corner of Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, thence run N 00°31'43" E along the West line of said Lot 1 for a distance of 159.95 feet to the POINT OF BEGINNING; thence continue N 00°31'43" E for a distance of 24.87 feet; thence run N 90°00'00" E for a distance of 40.09 feet; thence run S 58°20'13" W for a distance of 47.37 feet to the Point of Beginning. Containing 498 square feet or 0.011 acres, more or less.

Map of Description

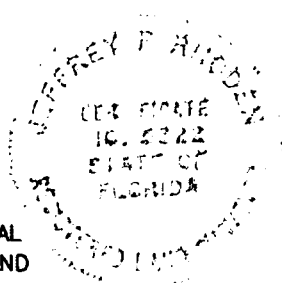


Notes:

- Bearings based on the South line of Lot 1 as being N 89°28'40" W, an assumed meridian.
- Legal description written by Rhoden Land Surveying.
- No title commitment or abstract has been provided for the subject property. There may be recorded or unrecorded documents which could affect this parcel.
- THIS IS NOT A BOUNDARY SURVEY.

Jeffrey P. Rhoden
JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA

09/22/17



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Montrose Street

Prepared for: 16076.004
Victory Pointe, LLC

Rhoden Land Surveying, Inc.

LB #6980
420 E. Minnehaha Ave.
Clermont, FL 34711
352-394-6255

Prepared by and return to:

Lisa C. Milligan

Paralegal

Gasdick Stanton Early, P.A.

1601 W. Colonial Drive

Orlando, FL 32804

407-423-5203

File Number: **4142.57564**

Will Call No.:

[Space Above This Line For Recording Data]

Corrective Quit Claim Deed

This Corrective Quit Claim Deed made this ____ day of _____, **2023** between City of Clermont, a Florida municipal corporation whose post office address is 685 West Montrose Street, Clermont FL 34711, grantor, and **Victory Pointe, LLC, a Florida limited liability company** whose post office address is 889 E Anderson Rd STE 100, Groveland, FL 34736, grantee.

This Corrective Quit Claim Deed corrects that certain Quit Claim Deed recorded on 4/9/2018 in official records book 5092, page 1049, instrument #2018040725 of the Public Records of Lake County Florida (wherein documentary stamps were collected), to remove any reference to conveying or releasing of an easement regarding the subject property..

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, and any interest in all phosphates, minerals, metals and petroleum in or under the subject property, situate, lying and being in **Lake County, Florida** to-wit:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 114, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY FLORIDA, THENCE RUN N 00°31'43" E ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 159.95 FEET; TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°31'43" E FOR A DISTANCE OF 18.21 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 242.98 FEET, A CHORD BEARING OF N 70°01 '59" W AND A CHORD DISTANCE OF 53.05 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 53.15 FEET THROUGH A CENTRAL ANGLE OF 12°32'00" TO A POINT ON THE WEST LINE OF LOT 2, SAID PLAT OF THE OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE LEAVING SAID WEST LINE OF LOT 2 RUN 82°44'40" E FOR A DISTANCE OF 90.73 FEET; THENCE RUN 58°20'13" W FOR A DISTANCE OF 47.37 FEET TO THE POINT OF BEGINNING. CONTAINING 946 SQUARE FEET OR 0.022 ACRES, MORE OR LESS.

As depicted on the map attached hereto as Exhibit "A."

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness: _____

City of Clermont, Florida

Witness: _____

By: _____
Mayor Tim Murry
as Approved and authorized by
Council Resolution _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2023 by Tim Murry as Mayor of the City of Clermont, who is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public: _____
Name typed, printed or stamped
My Commission Expires: _____

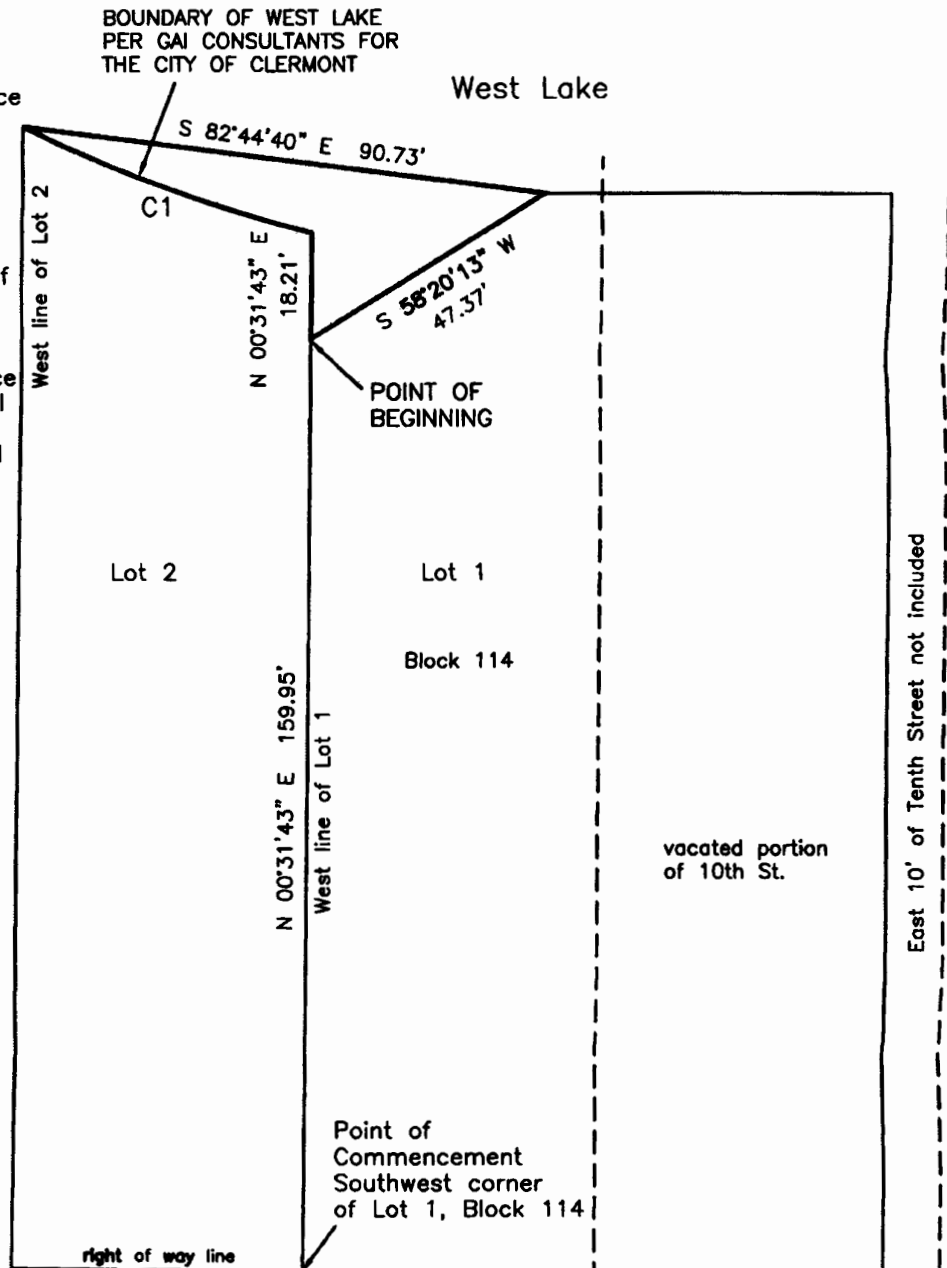
Exhibit "A"

Map of Description

Description:

Commence at the Southwest corner of Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, thence run N 00°31'43" E along the West line of said Lot 1 for a distance of 159.95 feet to the POINT OF BEGINNING; thence run N 00°31'43" E for a distance of 18.21 feet to the beginning of a curve concave to the Northeast, having a radius of 242.98 feet, a chord bearing of N 70°01'59" W and a chord distance of 53.05 feet; thence run Northwesterly along the arc of said curve for a distance of 53.15 feet through a central angle of 12°32'00" to a point on the West line of Lot 2, said plat of the Official Map of The City of Clermont; thence leaving said West line of Lot 2 run S 82°44'40" E for a distance of 90.73 feet; thence run S 58°20'13" W for a distance of 47.37 feet to the Point of Beginning. Containing 946 square feet or 0.022 acres, more or less.

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	242.98'	53.15'	53.05'	N 70°01'59" W	12°32'00"



Scale = 1"=30'

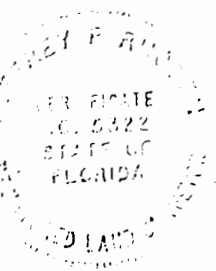
Montrose Street

Jeffrey P. Rhoden
JEFFREY P. RHODEN PSM #5322

02/19/18

STATE OF FLORIDA

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL
PURPOSES ONLY AND IS NOT VALID.



Prepared for:

16076.007

Victory Pointe, LLC

Rhoden Land Surveying, Inc.

LB #6980

420 E. Minnehaha Ave.

Clermont, FL 34711

352-394-6255

Prepared by and return to:

Lisa C. Milligan

Paralegal

Gasdick Stanton Early, P.A.

1601 W. Colonial Drive

Orlando, FL 32804

407-423-5203

File Number: **4142.57564**

Will Call No.:

[Space Above This Line For Recording Data]

Corrective Quit Claim Deed

This Corrective Quit Claim Deed made this ____ day of _____, **2023** between City of Clermont, a Florida municipal corporation whose post office address is 685 West Montrose Street, Clermont FL 34711, grantor, and **Victory Pointe, LLC, a Florida limited liability company** whose post office address is 889 E Anderson Rd STE 100, Groveland, FL 34736 grantee.

This Corrective Quit Claim Deed corrects that certain Quit Claim Deed recorded on 10/17/2017 in official records book 5013, page 1910, instrument #2017110222 of the Public Records of Lake County Florida (wherein documentary stamps were collected), to remove any reference to conveying or releasing of an easement regarding the subject property.

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, and any interest in all phosphates, minerals, metals and petroleum in or under the subject property, situate, lying and being in **Lake County, Florida** to-wit:

COMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 114, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN N 00° 31' 43" E ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 159.95 FEET; THENCE RUN N 58° 20' 13" E FOR A DISTANCE OF 26.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 58° 20' 13" E FOR A DISTANCE OF 20.95 FEET; THENCE RUN N 90° 00' 00" E FOR A DISTANCE OF 59.91 FEET TO THE WEST LINE OF THE EAST 10.00 FEET OF TENTH STREET ACCORDING TO SAID PLAT OF OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE RUNS 00° 31' 46" W ALONG SAID WEST LINE OF THE EAST 10.00 FEET OF TENTH STREET FOR A DISTANCE OF 9.86 FEET TO A POINT ON THE SOUTH BOUNDARY OF WEST LAKE ACCORDING TO SAID PLAT OF OFFICIAL MAP OF THE CITY OF CLERMONT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 415.92 FEET, A CHORD BEARING OF S 86° 59' 24" W AND A CHORD DISTANCE OF 0.17 FEET; THENCE LEAVING SAID WEST LINE OF THE EAST 10.00 FEET OF TENTH STREET RUN SOUTHWESTERLY ALONG SAID SOUTH BOUNDARY OF WEST LAKE AND THE ARC OF SAID CURVE FOR A DISTANCE OF 0.17 FEET THROUGH A CENTRAL ANGLE OF 0° 01' 26" TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 242.96 FEET, A CHORD BEARING OF S 89° 09' 43" W AND A CHORD DISTANCE OF 77.49 FEET; THENCE RUN WESTERLY ALONG SAID SOUTH BOUNDARY OF WEST LAKE AND THE ARC OF SAID CURVE FOR A DISTANCE OF 77.83 FEET THROUGH A CENTRAL ANGLE OF 18° 21' 06" TO THE POINT OF BEGINNING. CONTAINING 873 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

As depicted on the map attached hereto as Exhibit "A."

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness: _____

City of Clermont, Florida

Witness: _____

By: _____
Mayor Tim Murry
as Approved and authorized by
Council Resolution _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2023 by Tim Murry as Mayor of the City of Clermont, who personally known to me or has produced _____ as identification. is

[Notary Seal]

Notary Public: _____
Name typed, printed or stamped
My Commission Expires: _____

Exhibit "A"

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	415.92'	0.17'	0.17'	S 86°59'24" W	0°01'26"
C2	242.98'	77.83'	77.49'	S 89°09'43" W	18°21'06"

Description:

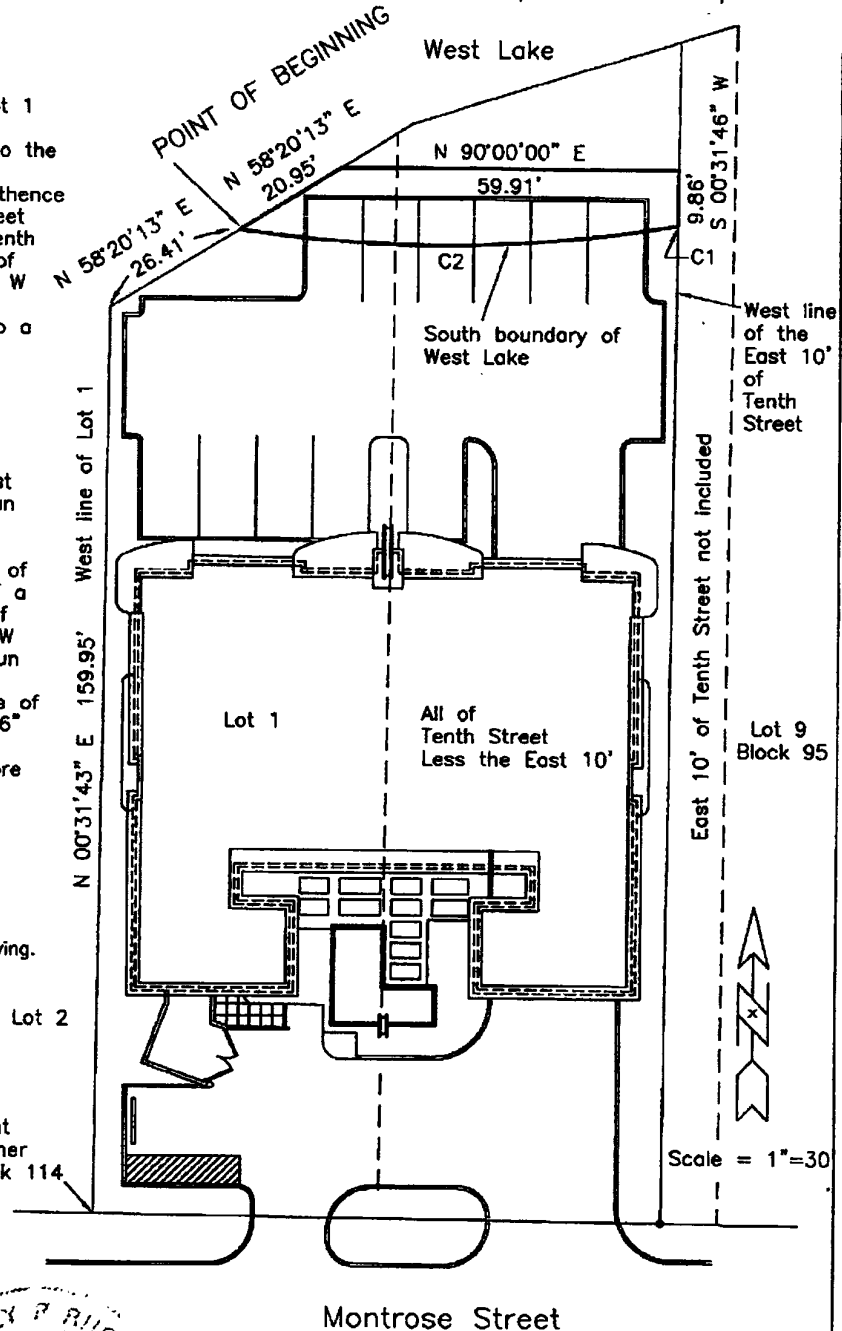
Commence at the Southwest corner of Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, thence run N 00°31'43" E along the West line of said Lot 1 for a distance of 159.95 feet; thence run N 58°20'13" E for a distance of 26.41 feet to the POINT OF BEGINNING; ; thence continue N 58°20'13" E for a distance of 20.95 feet; thence run N 90°00'00" E for a distance of 59.91 feet to the West line of the East 10.00 feet of Tenth Street according to said plat of Official Map of The City of Clermont; thence run S 00°31'46" W along said West line of the East 10.00 feet of Tenth Street for a distance of 9.86 feet to a point on the South boundary of West Lake according to said plat of Official Map of The City of Clermont, said point being the beginning of a non-tangent curve concave to the North, having a radius of 415.92 feet, a chord bearing of S 86°59'24" W and a chord distance of 0.17 feet; thence leaving said West line of the East 10.00 feet of Tenth Street run Southwesterly along said South boundary of West Lake and the arc of said curve for a distance of 0.17 feet through a central angle of 0°01'26" to a point of compound curvature of a curve concave to the North having a radius of 242.96 feet, a chord bearing of S 89°09'43" W and a chord distance of 77.49 feet; thence run Westerly along said South boundary of West Lake and the arc of said curve for a distance of 77.83 feet through a central angle of 18°21'06" to the Point of Beginning. Containing 873 square feet or 0.02 acres, more or less.

Notes:

- Bearings based on the South line of Lot 1 as being N 89°28'40" W, an assumed meridian.
- Legal description written by Rhoden Land Surveying.
- No title commitment or abstract has been provided for the subject property. There may be recorded or unrecorded documents which could affect this parcel.
- THIS IS NOT A BOUNDARY SURVEY.

Point of Commencement
Southwest corner
of Lot 1, Block 114

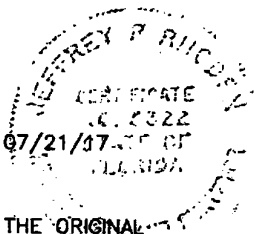
Map of Description



Montrose Street

Jeffrey P. Rhoden
JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL
PURPOSES ONLY AND IS NOT VALID.



Field Date 11/18/16	Prepared for: 16076.001 Victory Pointe, LLC
Drawn by: JPR	Rhoden Land Surveying, Inc. LB #6980 420 E. Minnehaha Ave. Clermont, FL 34711 352-394-6255
Scale: 1"=30'	

Prepared by and return to:

Lisa C. Milligan

Paralegal

Gasdick Stanton Early, P.A.

1601 W. Colonial Drive

Orlando, FL 32804

407-423-5203

File Number: **4142.57564**

Will Call No.:

[Space Above This Line For Recording Data]

Corrective Quit Claim Deed

This Corrective Quit Claim Deed made this ____ day of _____, **2023** between **Victory Pointe, LLC, a Florida limited liability company** whose post office address is 889 E Anderson Rd STE 100, Groveland, FL 34736, grantor, and **City of Clermont, a Florida municipal corporation** whose post office address is 685 West Montrose Street, Clermont FL 34711, grantee.

This Corrective Quit Claim Deed corrects that certain Quit Claim Deed recorded on 10/17/2017 in official records book 5013, page 1913, instrument #2017110223 of the Public Records of Lake County Florida (wherein documentary stamps were collected), to remove any reference to conveying or releasing of an easement regarding the subject property. and to correct the signature block to reflect the proper grantor.

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Lake County, Florida** to-wit:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 114, OFFICIAL MAP OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY FLORIDA, THENCE RUN N 00°31'43" E ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 159.95 FEET; THENCE RUN N 58° 20'13" E FOR A DISTANCE OF 47.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 58°20'13" E FOR A DISTANCE OF 14.79 FEET; THENCE RUN N 72° 36" 32" E FOR A DISTANCE OF 49.82 FEET TO THE WEST LINE OF THE EAST 10.00 FEET OF THE TENTH STREET ACCORDING TO SAID PLAT OF OFFICIAL MAP OF THE CITY OF CLERMONT; THENCE RUNS 00°31'46" W ALONG SAID WEST LINE OF THE EAST 10.00 FEET OF TENTH STREET FOR A DISTANCE OF 22.65 FEET; THENCE LEAVING SAID WEST LINE OF THE EAST 10.00 FEET OF TENTH STREET RUNS 90°00'00" W FOR A DISTANCE OF 59.91 FEET TO THE POINT OF BEGINNING. CONTAINING 769 SQUARE FEET OF 0.018 ACRES, MORE OR LESS.

As depicted on the map attached hereto as Exhibit "A."

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness: _____

**Victory Pointe, LLC, a
Florida limited liability company**

By: _____
Mark J. Graff, Its Manager

Witness: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____ 2023 by Mark Graff, Manager, of Victory Pointe, LLC a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public: _____

Name typed, printed or stamped

My Commission Expires: _____

Exhibit A

Description:

Commence at the Southwest corner of Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, thence run N 00°31'43" E along the West line of said Lot 1 for a distance of 159.95 feet; thence run N 58°20'13" E for a distance of 47.36 feet to the POINT OF BEGINNING; thence continue N 58°20'13" E for a distance of 14.79 feet; thence run N 72°36'32" E for a distance of 49.82 feet to the West line of the East 10.00 feet of Tenth Street according to said plat of Official Map of The City of Clermont; thence run S 00°31'46" W along said West line of the East 10.00 feet of Tenth Street for a distance of 22.65 feet; thence leaving said West line of the East 10.00 feet of Tenth Street run S 90°00'00" W for a distance of 59.91 feet to the Point of Beginning. Containing 769 square feet or 0.018 acres, more or less.

Map of Description

Notes:

- Bearings based on the South line of Lot 1 as being N 89°28'40" W, an assumed meridian.
- Legal description written by Rhoden Land Surveying.
- No title commitment or abstract has been provided for the subject property. There may be recorded or unrecorded documents which could affect this parcel.
- THIS IS NOT A BOUNDARY SURVEY.

Point of Commencement
Southwest corner
of Lot 1, Block 114

Lot 2

Lot 1

All of
Tenth Street
Less the East 10'

Lot 9
Block 95

Scale = 1"=30'

Montrose Street

Jeffrey P. Rhoden
JEFFREY P. RHODEN PSM #5322

07/31/17

STATE OF FLORIDA
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL
PURPOSES ONLY AND IS NOT VALID.

Field Date
11/18/16

Prepared for:

16076.003B

Victory Pointe, LLC

Drawn by:
JPR

Rhoden Land Surveying, Inc.

Scale:
1"=30'

LB #6980
420 E. Minnehaha Ave.
Clermont, FL 34711
352-394-6255



de Beaubien · Simmons · Knight · Mantzaris · Neal

EST. 1976

Attorneys and Counselors at Law

Post Office Box 87

332 North Magnolia Avenue

Orlando, Florida 32802-0087

(407) 422-2454

(407) 992-3541 (direct)

Telefax (407) 849-1845

Writer's e-Mail: dmantzaris@dsklawgroup.com

MEMORANDUM

TO : Mayor Murry and Council Members

FROM : Daniel F. Mantzaris *DFM*

DATE : April 4, 2023

RE : Victory Point LLC/Clermont -
Corrective Deeds

On February 27, 2017, the City Council approved the rezoning and small-scale comprehensive plan amendment for a property adjacent to the City's West Lake Property. During the surveying of both properties, inconsistencies were found on both surveys and legal descriptions. To resolve those inconsistencies and facilitate the improvement of both properties, the City Council approved the exchange of fee simple ownership of small portions of the real properties as listed below:

10/17/2017 Quit Claim Deed from City to Victory Point, LLC of .02 +/- acres.

10/17/2017 Quit Claim Deed from Victory Point, LLC of .018 +/- acres.

11/16/2017 Quit Claim Deed from City to Victory Point, LLC of .011 +/- acres.

04/09/2018 Quit Claim Deed from City to Victory Pointe, LLC of .022 +/- acres.

Once again, all the transfers of real property were intended to clean up and address encumbrances and survey issues, including easement on the property that were obstacles to development and improvement. Since the above transfers were completed, it was discovered that the above deeds needed to be corrected to clarify that all of the above deeds were transferring fee simple ownership and specifically that the City was releasing all mineral rights to the above parcels. The proposed quit claim deeds are included in the agenda packet and include sketches and descriptions of the subject parcels.

Memorandum to Mayor Murry and Council Members
April 4, 2023
Page 2

As a result, before you for your consideration and possible approval is a resolution approving three corrective quit claim deeds for the three parcels totaling .053 +/- acres that had been previously transferred to Victory Point, LLC and accepting a corrective quit claim deed for the .018 +/- acre parcel from Victory Point, LLC.

As always, if you have any questions, please do not hesitate to contact me.

cc: Brian Bulthuis, City Manager
Scott Davidoff, Deputy City Manager
Curt Henschel, Planning and Development Services Director



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 11, 2023		
Agenda Item Name		
Event, Open Container and Road Closure Request <i>Suntoberfest</i>		
Requested Action		
Recommend to approve the event, road closures and open containers for Suntoberfest.		
Staff Report		
Suncreek Brewery has requested Minneola Avenue between 7th and 8th Street to be closed beginning 7 a.m. on Saturday, October 7, 2023 to 11 p.m. on Sunday, October 8, 2023 to host the Suntoberfest event. The event will run from 12 p.m. – 9 p.m. on Saturday, and 12 p.m. – 9 p.m. on Sunday. They have also requested open containers within the designated street closure area. The event organizer must comply with all safety requirements from the Clermont Police and Fire Departments and will dispense alcohol from their licensed establishment.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 10-7--8-23 Suntoberfest Application	10-7--8-23 Suntoberfest Application.pdf	
2. Suntoberfest Map 2023	Suntoberfest Map 2023.pdf	

51540



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 04/06/2022
 Name of Event Suntoberfest 2023
 Date(s) of Event 10/07/22 - 10/08/21 Estimated Attendance: 500-750
 Event Start Time: 12 PM Event End Time: 8 PM
 Before Event Setup Time: 7 AM Saturday After Event Cleanup Time: 11:30 PM Sunday
 Name of Organization/Applicant Suncreek Brewery / Michael Ali's Coal Fired Pizza

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☐ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☐ No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 81-1334584

Event Contact William Downs Email bill@suncreekbrewery.com

Day Phone 352-636-9089 Cell Phone _____

Address 790 W. Minneola Ave City Clermont State _____ Zip 34711

Secondary Contact _____ Phone # _____

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event: Suntoberfest street party with live music and entertainment. Due to new setup / layout, no other businesses will be blocked by this event.

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: West Minneola Ave between 7th and parking lot in front of Suncreek. See map

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT:	Suntoberfest 2023		
DATE OF EVENT:	10/7/2021 - 10/08/2021		
EVENT CONTACT:	William Downs		
REFUND MAILING ADDRESS:	Suncreek Brewery		
	Street Address		
	790 W. Minneola Ave		34711
	City	ST	Zip
CELL PHONE:	352-636-9089		

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

SPECIAL EVENT PERMIT APPLICATION GUIDELINES

- Following submittal of a Special Event Permit Application the application is sent to all departments for review and comments.
- A meeting may be scheduled with the Applicant within approximately 10 business days of application submittal.
- During the meeting all impacted departments will have an opportunity to ask questions and notify applicant of any additional services required.
- Applicant must then submit all required items.
- Once all requirements have been met, Parks and Recreation staff will be in contact with applicant to let them know if application has been approved.
- The length of time from submittal to approved permit will be determined by how quickly the applicant can supply required items.
- Items such as alcohol will require additional time for City Council approval.
- All special event applications are subject to City Council approval.
- Any event with an estimated attendance of 500 or more people and/or amplified music/demonstrations shall be required to have application reviewed by City Council.
- Any event utilizing a body of water or another municipality may be required to have approval from other entities such as Lake County or FLDEP.

DOCUMENTS TO BE INCLUDED WITH SIGNED / COMPLETED APPLICATION

Please check appropriate boxes below and return with signed application, questionnaire and cost estimator

- ☒ 1. Completed Application
- ☐ 2. Application Fee and Deposit
- ☐ 3. Cost Estimator
- ☐ 4. Insurance Liability - Certificate of Insurance naming the City of Clermont as additional insured
- ☐ 5. Alcohol Permit - *(if applicable)*
- ☐ 6. Sign Requirements - *(if applicable)*
- ☐ 7. Road Closure locations - *(if applicable)*
- ☐ 8. Race Course Map - *(if applicable)* which includes water stations, turnaround points, turn by turn instructions
- ☒ 9. Site Plan
- ☐ 10. FLDEP Approval (if applicable)
- ☐ 11. Lake County Application (if applicable)

MAP 2



MAP 3







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2023

PRODUCER

Insurance Plus 800-901-4702
Arthur J. Gallagher Risk Management Services, Inc.
8430 Enterprise Circle, Suite 200
Lakewood Ranch, FL 34202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Marcela A Malvido-Alvarez
29 Sunnyside Dr
Clermont, FL 34711

Ins. # 108490

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Arch Specialty Insurance Company- Surplus
Lines Insurance

21199

Report all claims via e-mail at sarasota.bsd.operations@ajg.com

INSURER B:

INSURER C:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY	#PLP0066026-01	03/03/2023	03/03/2024	EACH OCCURRENCE \$ 2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person) \$ N/A
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 2,000,000
		X POLICY PRO-JECT LOC				GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						BUS. PERS. PROP. AGG / DED \$ 1,000/ \$250
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		ANY AUTO				BODILY INJURY (Per person) \$
		ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		HIRED AUTOS				
		NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
		OCCUR CLAIMS MADE				AGGREGATE \$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N			E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
A		OTHER Professional Liability	#PLP0066026-01	03/03/2023	03/03/2024	E.L. DISEASE - POLICY LIMIT \$ 2,000,000 per occurrence / \$3,000,000 annual aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Holder named below is listed as an Additional Insured for the General Liability policy.

CERTIFICATE HOLDER

City of Clermont
685 W Montrose St
Clermont, FL 34711

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

INS025 (200901)

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FACILITY SALES RECEIPT



Receipt # 92617
Payment Date: 02/27/23
Household: 5156

Clermont City Center
 620 West Montrose Street
 CLERMONT FL 34711
 Phone: (352)708-5975

Suncreek Brewery
 790 W. Minneola Ave
 Clermont FL 34711
 bill@suncreekbrewery.com

Reservation Details: Downtown, Downtown - Misc Location

Reserv. Contact: **Suncreek Brewery**
 Phone Number: **(352)636-9089**
 Reserv. Number: 14709
 Status: Firm
 Purpose: 2023 Suntober Fest
 Anticipated Count: 700

<u>Date(s) And Times</u>	<u>New Fees</u>	<u>Total Fees</u>	<u>New Paid</u>	<u>Total Paid</u>	<u>Amount Due</u>
Sat 10/07/2023 @ 7:00A thru Sun 10/08/2023 @11:30P	10.00	10.00	0.00	0.00	10.00
Deposit:	150.00	150.00	0.00	0.00	150.00

<u>Fee Description</u>	<u>Amount</u>	<u>Count</u>	<u>Discount</u>	<u>Sales Tax</u>	<u>Total Fee</u>
Application Fee	10.00	1.00	0.00	0.00	10.00
Deposit	150.00	1.00	0.00	0.00	150.00

Special Questions: Police Requests:
 Fire Requests:

Processed on 02/27/23 @ 1:05 pm by jgoogejeffries

Total New Deposit Fees	150.00
Total New Fees	10.00
Total Due	160.00
Total Fees Paid	0.00
Total Paid	0.00
Balance From Receipt	160.00





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 11, 2023		
Agenda Item Name		
Event and Open Container Request <i>Clermont Beer Festival</i>		
Requested Action		
Recommend to approve the Craft Beer Association to have an open container area for their "Clermont Beer Festival" event on June 25, 2023 at Waterfront Park.		
Staff Report		
The Craft Beer Association is requesting to have a designated open container area at Waterfront Park on June 25, 2023 from 12:00 PM to 5:00 PM for the Clermont Beer Festival" event. The organization's open container area consists of a fenced in area at Waterfront Park between 3rd Street and 4th Street. The South Lake trail will remain open for daily use of the public. Please see attached map for specific location. The organization will be going through Wayne Densh Inc. – Beer Distributors Central Florida to pull the alcohol license from the Alcohol Beverage and Tobacco Agency, and will only be sampling beer through a pre-paid passport/punch book. They have agreed to the proper number of police, medical, and staff as directed.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. application	application.pdf	
2. Alcohol Request Form	Alcohol Request Form.pdf	
3. CLERMONT BREWS description of event	CLERMONT BREWS description of event.docx	
4. Event Map-Layout	Event Map-Layout.pdf	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

6849

Today's Date 3.2.23
Name of Event CLERMONT BEER FESTIVAL
Date(s) of Event 6.25.23 Estimated Attendance: 300-500
Event Start Time: ~~10:00 AM~~ 3pm Event End Time: ~~5:00 PM~~ 5 PM
Before Event Setup Time: 8AM After Event Cleanup Time: 2:00 PM
Name of Organization/Applicant ~~CRAFT BEER ASSOCIATION~~ RICHARD GARVIE

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # bills.rfg@gmail.com
Event Contact RICHARD GARVIE Email bills.rfg@gmail.com
Day Phone 352-933-3604 Cell Phone _____
Address 827 MAPLE FOREST AVE City MINNEOLA State FL Zip 34715
Secondary Contact _____ Phone # _____

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

CRAFT BEER ASSOCIATION - WILL DONATE FOOD + SPONSORSHIP TO OTHER GROUPS

Briefly Describe Event: CRAFT BEER SAMPLING. FOOD VENDORS. BACKGROUND MUSIC.

Location of Event on City Property: Map 1 ☒ A ☒ B ☒ C ☒ D ☐ Map 2 ☐ Map 3

Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☒ Yes ☐ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10x10 ONLY

*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☒ Yes ☐ No Describe the need: SMALL GENERATORS OR BATTERIES

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use:

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☒ Propane ☐ Natural Gas ☐ Diesel Fuel ☒ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☒ Fryers ☒ Propane Grill ☒ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

NOT ALL WILL BE USED BUT COVERING BASES

Insurance may be required by provider

Rides: ☐ Yes ☒ No Ride Types: ☐ Mechanical ☐ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☐ Yes ☒ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: BACKGROUND MUSIC - POSSIBLE USE OF STAGE

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.

SPECIAL EVENTS COST ESTIMATOR

NAME OF EVENT: CLERMONT BEER FESTIVAL
 DATE OF EVENT: JUNE 25TH, 2023
 EVENT CONTACT: RICHARD CARWIE
 REFUND MAILING ADDRESS: 827 MAPLE FOREST AVE
 Street Address
MINNEOLA FL 34715
 City 133 ST Zip
 CELL PHONE: 352 - 437 - 3604

Payment Deadline:

Application Fee and deposit are due upon submission

Final payment is due 30 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	350
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		1500
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
VICTORY POINTE				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$35	\$35	Per Person, Per Hour	
Public Works Event Staff	\$35	\$35	4 hr. min, per staff	
Police Officer	\$42	\$42	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
				Sales Tax
				GRAND TOTAL

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
 - A business located in the Clermont city limits
 - Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.
- *Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
 - Business is located outside the Clermont city limits
- *Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*
- All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured*

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

 _____ Applicant's Signature	<u>PRESIDENT</u> _____ Title
<u>RICHARD GARVIE</u> _____ Printed Name	<u>3.2.23</u> _____ Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

City of Clermont

Alcohol Permit Request Form



Today's Date 3.20.23

Name of Organization/Applicant RICHARD GARNIE / CRAFT BEER ASSOCIATION

Name of Event CLERMONT BEERS Date(s) of Event 6.25.23

Rental Location WATERFRONT Anticipated attendance 250

Event Start Time NOON Event End Time 5pm

Briefly describe the event CRAFT BEER SAMPLING - PRE REGISTRATION - NO CASH BAR

Name of Licensed beverage caterer: WAYNE DENSOH INC

Phone 407 323 5600 Primary email address _____

Alcohol to be served (check all that apply) ☐ Liquor ☒ Beer ☐ Wine/Champagne ☐ Other
A copy of the caterer's license and a Certificate of Insurance must be submitted with the request form.

Effective August 10, 2022, the Applicant is required to staff Extra-Detail Clermont Police Officers for rentals/events serving alcohol on City property. Failure to comply with the terms of this policy will result in cancelation of the alcohol approval. The Clermont Police Department's regular detail rate is \$52.00 per hour, per officer. Additional hourly surcharges may apply. The number of officers and hours required will be determined by the City. Refer to the rental application for more information.
Applicant's Initials RG

Exceptions to this policy will be considered on a case-by-case basis, and depend on the size and nature of the event. If requesting an exception, provide a brief explanation:

I understand that City staff must be notified of all changes to the approved alcohol request, and only the approved licensed caterer is permitted to serve alcohol. The event is subject to immediate cancellation, without refund, for violations of this policy.

Applicant Signature [Signature] Date 3.20.23

Please allow 30 days for the alcohol request to be processed

FOR CITY STAFF USE ONLY

Approval for the service of alcoholic beverages is ☐ GRANTED ☐ DENIED

Extra- Detail Exception ☐ GRANTED ☐ DENIED

Notes: _____

CITY STAFF SIGNATURE _____ TITLE _____ DATE _____

Please return the completed request to: Clermont City Center
Parks & Recreation Dept.
620 W. Montrose Street
Clermont, FL 34711

CLERMONT BREWS - Description

Clermont Brews is a craft beer sampling event where guests will receive a mini beer passport which will entitle guests to sample each beer one time only and make notes if they wish.

The event opens at noon for VIP Guests and those who book to listen to selected brewers talk about how they make certain beers in the education zone which will be the covered stage area next to Highlander building.

General admission is from 2pm to 5pm and only available to those who pre-booked attendance. Anyone without a registration will be turned away.

This event is not a traditional beer festival where guests buy full size beers from the vendors. There will be no cash bar and guests will only receive a small sample of each beer.

We expect this event to be a little higher end with an older crowd than what you would get at a drinking by volume event such as a St Patrick's Day celebration or traditional beer festival.

There will be light entertainment / background music, picnic benches, a small number of food vendors and local organizations and businesses will be invited to have booth space. We are currently talking to local groups about whether we can allocate our food spaces to booster groups in order to provide an additional fundraiser for those groups.

The purpose of the event is to promote true craft beer breweries as opposed to the mass produced products available at the grocery store.

We are working with a small number of people who are known in the community to act as committee members to oversee dispersal of any surplus funds from this event. We expect the beneficiaries to include Kiwanis Club of Clermont and a small local initiative that distributes Christmas gifts. Ultimately the people we appoint to that committee will decide who gets what but we would be happy to have a member of the council or city on that committee.

Finally, the US Craft Beer Association was formed to promote small, independent breweries around the country. Part of the efforts include a branded NASCAR which we hope will also be able to attend this event.

We are excited to host this event in Clermont and to raise money for important organizations in town. I look forward to growing the event in the coming years to hopefully become a signature event for the community.



Clermont Brews Layout

Barricades

Entry

Brewery Presentations

VIP Area

Beer sampling

Stage

Food Trucks

Tables and chairs

Toilets

Local businesses and vendors





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 11, 2023		
Agenda Item Name		
Lien Forgiveness Request 775 E. Juniata Street		
Requested Action		
Staff Report		
<i>This item was tabled at the March 28, 2023 City Council Meeting.</i> As you recall, at the October 11, 2022 Council meeting, an agenda item was presented regarding the property located at 775 E. Juniata Street. Over several years of multiple, unaddressed code violations, the unresponsive property owner incurred \$270,200 in unpaid code violations. A lien was put on the property and it was readied for foreclosure. After discussion, the Council voted 5-0 to reduce the amount of the lien to \$25,000. The approved agreement was that \$25,000 was to be paid to the City of Clermont by November 14, 2022, otherwise the City could take action and foreclose on the property and request the full amount of the lien. To date, the owner, Fabiana DeOliveira, has not yet paid the \$25,000 and is now requesting that this lien be completely forgiven. Mr. DeOliveira purchased the property through a Lake County Tax Certificate Acquisition in the amount of \$22,600 and has brought the property into compliance. He states that he has someone interested in purchasing the property to build a house. The sales contract that was provided to the City states that the purchase price is \$35,000. The owner says after the sale of the property there are no funds left to pay the lien. He has requested a total forgiveness of \$25,000.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Agenda Item Request Form. 775 E. Juniata	Agenda Item Request Form. 775 E. Juniata.pdf	
2. 775 E Juaniata St Clermont - Sales Contract	775 E Juaniata St Clermont - Sales Contract.pdf	
3. 775 E. Juanita - Purchase Reciept	775 E. Juanita - Purchase Reciept.pdf	
4. October 11, 2022 Council Meeting Item No. 13. Lien Reduction	October 11, 2022 Council Meeting Item No. 13. Lien Reduction.docx	



CITY OF CLERMONT

685 W. Montrose St.
Clermont, FL 34711
(352) 241-7331

AGENDA ITEM REQUEST FORM

Complete Submissions Required:

This form shall be used to request that an item be placed on a City Council agenda for review and possible action. If the request is made by a City Council Member, it shall be placed on an agenda by the City Manager at the next available Council meeting. If the request is made by a citizen, the City Manager shall review the request and determine if presentation to the City Council as an agenda item is in the best interest of the City. If the City Manager rejects the request, then the citizen may present the request to the City Council at a regularly scheduled council meeting for approval to be placed on a future agenda.

This form must be filed and complete to have an item placed on the City Council Agenda for consideration. Request forms and documentation must be complete and received by the City Clerk's Office no later than 12:00 p.m. (noon) on the Friday seven (7) business days prior to the Regular Council meeting in order to be placed on that meeting's agenda. The item may be placed on a workshop or special council meeting agenda if deemed appropriate by the City Manager. Per Resolution 2021-003R, citizen requests shall be limited to 15 minutes. Only completed request forms are considered for placement on the agenda.

Regular Council meetings are held on the second and fourth Tuesday of the month at 6:30 p.m. in the Council Chambers at City Hall unless otherwise noticed.

I am a: ☒ Citizen ☐ Council Member

Requestor: Fabiana DeOliveira - OWNER Date Submitted: 01/04/2023
PRINTED NAME

Address: 775 Juanita Street
Clermont - FL - 34711

Preferred contact: ☒ Cell 407- 398-2782 ☐ Work phone _____
☐ E-mail _____ ☐ Fax _____

I respectfully request the below item be placed on the 01/10/2023 (Date) Agenda for City Council consideration.

1) Describe Item to be considered and area of City involved, if any: _____
Code Enforcement liens on the vacant lot to be removed.

2) Executive Summary of Item and Action sought by Council: I bought the vacant lot on a Tax Sale from the City of Clermont and I was Not aware of the code enforcement Liens, I'm seeking for removal of the fines that were assigned to the previous Owner. As soon as I got possession of the lot I immediately corrected all the violations . I also have a contract of sale so the new owner can built a house. however there are no proceeds left to cover the liens.

3) Will your item have supporting documents? ☒ Yes ☐ No If so, how many pages? _____

ADMIN / OFFICIAL USE ONLY:

Consent Item: ☐ Yes ☐ No

Any Prior City Council Action: ☐ Yes ☐ No

Agenda Date Assignment: _____

Projected Future City Council Action: _____

Fiscal Impact: _____

Staff Recommendation on this Requested Item:

City Manager's Office ☐ Yes ☐ No ☐ NA
City Attorney's Office ☐ Yes ☐ No ☐ NA
City Clerk's Office ☐ Yes ☐ No ☐ NA
Finance Department ☐ Yes ☐ No ☐ NA
OTHER _____ ☐ Yes ☐ No ☐ NA

Public Services ☐ Yes ☐ No ☐ NA

Staff Comments: _____

Anticipated Time Necessary for Item: _____

TRACKING:

Received by City Clerk: _____ Staff Initial

Administratively Complete: _____ Staff Initial

Date of Agenda Placed for Consideration: _____ Staff Initial

Council Action Taken _____ on _____
Yes No NA

SIGNATURE – City Clerk's Office

Vacant Land Contract



1. **Sale and Purchase ("Contract"):** Tax Deed Investments LLC ("Seller")
and Weichet REO Services LLC ("Buyer")
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:

Address: 775 E Juaniata Street, Clermont, FL 34711

Legal Description: LOT 6 OF LINCOLN PARK, A SUBDIVISION OF LOT 2, BLOCK N, SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST A SHOWN AND DESCRIBED ON THE OFFICIAL MAP OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA A COPY OF WHICH IS OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN PLAT BOOK SM PAGE 17-23 INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SEC 19 /TWP / 22 /RNG 26 of Lake County, Florida. Real Property ID No.: 19-22-26-0800-000-00600 including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) \$ 35,500.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name:

Escrow Agent's Contact Person:

Escrow Agent's Address:

Escrow Agent's Phone:

Escrow Agent's Email:

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)

after Effective Date \$ 5,000.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within days (10 days if left blank) after Effective Date

☐ within days (3 days if left blank) after expiration of Due Diligence Period \$

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)

(d) Other: \$ 0.00

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) to be paid at closing by wire transfer or other Collected funds \$ 30,500.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): prorating areas of less than a full unit. The purchase price will be \$ per unit based on a calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the calculation:

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before June 27, 2022, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. **Closing Date:** This transaction will close on or before Aug 9, 2022 ("Closing Date"), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (CW) and Seller acknowledge receipt of a copy of this page, which is 1 of 8 pages.

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

- 7. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

- 8. Title: Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☒ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☒ at least 15 days before Closing Date,

(Check one)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer CW (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 8 pages.

amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within _____ days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 14 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer W () and Seller () () acknowledge receipt of a copy of this page, which is 3 of 8 pages.

(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☒ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer (W) () and Seller () () acknowledge receipt of a copy of this page, which is 4 of 8 pages.

IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

Buyer  () and Seller () () acknowledge receipt of a copy of this page, which is 5 of 8 pages.

from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Lorena Ortega 3061716

Seller's Sales Associate/License No.

Buyer's Sales Associate/License No.

Buyer  () and Seller () () acknowledge receipt of a copy of this page, which is 6 of 8 pages.

329* lortega0312@gmail.com
330 Seller's Sales Associate Email Address
331
332* 407-256-3631
333 Seller's Sales Associate Phone Number
334
335* eXp Realty, LLC
336 Listing Brokerage
337
338* 14846 Wyndam Lake Blvd Orlando FL 32824
339 Listing Brokerage Address

Buyer's Sales Associate Email Address
Buyer's Sales Associate Phone Number
Buyer's Brokerage
Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
341 (Check if applicable)

- 342* ☐ A. Back-up Contract
343* ☐ B. Kick Out Clause
344* ☐ C. Other _____

345* **23. Additional Terms:** _____
346 _____
347 _____
348 _____
349 _____
350 _____
351 _____
352 _____
353 _____
354 _____
355 _____
356 _____
357 _____
358 _____
359 _____
360 _____

361 **COUNTER-OFFER/REJECTION**

- 362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
363 deliver a copy of the acceptance to Seller).
364* ☐ Seller rejects Buyer's offer

365 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**
366 **signing.**

367* **Buyer:** Christy Ulean Date: 6/24/2022

368* Print name: _____

369* **Buyer:** _____ Date: _____

370* Print name: _____

371 **Buyer's address for purpose of notice:**

372* Address: _____

373* Phone: _____ Fax: _____ Email: _____

374* **Seller:** _____ Date: _____

375* Print name: _____

376* **Seller:** _____ Date: _____

377* Print name: _____

Buyer (u) () and Seller () () acknowledge receipt of a copy of this page, which is 7 of 8 pages.

378 **Seller's** address for purpose of notice:
379* Address: _____
380* Phone: _____ Fax: _____ Email: _____
381* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
382 **final offer or counter offer.)**

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer (CW) () and Seller () () acknowledge receipt of a copy of this page, which is 8 of 8 pages.

VAC-14 Rev 3/21

Serial#: 081922-000165-6100198

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Form
Simplicity

RECEIPT

DATE 6/7/2022

NO. **8921**

RECEIVED FROM Tax deed property investments LLC

ADDRESS _____

DOLLARS \$ 22,600.⁰⁰

FOR Certificate # 4448

CK# 0137619140

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH		
AMT. PAID			CHECK	22,600.00	
BALANCE DUE			MONEY ORDER		

BY Liphaey Shaw

RECEIPT



CLERK OF THE CIRCUIT COURT & COMPTROLLER
LAKE COUNTY, FLORIDA
GARY J. COONEY, CLERK

1302141

RECORDING DIVISION
PO BOX 7800
550 W. MAIN STREET
TAVARES, FL 32778
352-253-2600

Transaction # 1302141
Receipt #: 2022064341
Cashier Date: 6/8/2022 8:58:42AM
Print Date: 6/8/2022 8:58:44AM

CUSTOMER INFORMATION

TAX DEED PROPERTY INVESTMENTS LLC
13235 MOONFLOWER CIR
CLERMONT, FL 34711

TRANSACTION INFORMATION

Date Received: 6/7/2022 3:30:04PM
Location: Recording
Return Code: Inter-office
Trans Type: Recording
Reference: cert# 4148-2018
Cashier: TSHAW

PAYMENT SUMMARY

Total Fees \$22,600.00
Total Payments: \$22,600.00
Balance Due: \$0.00
Cash Tendered:
Change: \$0.00

Payment

CHECK

#0137619140

\$22,600.00

Miscellaneous Item

TAX DEED ESCROW

BK/PG: / DOC #: Date: 6/8/2022 8:58:41AM

Fees TAX DEED ESCROW 2

\$924.35

Official Record

NOTICE

BK/PG: 5970/2067 DOC #: 2022078887 Date: 6/8/2022 8:58:41AM

Fees RECORDING FEE

\$10.00

AFFIDAVIT

BK/PG: 5970/2068 DOC #: 2022078888 Date: 6/8/2022 8:58:41AM

Fees RECORDING FEE

\$10.00

TAX DEED

BK/PG: 5970/2069 DOC #: 2022078889 Date: 6/8/2022 8:58:41AM

Fees AUCTION DEPOSIT FEE

\$24.45

Fees DEED DOC

\$158.20

Fees RECORDING FEE

\$10.00

Fees TAX DEED CLERK FEE

\$292.32

Fees TAX DEED MISC

\$21,460.00

Fees TAX DEED MISC 2

-\$292.32

Fees TD ERECORD CERTIFICATION

\$2.00

Fees TD ERECORD COPY

\$1.00

INSTRUMENT#: 2022070889 OR BK 5970 PG 2069 PAGES: 1 6/8/2022 8:58:41 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: \$10.00 DEED DOC:\$158.20

Tax Certificate No. 4448-2018
Parcel Identification No. 19-22-25-080000000800

Tax Deed

STATE OF FLORIDA
COUNTY OF LAKE

Tax Certificate numbered 4448 issued on June 1, 2018 was filed in the Office of the Tax Collector of Lake County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 7th day of June 2022, the land was offered for sale. It was sold to:

TAX DEED PROPERTY INVESTMENTS LLC
13235 MOONFLOWER CIR
CLERMONT, FL 34711



who was the highest bidder and has paid the sum of the bid as required by law.

The land described below, including any inherent property, buildings, fixtures, and improvements of any kind and description, situated in this County and State:

CLERMONT, LINCOLN PARK LOT 6 PB 8 PG 610RB 1538
PG 2220

On this 7th day of June 2022, in Lake County, Florida, for the sum of \$22,600.00, the amount paid as required by law:

WITNESS

Chariann Neura

Madeline Kuharske

GARY J. COONEY
Clerk of the Circuit Court and Comptroller
Lake County, Florida



BY:
Tiphany Shaw, Deputy Clerk

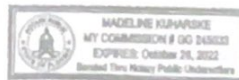
STATE OF FLORIDA
COUNTY OF LAKE

On this 7th day of June 2022, before me personally appeared Tiphany Shaw as Deputy Clerk for Gary J. Cooney, Clerk of the Circuit Court and Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be her/his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid

Madeline Kuharske
NOTARY PUBLIC STATE OF FLORIDA

Prepared By:
Tiphany Shaw, Tax Deed Clerk
Gary J. Cooney
Clerk of the Circuit Court and Comptroller
P.O. Box 7800
Tavares, FL 32778



CR-506 R. 04/18
Rule 12D-16.002
Florida Administrative Code
E.S. 04/18



I certify that the foregoing is a true and accurate copy of the document as reflected in the Official Records. Portions may be redacted as required by law.
GARY J. COONEY, Clerk of the Circuit Court and Comptroller, Lake County, Florida
By: Deputy Clerk 6/8/2022 9:00:08 AM

Tax Certificate No. 4448-2018
Parcel Identification No. 19-22-26-080000000600

INSTRUMENT #2022078889
OR BK 5970 PG 2069 - 2069 (1 PGS)
DATE: 6/8/2022 8 58 41 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$10.00 DEED DOC \$158.20

Tax Deed

STATE OF FLORIDA
COUNTY OF LAKE

Tax Certificate numbered 4448 issued on June 1, 2018 was filed in the Office of the Tax Collector of Lake County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 7th day of June 2022, the land was offered for sale. It was sold to:

TAX DEED PROPERTY INVESTMENTS LLC
13235 MOONFLOWER CIR
CLERMONT, FL 34711



who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

CLERMONT, LINCOLN PARK LOT 6 PB 8 PG 6IORB 1538
PG 2220

On this 7th day of June 2022, in Lake County, Florida, for the sum of \$22,600.00, the amount paid as required by law.

WITNESS:

Clariann Neura

Madeline Kuharske



Gary J. Cooney
Clerk of the Circuit Court and Comptroller
Lake County, Florida

BY:
Tiphany Shaw, Deputy Clerk

STATE OF FLORIDA
COUNTY OF LAKE

On this 7th day of June 2022, before me personally appeared Tiphany Shaw as Deputy Clerk for Gary J. Cooney, Clerk of the Circuit Court and Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be her/his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid

Madeline Kuharske
NOTARY PUBLIC STATE OF FLORIDA

Prepared By:
Tiphany Shaw, Tax Deed Clerk
Gary J. Cooney
Clerk of the Circuit Court and Comptroller
P.O. Box 7800
Tavares, FL 32778



DR-506 R. 04/16
Rule 12D-16.002
Florida Administrative Code
Eff. 04/16

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 11, 2022

NEW BUSINESS

Item No. 13 - Lien Reduction

Development Services Director Henschel presented the lien reduction request. This is a request for a lien reduction on a residential zoned (R-2) vacant lot at 775 E. Juniata Street. On February 26, 2015, Code Enforcement received a complaint about overgrowth at this property and for approximately 7 years. the property was in and out of compliance. Five cases in total were initiated with several being a Repeat Violation under Chapter 14-9. Which is weeds and property maintenance.

The notices sent to the owner who lived out of state. in Georgia, were returned unclaimed. Many attempts through the years to contact the owner were made but all were unsuccessful. All 5 cases appeared in front of the Code Enforcement Board and Special Magistrate with fines assessed. On February 16, 2016. a motion for an order imposing a fine and creating a lien was declared for 4 cases and on January 21, 2020, a second lien was created for the fifth case. All 4 cases accrued a total amount owed of \$19,450.00. On the fifth case the accrual amounted to \$250,750.00. The total amount in all 5 cases equals \$270,200.00 after the property came into compliance, it is in compliance today.

City Attorney Mantzaris explained that the current owner of the property acquired the property through a tax certificate acquisition, which is subject to the existing lien. The owners approached the City with a request for the Council to consider a reduction of the \$270,200.00 lien to \$1,000.00. Staff has looked over the request and communicated back to their lawyer that staff could support a reduction to \$25,000.00. It is up to City Council and is their decision on how to handle the request. The property is ready to be foreclosed on if the Council decides to go in that direction. If Council goes in that direction then would not have funds to pay off the lien and would incur attorney's fees to do so. Staff believes that \$25,000.00 is a reasonable amount to get from the respondent. If Council approves a reduction, staff suggests to set a timeframe for payment, if payment is not made within that time then it would revert back to the full amount and that the city would be authorized to foreclose on the lien.

City Manager Bulthuis stated that the lien of \$270,000.00 is on a lot that is worth around \$50,000.00. Mr. Bulthuis explained that the fines were accrued over time and gave an explanation of how staff came to the reduction amount of \$25,000.00.

Council discussed the negotiations regarding the reduction along with a reasonable timeframe for payment.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 11, 2022

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

Council gave their thoughts on the amount to reduce the lien to and timeframe to make payment.

Mr. Mantzaris cautioned Council about giving them an opportunity to return; select a date now in which the money owed is due.

Council Member Bates motioned to reduce the lien to \$25,000.00 to be paid by November 14, 2022. if at that point they have not paid it then the City will move forward to foreclose on the property:

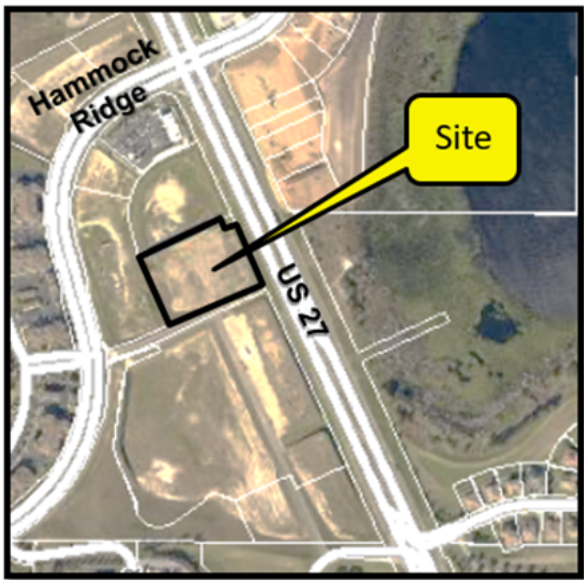
Council Member Entsuaah asked for clarification on what happens if they asked for an extension. City Attorney Mantzaris stated that they would have to come back to Council.

Seconded by Council Member Entsuaah.

City Attorney Mantzaris clarified that if the \$25,000.00 is not paid by November 14, 2022 then the city will move forward with foreclosure on the full amount of the lien.

Passed unanimously 5-0 with all members present voicing aye.

AGENDA ITEM

Meeting Date	
Tuesday, April 11, 2023	
Agenda Item Name	
Resolution No. 2023-003R <i>Micro-Hospital CUP</i>	
Requested Action	
Recommend approval of Resolution 2023-003R	
Staff Report	
<i>This item was tabled from the February 28, 2023 City Council Meeting.</i> The applicant is requesting a Conditional Use Permit (CUP) to allow a micro-hospital to occupy more than 5,000 square feet of total floor space in the Tuscany Village PUD, Resolution 1532. The Tuscany Village PUD is located west of the Hammock Ridge Road and US 27 intersection. The Tuscany Village PUD was approved for Light Commercial (C-1) uses in 2005 for a mixed use commercial center not to exceed 459,000 square feet. The applicant is proposing a 28,700 square foot single-story building with associated parking on 2.82 +/- acres. This equates to a floor area ratio (FAR) of 0.23, which is below the maximum allowed of 0.25.	
	
The micro-hospital will provide concierge-level emergency and inpatient medical care, allowing for the treatment of a larger variety of illnesses/injuries with the capability of inpatient care. The services include, but not limited to; trauma treatment, medical diagnostics and imaging, 8 dedicated patient rooms, an operating room, laboratory, and other associated services with a hospital, but on a much smaller scale. The micro-hospital will operate 24 hours a day, 7 days a week, all year long. The anticipated number of employees on a shift will consist of approximately 10 staff members, which will include 1-2 medical doctors, 1-2 registered nurses, 2 technicians, 1 front desk administrator, 1 security guard and 2-3 housekeeping staff. The project will be providing 47 parking spaces, which exceeds the City's requirement for hospitals/clinics.	
The applicant has not applied for any variances and has indicated that they can develop the site according to the Land Development Code. The proposed micro-hospital is consistent with the area as a whole and would be located in an area that would generate users of the facility. The applicant has been through the City's preliminary site plan review process with staff on the proposed project. The proposed building would be required to meet the City's	

Architectural Standards.



Staff has reviewed the CUP application in accordance to Sec. 86-144 (d) of the Land Development Code. The proposed intensity, character and type of development is in compliance with the City's comprehensive plan for Commercial future land use. The Tuscany Village PUD has been massed graded and is prepared for site development. A traffic analysis has been done and it has been determined the proposed project would have less than a total of 50 AM/PM peak hour trips, which would be considered a "de minimis" impact on the transportation network. Staff recommends approval of Resolution 2023-003R. *The Planning and Zoning Commission recommended approval, 3-2.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
---------------	-----------------------------	-------------------------

Exhibits Attached (copies of original agreements)

1.	2023-003R Micro-Hospital CUP (4.3.2023)	2023-003R Micro-Hospital CUP (4.3.2023).pdf
2.	Micro Hospital Location Map	Micro Hospital Location Map.pdf
3.	Site Plan	Site Plan.pdf
4.	Layout-Elevations	Layout-Elevations.pdf
5.	Emergency Transport Statement from Nutex	Emergency Transport Statement from Nutex.pdf
6.	Trip generation	Trip generation.pdf
7.	Application	Application.pdf
8.	Legal ad	Legal ad.pdf



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A MICRO-HOSPITAL USE GREATER THAN 5,000 SQUARE FEET IN THE TUSCANY VILLAGE PUD, RESOLUTION 1532; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held February 7, 2023 recommended approval of this Conditional Use Permit to allow for a micro-hospital use greater than 5,000 square feet in the Tuscany Village PUD, Resolution 1532; at the following location:

LOCATION:

Vacant parcel located south of the US 27 and Hammock Ridge intersection,
south of Chick-Fil-A, adjacent to the stormwater pond
(AK 3926624)

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 86-144 (d) of the Land Development Code, the City Council finds, that: (1) granting the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location.

WHEREAS, the City Council determines that the application for a conditional use permit meets the criteria set forth in the Land Development Code and otherwise it is in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that based on the findings stated above and incorporated herein:

This application for a Conditional Use Permit to allow for a micro-hospital use greater than 5,000 square feet in the Tuscany Village PUD, Resolution 1532; be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The Fire Inspector shall provide building inspections for life safety requirements and all fire code regulations must be in compliance prior to the issuance of any Building Certificate of Occupancy.
5. The Building Inspector shall inspect all structures and building for compliance and any building code violations shall be corrected before the issuance of the Certificate of Occupancy.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above and contained in the legal description in Exhibit A is subject to the terms and conditions of the Conditional Use Permit.
8. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by Resolution.
9. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Clermont Development Services Department.
10. Should approved uses cease operation for more than 180 days, a new Conditional Use Permit shall be required for the same or similar operations.
11. The property shall be developed in substantial accordance with the Conceptual Site Plan, dated 10-10-22, prepared by Concept Companies, Exhibit B. All new development and/or changes to the subject property must submit for site plan approval by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The presentation site plan submitted with the Conditional Use Permit application is not the approved and final construction plan.

SECTION 2: LAND USE

1. This permit is for up to a 30,000 square foot single-story building to be used as a micro-hospital. The site may also be used for other permitted C-1 uses as indicated in the Tuscan Village PUD, Resolution 1532.



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

2. The building setback will be a minimum of 25 feet from the internal drive and stormwater pond, 12 feet from the interior rear and 50 feet from US 27.
3. The building shall be designed in a manner that shall meet the City of Clermont's Architectural Standards and as represented in the provided elevations, Exhibit C.
4. The site shall be designed and developed to comply with the Clermont Land Development Regulations.
5. Prior to receiving site plan approval, the facility shall submit an emergency transport plan to the City of Clermont and Lake County for review and approval. In this plan, it shall document the procedures for transport from the facility to another facility, including who is responsible for this transport, what method of transport and any other logistics. The emergency transport plan shall be approved prior to site plan approval and construction of the facility and will be reviewed on a regular basis and amended as needed, as requested by the City of Clermont and Lake County.

SECTION 3: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution 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 Resolution as a whole.

SECTION 5: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 11th day of April 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

Exhibit A – Legal Description:

**LEGAL DESCRIPTION:
ALL OF LOT 7, COMMERCIAL PARCEL 1**

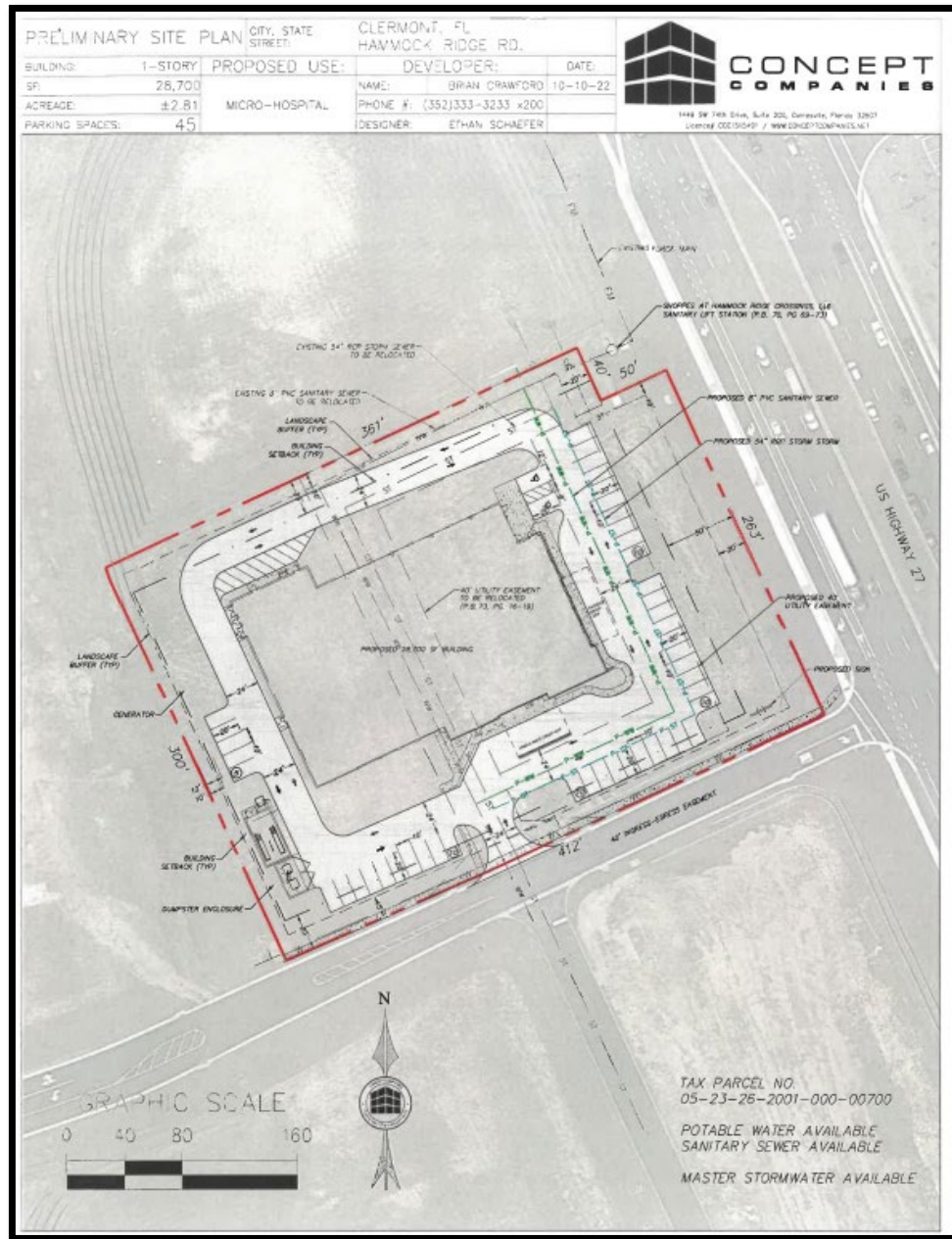
A PARCEL OF LAND LOCATED IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING ALL OF LOT 7, COMMERCIAL PARCEL 1 AS DESCRIBED IN SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 1, COMMERCIAL PARCELS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 69-73, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 7 AND THE NORTHEAST CORNER OF TRACT A, OF SAID SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 1 COMMERCIAL PARCELS PLAT BOOK 70, PAGES 69-73 THENCE WITH THE NORTH LINE OF SAID TRACT “A” THE FOLLOWING THREE COURSES: 1) SOUTHWESTERNLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 31.00 FEET. A CENTRAL ANGLE OF 09°36’02” AND A CHORD BEARING AND DISTANCE OF S60°22’16”W, 5.19 FEET) FOR AN ARC DISTANCE OF 5.19 FEET TO A POINT OF TANGENCY; 2) S65°10’17”W, A DISTANCE OF 257.76 FEET; 3) S66°31’39”W, A DISTANCE OF 149.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE LEAVING SAID NORTH LINE OF TRACT “A” AND WITH THE WEST LINE OF LOT 7. THE FOLLOWING TWO (2) COURSES: N24°50’08”W, A DISTANCE OF 291.75 FEET; 2) N18°38’41”W, A DISTANCE OF 8.36 FEET TO THE SOUTHWEST CORNER OF TRACT “A” OF TUSCANY VILLAGE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK, 64, PG. 13-15, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE WESTERLY LINE OF SAID LOT 7 AND WITH THE SOUTHERLY BOUNDARY LINE OF TRACT “A”, N65°10’23”E, A DISTANCE OF 361.07 FEET TO THE NORTHWEST CORNER OF TRACT “LS” OF SAID TUSCANY VILLAGE PHASE 1; THENCE WITH THE WEST BOUNDARY LINE OF SAID TRACT “LS”, S24°49’27”E, A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF SAID TRACT “LS”; THENCE WITH THE SOUTH LINE OF SAID TRACT “LS”. N65°10’49”E, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 27 (STATE ROAD 25) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PER SECTION 11200, F.P. NO. 238422-1 AND 238423-1; THENCE WITH SAID WESTERLY RIGHT-OF-WAY LINE, S24°49’46”E, A DISTANCE OF 263.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.819 ACRES OF LAND, MORE OR LESS

CITY OF CLERMONT
RESOLUTION NO. 2023-003R

Exhibit B:
Conceptual Site Plan



CITY OF CLERMONT
RESOLUTION NO. 2023-003R

Exhibit C:
Sample Elevations

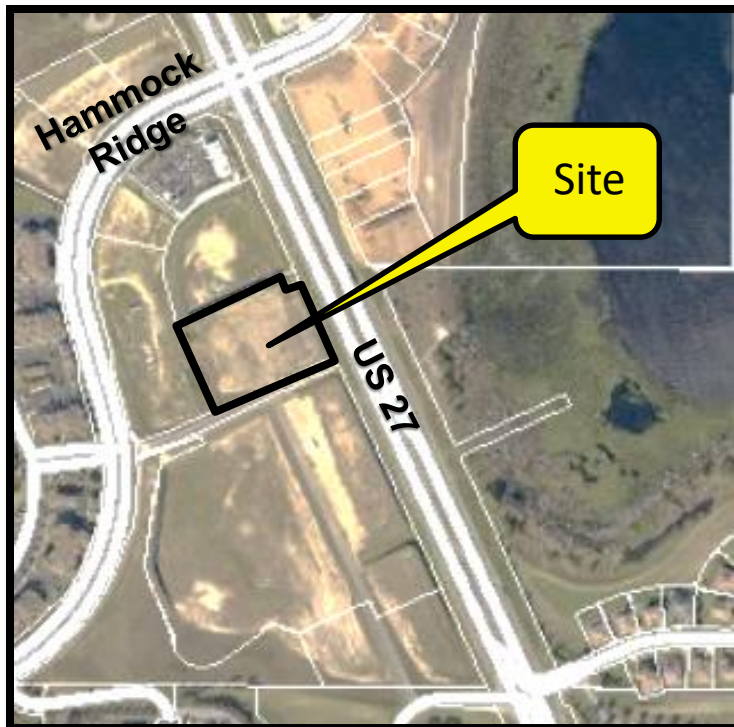


VIEW FROM EAST



VIEW FROM NE CORNER

Exhibit - Location Map –Micro-hospital



PRELIMINARY SITE PLAN

CITY, STATE
STREET:

CLERMONT, FL
HAMMOCK RIDGE RD.

BUILDING: 1-STORY
SF: 28,700
ACREAGE: ±2.81
PARKING SPACES: 45

PROPOSED USE:
MICRO-HOSPITAL

DEVELOPER:

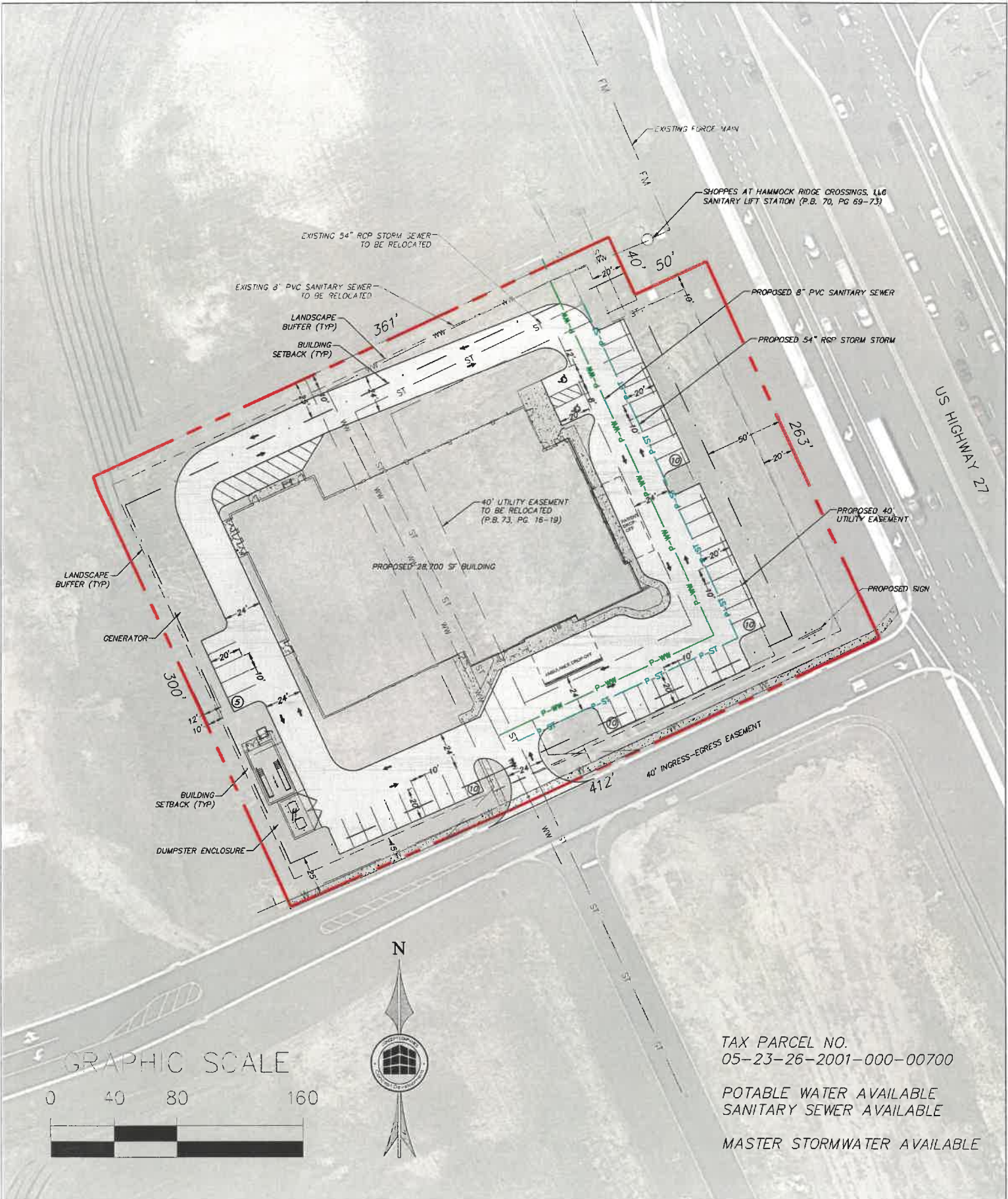
NAME: BRIAN CRAWFORD
PHONE #: (352)333-3233 x200
DESIGNER: ETHAN SCHAEFER

DATE:
10-10-22



CONCEPT
COMPANIES

1449 SW 74th Drive, Suite 200, Gainesville, Florida 32607
Licence# CCG1515491 / WWW.CONCEPTCOMPANIES.NET



PRELIMINARY SITE PLAN

CITY, STATE
STREET:

CLERMONT, FL
HAMMOCK RIDGE RD.

BUILDING: 1-STORY

PROPOSED USE:

DEVELOPER:

DATE:

SF: 28,700

NAME:

BRAN CRAWFORD

10-10-22

ACREAGE: ±2.81

MICRO-HOSPITAL

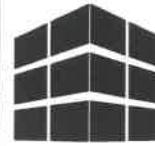
PHONE #:

(352)333-3233 x200

PARKING SPACES: 45

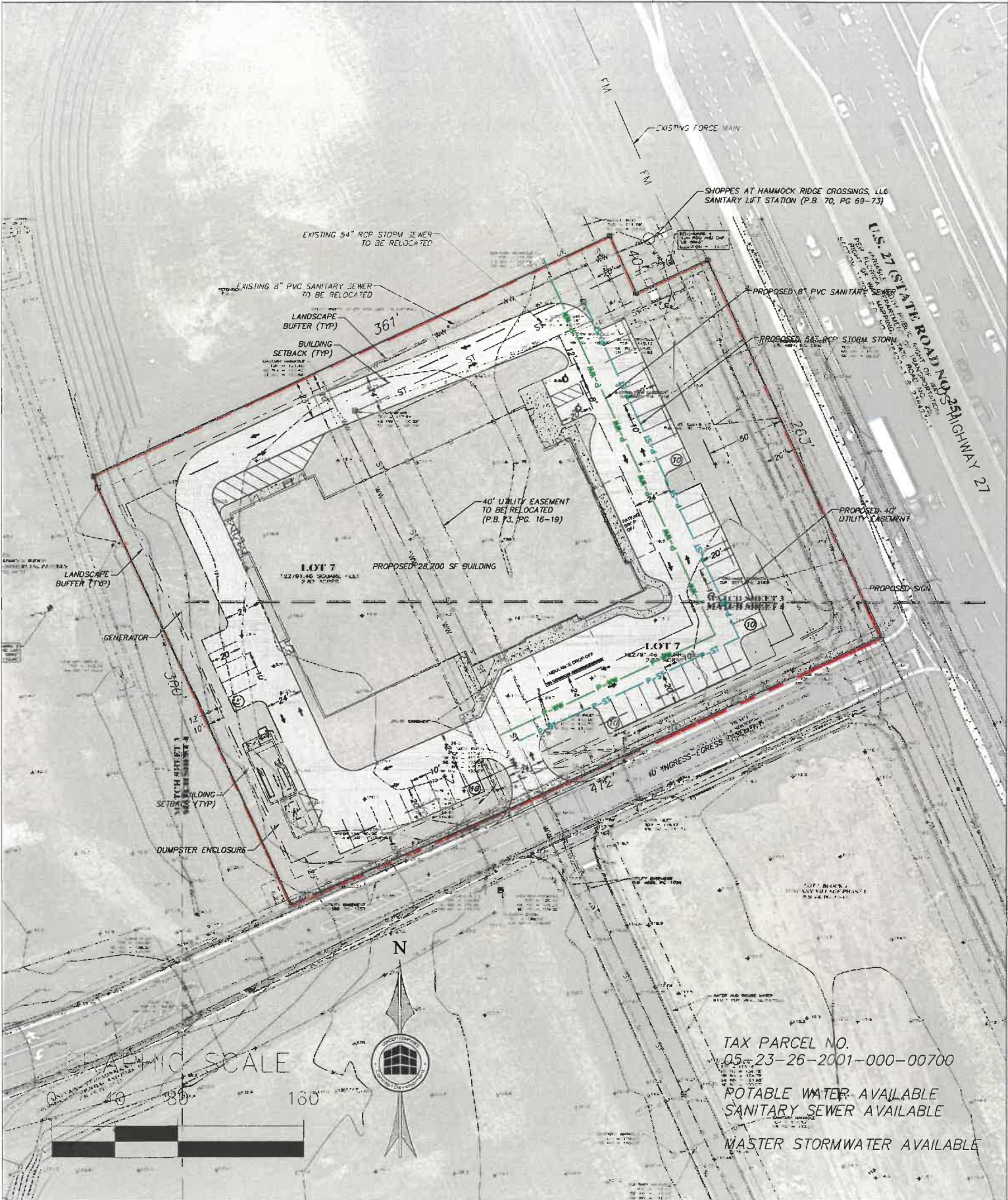
DESIGNER:

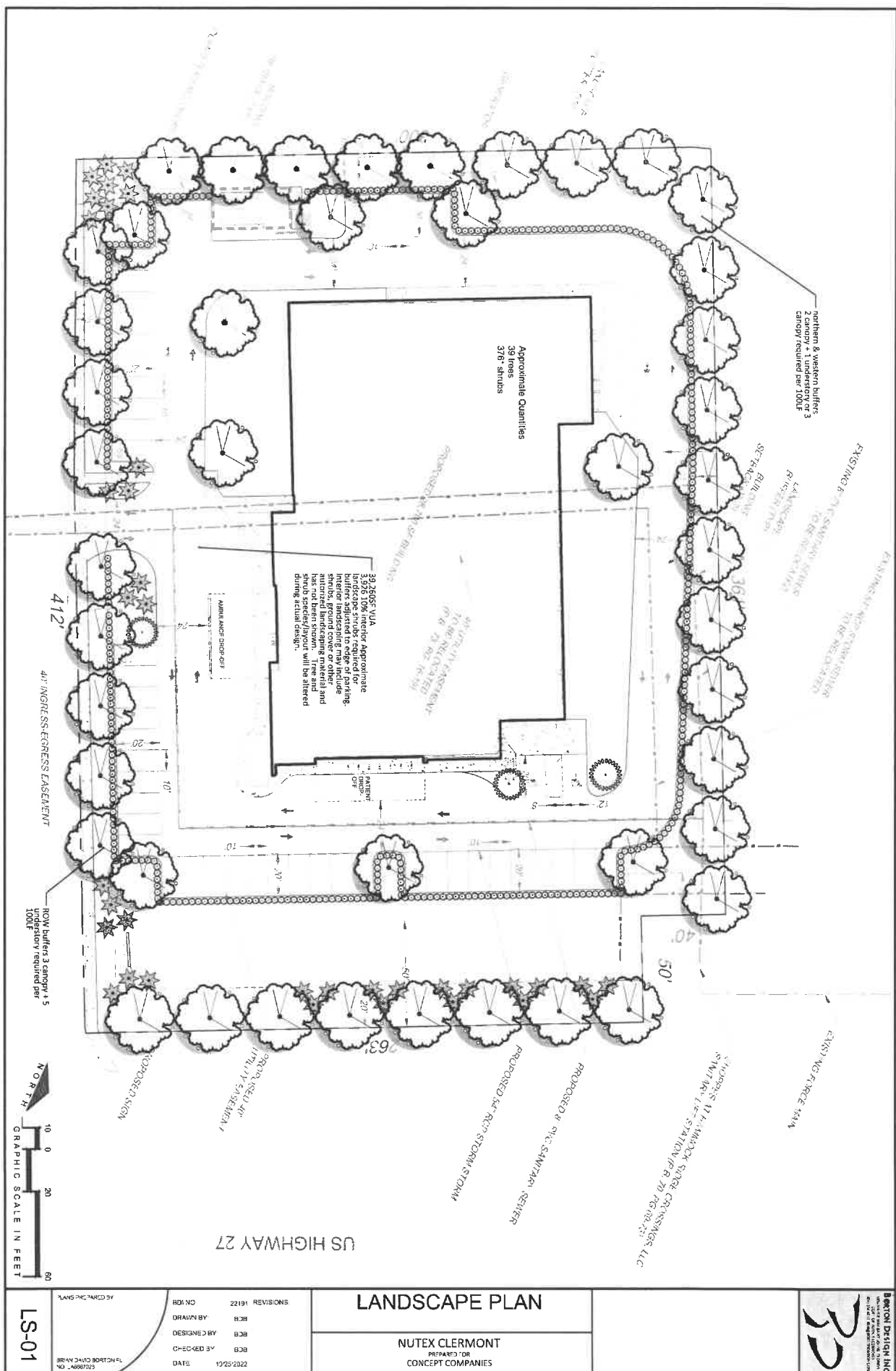
ETHAN SCHAEFER



**CONCEPT
COMPANIES**

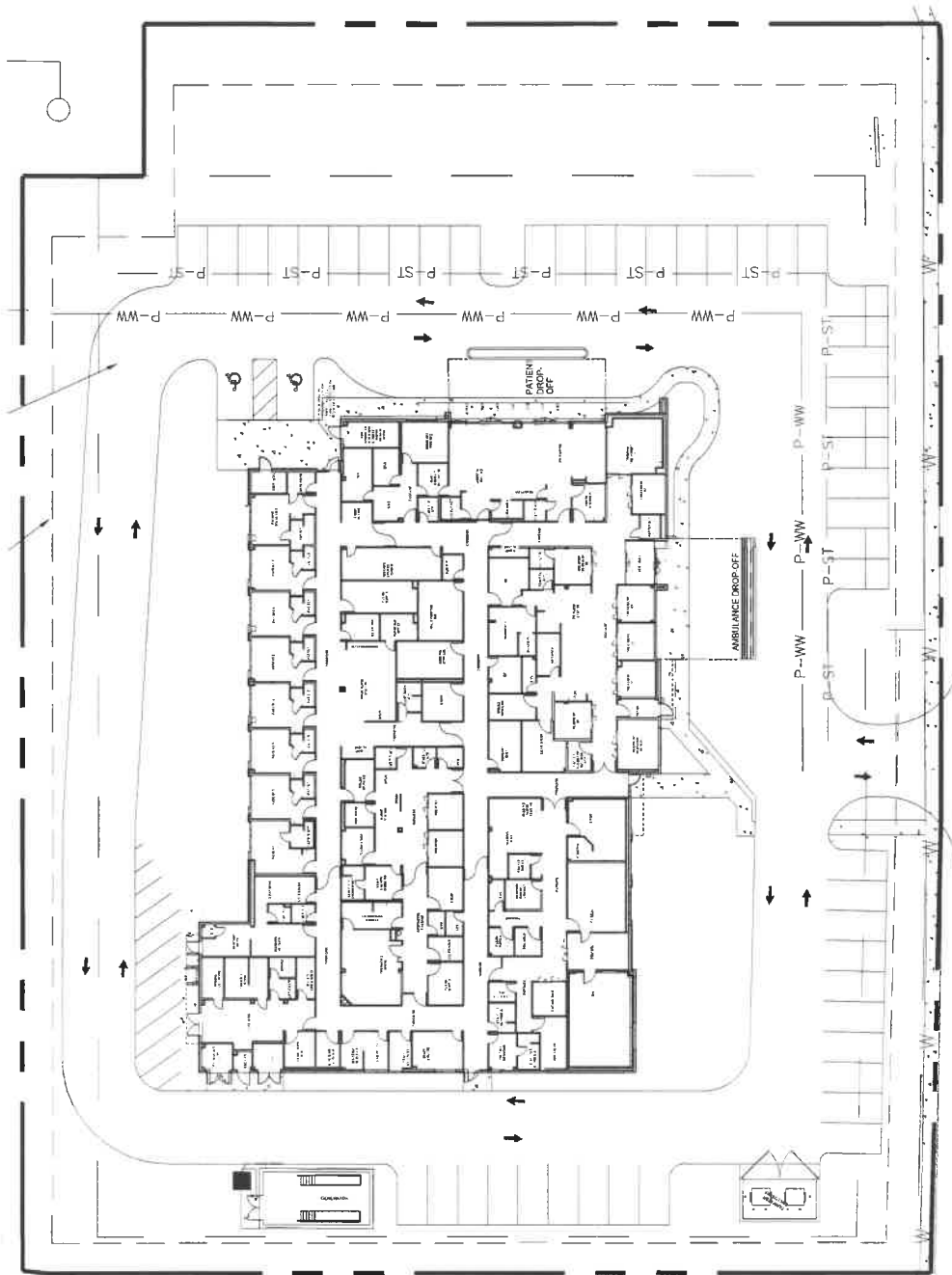
1449 SW 74th Drive, Suite 200, Gainesville, Florida 32607
Licence# CGC1515491 / WWW.CONCEPTCOMPANIES.NET







THE PURPOSE OF THIS EXTERIOR RENDERING IS TO SHOW DESIGN INTENT ONLY.



TITLE NORTH
 1 ARCHITECTURAL SITE PLAN
 1/16" = 1'-0"

NUTEX HEALTH
 Clermont ER & Hospital

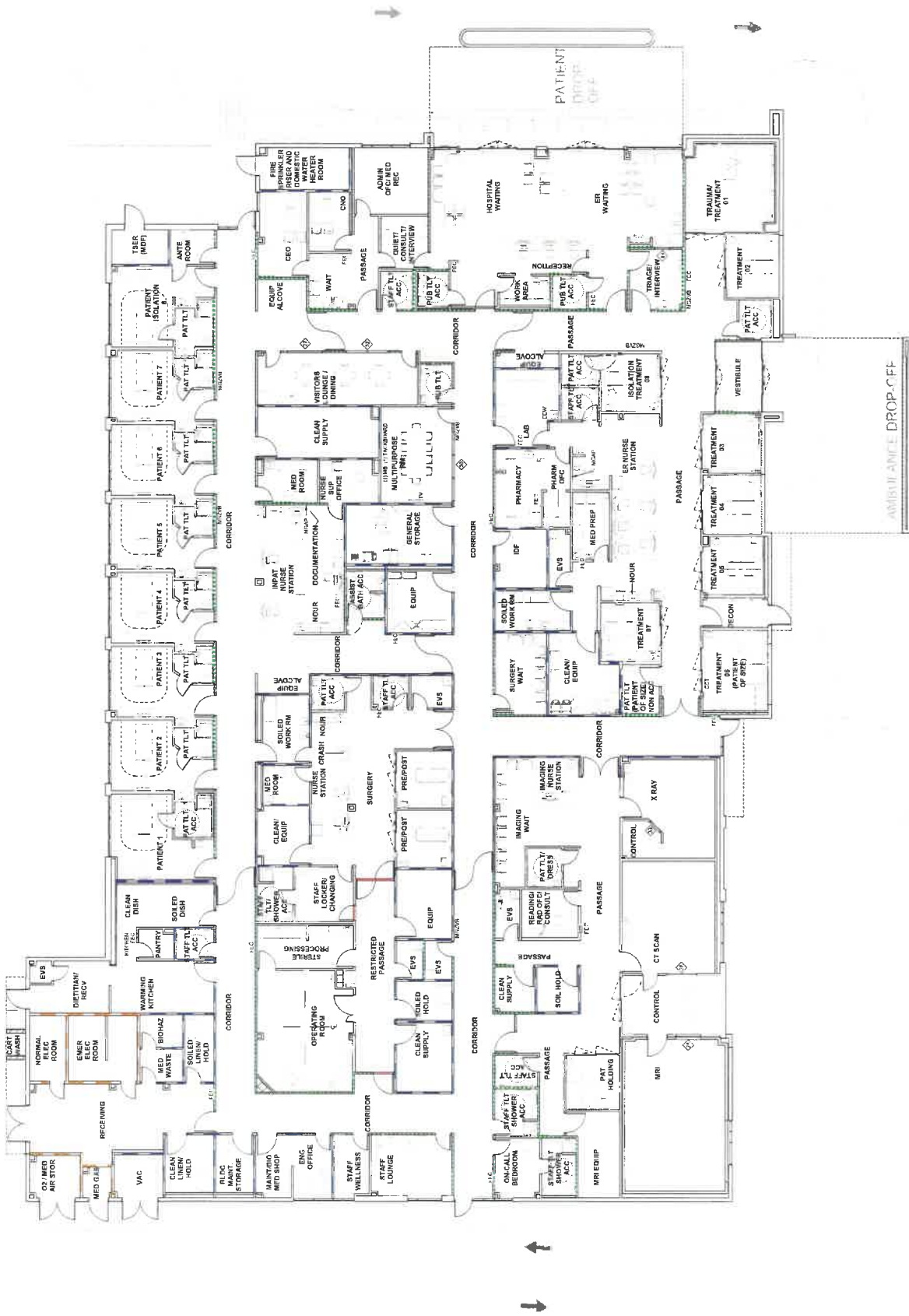


901 Knight Bus Avenue
 Suite 300
 Tampa, FL 33602
 Tel: 813.251.5300
 Fax: 813.251.5302
 P. O. Office No. 48943402
 FL Registry No. RT2806
 GreshamSmith.com

Revision		ARCHITECTURAL SITE PLAN	
No.	Date	Description	

P100

4XXXX 06
 10/28/2022



TRUE NORTH
1" = 10'

1 FIRST FLOOR NEW CONSTRUCTION PLAN

No.	Date	Description

100 Maple Run Avenue
Suite 800
Tampa, FL 33602
Tel: 813.281.1000
Fax: 813.281.1001
FL Contractor License No. 14501000
PL Registry No. 17000008
GreshamSmith.com



NUTEX HEALTH
Clermont ER & Hospital

OVERALL FLOOR PLAN
P202
4/00/00.00
10/26/2022



NUTEX HEALTH
Clermont ER & Hospital



Revision	
No.	Date Description

NOTE
302 Knights Run Avenue
Suite 900
Tampa, FL 33607
813.251.6339

FL Qualifier No. AR0013420
FL Registry No. RY9806

GregJen@Smith.com

4 XXXXX 00
10 28 2022



VIEW FROM SE CORNER



VIEW FROM SW CORNER

NUTEX HEALTH
Clermont ER & Hospital



302 Knight Run Avenue
Suite 800
Tampa, FL 33602
Tel: 813.251.8235
FL Qualifier No. AR00134720
FL Registry No. RY2808
GreshamSmith.com

NOTE: RENDERINGS ARE FOR GENERAL INFORMATION OF DESIGN INTENT.

Revision	
No.	Description

RENDERINGS
P301
4/20/2020
15.74.7927



NUTEX HEALTH
Clermont ER & Hospital



NOT

FL Qualifier No. AR0013420
FL Registry No. RY3806

SteeleSmith.com

[illegible]

Revision	
No.	Date Description

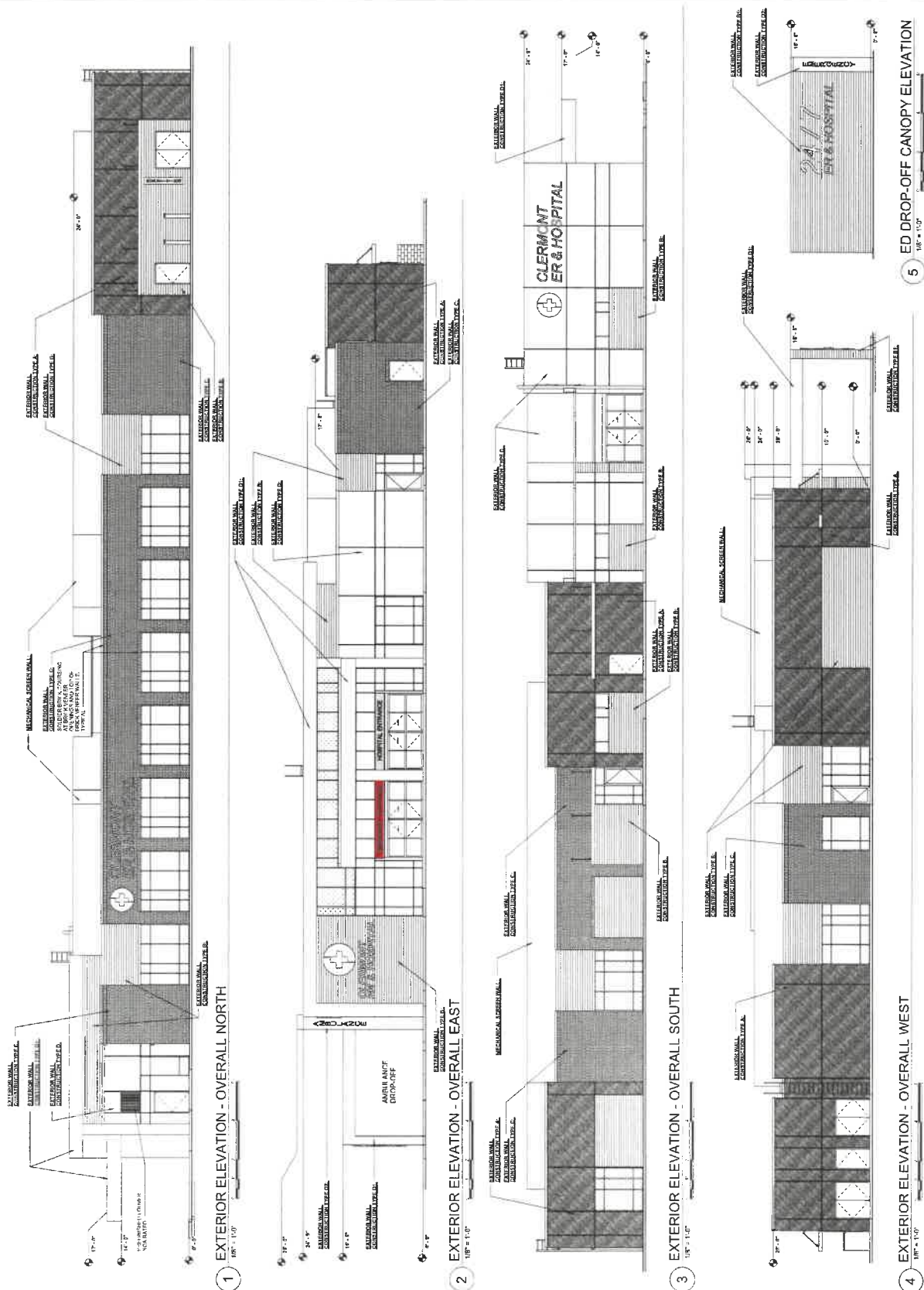
COLORED EXTERIOR ELEVATIONS

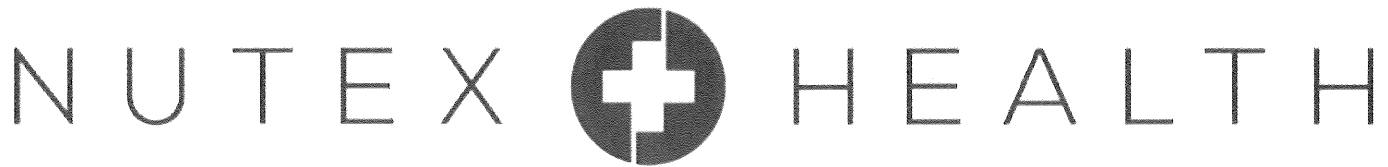
NOTE: RENDERINGS ARE FOR GENERAL INFORMATION OF DESIGN INTENT

COLORED EXTERIOR ELEVATIONS

P302

XXXXXX





City of Clermont
Planning and Zoning Commission
City Hall
685 W Montrose Street
Council Chambers
Clermont, FL 34711

RE: Resolution 2023-003R ~ Micro-Hospital Conditional Use Permit

Dear Members,

I am pleased to report to you, concretely, that Nutex Health, Inc ("Nutex") does not place burden on community resources. Nutex is proud to deliver best-in-class care, along with local facility partner physicians, across 22 quality care facilities in 7 states, with 14 upcoming facilities.

As to community impact specifically, Nutex submits:

1. Neither the City of Clermont Fire Department nor Lake County EMS will be expected to provide emergency transport.
2. Emergency transport from our hospital, if necessary, will be achieved via routine transfers and private transportation services.
3. Helicopter transport is unnecessary. In the event transport is needed, Nutex will deploy private emergency ground transport to the local tertiary care facility in South Lake Hospital.

Sincerely,

Andrew Barnett
Director of Business Development
Nutex Health Inc.

Cc: Tom Vo, M.D., MBA
CEO & Chairman of the Board
Nutex Health, Inc

James Pruitt, M.D.
Lead Physician Partner
Clermont ER & Hospital

James Holt
Managing Director of Real Estate & Development
Concept Companies

6030 S Rice Ave, Suite C
Houston, TX 77081

713.660.0557

info@nutexhealth.com
[NUTEXHEALTH.COM](https://www.nutexhealth.com)



361 Strawder Road
Ray City, GA 31645
(229)237-3269

October 26, 2022

David Cottingham
Vector Civil Engineering
1449 SW 74th Drive, Suite 200
Gainesville, FL 32607

Sent electronically via email

Re: Trip Generation Memo – Micro Hospital – Clermont, FL

David:

This memo is intended to identify the appropriate trip generation for a proposed micro hospital development in Clermont, Florida. Per your email the proposed micro-hospital has the following characteristics:

- Employee Count (maximum): 20
- Number of Licensed Hospital Beds: 8
- Building Size: 28,700 SF (1- Story)

Trip Generation:

The Institute of Transportation Engineers (ITE) Trip Generation 11th Edition was used to calculate the project trip estimates for the proposed land use for each of the three independent variables. Trip generations estimates are shown in terms of daily traffic, as well as the AM and PM peak hours. The proposed hospital falls under ITE Land Use Code 610. The estimated trip generation for the proposed development is shown in the tables below:

Beds: 8		
	Rate	Trips
Weekday	22.32	179
AM	1.79	14
PM	1.69	14

28,700 SqFt		
	Rate	Trips
Weekday	10.77	309
AM	0.82	24
PM	0.86	25

Employees: 20		
	Rate	Trips
Weekday	3.77	75
AM	0.28	6
PM	0.28	6

It is important to note that the average number of beds in the studies used by ITE is 309, the average square footage is 634,000 sf, and the average number of employees is 1,453. Therefore, caution should be used with these estimates. I believe that the number of beds or the number of employees provides a better estimate than the square footage, since that will more likely be the limitation to how many patients can be seen and treated.

Please let me know if you need additional information or if you have any questions.

Sincerely,

Lawrence T. Hagen, P.E., PTOE, RSP



CITY OF CLERMONT

CONDITIONAL USE PERMIT

APPLICATION

Date 10/28/2022		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) Proposed Micro-Hospital - Clermont, FL			
Applicant Concept Development			
Contact Person Holly Irish			
Address 1449 SW 74th Dr Suite 200	City Gainesville	State FL	Zip 32607
Telephone 352-333-3233 ext. 206	Fax 800-218-7809		
Email holly@conceptcompanies.net			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name Not Available			
Owner Address N/A	City N/A	State N/A	Zip N/A
Telephone N/A	Fax N/A		
PROPERTY INFORMATION			
Address of Subject Property Unassigned	City Clermont	State FL	Zip 34711
General Location The subject site is located SW of the intersection of Hammock Ridge Rd and US Hwy 27 in the City of Clermont, FL. The site is included as Lot 7 in Shoppes at Hammock Ridge Crossing Phase 2 Commercial Parcels, recorded in PB 73, Pages 16-19. The site is also included in and subject to Tuscany Village PUD, Resolution No. 1532.			
Legal Description & Alternate Key (include copy of survey) Alternate Key: 3926624 Property Parcel Number: 05-23-26-2001-000-00700 Please see attached legal description.			
Land Use (City verification required) Commercial			
Zoning (City verification required) PUD			



CITY OF CLERMONT CONDITIONAL USE PERMIT APPLICATION

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

The subject site is located SW of the intersection of Hammock Ridge Rd and US Hwy 27 in the City of Clermont, FL. The site is included as Lot 7 in Shoppes at Hammock Ridge Crossing Phase 2 Commercial Parcels, recorded in PB 73, Pages 16-19. The site is also included in and subject to Tuscany Village PUD, Resolution No. 1532.

The proposed micro-hospital is approximately 28,700 SF with associated parking. The development proposes connection to public potable water and sanitary sewer connections, which are available to the site.

The proposed micro-hospital will provide additional health care services to the City of Clermont and offer an alternative to the hospitals and medical offices located a few miles northeast of the site, near SR 50 and Citrus Tower Blvd.

Holly Irish

Applicant Name (print)

x Holly Irish 
Applicant Name (signature)

See Attached Affidavit

Owner Name (print)

x _____
Owner Name (signature)

*****NOTICE*****

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

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

5/26/2020

PROPERTY OWNER AFFIDAVIT

Property Owner:

Shoppes at Hammock Ridge Crossings, LLC

Owner phone: 407-297-1600

Owner email: Michelle@mcequity.com

Property County: Lake

Parcel IDs: 05-23-26-2001-000-00700

Agent:

Concept Development, Inc. and Concept Construction of North Florida, Inc.
1449 SW 74th Drive, Suite 200
Gainesville, FL 32607
(352) 333-3233

Authorized Actions of Agent:

Design and submission of documentation, forms and plans and application for all permits as required from those regulatory agencies having jurisdiction over the Property (e.g. County, City, Water Management District, FDOT, FDEP, etc.) and on-site access for inspections, testing, data collection, etc.

I hereby certify that I am the owner of record. I hereby authorize the above listed agents to act on my behalf for the purposes of any and all applications and securing the above requested actions.

Shoppes at Hammock Ridge Crossings, LLC,
A Florida limited liability company

By: Tulane Green Wave, LLC

Its: Manager

By: 

James Rassi

Its: Manager

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 1st day of November, 2022, by James Rassi of Shoppes at Hammock Ridge Crossings, LLC, a Florida Limited Liability Company, by means of ☒ physical presence or ☐ online notarization. Said person (check one): ☒ is personally known to me to be the person described herein, ☐ produced a driver's license as identification (issued by a state of the United States within the last five years) as identification, or ☐ produced other identification, to wit: _____.



Notary Public, State of Florida at Large



LEGAL DESCRIPTION:

ALL OF LOT 7, COMMERCIAL PARCEL 1

A PARCEL OF LAND LOCATED IN SECTION 5, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING ALL OF LOT 7, COMMERCIAL PARCEL 1 AS DESCRIBED IN SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 1, COMMERCIAL PARCELS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 69-73, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 7 AND THE NORTHEAST CORNER OF TRACT A, OF SAID SHOPPES AT HAMMOCK RIDGE CROSSINGS-PHASE 1 COMMERCIAL PARCELS PLAT BOOK 70, PAGES 69-73 THENCE WITH THE NORTH LINE OF SAID TRACT "A" THE FOLLOWING THREE COURSES: 1) SOUTHWESTERNLY WITH THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 31.00 FEET. A CENTRAL ANGLE OF 09°36'02" AND A CHORD BEARING AND DISTANCE OF S60°22'16"W, 5.19 FEET) FOR AN ARC DISTANCE OF 5.19 FEET TO A POINT OF TANGENCY; 2) S65°10'17"W, A DISTANCE OF 257.76 FEET; 3) S66°31'39"W, A DISTANCE OF 149.05 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE LEAVING SAID NORTH LINE OF TRACT "A" AND WITH THE WEST LINE OF LOT 7. THE FOLLOWING TWO (2) COURSES: N24°50'08"W, A DISTANCE OF 291.75 FEET; 2) N18°38'41"W, A DISTANCE OF 8.36 FEET TO THE SOUTHWEST CORNER OF TRACT "A" OF TUSCANY VILLAGE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK, 64, PG. 13-15, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE WESTERLY LINE OF SAID LOT 7 AND WITH THE SOUTHERLY BOUNDARY LINE OF TRACT "A", N65°10'23"E, A DISTANCE OF 361.07 FEET TO THE NORTHWEST CORNER OF TRACT "LS" OF SAID TUSCANY VILLAGE PHASE 1; THENCE WITH THE WEST BOUNDARY LINE OF SAID TRACT "LS", S24°49'27"E, A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF SAID TRACT "LS"; THENCE WITH THE SOUTH LINE OF SAID TRACT "LS". N65°10'49"E, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 7, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. 27 (STATE ROAD 25) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PER SECTION 11200, F.P. NO. 238422-1 AND 238423-1; THENCE WITH SAID WESTERLY RIGHT-OF-WAY LINE, S24°49'46"E, A DISTANCE OF 263.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.819 ACRES OF LAND, MORE OR LESS

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	AK 3926624

Date:	11/07/2022
Order Number:	8037170
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	49.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	11/29/2022 - 12/06/2022	Govt Public Notices
LEE dailycommercial.com	2	11/29/2022 - 12/06/2022	Govt Public Notices

Total Order Confirmation	\$153.08
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Ad Preview

LEGAL NOTICE

On Tuesday, December 6, 2022 at 6:30 PM the Clermont Planning & Zoning Commission will consider a request for an amendment to a Conditional Use Permit to allow for a micro-hospital use greater than 5,000 square feet in the Tuscany Village PUD, Resolution 1532. The final hearing of the proposed request will be heard on Tuesday, December 13, 2022 at 6:30.

LOCATION

Vacant parcel located south of the US 27 and Hammock Ridge intersection, south of Chick-Fil-A, adjacent to the stormwater pond (AK 3926624)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All public meetings will be held in the Clermont City Hall, Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

All interested parties shall 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. 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 Howe, MMC
City Clerk
Daily Commercial
Nov. 29 and Dec. 6, 2022



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 11, 2023		
Agenda Item Name		
Variance Request 601 E. Desoto Street		
Requested Action		
Recommend denial of requested variance.		
Staff Report		
<i>This item was tabled at the February 28, 2023 Council meeting.</i> The applicant is requesting a variance to allow for an existing residential front yard fence to exceed the maximum 4-foot height permitted by the Land Development Codes, Section 122-341, Accessory Uses and Structures. The single family residential property is located at 601 East Desoto Street, which is on the corner of Scott and East Desoto Street. The zoning is R-2 Medium Density Residential and the Land Use Designation is Low Density Residential. The applicant was granted a residential fence permit which indicated in the submitted survey, the front yard fence height would not exceed the 4-foot high maximum allowed and the rear/side yard fence height could be up to 6-foot high as permitted by the codes. The existing front yard fence is approximately five and half (5 ½) feet high, which exceeds the maximum permitted. Therefore, the property currently has an open Code Enforcement violation case. The applicant is requesting a variance to allow the existing front yard fence to remain as constructed. Staff finds the proposed residential front yard fence height exceeds the maximum 4-foot height permitted by the Land Development Codes and the provisions of the approved permit. Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet the required positive findings on all (5) five review criteria. Therefore, staff recommends denial of the requested variance.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. New 86-174 Review Criteria	New 86-174 Review Criteria.pdf	
2. NEW LOCATION MAP	NEW LOCATION MAP.pdf	
3. Site plan	Site plan.pdf	
4. Original Approved Permit	Original Approved Permit.pdf	
5. 601 E Desoto Street-Display Picture	601 E Desoto Street-Display Picture.pdf	
6. Pictures (1)	Pictures (1).jpg	
7. Picture (2)	Picture (3).jpg	
8. Application	Application.pdf	
9. Legal ad	Legal ad.pdf	
10. Fence Height	Fence Height.docx	

601 E Desoto Street - Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners of negatively impact the standard of living of the citizens of the city;
Applicant response: *Granting of the variance would not cause interference of enjoyment by adjacent property.*

Staff comments: *The variance request to allow for a single family residential lot front yard fence height to exceed the maximum 4 foot height requirements allowed by the Land Development Codes, Section 122-341. The fence is existing and there is an open code enforcement violation case against the property. The applicant is requesting a variance to allow the fence to remain as constructed.*

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: *Variance will allow reasonable use of the property which will not be out of character for other properties in the area.*

Staff comments: *The variance request is not out of character with other properties in this zoning district.*

Positive finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: *The variance will not be in conflict to the city codes.*

Staff comments: *The requested variance to the land development code will not further any legitimate city objective.*

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;
Applicant response: *Does not deteriorate the look of the neighborhood.*

Staff comments: *The requested variance is not in conflict with the intent of the Comprehensive Plan goals, objectives and policies for single family residential.*

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *The reason for the variance is to provide safety and security for a child, who happens to have Down syndrome with a tendency of eloping.*

Staff comments: *The requested variance is the minimum allowed for reasonable use of the land. The existing front yard fence does exceed the minimum 4 foot height permitted by the code. The fence is constructed of ornamental wrought iron material and shall be maintained in the original condition as designed.*

Positive finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance, staff has reviewed the application as presented and finds the application cannot meet a positive finding. Therefore, staff recommends **denial** of the variance request to the Land Development Code.

601 E Desoto – Location Map



EAST DESOTO STREET

PLATTED AS: DESOTA STREET

60' R/W (IMPROVED)

ASPHALT

E.O.P.

CURB

#1

5' CONC SWK

FND. 1/2" IRON ROD NO ID.

S 89°30'31" E 89.78'(M) 90° (P)

FND. 3/4" IRON PIPE NO ID.

1.3' OFF

SCALE: 1"=30'

SCOTT STREET

60' R/W (IMPROVED)

ASPHALT

CURB

E.O.P.

CURB

30.0'

#2

FND. 1/2" IRON ROD NO ID.

PP

FND. 1/2" IRON ROD NO ID.

LOT 30

LOT 28

LOT 26

LOT 29 (VACANT)

LOT 27 (VACANT)

LOT 25

BEARING BASIS

water meter

N 00°00'00" E 140.00'(P/M)

S 00°05'34" E 139.62'(M)

Building # 601
FF=200.10

covered patio

140' (P)

N 89°44'59" W 90.00'(P/M)

ad to:

ce Anthony Richardson and
Soren Richardson
National Title Agency, LLC
ount Residential Mortgage Group, Inc.
o Title Insurance Company

CATE:

BY CERTIFY THAT THE SKETCH OF SURVEY HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5 J 17
ID BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472.027, ONLY.
ARE NO VISIBLE ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL
F A FLORIDA LICENSED SURVEYOR & MAPPER THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY & IS NOT VALID.



BY:

GARY A. BURDEN

DATE: 03/30/2022

FLORIDA REGISTRATION NO.

3691 LB 7809

om LLC

per lane
d, FL 32779
7) 694-2461
garyburden@d2.com

FIELD SURVEY DATE 08/01/2021

JOB NUMBER

TIE-IN SURVEY 09/29/2021

FINAL SURVEY 03/30/2022

certs-4-26-2022

LOTS 27 AND 29, LINCOLN PARK ANNEX, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 11, PAGE 1
OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD OR OWNERSHIP.
2. THE LAND DESCRIPTION AND EASEMENTS SHOWN HEREON ARE IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
3. BEARINGS REFER TO THE WEST LINE OF SUBJECT PROPERTY BEING N00°00'00"E ASSUMED.
4. ALL DISTANCES/ANGLES ARE PER PLAT/MEASURED UNLESS OTHERWISE SHOWN.
5. NO UNDERGROUND IMPROVEMENTS LOCATED. (*) INDICATES BUILDING TIE TO PROPERTY LINE.
6. FLOOD ZONE: X SCALED FROM FEMA MAP. ELEVATIONS REFER TO HAVD 1988 DATUM. BENCHMARK GPS 13 LAKE ELEVATION=180.36'.
7. THE PURPOSE OF THIS SURVEY IS TO SHOW SITE IMPROVEMENTS

• Aesthetically pleasing side-of-fence must face outward
• Owner/Contractor is responsible for making sure fence is on/within property lines

Zoning-JU
CLERMONT
10/11/2022 4:48:16 PM

360' LINEAR FT. OF 8FT
TALL VINYL FENCE W/ 2
GATES-120' LINEAR FT. OF
4' FT TALL ALUMINUM
FENCE W/ 1 GATE



I HEREBY CERTIFY THAT THE SKETCH OF SURVEY HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5 J 17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTE 472.027, ONLY. THERE ARE NO VISIBLE ENCRoACHMENTS OTHER THAN THOSE SHOWN HEREON, UNLESS IT BEARS THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY & IS NOT VALID.

BY:  DATE: 03/30/2022
GARY A. BURDEN

601 E. Desoto Street





12/29/2022 11:52



CLERMONT
Scott St
CLERMONT
Desoto St

09/19/2022 10:39



CITY OF CLERMONT VARIANCE APPLICATION

DATE <u>1/2/2023</u>		FEE:	
Project Name (if applicable)			
Applicant <u>Ivania Soren Richardson</u>			
Contact Person <u>Same</u>			
Address <u>601 E. Desoto St.</u>		City <u>Clermont</u>	State <u>FL</u>
Telephone <u>407-865-4988</u>		Zip <u>34711</u>	
Email <u>Sorenera@hotmail.com</u>		Fax	
OWNER INFORMATION ☒ (Check box if information is same as Applicant)			
Owner's Name <u>Same</u>			
Owner Address		City	State
Telephone		Zip	
Email			
PROPERTY INFORMATION			
Address of Subject Property <u>601 E Desoto St.</u>		City <u>Clermont</u>	State <u>FL</u>
General Location		Zip <u>34711</u>	
Legal Description & Alternate Key (include copy of survey) <u>SEE ATTACHED</u>			
Land Use (City verification required)			
Zoning (City verification required)			



CITY OF CLERMONT
VARIANCE
APPLICATION

jump over a lower fence.

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

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

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

Keep the fence at the current height.

How does the Code create a hardship?

Our son has down syndrome & doesn't understand the concept of safety & danger. He elopes and will

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

SECTION 122-344

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) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

THE FENCE IS IN PLEASANT CONDITION & IMPROVES THE AESTHETICS OF THE NEIGHBORHOOD

- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

SEE ABOVE. DOES NOT IMPAIR THE NEIGHBORHOOD AND ALLOWS FOR SECURITY OF MY CHILD WHO HAPPENS TO HAVE DOWN SYNDROME WITH A TENDENCY OF ELOPING.

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

SEE ABOVE FOR A BRIEF SECURITY AGAINST ELOPING OF A CHILD WHO HAPPENS TO HAVE DOWN SYNDROME.

ELOPING.



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and **DOES NOT DETERIORATE THE LOOK OF THE NEIGHBORHOOD.**

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

THE REASON FOR THE VARIANCE IS TO PROVIDE SAFETY & SECURITY FOR A CHILD, WHO HAPPENS TO HAVE DOWN SYNDROME WITH A TENDENCY OF ELOPING.

Soren Richardson

Applicant Name (print)

x

Applicant Name (signature)

Soren Richardson

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 34712-0219
(352) 394-4083 Fax: (352) 394 3542

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	01/31/2023
Order Number:	8390016
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	44.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	02/21/2023 - 02/21/2023	Govt Public Notices
LEE dailycommercial.com	1	02/21/2023 - 02/21/2023	Govt Public Notices

Total Order Confirmation	\$79.52
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LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider this request at a public hearing on Tuesday, February 28, 2023 at 6:30 PM for the following variance: to allow for a fence height to exceed the maximum height requirements allowed by the Land Development Codes, Section 122-341, at the following location:

LOCATION:

601 E. Desoto Street
(Alternate Key #1624690)

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

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL.

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. 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 Howe, MMC
City Clerk

Daily Commercial

February 21, 2023

2/21/23





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 11, 2023		
Agenda Item Name		
Variance Request 4448 Linwood Trace Lane		
Requested Action		
Recommend denial of requested variance.		
Staff Report		
<i>This item was tabled at the March 14, 2023 City Council Meeting.</i> The applicant is requesting a variance to allow for a single family residential lot to exceed the maximum 55 percent impervious surface lot coverage allowed in the R-2 Medium Density Residential zoning district, as required by Section 122-145. The property is located in the Linwood Subdivision. The variance would allow the maximum lot coverage to increase from 55 percent to approximately 65 percent lot coverage for the installation of pavers around the existing pool. Because the pavers provide a solid porous surface area, this would provide a (10) ten percent increase to the maximum 55 percent (ISR) allowed for residential development. The increase to the maximum impervious surface (IRS) lot coverage could interfere with the allowable amount of ground surface area required to provide sufficient natural drainage and prevent water overflow onto adjacent properties. The City of Clermont has adopted performance standards to regulate and limit the maximum impervious coverage allowed for residential development to ensure water runoff doesn't negatively impact adjacent properties. Staff finds the proposed variance request to increase to the maximum 55 percent impervious surface ratio (ISR) limits may be considered intrusive to adjacent property owners and could impact the surrounding properties. <u>STAFF RECOMMENDATION:</u> Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all of the five review criteria. Therefore, staff recommends <u>denial</u> of the requested variance.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. New 86-174 Review Criteria- 4448 Linwood Trace Lane-VAR	New 86-174 Review Criteria- 4448 Linwood Trace Lane-VAR.pdf	
2. LOCATION MAP	LOCATION MAP.pdf	
3. Site	Site.pdf	
4. Justification	Justification.pdf	
5. Application	Application.pdf	
6. Legal Ad	Legal Ad.pdf	

4448 Linwood Trace Lane - Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: *The variance will allow reasonable use of our property.*

Staff comments: *The variance request to allow pavers around the pool will increase the impervious surface ratio (ISR) coverage from 55 percent to 65 percent for the residential lot. The intent of the impervious surface ratio is to allow adequate green space for each lot to ensure sufficient drainage.*

Negative Finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: *We are seeking basically a minor deviation from the zoning requirements established.*

Staff comments: *The variance request is not out of character with other properties in the same zoning category.*

Positive Finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: *We are basically seeking to extend the pool area which will enable us to definitely have more use of our property.*

Staff comments: *The requested variance to the land development code will not further any legitimate city objective.*

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;
Applicant response: *The existing pool area is limited making it very difficult to even open two pool chairs.*

Staff comments: *The requested variance is not in conflict with the Clermont Comprehensive Plan.*

Positive Finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *We have family members that will benefit from the extension of the pool area.*

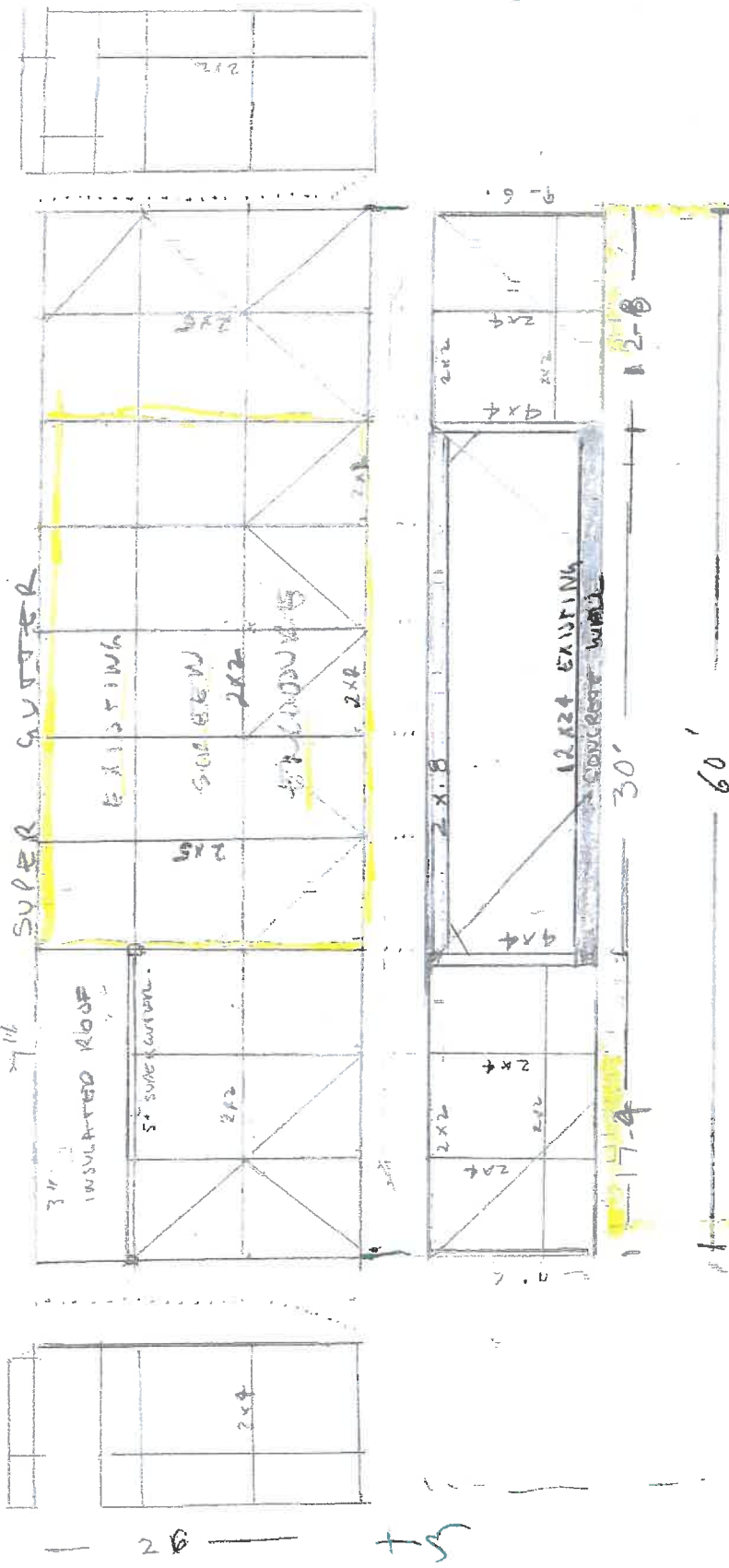
Staff comments: *The applicant is requesting a variance to allow pavers around the pool area, which increases the impervious surface ratio from 55 percent to 65 percent. The ISR is designed to allow each residential lot ample green space for sufficient drainage and to prevent water runoff from impeding onto adjacent properties. The ISR increase may negatively affect adjacent properties.*

Negative Finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance. Staff has reviewed this application as submitted, and based on the provisions of the Review Criteria and Findings, the application does not meet a positive finding. Therefore, staff recommends **denial** of the variance request to the Land Development Code.

LOCATION MAP





Matos
4448 Linwood Traceln
Clermont FL.

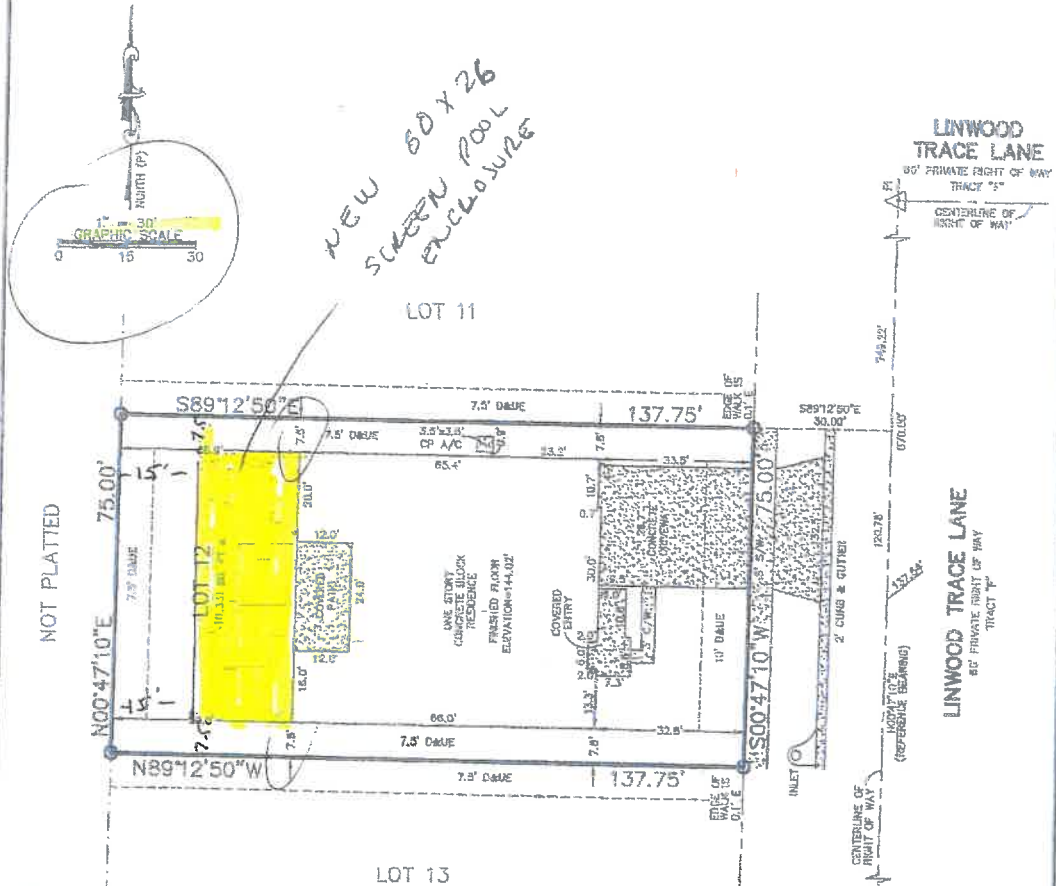
new
REARER
RETAR

BOUNDARY & AS-BUILT SURVEY

DESCRIPTION: (AS FURNISHED)

LOT 12, LINWOOD SUBDIVISION

AS RECORDED IN PLAT BOOK 67, PAGES 69-90 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



ADDRESS:
#1445 LINWOOD TRACE LANE
CLERMONT, FLORIDA 34711

FOR THE BENEFIT AND

EXCLUSIVE USE OF:

D-H-HORSTON
America's Builder

ANGEL R. MATOS
DHI TITLE OF FLORIDA, INC.
DHI MORTGAGE COMPANY, LTD.
TITLE RESOURCES GUARANTY COMPANY

NOTES:

1. ALL DIRECTIONS AND DISTANCES HAVE BEEN FIELD VERIFIED. INCONSISTENCIES HAVE BEEN NOTED ON THE SURVEY, IF ANY.

2. PROPERTY CORNERS SHOWN HEREON WERE SET/FOUND ON 04-04-18, UNLESS OTHERWISE SHOWN.

3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.

4. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED.

5. BUILDING TIES SHOWN HEREON ARE NOT TO BE USED TO RECONSTRUCT THE BOUNDARY LINES.

6. ELEVATIONS SHOWN HEREON ARE BASED ON 1880

"I/we hereby acknowledge that I/we have reviewed this survey and approve all matters set forth on this survey. I/we hereby release DHI Title from any and all liability as to matters reflected on this survey."

Angel R. Matos
Angela R. Matos

LEGEND:

— CENTERLINE
--- RIGHT OF WAY LINE
--- DRAINAGE FLOW
--- EXISTING ELEVATION
A/C AIR CONDITIONER
CONCRETE
C/W CONCRETE BLOCK WALL
C/A CORNER NOT ACCESSIBLE
C/P CONCRETE PAD
C/S CONCRETE SLAB
C/W CONCRETE WALK
F.E.M.A. FEDERAL EMERGENCY MANAGEMENT AGENCY
F.F.R.M. FLOOD FLOODING RATE MAP
ID IDENTIFICATION
LB LICENSED BUSINESS
LS LICENSED SURVEYOR
D.E. DRAINAGE & UTILITY EASEMENT
D.F. DRAINAGE EASEMENT

FOUND NAIL AND DISC
LS #4044
FOUND 1/2" IRON ROD AND CAP
LS #6523
(P) PER PLAT
PC POINT OF CURVATURE
PCC POINT OF COMPOUND CURVE
PPC PERMANENT CONTROL POINT
PWC POINT OF INTERSECTION
PARKER KALON
POC POINT ON CURVE
POL POINT ON LINE
PRC POINT OF REVERSE CURVATURE
PRM PERMANENT REFERENCE MONUMENT
PSM PROFESSIONAL SURVEYOR AND MAPPER
PSM POST OF MONUMENT
SQ. FT. SQUARE FEET

MATOS LOT I.S.

$$\begin{array}{r} \text{Lot: } 137.75' \\ \times 75' \\ \hline 10,331.25 \text{ sf.} \end{array}$$

$$\begin{array}{r} \text{IS Drive: } 33' \\ \times 30' \\ \hline 990 \text{ sf.} \end{array}$$

$$\begin{array}{r} \text{Porch } 18' \\ \times 4' \\ \hline 72 \text{ sf.} \end{array}$$

$$\begin{array}{r} \text{Walk: } 20' \\ \times 4' \\ \hline 80 \text{ sf.} \end{array}$$

$$\begin{array}{r} \text{Home: } 60' \\ \times 66' \\ \hline 3960' \end{array}$$

$$\begin{array}{r} \text{Existing Ratio: } 30 \\ \times 21 \\ \hline 630 \text{ sf} \end{array}$$

$$\begin{array}{r} \text{New Ratio: } 60' \\ \times 26' \\ \hline 1560' \\ - 630' \\ \hline 930 \text{ sf.} \end{array}$$

Additional IS.

$$\text{New Total I.S.} = 6662 \text{ sf.}$$

$$\text{New ISR} = 64.5\%$$

$$\begin{array}{r} \text{TOTAL IS: } 5732 \text{ sf.} \\ \div 10,331 \end{array}$$

$$\hline 55.4\% \text{ ISR}$$

Angel and Maribel Matos
4448 Linwood Trace Lane
Clermont, Florida 34711
(845) 248-1054 (A)
(845) 248-4411 (M)

February 15, 2022

To Whom It May Concern:

Please be advised that we are hereby submitting this letter in support of our Variance Application.

We are respectfully requesting a Variance for our home for the following hardships and/or reasons:

- 1 The variance will allow a reasonable use of our property;
- 2 We are seeking basically a minor deviation from the zoning requirements established
- 3 We are basically seeking to extend the pool area which will enable us to definitely have more use of our property;
- 4 The existing pool area is extremely limited making it very difficult to even open two pool chairs;
- 5 We have a five-year-old grandson that we are the babysitters that can definitely benefit from the extension of the pool area;
- 6 We also have two teenage granddaughters that come to visit and can also benefit from the extension of the pool area;
- 7 We also have our daughters and their respective husbands that come here on vacation from up north and they can also benefit from the pool extension;
- 8 We have our son and his wife that live nearby and they unfortunately don't have a pool in their community;
- 9 My sister and her grandkids also come to use our pool;
- 10 My parents come to visit us and they're basically limited to our small pool area and not step on the grass outside because my mom has a phobia of lizards;
- 11 We have more than eleven siblings and we have been unable to gather all at once;

- 12 We are very hospitable but due to the limited area to entertain family and friends we hesitate to have guests;
- 13 I, Maribel, have been instructed by my cardiologist and my primary doctor to walk due to my heart condition but the limited space makes it difficulty and creates a hardship for me.
- 14 I'm unable to go for walks on the streets due to the fact that I have a severe phobia of snakes;
- 15 I don't step a foot out of the limited enclosed screen area therefore not being able to use our property to the fullest;
- 16 We don't have any construction nor any back neighbors since that property is still vacant and basically a forest;
- 17 We will undoubtedly use that part of our property to the fullest once our project is completed;

if needed -> We are also enclosing two letters from both our neighbors in support of our Variance application.

We are therefore respectfully requesting that the Variance be granted since it would do substantial justice to us in the use of our property.

We thank you in advance for your consideration,

Sincerely,

Angel & Maribel Matos



January 14, 2022

052620 000012
Mary & Angel Matos
4448 Linwood Trace Ln
Clermont, FL 34711

Re - ARB Application: 4448 Linwood Trace Ln

Dear Homeowners:

This letter is being written at the direction and on behalf of the Board of Directors for Linwood Subdivision Homeowners Association, Inc.

The Board of Directors has **approved** your application for the installation of screen enclosure addition to both sides and rear with bronze aluminum and caracal screen.

If you have any questions, please feel free in contacting me at **Linwood Community Association, Inc.** c/o Sentry Management 1645 E. Hwy. 50, Suite 201, Clermont, FL 34711, or (352) 243-4595 ext. 59007 or lisa.thomas@sentrymgt.com.

Sincerely,

Lisa Thomas,
Community Association Manager

LINWOOD HOMEOWNERS ASSOCIATION, INC.
APPLICATION TO THE ARCHITECTURAL REVIEW BOARD

This is a request form to be completed by the homeowner and submitted to the Architectural Review Board (ARB) for approval BEFORE any work commences. Please refer to your Declaration of Covenants and Restrictions for a description of the ARB and its purpose. Email lisa.thomas@sentrymgt.com

THIS SECTION TO BE COMPLETED BY HOMEOWNER

ASSOCIATION NAME: Matos DATE: 12-10-21
NAME: Angel R Matos & Maribela
ADDRESS: 4448 Linwood Trace Ln
PHONE (Home) 845 248-1054 (Work) _____

DESCRIBE THE CHANGE/ADDITION INSTALLATION: (i.e. Fence installation, repaint exterior, screen enclosure, pool, etc.)

screen enclosure addition to both sides and rear
with BRONZE ALUMINUM & CHARCOAL SCREEN.
LOCATION: (attach a copy of a survey showing where the addition is located)

EXTEND TO BOTH SIDES OF EXISTING
AND 3' TO REAR WITH RAVENS
SPECIFICATIONS: (attach copies of plans, estimates or pictures)

Dimensions: 60 X 26

Material(s): BRONZE ALUMINUM WITH WHITE 3" INSULATED ROOF

Color(s): CHARCOAL SCREEN

Note: All requests must conform to all local Zoning and Building Regulations and you must obtain all necessary permits if your request is approved by the Architectural Review Board.

THIS SECTION TO BE COMPLETED BY ARCHITECTURAL REVIEW BOARD

REQUEST: Date Approved: 1/13/22 Date Denied: _____

BOARD MEMBER'S SIGNATURE: _____

COMMENTS: _____

Forward to the Board:

Sentry Management
1645 E Hwy 50
Ste 201
Clermont, FL 34711



CITY OF CLERMONT VARIANCE APPLICATION

DATE		FEE: \$300.00	
Project Name (if applicable) Matos Patio Variance			
Applicant Jimmy D. Crawford			
Contact Person Jimmy D. Crawford			
Address 702 West Montrose Street		City Clermont	State Florida
		Zip 34711	
Telephone (352)432-8644		Fax (352)432-8699	
Email jcrawford@cmhlawyers.com			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name Angel & Maribel Matos			
Owner Address 4448 Linwood Trace Lane		City Clermont	State Florida
		Zip 34711	
Telephone (845)248-4411		Email	
PROPERTY INFORMATION			
Address of Subject Property 4448 Linwood Trace Ln		City Clermont	State Florida
		Zip 34711	
General Location South of Hartwood Marsh Rd; bordering center sand mine.			
Legal Description & Alternate Key (include copy of survey) LINWOOD PB 67 PG 89-90 LOT 12 ORB 5133 PG 1829 Alternate Key: 3901988			
Land Use (City verification required) Low Density Residential			
Zoning (City verification required) R-1 Single Family Medium Density Residential			



CITY OF CLERMONT VARIANCE APPLICATION

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. 122-124 (3)

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

Proposing ISR of 65% for patio expansion.

How does the Code create a hardship?

See attached Statement of Justification

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) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

See attached Statement of Justification

- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

See attached Statement of Justification

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

See attached Statement of Justification



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

Jimmy D. Crawford

Applicant Name (print)

x [Signature]

Applicant Name (signature)

Angel Matos

Owner Name (print)

x [Signature]

Owner Name (signature)

Angel Matos

Maribel matos

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 34712-0219
(352) 394-4083 Fax: (352) 394 3542

Statement of Justification and Support for the Matos Variance Request

A. Section 122-24(3): R-1 Zoning Lot Impervious Surface Ratio: 55% Maximum.

Request: To allow an expanded patio, increasing ISR to 64% on lot.

Hardship: The Matos's are a retired couple, and are the regular caretaker for their five-year old grandson, who is often not allowed to play outside due to danger from automobiles, coyotes etc. The existing pool enclosure is 21' by 30', which is only slightly larger than the pool, leaving very little room outside the pool, and increasing the danger of falling, including for Ms. Matos, who has a heart condition and balance issues, and their 5-year-old grandson. The Matos's are not expanding their pool, only their screen room and patio areas.

(1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

An increase in the patio/screen room size of 930 square feet, remaining within the buildable back yard area, is not intrusive, and others in the neighborhood have done so. The Matos's neighbors on both sides support this variance (see attached). The property to the rear is vacant and heavily wooded (thus the coyotes).

(2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

The requested waiver is needed to allow the Matos's and their grandson the reasonable use of the screen room/pool/patio area, as described above. The property directly across the street has a 60' long rear patio/deck/pool area.

(3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under these criteria if the variance were denied;

The stormwater treatment system of the Linwood community will not be negatively affected; it was designed, permitted and constructed to easily accommodate the additional ISR without negative effect. The legitimate City objective of the ISR rules (ensuring stormwater capability for runoff from impervious surface) is protected. As explained above, the benefits of the variance significantly outweigh any possible negative effects.

(4) The granting of the variance is consistent with the city's comprehensive plan; and

The Property's comprehensive plan designation of Low Density Residential does not contain a maximum ISR. The request is consistent with the comprehensive plan goals, objectives and policies for the Commercial Land Use. The request is consistent with the City's Comprehensive Plan.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under these criteria if the variance were denied.

Due to the size and layout of the Property, the modest increase in patio size is needed to allow the Matos's and their family the reasonable use and enjoyment of their Property and will help prevent an injury from a fall occurring as the family circumnavigates the existing pool, which is not being expanded. As explained above, the benefits of the variance far outweigh any negative effect, and all of the Matos's neighbors support the variance.

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	02/23/2023
Order Number:	8497919
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	41.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	03/07/2023 - 03/07/2023	Govt Public Notices
LEE dailycommercial.com	1	03/07/2023 - 03/07/2023	Govt Public Notices

Total Order Confirmation	\$74.78
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider this request at a public hearing on Tuesday, March 14, 2023 at 6:30 PM for the following variance: to allow a single family residential lot to exceed the maximum 55 percent impervious surface coverage (ISR) requirements for the code, Section-122-124, at the following location:

LOCATION:

Linwood Subdivision
4448 Linwood Trace Lane
(Alternate Key #3901988)

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

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL.

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. 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
February 7, 2023

Govt Public Notices

Originally published at dailycommercial.com on 03/07/2023

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Tracy Ackroyd, MMC

City Clerk

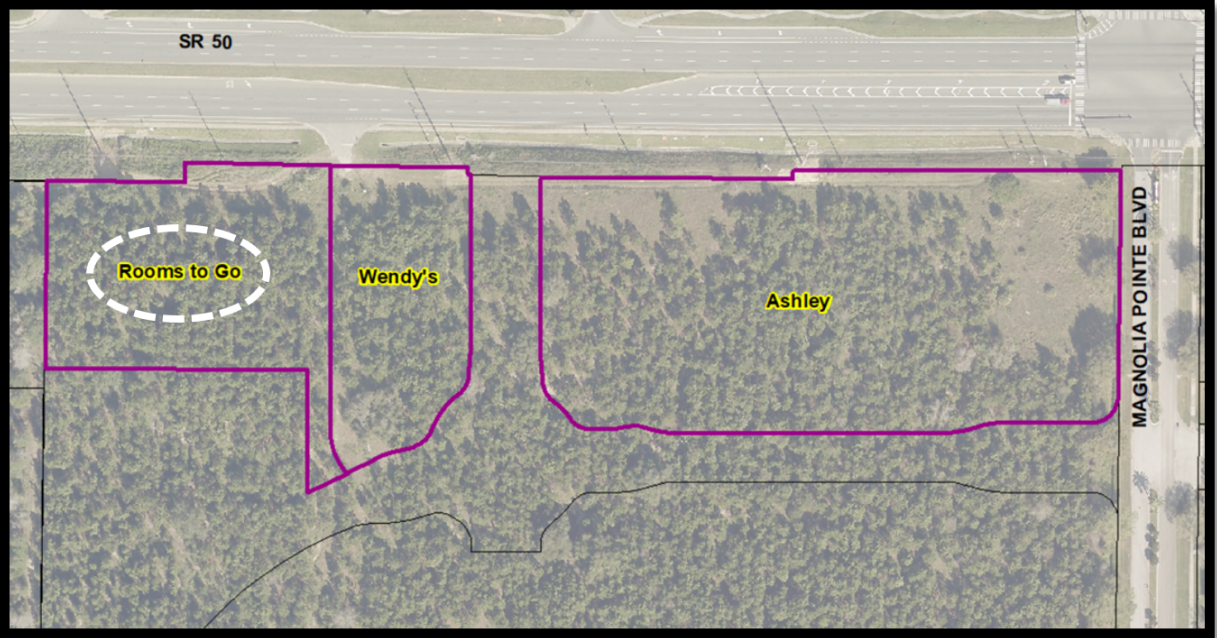
February 7, 2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, April 11, 2023	
Agenda Item Name	
Ordinance No. 2023-010 <i>Final Rooms To Go Annexation</i>	
Requested Action	
Recommend approval of Ordinance 2023-010	
Staff Report	
The applicant, Tara Tedrow, Esq., is requesting voluntary annexation of the subject property by adjacency to the City limits. The property, approximately 2.07 acres, is fronting the south side of SR 50, between Ray Goodgame Parkway and Magnolia Pointe Boulevard. The City limit is adjacent to the project to the north. The property is in the process of developing under the John's Lake Landing PUD, Ordinance No. 2021-32, which was granted in Lake County and is for 309 acres. The applicant desires to continue developing within the City of Clermont according to this PUD. The site will require City water and sewer services and has an older utility agreement in place for the entire John's Lake Landing project. The applicant will apply for site plan review and building permits through the City. The benefit of annexing the property at this stage is that the City has the jurisdiction over permitting and collection of impact fees that is absent when a property is fully developed in Lake County and then annexed into the City at a later date.	
	



Under Florida Statute Section 171.062(2), property that is annexed and subject to a county land use plan and county zoning may continue with the regulations until the municipality adopts a comprehensive plan amendment. Since this parcel is a portion of the overall development of the John's Lake Landing PUD, a major portion of it has already developed or currently under development. The entire project is served by City water and sewer and once the entire development is complete, then the City will assign it a future land use of Master Planned Development with PUD zoning. The challenge of assigning a future land use and zoning at this point is this project is a very small fragment of the overall John's Lake Development. It would be incompatible and inefficient on such a small scale and would be more consistent to assign the entire John's Lake Landing project once completed.

The subject property meets the requirements for voluntary annexation under Florida Statutes Chapter 171.044, the City is capable of serving the property and staff recommends approval of Ordinance 2023-010.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ORD 2023-010 - Rooms to Go annexation (02.27.2023)		ORD 2023-010 - Rooms to Go annexation (02.27.2023).pdf
2. RTG Project Map		RTG Project Map.pdf
3. Aerial of sites		Aerial of sites.pdf
4. Clermont Annexation Application PKY Clermont Land LLC w-exhibits		Clermont Annexation Application PKY Clermont Land LLC w-exhibits.pdf
5. Legal ad		Legal ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2023-010

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, 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 contiguous to the City and 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, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

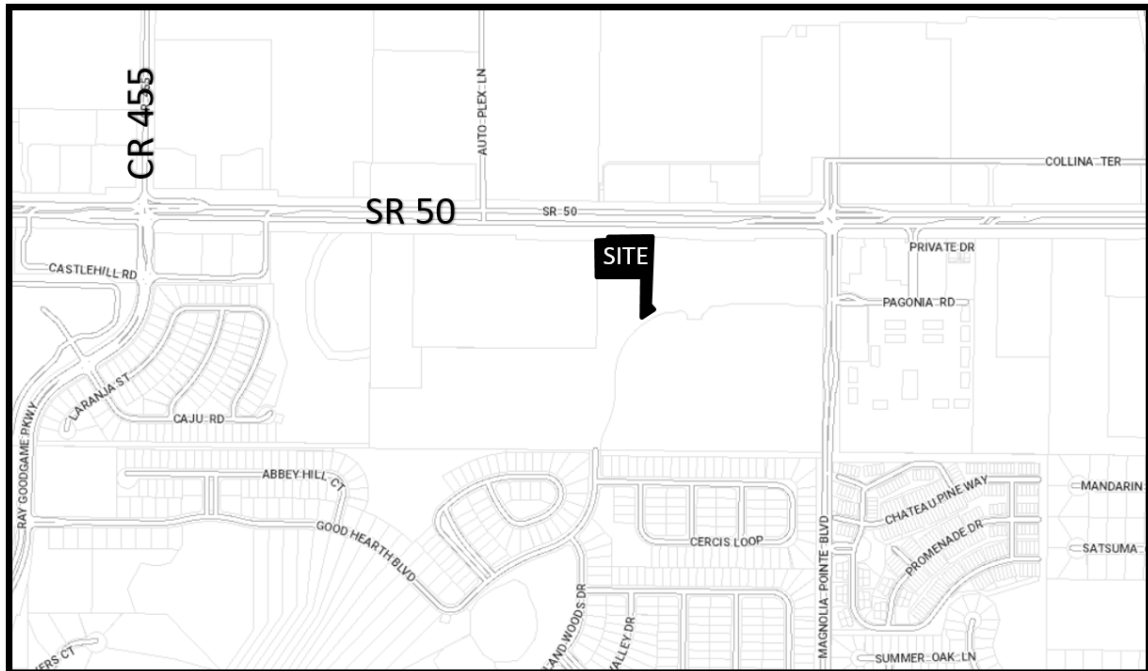
COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2" IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 401.97 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 229.68 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION)

SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 0°00'00" EAST, 328.00 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); THENCE, SOUTH 04°45'49" EAST, 3.01 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605), ALSO BEING A POINT OF NON-TANGENT CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE EAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42°47'46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: SOUTH 22°39'00" EAST, 53.32'), TO A 5/8" IRON ROD AND CAP (LB 6605), ALSO BEING A POINT OF NON-TANGENCY; THENCE, SOUTH 63°28'48" WEST, 54.52 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); THENCE, NORTH 00°00'00" WEST, 151.31 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); THENCE, NORTH 89°20'02" WEST, 326.71 FEET, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.07 ACRES, MORE OR LESS.

LOCATION

Vacant property 3/4 mile east of CR 455 and SR 50 intersection
 Southwest corner of SR 50 and Magnolia Pointe Blvd.
 (Portion of alternate key #2664754)





CITY OF CLERMONT
ORDINANCE NO. 2023-010

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: CONFLICT

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

SECTION 5: SEVERABILITY

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 6: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

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. 2023-010

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 11th day of April, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

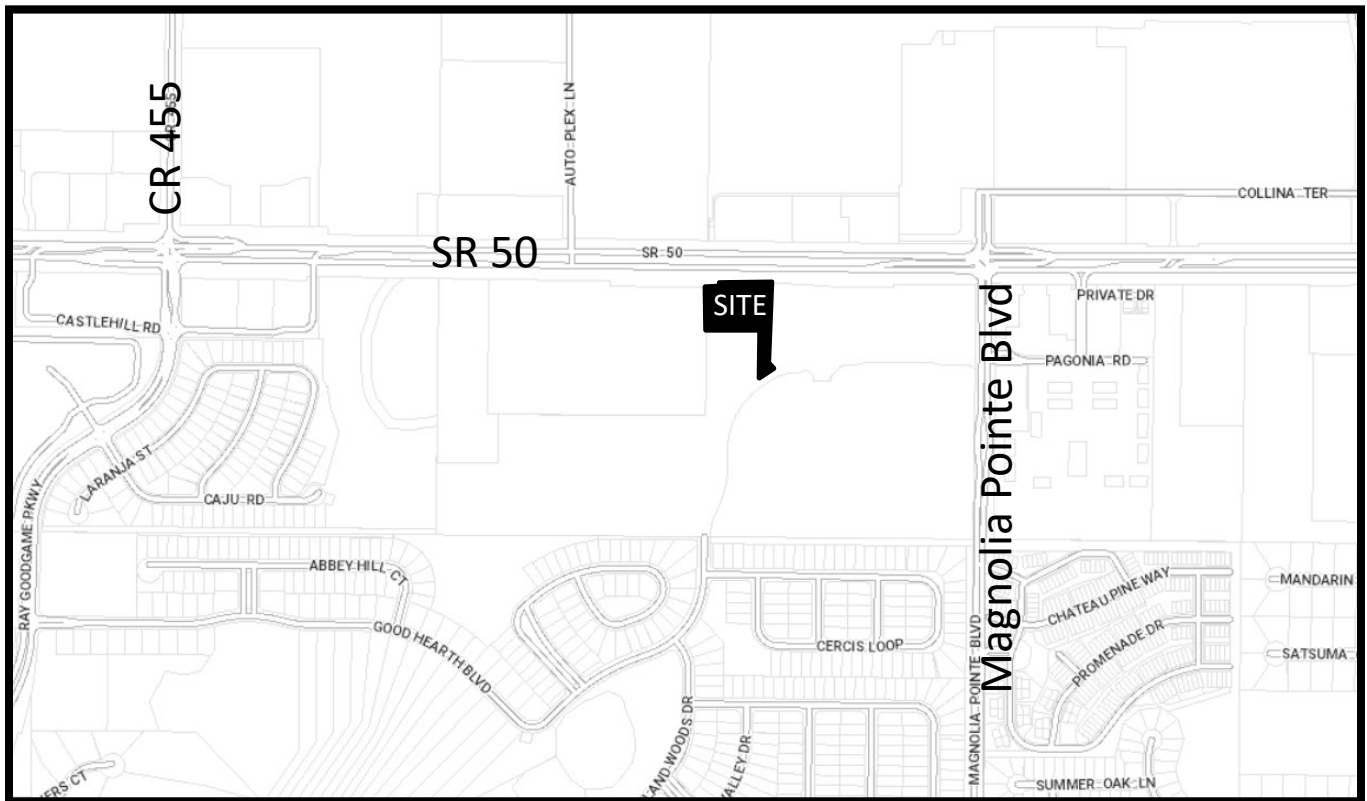
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map –Rooms to Go Patio



John's Lake Landing PUD Development – Annexation parcel locations



LOWNDES, DROSDICK, DOSTER, KANTOR & REED

PROFESSIONAL ASSOCIATION
OPERATING ACCOUNT
215 N. EOLA DRIVE
ORLANDO, FLORIDA 32801-2028

WELLS FARGO BANK, N.A.
ORLANDO, FLORIDA
63-751/631

DATE: January 31, 2023

311494

PAY: **One hundred fifty-five and 00/100***** \$ ***155.00*****

LOWNDES, DROSDICK, DOSTER, KANTOR & REED
TWO SIGNATURES REQUIRED OVER \$1,000.00

PAY TO THE ORDER OF: **CITY OF CLERMONT**

DOCUMENT INCLUDES A HIDDEN WORD. DO NOT CASH IF THE WORD VOID IS VISIBLE. DOCUMENT ALSO CONTAINS HEAT SENSITIVE INK. TOUCH HERE. RED IMAGE DISAPPEARS WITH HEAT.

II

Payee: **CITY OF CLERMONT**
Vendor ID: **7631**

Check #: **311494**
Check Date: **Jan 31/23**

<u>Invoice Num</u>	<u>Invoice Date</u>	<u>Reference</u>	<u>Invoice Amount</u>	<u>Amount Paid</u>	<u>Discount Taken</u>	<u>Payment Amt</u>
01312023A	Jan 31/23	MANUAL	\$155.00	\$155.00	\$0.00	\$155.00
Totals:			\$155.00	\$155.00	\$0.00	\$155.00



CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an **ANNEXATION**.

1. ☒ Application & Petition by the landowners for Annexation (pages 3 and 4).
2. ☒ General application form (page 5).
3. ☒ Authorization for agent/owner representation (page 6)
4. ☒ LEGAL DESCRIPTION: Email legal description typed in Word (not all capitalized) to planning@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. ☒ Map showing general area of site for which Annexation is being requested.
6. ☐ Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



APPLICATION & PETITION

DATE: 1/31/23

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Sparrow Annexation

APPLICANT: Tara Tedrow, Esq., Lowndes Law Firm

Address: 215 N. Eola Dr., Orlando, FL 32801

City: Orlando State: FL Zip: 32801

Phone: 407-418-6361 Fax: 407-843-4444

Applicant is: Owner: ☐ Agent: ☒ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: PKY Clermont Land, LLC

Address: 800 Magnolia Ave., Ste. 1625

City: Orlando State: FL Zip: 32803

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): Tara Tedrow, Esq., Lowndes Law Firm

Address: 215 N. Eola Dr., Orlando, FL 32801

City: Orlando State: FL Zip: 32801

Phone: 407-481-6361 Fax: _____

E-Mail: Tara.Tedrow@lowndes-law.com

Property address and/or general location: _____

AltKey 2664754 - S.R. 50 (east of Magnolia Pointe Blvd.)

Area of property: 2.07 acres +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: Vacant land

The property is PROPOSED to be used for: Rooms To Go Furniture Store



Existing Lake County Land Use* : PUD

Existing Lake County Zoning* : Urban Low

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: None.

State the reason or basis for this request: _____
See attached justification statement.

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 25, Township 22, Range 26

See attached.

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

January 31, 2023

Curt Henschel
Planning and Development Director
City of Clermont
685 W Montrose Street
Clermont, FL 34711

Re: Petition for Annexation (Sparrow Annexation)

Dear Curt:

This law firm represents various entities under that certain *Annexation Agreement Between the City of Clermont and 50 Ashley, LLC, PKY Clermont Land, LLC and PKY Clermont MF, LLC, Yuge Deals, LLLP, Wen Real Estate, LLC* (the “Annexation Agreement”); for this particular annexation request, however, we are specifically representing Sparrow Patio CL, LLC, the contract purchaser and ultimate developer of 2.07 acres of land owned by PKY Clermont Land, LLC (“Owner”).

A copy of the Annexation Agreement is attached hereto as **Exhibit “A.”** Under Paragraph C of the Annexation Agreement, the subject property (the “Property”) is required to annex for the provision of utility services. As referenced in Paragraph C, this annexation requirement stems from a “Water & Wastewater Services Agreement” entered into in 2007 between the City of Clermont (the “City”) and the Owner’s predecessors in interest. In addition, the Property is subject to a Joint Planning Agreement (“JPA”) with Lake County that requires annexation. In accordance with the Annexation Agreement, the Water & Wastewater Services Agreement, and the JPA, the applicant has petitioned to annex into the City to ensure the provision of utilities and development of the intended use within the City.

Very truly yours,



Tara L. Tedrow

TLT/MTL
Attachment

**ANNEXATION AGREEMENT
BETWEEN THE CITY OF CLERMONT AND
50 ASHLEY, LLC, PKY CLERMONT LAND, LLC AND PKY CLERMONT MF, LLC,
YUGE DEALS, LLLP, WEN REAL ESTATE, LLC**

THIS ANNEXATION AGREEMENT (“**Agreement**”) is made and entered by and between **50 ASHLEY, LLC**, a Delaware limited liability company, **PKY CLERMONT LAND, LLC**, a Delaware limited liability company, **PKY CLERMONT MF, LLC**, a Delaware limited liability company, **YUGE DEALS, LLLP**, a Florida limited liability limited partnership, and **WEN REAL ESTATE, LLC**, a Florida limited liability company, and their successors and assigns (collectively, the “**Owner**”) and the **City of Clermont, Florida**, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”).

RECITALS

A. Owner collectively owns real property located in unincorporated Lake County. The legal description of such real property (the “**Property**”) is attached hereto as **Exhibit “A”** and incorporated herein by reference. The Property consists of approximately 54.8 gross acres.

B. The Property has been approved for a mixed-use development by Lake County under the John’s Lake Landing PUD under Lake County Ordinance No. 2021-32 (the “**Approved PUD**”).

C. By agreement dated November 28, 2007, and recorded in Official Records Book 3605, Page 2409, of the Public Records of Lake County, Florida (the “**Water & Wastewater Service Agreement**”), the City and Owner’s predecessors in interest of the Property, agreed that the City would provide necessary water and sewer utility services in accordance with the conditions of City code and for Owner’s proposed development as set forth in that agreement. As part of that agreement, Owner agreed that when the Property met the legal requirements for annexation into the City, that the City could annex the Property.

D. Upon annexation, the character of the Property to be annexed will be compatible to that of the adjacent municipal property and as set forth in the above-stated water and sewer service agreement.

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

Section 1. **RECITALS.** The above recitations 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. **AUTHORITY.** This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes), and the City's Charter.

Section 3. **ANNEXATION/BUILDING PERMITS.**

a. Owner agrees that City may annex the Property into the City of Clermont, if the City, in its sole discretion, chooses to do so. With the reasonable cooperation of Owner, City shall process and submit the required annexation and related applications (such as companion comprehensive plan amendment and rezoning applications, which collective applications are included in references herein to "annexation") for consideration and approval by the City Council. Notwithstanding the foregoing, unless otherwise agreed to by the parties, the City agrees that it shall not annex the Property or any portion thereof, until the earlier of the time that (i) all building permits, certificates of completion or occupancy and/or any other governmental approvals (collectively, the "Permits") for the respective portions of the allowable development on the Property (as permitted under the Property's Approved PUD) have been approved and issued by Lake County or (ii) one (1) year after the effective date of this Agreement; provided, however, in no event shall the City's legal process to commence the annexation start prior to June 1, 2023. However, at the sole discretion of the Owner and with written notice to the City, the Owner may start the annexation process of all or any portion of the Property prior to June 1, 2023.

b. Owner and City expressly agree that after the date hereof and prior to a final reading approving an annexation by the City, Owner (and any contract purchasers, site developers and successors-in-title of any portions of the Property) may continue to apply to Lake County for Permits for any improvements or structure to be constructed on the Property and the City shall not withhold or delay review and approval of such Permits on the basis of the annexation status.

c. As a condition precedent to the City's obligations hereunder, Owner shall pay to City within fifteen (15) days of the effective date of this Agreement the sum of \$3,500.00 to defer the cost to the City to process the annexation petition, including the companion comprehensive plan amendment and rezoning applications, contemplated herein. Such \$3,500 fee shall cover the costs of annexing the entire Property, but the City acknowledges and understands that such annexation may not occur all at once, and that portions of the Property may be annexed separately and will not be subject to any additional processing fee. Nothing herein shall prohibit or prevent any owner of a portion of the Property, at the subject owner's expense, from applying for annexation at any time after the effective date hereof.

d. The City agrees that because Owner may be paying both County and City impact fees, Owner shall not be responsible for payment of the contemplated \$1,000 per residential permit issued by Lake County, as set forth in Section 1.20 of the Water & Wastewater Service Agreement.

e. In the event the City fails to annex the Property, within six (6) months of the expiration of the annexation deadline in Section 3(a) above, the City shall continue to provide utility services to the Property, shall refund to Owner the amount paid under 3(c) above and the Owner shall continue with its development solely in Lake County and will not be responsible for payment of any additional impact or other fees to the City. Owner agrees, however, that in the event City fails to annex the Property, the Notice of Encumbrance to Annex as set forth in the Waste & Wastewater Service Agreement shall remain in full force and effect and City may annex, at its expense, the Property at any time thereafter.

Section 4. **IMPACT FEES.** In further consideration of the City's agreement to the above annexation restriction, each Owner shall pay to City at the time of issuance of any applicable building permit, the additional City Impact Fees at the rates set forth in **Exhibit "B"** or such other rates as may be calculated in the future by City based on any and all applications for building permits for development on its respective portion of the Property. Such impact fee rates shall be based on the approved Lake County plans for Owner's project (in accordance with the Approved PUD) prior to or concurrent with the issuance of the first certificate of occupancy for each respective portion of the development being built out. The payment of impact fees hereunder to the City shall be in addition to any and all impact fees that Lake County may assess related to the development of the property, other than as stated in Section 3(d) above. In the event no annexation occurs, then no impact fees shall be due and payable to the City.

Section 5. **DEFAULT**

In the event of default by an Owner of any of the terms and conditions of this Agreement, the Owner expressly agrees and consents that the City may immediately annex the Property owned by such Owner or, at City's option, terminate water and sewer service to the Property with respect to the portion of the Property owned by the defaulting Owner.

Section 6. **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 7. **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

Parkway Property Investments
Jim Heistand
800 N. Magnolia Avenue, Suite 1625
Orlando, Florida 32803

Lowndes Law
c/o Tara Tedrow, Esq.
215 N Eola Drive, Orlando, FL 32801
Tara.tedrow@lowndes-law.com

Yuge Deals, LLLP
1449 SW 74th Drive, Suite 200
Gainesville, Florida 32607
Attn: Matt Cason
Email: Matt@conceptcompanies.net

WEN Real Estate LLC
4030 NE 30th Avenue
Lighthouse Point, Fl. 33064
Attn: Edilberto Rodriguez
Email: Eddie@Wencorg.com

50 ASHLEY, LLC
1670 E. 8th Avenue
Tampa, Florida 33605
Attn: Chief Legal Officer

Section 8. AMENDMENTS

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

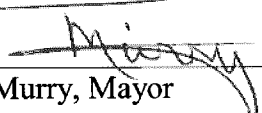
Section 9. EFFECTIVE DATE

The effective date of this agreement shall be the date that the last party has executed the agreement as provided below.

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

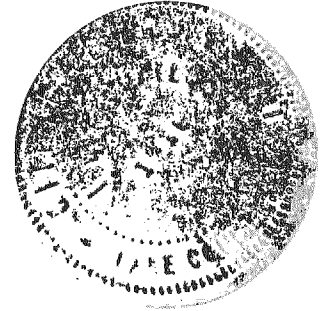
DATED this 10 day of January, 2023.

CITY OF CLERMONT


Tim Murry, Mayor

ATTEST:


Tracy Ackroyd Howe, MMC, City Clerk



{signatures continued on next page}

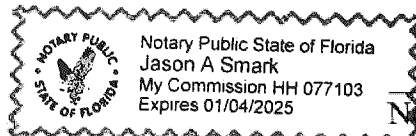
PKY CLERMONT LAND, LLC,
a Delaware limited liability company

By: [Signature]
Name: RICHARD G. TOOMEY
Title: V.P.

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of JANUARY, 2023 by RICHARD TOOMEY as V.P. of **PKY CLERMONT LAND, LLC**, a Delaware limited liability company. He/she is ☐ personally known to me or has produced FL DRIVERS LICENSE as identification.

[Notary Seal]



[Signature]
Notary Public

JASON A. SMARK
Name typed, printed or stamped

{signatures continued on next page}

PKY CLERMONT MF, LLC,
a Delaware limited liability company

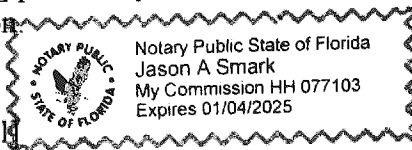
By: _____

Name: Richard J. ToomeyTitle: V.P.

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of JANUARY, 2023 by RICHARD TOOMEY as V.P. of **PKY CLERMONT MF, LLC**, a Delaware limited liability company. He/she is [] personally known to me or has produced FL DRIVERS LICENSE as identification.

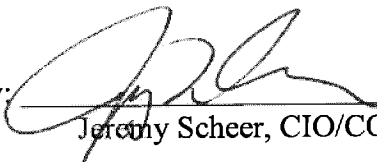
[Notary Seal]

_____
Notary Public

{signatures continued on next page}

YUGE DEALS, LLLP,
a Florida limited liability limited partnership

By: Concept Development, Inc., a Florida corporation,
as General Partner

By: 
Jeremy Scheer, CIO/COO

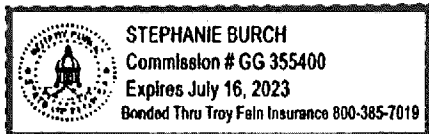
STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of January, 2023 by Jeremy Scheer as CIO/COO of Concept Development, Inc., a Florida corporation, as General Partner of **YUGE DEALS, LLLP**, a Florida limited liability limited partnership. He/she is [☒] personally known to me or has produced _____ as identification.

[Notary Seal]


Notary Public

{signatures continued on next page}



WEN REAL ESTATE, LLC,
a Florida limited liability company

By: [Signature]
Name: EDIE RODRIGUEZ
Title: Owner

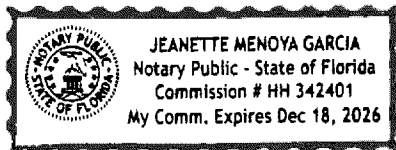
STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of January, 2023 by Edilberto Rodriguez as owner of WEN REAL ESTATE, LLC, a Florida limited liability company.
He/she is [] personally known to me or has produced Drivers License as identification.

[Notary Seal]

[Signature]
Notary Public

{signatures continued on next page}



50 ASHLEY, LLC

a Delaware limited liability company

By: Name: Stephen R. CalkinsTitle: Manager

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of January, 2023 by Stephen R. Calkins as manager of **50 ASHLEY, LLC**, a Delaware limited liability company.

He/she is ☒ personally known to me or has produced _____ as identification.

[Notary Seal]


Notary Public

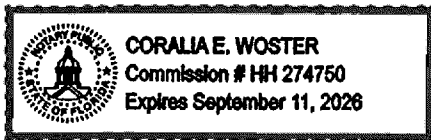


Exhibit "A"**PKY CLERMONT LAND, LLC, a Delaware limited liability company**

A PARCEL OF LAND SITUATE IN A PORTION OF LOTS 23, 24, 25, 31 AND 32 MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 89° 34' 58" WEST, 1324.32 FEET; THENCE NORTH 00° 34' 48" EAST, 353.51 FEET; THENCE SOUTH 89° 38' 07" EAST, 300.01 FEET; THENCE NORTH 00° 36' 10" EAST, 242.90 FEET; THENCE SOUTH 89° 35' 09" EAST, 1025.37 FEET TO THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 22 SOUTH RANGE 26 EAST; THENCE NORTH 00° 39' 58" EAST, 631.65 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF COLONIAL DRIVE ALSO KNOWN AS STATE ROAD 50 RIGHT-OF-WAY MAP SECTION 11070 F.P NO. 238429-4; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 89° 08' 59" EAST, 171.25 FEET; THENCE NORTH 00° 51' 05" EAST, 25.00 FEET; THENCE SOUTH 89° 08' 57" EAST, 349.72 FEET; THENCE SOUTH 01° 32' 52" WEST, 10.70 FEET; THENCE SOUTH 89° 05' 46" EAST, 300.55 FEET; THENCE NORTH 89° 57' 55" EAST, 100.80 FEET; THENCE NORTH 00° 00' 12" WEST, 10.00 FEET; THENCE NORTH 89° 59' 48" EAST, 405.25 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINT BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 1-6 OF SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00° 40' 41" WEST, 424.28 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 81° 54' 44" AND AN ARC LENGTH OF 45.75 FEET (CHORD: NORTH 49° 02' 38" WEST, 41.95') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 106.39 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82° 30' 00" WEST, 30.80') TO A POINT OF TANGENCY; THENCE NORTH 75° 00' 00" WEST, 23.90 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82° 30' 00" WEST, 21.41') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 331.74 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41') TO A POINT OF TANGENCY; THENCE SOUTH 75° 00' 00" WEST, 23.90 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 28.82 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 62° 37' 02" WEST, 29.44') TO A POINT OF NON-TANGENT CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 19° 31' 52" AND AN ARC LENGTH OF 33.41 FEET (CHORD: SOUTH 45° 00' 00" WEST, 33.25') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 27° 22' 58" WEST, 29.44') TO A POINT OF TANGENCY; THENCE SOUTH 00° 00' 00" WEST, 10.00 FEET; THENCE NORTH 89° 59' 43" WEST, 86.00 FEET; THENCE NORTH 00° 00' 00" EAST, 10.00 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 27° 22' 58" WEST, 29.44') TO A POINT OF

NON-TANGENT CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 04° 10' 03" AND AN ARC LENGTH OF 7.13 FEET (CHORD: NORTH 52° 40' 54" WEST, 7.13') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 57" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 77° 58' 51" WEST, 29.44') TO A POINT OF TANGENCY; THENCE SOUTH 74° 38' 11" WEST, 28.82 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 08' 11" WEST, 30.80') TO A POINT OF TANGENCY; THENCE SOUTH 89° 38' 11" WEST, 15.54 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 21° 03' 14" AND AN ARC LENGTH OF 30.13 FEET (CHORD: SOUTH 79° 06' 34" WEST, 29.96') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 26° 06' 02" AND AN ARC LENGTH OF 214.10 FEET (CHORD: SOUTH 55° 31' 56" WEST, 212.26') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 42° 28' 55" AND AN ARC LENGTH OF 274.34 FEET (CHORD: SOUTH 21° 14' 28" WEST, 268.10') TO A POINT OF TANGENCY; THENCE SOUTH 00° 00' 00" WEST, 74.99 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 27° 15' 45" AND AN ARC LENGTH OF 240.29 FEET (CHORD: SOUTH 13° 37' 52" WEST, 238.03') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 26° 37' 07" AND AN ARC LENGTH OF 125.44 FEET (CHORD: SOUTH 13° 57' 11" WEST, 124.31') TO A POINT OF TANGENCY; THENCE SOUTH 00° 38' 38" WEST, 2.56 FEET; THENCE NORTH 89° 29' 17" WEST, 30.07 FEET TO THE **POINT OF BEGINNING**

LESS AND EXCEPT PARCEL B:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET; TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO THE **POINT OF BEGINNING**; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'57" EAST, 169.29 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8" IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 4.02 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00° 00' 00" EAST, 198.47 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: SOUTH 03° 50' 15" WEST, 50.33'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: SOUTH 30° 22' 48" WEST, 24.70'), TO A POINT OF REVERSE

CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 33° 12' 51" AND AN ARC LENGTH OF 56.81 FEET (CHORD: SOUTH 36° 28' 41" WEST, 56.02'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 47° 15' 13" WEST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 74° 38' 11" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 11° 09' 23" AND AN ARC LENGTH OF 22.98 FEET (CHORD: SOUTH 69° 03' 30" WEST, 22.94'), TO A POINT OF TANGENCY; THENCE, SOUTH 63° 28' 48" WEST, 36.01 FEET, TO A POINT ON A CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42° 47' 46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: NORTH 22° 39' 00" WEST, 53.32'), TO A POINT OF TANGENCY; THENCE, LEAVING SAID CURVE, NORTH 4°45'49" WEST, 3.01 FEET; THENCE, NORTH 0°00'00" EAST, 328.00 FEET, TO THE **POINT OF BEGINNING**.

FURTHER LESS AND EXCEPT PARCEL C:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 127.75 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 274.22 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°20'02" EAST, 326.71 FEET; THENCE, SOUTH 0°00'00" EAST, 151.31 FEET; THENCE SOUTH 63°28'48" WEST, 11.12 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 21° 38' 27" AND AN ARC LENGTH OF 200.18 FEET (CHORD: SOUTH 53° 18' 09" WEST, 198.99'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 2° 32' 38" AND AN ARC LENGTH OF 19.09 FEET (CHORD: SOUTH 41° 12' 36" WEST, 19.09'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 19.50 FEET, A CENTRAL ANGLE OF 84° 19' 07" AND AN ARC LENGTH OF 28.70 FEET (CHORD: SOUTH 82° 05' 51" WEST, 26.18'), TO A POINT OF TANGENCY; THENCE, NORTH 55°44'36" WEST, 18.22 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 34° 15' 24" AND AN ARC LENGTH OF 43.05 FEET (CHORD: NORTH 72° 52' 18" WEST, 42.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" WEST, 66.28 FEET, TO THE POINT OF BEGINNING.

FURTHER LESS AND EXCEPT PARCEL D:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 23 AND LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE

SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 166.43 FEET; SOUTH 89°08'57" EAST, 183.29 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 90.03 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES: SOUTH 89°05'46" EAST, 210.51 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 89°57'55" EAST, 100.80 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 0°00'12" WEST, 10.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 4641); NORTH 89°59'48" EAST, 405.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605) MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50) AND THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINTE BOULEVARD (100' WIDE RIGHT-OF-WAY PER PLAT BOOK 40, PAGES 1-6); THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID WEST RIGHT OF WAY, SOUTH 0°40'41" WEST, 282.60 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG SAID NON-TANGENT CURVE, TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 83° 08' 12" AND AN ARC LENGTH OF 46.43 FEET (CHORD: SOUTH 48° 25' 54" WEST, 42.46'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 107.97 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, SOUTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 331.74 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 62° 37' 02" WEST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 17° 51' 03" AND AN ARC LENGTH OF 30.53 FEET (CHORD: NORTH 44° 09' 35" WEST, 30.41'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: NORTH 30° 22' 48" WEST, 24.70'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: NORTH 03° 50' 15" WEST, 50.33'), TO A POINT OF TANGENCY; THENCE, NORTH 00° 00' 00" EAST, 197.11 FEET, TO THE POINT OF BEGINNING.

PARCEL F - PKY CLERMONT MF, LLC, a Delaware limited liability company

A PARCEL OF LAND SITUATE IN A PORTION OF LOT 23, LOT 24 AND LOT 25, AND ALL OF LOT 26, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE SOUTH LINE OF LOT 25, SOUTH 89°29'17" EAST, 30.07 FEET TO THE **POINT OF BEGINNING**; THENCE, DEPARTING SAID SOUTH LINE, NORTH 00°38'38" EAST, 2.56 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 026°37'07" AND AN ARC LENGTH OF 125.44 FEET (CHORD: NORTH 13°57'11" EAST, 124.31'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE WEST, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 027°15'45" AND AN ARC LENGTH OF 240.29 FEET (CHORD: NORTH 13°37'52" EAST, 238.03'), TO A POINT OF TANGENCY; THENCE, NORTH 00°00'00" EAST, 74.99 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 042°28'55" AND AN ARC LENGTH OF 274.34 FEET (CHORD: NORTH 21°14'28" EAST, 268.10'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 026°06'02" AND AN ARC LENGTH OF 214.10 FEET (CHORD: NORTH 55°31'56" EAST, 212.26'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 021°03'14" AND AN ARC LENGTH OF 30.13 FEET (CHORD: NORTH 79°06'34" EAST, 29.96'), TO A POINT OF TANGENCY; THENCE, NORTH 89°38'11" EAST, 15.54 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82°08'11" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 74°38'11" EAST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054°45'57" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 77°58'51" EAST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 004° 10' 03" AND AN ARC LENGTH OF 7.13 FEET (CHORD: SOUTH 52° 40' 54" EAST, 7.13'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 27° 22' 58" EAST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 00° 00' 00" WEST, 10.00 FEET; THENCE, SOUTH 89° 59' 43" EAST, 86.00 FEET; THENCE, NORTH 00° 00' 00" EAST, 10.00 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 27° 22' 58" EAST, 29.44'), TO A POINT OF REVERSE CURVE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 019° 31' 52" AND AN ARC LENGTH OF 33.41 FEET (CHORD: NORTH 45° 00' 00" EAST, 33.25'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE

OF 054°45'56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 62°37'02" EAST, 29.44'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 28.82 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82°30'00" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 75°00'00" EAST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82°30'00" EAST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 331.74, FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82°30'00" EAST, 21.41'), TO A POINT OF TANGENCY; THENCE, SOUTH 75°00'00" EAST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82°30'00" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 106.39 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 081°54'44" AND AN ARC LENGTH OF 45.75 FEET (CHORD: SOUTH 49°02'38" EAST, 41.95'), TO A NON-TANGENT LINE, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINT BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 1-6 OF SAID PUBLIC RECORDS; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°40'41" WEST, 827.88 FEET TO THE SAID SOUTH LINE OF LOT 25; THENCE, ALONG SAID SOUTH LINE OF LOT 25, NORTH 89°29'17" WEST, 1297.24 FEET TO THE **POINT OF BEGINNING.**

PARCEL C – YUGE DEALS, LLLP, a Florida limited liability limited partnership

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 127.75 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 274.22 FEET; THENCE, DEPARTING SAID WEST LINE, SOUTH 89°20'02" EAST, 326.71 FEET; THENCE, SOUTH 0°00'00" EAST, 151.31 FEET; THENCE SOUTH 63°28'48" WEST, 11.12 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 530.00 FEET, A CENTRAL ANGLE OF 21° 38' 27" AND AN ARC LENGTH OF 200.18 FEET (CHORD: SOUTH 53° 18' 09" WEST, 198.99'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 430.00 FEET, A CENTRAL ANGLE OF 2° 32' 38" AND AN ARC LENGTH OF 19.09 FEET (CHORD: SOUTH 41° 12' 36" WEST, 19.09'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 19.50 FEET, A CENTRAL ANGLE OF 84° 19' 07" AND AN ARC LENGTH OF 28.70 FEET (CHORD: SOUTH 82° 05' 51" WEST, 26.18'), TO A POINT OF TANGENCY; THENCE, NORTH 55°44'36" WEST, 18.22 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 72.00 FEET, A CENTRAL ANGLE OF 34° 15' 24" AND AN ARC LENGTH OF 43.05 FEET (CHORD: NORTH 72° 52' 18" WEST, 42.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" WEST, 66.28 FEET, TO THE POINT OF BEGINNING.

PARCEL B - WEN REAL ESTATE LLC, a Florida limited liability company

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET; TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO THE **POINT OF BEGINNING**; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'57" EAST, 169.29 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8" IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 4.02 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00° 00' 00" EAST, 198.47 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: SOUTH 03° 50' 15" WEST, 50.33'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: SOUTH 30° 22' 48" WEST, 24.70'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 33° 12' 51" AND AN ARC LENGTH OF 56.81 FEET (CHORD: SOUTH 36° 28' 41" WEST, 56.02'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 47° 15' 13" WEST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 74° 38' 11" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 11° 09' 23" AND AN ARC LENGTH OF 22.98 FEET (CHORD: SOUTH 69° 03' 30" WEST, 22.94'), TO A POINT OF TANGENCY; THENCE, SOUTH 63° 28' 48" WEST, 36.01 FEET, TO A POINT ON A CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42° 47' 46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: NORTH 22° 39' 00" WEST, 53.32'), TO A POINT OF TANGENCY; THENCE, LEAVING SAID

CURVE, NORTH 4°45'49" WEST, 3.01 FEET; THENCE, NORTH 0°00'00" EAST, 328.00 FEET, TO THE **POINT OF BEGINNING**.

PARCEL D – 50 ASHLEY, LLC, a Delaware limited liability company

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 23 AND LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 166.43 FEET; SOUTH 89°08'57" EAST, 183.29 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 90.03 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES: SOUTH 89°05'46" EAST, 210.51 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 89°57'55" EAST, 100.80 FEET, TO A 5/8 IRON ROD AND CAP (FDOT); NORTH 0°00'12" WEST, 10.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 4641); NORTH 89°59'48" EAST, 405.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605) MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50) AND THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINTE BOULEVARD (100' WIDE RIGHT-OF-WAY PER PLAT BOOK 40, PAGES 1-6); THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID WEST RIGHT OF WAY, SOUTH 0°40'41" WEST, 282.60 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG SAID NON-TANGENT CURVE, TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 83° 08' 12" AND AN ARC LENGTH OF 46.43 FEET (CHORD: SOUTH 48° 25' 54" WEST, 42.46'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 107.97 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, SOUTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 331.74 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A

CENTRAL ANGLE OF $15^{\circ} 00' 00''$ AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH $82^{\circ} 30' 00''$ WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH $75^{\circ} 00' 00''$ WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF $15^{\circ} 00' 00''$ AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH $82^{\circ} 30' 00''$ WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH $90^{\circ} 00' 00''$ WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF $54^{\circ} 45' 56''$ AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH $62^{\circ} 37' 02''$ WEST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF $17^{\circ} 51' 03''$ AND AN ARC LENGTH OF 30.53 FEET (CHORD: NORTH $44^{\circ} 09' 35''$ WEST, 30.41'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF $45^{\circ} 24' 37''$ AND AN ARC LENGTH OF 25.36 FEET (CHORD: NORTH $30^{\circ} 22' 48''$ WEST, 24.70'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF $7^{\circ} 40' 29''$ AND AN ARC LENGTH OF 50.37 FEET (CHORD: NORTH $03^{\circ} 50' 15''$ WEST, 50.33'), TO A POINT OF TANGENCY; THENCE, NORTH $00^{\circ} 00' 00''$ EAST, 197.11 FEET, TO THE POINT OF BEGINNING.



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

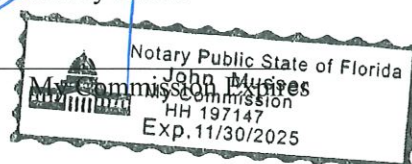
IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 30 day of JANUARY, 2023.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

V.R. [Signature]
Landowner (Petitioner)

1/30/23
Date

Richard J. Tomey [Signature]
Notary Public





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: _____

Before me, the undersigned authority personally appeared PKY Clermont Land, LLC

(owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
development approvals including, but not limited to, annexation and site plan approvals

3. That said authority (owner) has appointed (agent's name) Tara Tedrow, Esq. and
the Lowndes Law Firm to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X

Owner (signature)

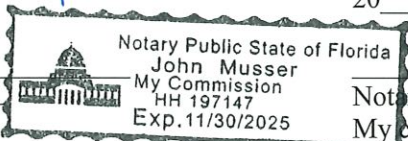
X

Agent's (signature)

Sworn to and subscribed before
me this 30 day of JANUARY,
2023.

Sworn to and subscribed before
me this _____ day of _____,
20____.

Notary Public, State of FL
My commission expires:



Notary Public, State of FL
My commission expires:

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 1/31/23

Before me, the undersigned authority personally appeared PKY Clermont Land, LLC
(owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
development approvals including, but not limited to, annexation and site plan approvals
3. That said authority (owner) has appointed (agent's name) Tara Tedrow, Esq. and the Lowndes Law Firm to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X _____
Owner (signature)

X [Signature]
Agent's (signature)

Sworn to and subscribed before
me this _____ day of _____,
20____.

Notary Public, State of FL
My commission expires:

Sworn to and subscribed before
me this 31st day of January,
2023.

[Signature]
Notary Public, State of FL
My commission expires:



Lauren A. Korn
Notary Public
State of Florida
Comm# HH105247
Expires 3/16/2025

***Note:** Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.

EXHIBIT A

Legal Description

Legal Description Parcel "A":

A portion of a Parcel of Land situate in Lot 24, Map of Section 25, Township 22 South, Range 26 East, Lake Highlands Company, according to the Plat thereof as Recorded in Plat Book 3, Page 50, Public Records of Lake County, Florida, being more particularly described as follows:

Commence at a 4"X4" Concrete Monument (No Identification) marking the Southwest corner of said Lot 25 also being the West Quarter corner of said Section 25; Thence, along the West Line of said Section 25, North 0°41'28" East, 596.74 feet, to a 1/2" Iron Rod and Cap (PLS 1781); Thence, continue along said West Line, North 0°39'58" East, 401.97 feet, to the Point of Beginning; Thence, continue along said West Line, North 0°39'58" East, 229.68 feet, to a 1/2" Iron Rod (No Identification) situate on the Southerly right-of-way line of Colonial Drive (State Road 50, right-of-way width varies per FDOT Section #11070 F.P. No. 238429 4); Thence, along said Southerly right-of-way line the following three courses: South 89°08'59" East, 171.25 feet, to a 5/8" Iron Rod and Cap (LB 6605); North 0°51'05" East, 25.00 feet, to a 5/8" Iron Rod and Cap (LB 6605); South 89°08'57" East, 180.43 feet, to a 5/8" Iron Rod and Cap (LB 6605); Thence, departing said Southerly right-of-way line, South 0°00'00" East, 328.00 feet, to a 5/8" Iron Rod and Cap (LB 6605); Thence, South 04°45'49" East, 3.01 feet, to a 5/8" Iron Rod and Cap (LB 6605), also being a Point of Non-Tangent curvature; Thence, along said curve to the left, concave to the East, having a radius of 73.07 feet, a central angle of 42°47'46" and an arc length of 54.58 feet (Chord: South 22°39'00" East, 53.32'), to a 5/8" Iron Rod and Cap (LB 6605), also being a Point of Non-Tangency; Thence, South 63°28'48" West, 54.52 feet, to a 5/8" Iron Rod and Cap (LB 6605); Thence, North 00°00'00" West, 151.31 feet, to a 5/8" Iron Rod and Cap (LB 6605); Thence, North 89°20'02" West, 326.71 feet, to the Point of Beginning.

The above described Parcel of Land contains 2.07 acres, more or less.

Containing 89,964 square feet or 2.07 acres, more or less.

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

2022 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2522260002-000-01300		2664754	0003

PKY CLERMONT OWNER LLC
C/O PARKWAY PROPERTY
INVESTMENTS
800 N MAGNOLIA AVE STE 1625
ORLANDO, FL 32803

STATE ROAD 50

W 1/2 OF SW 1/4 OF NW 1/4 S OF R/W OF
HWY 50 ORB 5618 PGS 1518 1527 1530

* 1 + 2 6 6 4 7 5 4 + 2 0 2 2 *

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	3,344,000	0	3,344,000	5.0364	16,841.72
AMBULANCE MSTU	3,344,000	0	3,344,000	0.4629	1,547.94
STORMWATER ROADS PARKS	3,344,000	0	3,344,000	0.4957	1,657.62
ENVIRON LAND PURCHASE	3,344,000	0	3,344,000	0.0918	306.98
FIRE MSTU	3,344,000	0	3,344,000	0.5138	1,718.15
WATER AUTHORITY	3,344,000	0	3,344,000	0.3083	1,030.96
PUBLIC SCHOOLS					
BY STATE LAW	3,344,000	0	3,344,000	3.2500	10,868.00
BY LOCAL BOARD	3,344,000	0	3,344,000	2.9980	10,025.31
ST JOHNS WATER MGMT	3,344,000	0	3,344,000	0.1974	660.11
TOTAL:				13.3543	\$44,656.79

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS:		\$0.00

COMBINED TAXES AND ASSESSMENTS: \$44,656.79

If Paid By	Dec 31, 2022				
Please Pay	\$0.00				

Paid 12/02/2022 Receipt # 2022-00191000 \$43,317.09

DAVID W. JORDAN**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

LAKE COUNTY TAX COLLECTOR

2022 Paid Real Estate

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602

If Paid By	Dec 31, 2022				
Please Pay	\$0.00				

STATE ROAD 50

PKY CLERMONT OWNER LLC
C/O PARKWAY PROPERTY
INVESTMENTS
800 N MAGNOLIA AVE STE 1625
ORLANDO, FL 32803W 1/2 OF SW 1/4 OF NW 1/4 S OF R/W OF
HWY 50 ORB 5618 PGS 1518 1527 1530

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2522260002-000-01300		2664754	0003

Paid 12/02/2022 Receipt # 2022-00191000 \$43,317.09



* 1 + 2 6 6 4 7 5 4 + 2 0 2 2 *

Prepared by and return to:

Matthew S. McAfee, Esquire
Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

NOTE TO CLERK: DOCUMENTARY STAMP TAXES IN THE AMOUNT REQUIRED BY LAW HAVE BEEN PAID, AND EVIDENCE THEREOF APPEARS ON THAT CERTAIN SPECIAL WARRANTY DEED FROM GRANTOR TO PKY CLERMONT MF, LLC, RECORDED OF EVEN DATE HERewith PRIOR TO THIS DEED.

SPECIAL WARRANTY DEED

This Special Warranty Deed is made as of September 15, 2022 by **PKY CLERMONT OWNER, LLC**, a Delaware limited liability company ("**Grantor**"), whose post office address is 800 N. Magnolia Avenue, Suite 1625, Orlando, Florida 32803, to **PKY CLERMONT LAND, LLC**, a Delaware limited liability company ("**Grantee**"), whose post office address is 800 N. Magnolia Avenue, Suite 1625, Orlando, Florida 32803.

[Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations and limited liability companies, wherever the context so admits or requires.]

WITNESSETH, Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee all that certain land situated in Lake County, Florida as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

TOGETHER, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and Grantor hereby covenants that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through, or under Grantor alone, but against none other, subject to covenants, restrictions, easements, and other matters of record, any matter

that would be disclosed by an accurate and complete survey of the Property, and taxes and assessments for 2022 and subsequent years; provided, however, this reference shall not serve to reimpose the same.

[signature on following page]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

PKY CLERMONT OWNER, LLC, a
Delaware limited liability company

Print Name: Ashley Montalvo

By: [Signature]

Name: A. Noni Holmes-Kidd

Its: Vice President

Print Name: Samantha C. Franchini

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of September, 2022, by A. Noni Holmes-Kidd, the Vice President of **PKY CLERMONT OWNER, LLC**, a Delaware limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ produced _____ as identification.

[Signature]
Signature

Print Name: Joey Lynn Trowbridge

Notary Public, State and County aforesaid

Commission No.: 66250954

My Commission Expires: 10/20/2022

JOEY LYNN TROWBRIDGE
Notary Public, State of Florida
My Comm. Expires Oct. 20, 2022
No. GG 250954

EXHIBIT A**Legal Description of the Property**

The land referred to herein below is situated in the County of Lake, State of Florida, and is described as follows:

Parcel 1:

The East 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 25, Township 22 South, Range 26 East, Less road right-of-way for State Highway 50 and Magnolia Pointe Boulevard, Lake County Florida.

Parcel 2:

The West 1/2 of the SW 1/4 of the NW 1/4 of Section 25, Township 22 South, Range 26 East, Less right-of-way for State Road 50, A/K/A Lots 24 and 25, Map of Section 25, Township 22 South, Range 26 East, Lake Highlands Company, according to the Plat thereof as recorded in Plat Book 3, Page 50, Public Records of Lake County, Florida, less right-of-way for State Road 50.

Parcel 3:

That part of Tracts 31 and 32, Map of Section 26, Township 22 South, Range 26 East, Lake Highlands Company, according to the Plat thereof as recorded in Plat Book 3, Page 52, Public Records of Lake County, Florida, described as follows:

The South 596.5 Feet of the Southeast 1/4 of the Northeast 1/4 of Section 26, Township 22 South, Range 26 East, Lake County, Florida, less the North 243 feet of the West 300 feet thereof.

LESS AND EXCEPT FROM PARCELS 1, 2, AND 3:

A PARCEL OF LAND SITUATE IN A PORTION OF LOT 23, LOT 24 AND LOT 25, AND ALL OF LOT 26, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE SOUTH LINE OF LOT 25, SOUTH 89°29'17" EAST, 30.07 FEET TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID SOUTH LINE, NORTH 00°38'38" EAST, 2.56 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 026°37'07" AND AN ARC LENGTH OF 125.44 FEET (CHORD: NORTH 13°57'11" EAST, 124.31'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE WEST, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 027°15'45" AND AN ARC LENGTH OF 240.29 FEET (CHORD: NORTH 13°37'52" EAST, 238.03'), TO A POINT OF TANGENCY; THENCE, NORTH 00°00'00" EAST, 74.99 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 042°28'55" AND AN ARC LENGTH OF 274.34 FEET (CHORD: NORTH 21°14'28" EAST, 268.10'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 026°06'02" AND AN ARC LENGTH OF 214.10 FEET (CHORD: NORTH 55°31'56" EAST, 212.26'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 021°03'14" AND AN ARC LENGTH OF 30.13 FEET (CHORD: NORTH 79°06'34" EAST, 29.96'), TO A POINT OF TANGENCY; THENCE, NORTH 89°38'11" EAST, 15.54 FEET, TO A POINT OF CURVATURE;

THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82°08'11" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 74°38'11" EAST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054°45'57" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 77°58'51" EAST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 004° 10' 03" AND AN ARC LENGTH OF 7.13 FEET (CHORD: SOUTH 52° 40' 54" EAST, 7.13'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 27° 22' 58" EAST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 00°00' 00" WEST, 10.00 FEET; THENCE, SOUTH 89° 59' 43" EAST, 86.00 FEET; THENCE, NORTH 00° 00' 00" EAST, 10.00 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 27° 22' 58" EAST, 29.44'), TO A POINT OF REVERSE CURVE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 019° 31' 52" AND AN ARC LENGTH OF 33.41 FEET (CHORD: NORTH 45° 00' 00" EAST, 33.25'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 054°45'56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 62°37'02" EAST, 29.44'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 28.82 FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82°30'00" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 75°00'00" EAST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82°30'00" EAST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 331.74, FEET TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82°30'00" EAST, 21.41'), TO A POINT OF TANGENCY; THENCE, SOUTH 75°00'00" EAST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 015°00'00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82°30'00" EAST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 90°00'00" EAST, 106.39 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 081°54'44" AND AN ARC LENGTH OF 45.75 FEET (CHORD: SOUTH 49°02'38" EAST, 41.95'), TO A NON-TANGENT LINE, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINT BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 1-6 OF SAID PUBLIC RECORDS; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°40'41" WEST, 827.88 FEET TO THE SAID SOUTH LINE OF LOT 25; THENCE, ALONG SAID SOUTH LINE OF LOT 25, NORTH 89°29'17" WEST, 1297.24 FEET TO THE POINT OF BEGINNING.

Parcels 1, 2, and 3, and the less and except therefrom, being also described as follows:

A PARCEL OF LAND SITUATE IN A PORTION OF LOTS 23, 24, 25, 31 AND 32 MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 89° 34' 58" WEST, 1324.32 FEET; THENCE NORTH 00° 34' 48" EAST,

353.51 FEET; THENCE SOUTH 89° 38' 07" EAST, 300.01 FEET; THENCE NORTH 00° 36' 10" EAST, 242.90 FEET; THENCE SOUTH 89° 35' 09" EAST, 1025.37 FEET TO THE WEST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 22 SOUTH RANGE 26 EAST; THENCE NORTH 00° 39' 58" EAST, 631.65 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF COLONIAL DRIVE ALSO KNOWN AS STATE ROAD 50 RIGHT-OF-WAY MAP SECTION 11070 F.P NO. 238429-4; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 89° 08' 59" EAST, 171.25 FEET; THENCE NORTH 00° 51' 05" EAST, 25.00 FEET; THENCE SOUTH 89° 08' 57" EAST, 349.72 FEET; THENCE SOUTH 01° 32' 52" WEST, 10.70 FEET; THENCE SOUTH 89° 05' 46" EAST, 300.55 FEET; THENCE NORTH 89° 57' 55" EAST, 100.80 FEET; THENCE NORTH 00° 00' 12" WEST, 10.00 FEET; THENCE NORTH 89° 59' 48" EAST, 405.25 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINT BOULEVARD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGES 1-6 OF SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00° 40' 41" WEST, 424.28 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 81° 54' 44" AND AN ARC LENGTH OF 45.75 FEET (CHORD: NORTH 49° 02' 38" WEST, 41.95') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 106.39 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82° 30' 00" WEST, 30.80') TO A POINT OF TANGENCY; THENCE NORTH 75° 00' 00" WEST, 23.90 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82° 30' 00" WEST, 21.41') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 331.74 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41') TO A POINT OF TANGENCY; THENCE SOUTH 75° 00' 00" WEST, 23.90 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80') TO A POINT OF TANGENCY; THENCE NORTH 90° 00' 00" WEST, 28.82 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 62° 37' 02" WEST, 29.44') TO A POINT OF NON-TANGENT CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 19° 31' 52" AND AN ARC LENGTH OF 33.41 FEET (CHORD: SOUTH 45° 00' 00" WEST, 33.25') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 27° 22' 58" WEST, 29.44') TO A POINT OF TANGENCY; THENCE SOUTH 00° 00' 00" WEST, 10.00 FEET; THENCE NORTH 89° 59' 43" WEST, 86.00 FEET; THENCE NORTH 00° 00' 00" EAST, 10.00 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 27° 22' 58" WEST, 29.44') TO A POINT OF NON-TANGENT CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 04° 10' 03" AND AN ARC LENGTH OF 7.13 FEET (CHORD: NORTH 52° 40' 54" WEST, 7.13') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 57" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 77° 58' 51" WEST, 29.44') TO A POINT OF TANGENCY; THENCE SOUTH 74° 38' 11" WEST, 28.82 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 08' 11" WEST, 30.80') TO A POINT OF TANGENCY; THENCE SOUTH 89° 38' 11" WEST, 15.54 FEET TO A POINT OF CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 21° 03' 14" AND AN ARC LENGTH OF 30.13 FEET (CHORD: SOUTH 79° 06' 34" WEST, 29.96') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 26° 06' 02" AND AN ARC LENGTH OF 214.10 FEET (CHORD: SOUTH 55° 31' 56" WEST, 212.26') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE,

CONCAVE LEFT, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 42° 28' 55" AND AN ARC LENGTH OF 274.34 FEET (CHORD: SOUTH 21° 14' 28" WEST, 268.10') TO A POINT OF TANGENCY; THENCE SOUTH 00° 00' 00" WEST, 74.99 FEET TO A POINT OF CURVATURE; THENCE RIGHT ALONG SAID CURVE, CONCAVE RIGHT, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 27° 15' 45" AND AN ARC LENGTH OF 240.29 FEET (CHORD: SOUTH 13° 37' 52" WEST, 238.03') TO A POINT OF NON-TANGENT CURVATURE; THENCE LEFT ALONG SAID CURVE, CONCAVE LEFT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 26° 37' 07" AND AN ARC LENGTH OF 125.44 FEET (CHORD: SOUTH 13° 57' 11" WEST, 124.31') TO A POINT OF TANGENCY; THENCE SOUTH 00° 38' 38" WEST, 2.56 FEET; THENCE NORTH 89° 29' 17" WEST, 30.07 FEET TO THE **POINT OF BEGINNING**

Parcel 4:

Beneficial Easements set forth in Underground Utility Easement Agreement in favor of Margaret Ann Warren, Rhonda R. McKinley individually and acting in her capacities as the Successor Trustee under the terms and conditions of that certain Land Trust Agreement dated the 10th day of November, 1988 and Personal Representative of the Estate of David Eugene Warren Sr., deceased, David Eugene Warren Sr., and Crystal Dawn Guesman acting in her capacity as the Personal Representative of the Estate of Ann Warren, deceased, recorded April 19, 2013 in Official Records Book 4311, Page 1674, of the Public Records of Lake County, Florida.

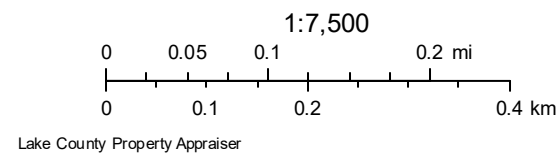
Parcel 5:

Beneficial Easements set forth in Access, Utility, and Signage Easement Agreement, recorded July 12, 2022 in Official Records Book 5990, Page 1413, of the Public Records of Lake County, Florida.

VICINITY AERIAL MAP



January 27, 2023



SA:\PROJECT SURVEY PROJECTS\2022\22-0154.000 JOHN'S LAKE ROOMS TO GO - ALTA.DWG (SURVEY)\22-0154.000 JOHN'S LAKE ROOMS TO GO - ALTA REV.DWG -- 9/21/2022 6:03 PM

LEGAL DESCRIPTION:

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT No. NCS-1125802-ORL
DATE: APRIL 20, 2022 @ 7:30 AM

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PORTIONS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THE WEST 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LESS RIGHT-OF-WAY FOR STATE ROAD 50, A/K/A LOTS 24 AND 25, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS RIGHT-OF-WAY FOR STATE ROAD 50.

SAID PORTIONS SHALL BE DETERMINED BY A SURVEY, TO BE PROVIDED TO THE COMPANY, PREPARED BY A FLORIDA REGISTERED LAND SURVEYOR; DATED NO MORE THAN NINETY (90) DAYS PRIOR TO THE CLOSING DATE OF SUBJECT TRANSACTION; CERTIFIED TO THE PROPOSED INSURED(S), FIRST AMERICAN TITLE INSURANCE COMPANY, AND ALL OTHER PARTIES IN INTEREST; MEETING THE MINIMUM STANDARDS FOR ALL LAND SURVEYS AS SET FORTH IN CHAPTER 472.027, FLORIDA STATUTES OR IN CHAPTER 21 HH 6, FLORIDA ADMINISTRATIVE CODE.

THE COMPANY RESERVES THE RIGHT TO MAKE SUCH ADDITIONAL SCHEDULE B-I, REQUIREMENTS; SCHEDULE B-II, EXCEPTIONS; AND/OR TO MODIFY THE FOREGOING LEGAL DESCRIPTION, AS IT DEEMS NECESSARY.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2" IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 401.97 FEET, TO THE **POINT OF BEGINNING**, THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 229.68 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FOOT SECTION #11070 F.P. NO. 238429-4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 0°00'00" EAST, 328.00 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); THENCE, SOUTH 04°45'49" EAST, 3.01 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); ALSO BEING A POINT OF NON-TANGENT CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE EAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42°47'46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: SOUTH 22°39'00" EAST, 53.32"); TO A 5/8" IRON ROD AND CAP (LB 6605); ALSO BEING A POINT OF NON-TANGENCY; THENCE, SOUTH 63°28'48" WEST, 54.52 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); THENCE, NORTH 00°00'00" WEST, 151.31 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); THENCE, NORTH 89°20'02" WEST, 326.71 FEET, TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.07 ACRES, MORE OR LESS.

PARCEL 2:

BENEFICIAL EASEMENTS SET FORTH IN THAT CERTAIN RECIPROCAL EASEMENT AGREEMENT RECORDED _____ IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

BENEFICIAL EASEMENTS SET FORTH IN DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED _____ IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TABLE A:

- MONUMENTS PLACED (OR A REFERENCE MONUMENT OR WITNESS TO THE CORNER) AT ALL MAJOR CORNERS OF THE BOUNDARY OF THE PROPERTY, UNLESS ALREADY MARKED OR REFERENCED BY EXISTING MONUMENTS OR WITNESSES IN CLOSE PROXIMITY TO THE CORNER. **(SHOWN ON MAP OF SURVEY)**
- ADDRESSES(ES) OF THE SURVEYED PROPERTY IF DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR, OR OBSERVED WHILE CONDUCTING THE FIELDWORK. **(SHOWN ON MAP OF SURVEY)**
- FLOOD ZONE CLASSIFICATION (WITH PROPER ANNOTATION BASED ON FEDERAL FLOOD INSURANCE RATE MAPS OR THE STATE OR LOCAL EQUIVALENT) DEPICTED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY. **(SEE NOTE 10 IN SURVEYORS NOTES)**
- GROSS LAND AREA (AND OTHER AREAS IF SPECIFIED BY THE CLIENT). **(SHOWN ON MAP OF SURVEY)**
- (a) EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL. **(NONE FOUND)**
- SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK (IN ADDITION TO THE IMPROVEMENTS AND FEATURES REQUIRED PURSUANT TO SECTION 5 ABOVE) (E.G., PARKING LOTS, BILLBOARDS, SIGNS, SWIMMING POOLS, LANDSCAPED AREAS, SUBSTANTIAL AREAS OF REFUSE). **(ON MAP OF SURVEY)**
- NUMBER AND TYPE (E.G., DISABLED, MOTORCYCLE, REGULAR, AND OTHER MARKED SPECIALIZED TYPES) OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS, LOTS AND IN PARKING STRUCTURES, STRIPING OF CLEARLY IDENTIFIABLE PARKING SPACES ON SURFACE PARKING AREAS AND LOTS. **(NONE FOUND)**
- NOTE TO THE CLIENT, INSURER, AND LENDER – WITH REGARD TO TABLE A, ITEM 11, INFORMATION FROM THE SOURCES CHECKED ABOVE WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES, HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, R11 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.
- NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS. IF MORE THAN ONE OWNER, IDENTIFY THE FIRST OWNER'S NAME LISTED IN THE TAX RECORDS FOLLOWED BY "ET AL." **(SHOWN ON MAP OF SURVEY)**
- EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK **(NONE OBSERVED AT DATE OF FIELD WORK)**
- PURSUANT TO SECTIONS 5 AND 6 (AND APPLICABLE SELECTED TABLE A ITEMS, EXCLUDING TABLE A ITEM 1), INCLUDE AS PART OF THE SURVEY ANY PLOTTABLE OFFSITE (I.E., APPURTENANT) EASEMENTS DISCLOSED IN DOCUMENTS PROVIDED TO OR OBTAINED BY THE SURVEYOR. **(NONE FOUND BY, NOR PROVIDED TO, THIS SURVEYOR)**

SCHEDULE B-II:

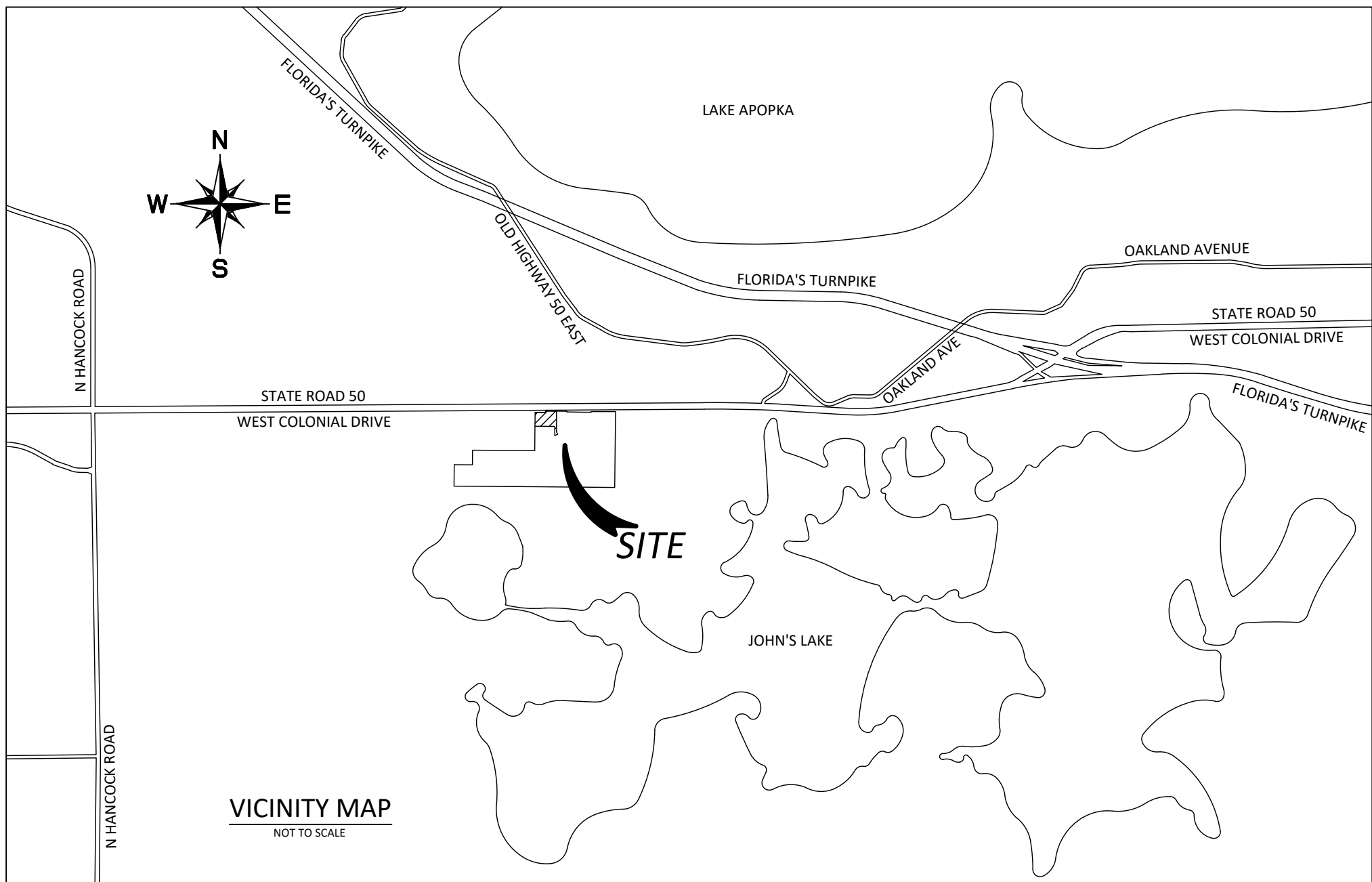
FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT No. NCS-1125802-ORL
DATE: APRIL 20, 2022 @ 7:30 AM

- DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. **(NOT A SURVEY MATTER)**
- ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS. **(NONE KNOWN BY OR PROVIDED TO THIS SURVEYOR)**
- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. **(SHOWN ON MAP OF SURVEY)**
- ANY LIEN OR RIGHT TO A LIEN FOR SERVICES, LABOR, MATERIAL OR EQUIPMENT, UNLESS SUCH LIEN IS SHOWN BY THE PUBLIC RECORDS AT DATE OF POLICY AND NOT OTHERWISE EXCEPTED FROM COVERAGE HEREIN. **(NOT A SURVEY MATTER)**
- ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER. **(NONE KNOWN)**
- TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY. **(NOT A SURVEY MATTER)**
- ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS, WITHOUT RIGHT OF ENTRY. **(NONE KNOWN BY OR PROVIDED TO THIS SURVEYOR)**
- TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. **(NOT A SURVEY MATTER)**
- RESOLUTION RECORDED NOVEMBER 10, 1953, IN DEED BOOK 344, PAGE 41, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(SHOWN ON MAP OF SURVEY)**
- EASEMENT AGREEMENT FOR INGRESS, EGRESS, UTILITIES AND SIGNAGE IN FAVOR OF M/I HOMES OF ORLANDO, LLC RECORDED MARCH 16, 2006 IN OFFICIAL RECORDS BOOK 3111, PAGE 1287, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(VACATED BY JOHN'S LAKE LANDING PUD ACCESS, UTILITY AND SIGNAGE EASEMENT ORB 5990, PG 1413)**
- WASTE AND WATER SERVICE AGREEMENT BY AND BETWEEN THE CITY OF CLERMONT AND M/I HOMES OF ORLANDO, LLC AND DAVID E. WARREN RECORDED APRIL 3, 2008 IN OFFICIAL RECORDS BOOK 3605, PAGE 2409, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(AGREEMENT, NOT A SURVEY MATTER)**
- DRAINAGE AND RETENTION EASEMENT AGREEMENT IN FAVOR OF JOHN'S LAKE, LLC RECORDED JANUARY 10, 2012 IN OFFICIAL RECORDS BOOK 4113, PAGE 1502, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(DOES NOT AFFECT)**
- UNDERGROUND UTILITY EASEMENT AGREEMENT IN FAVOR OF THE GRANTOR RECORDED APRIL 19, 2013 IN OFFICIAL RECORDS BOOK 4311, PAGE 1674, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(AGREEMENT, NOT A SURVEY MATTER)**
- COUNTY ORDINANCE #2020-55 RECORDED DECEMBER 14, 2020 IN OFFICIAL RECORDS BOOK 5600, PAGE 2102, AS AFFECTED BY THAT CERTAIN COUNTY ORDINANCE NO. 2021-32, RECORDED IN OFFICIAL RECORDS BOOK 5824, PAGE 1074, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(ORDINANCE, NOT A SURVEY MATTER)**
- NOTICE RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 5856, PAGE 2097, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. **(NOTICE, NOT A SURVEY MATTER)**
- TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).
- RECIPROCAL EASEMENT AGREEMENT RECORDED _____, IN OFFICIAL RECORDS BOOK _____, PAGE _____, IN LAKE COUNTY, FLORIDA.
- TERMS, PROVISIONS, RESTRICTIVE COVENANTS, CONDITIONS, RESERVATIONS, RIGHTS, DUTIES AND EASEMENTS CONTAINED IN THE DECLARATION OF COVENANTS AND RESTRICTIONS, AND ANY EXHIBITS ANNEXED THERETO, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF LAKE COUNTY, FLORIDA.

NOTE: ALL OF THE RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED. ANY REFERENCE HEREIN TO A BOOK AND PAGE IS A REFERENCE TO THE OFFICIAL RECORD BOOKS OF SAID COUNTY, UNLESS INDICATED TO THE CONTRARY.

MAP OF ALTA/NSPS LAND TITLE SURVEY

OF
A PARCEL OF LAND LYING WITHIN A PORTION OF
OF SECTIONS 25 & 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
LAKE COUNTY, FLORIDA
SHEET 1 OF 2
NOT VALID WITHOUT ALL SHEETS



PROJECT INFORMATION:

FIELD DATE: 6/22/22
PARTY CHIEF: RM/ WY
DRAWN BY: AR/MWH
CHECKED BY: JJC
APPROVED BY: MWH
JOB NUMBER: 22-0154.000
DWG: 22-0154.000 John's Lake Rooms To Go - ALTA REV.dwg
DRAWING DATE: 09/21/2022
FIELD BOOK: 617

ABBREVIATIONS LEGEND:

CONC = CONCRETE
LS = LICENSED SURVEYOR
LB = LICENSED BUSINESS
P.S.M.= PROFESSIONAL SURVEYOR AND MAPPER
PG.= PAGE
R/W = RIGHT-OF-WAY
(C)= CALCULATED MEASUREMENT
(M)= FIELD MEASURED
(P)= PLAT
S.U.E.= SUBSURFACE UTILITY ENGINEERING
G.P.R.= GROUND PENETRATING RADAR
ADJ = ADJUSTED
ID = IDENTIFICATION
FAC = FLORIDA ADMINISTRATIVE CODE
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
CBS = CONCRETE BLOCK STRUCTURE
SWD = SPECIAL WARRANTY DEED
GPS = GLOBAL POSITIONING SYSTEM
U.S. = UNITED STATES
(TYP) = TYPICAL
P.B. = PLAT BOOK
COA = CERTIFICATE OF AUTHORIZATION
SEC = SECTION
MES = MITERED END SECTION

E.D.M.= ELECTRONIC DISTANCE MEASUREMENT
RTK = REAL TIME KINEMATICS
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
± = PLUS OR MINUS
FIRC = FOUND IRON ROD AND CAP
LBE = LANDSCAPE BUFFER EASEMENT
UE = UTILITY EASEMENT
ILL = ILLEGIBLE
FIP = FOUND IRON PIPE
ADJ = ADJUSTED
NAD = NORTH AMERICAN DATUM
O.R.B.= OFFICIAL RECORDS BOOK
ADA = AMERICANS WITH DISABILITIES ACT
BLVD = BOULEVARD
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
NT = NON-TANGENT
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PCC = POINT OF COMPOUND CURVATURE
PRC = POINT OF REVERSE CURVATURE
ALTA = AMERICAN LAND TITLE ASSOCIATION
NSPS = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
PUD = PLANNED UNIT DEVELOPMENT

SURVEYOR'S NOTES:

- PLAT AND DEED BEARINGS AND DISTANCES SHOWN HEREON ARE RELATIVE TO THE LEGAL DESCRIPTION PROVIDED BY FIRST AMERICAN TITLE.
- FIELD BEARINGS AND DISTANCES ARE BASED ON STATE PLANE GRID. THE BEARING BASE IS ALONG THE SOUTH LINE OF PARCEL 1 AND 2 OF THE LANDS DESCRIBED HEREON, BEING A PORTION OF THE SUBJECT PROPERTY, BETWEEN FOUND MONUMENTATION (BEARING BASE: SOUTH 89°29'12" EAST).
- THIS IS A BOUNDARY SURVEY, AS DEFINED IN CHAPTER 5J-17.05(11) OF THE FLORIDA ADMINISTRATIVE CODE (FAC). MORE SPECIFICALLY THE PURPOSE OF THIS SURVEY IS TO CONVEY AN ALTA/NSPS SURVEY. THE REQUIREMENTS FOR AN ALTA/NSPS SURVEY ARE DEFINED IN THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS" (EFFECTIVE FEBRUARY 23, 2021).
- THE ACCURACY STANDARD USED FOR THE HORIZONTAL CONTROL FOR THIS SURVEY, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17.051 FAC) IS "COMMERCIAL". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET, THE ACCURACY OBTAINED EXCEEDS THIS REQUIREMENT.
- THE HORIZONTAL CONTROL NETWORK WAS COMPLETED UTILIZING A SPECTRA PRECISION SOKKIA GRX 2 GNSS RECEIVER. THE CONTROL FOR THIS SURVEY IS BASED ON REDUNDANT RTK (REAL TIME KINEMATIC) OBSERVATIONS BASED ON FPRN (FLORIDA PERMANENT REFERENCE NETWORK).
 - THE REDUNDANT RTK (REAL TIME KINEMATIC) OBSERVATIONS WERE PERFORMED TO ESTABLISH THE PRIMARY NETWORK CONTROL. THE OBSERVATIONS WERE PERFORMED ON OCTOBER 12, 2020.
 - A FIELD TRAVERSE WAS USED TO ESTABLISH INTERMITTENT CONTROL BETWEEN THE GPS POINTS.
 - HORIZONTAL CONTROL IS BASED ON FLORIDA STATE PLANE COORDINATE EAST (901) NAD (NORTH AMERICAN DATUM) 1983/2011ADJ.
- ALL DISTANCES WERE MEASURED WITH E.D.M. EQUIPMENT AND HAVE BEEN ADJUSTED FOR TEMPERATURE.
- PROPERTY LINES SHOWN HEREON WERE COMPUTED FROM THE EXISTING PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND ARE BASED ON FOUND MONUMENTATION. MONUMENT SYMBOLS ARE NOT TO SCALE.
- SURVEYOR'S LIABILITY FOR THE DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITIES WITHOUT AN EXPRESSED RE-CERTIFICATION BY WHOSE SIGNATURE APPEARS UPON THE SURVEY.
- ABOVE GROUND UTILITIES SHOWN WERE LOCATED BY FIELD OBSERVATIONS. UTILITIES SYMBOLS ARE NOT TO SCALE.
- THIS PROPERTY LIES WITHIN ZONE "X" OF THE CURRENT FEMA FLOOD INSURANCE RATE MAPS AND IS REFLECTED ON THE SURVEY. THE MAP IDENTIFICATION IS MAP NUMBER 12069C0595E, WITH AN EFFECTIVE DATE OF DECEMBER 18, 2012.
- PRIOR TO ANY CONSTRUCTION, EXCAVATION OR ANY DISTURBANCE OF THE EXISTING GROUND ELEVATION, THE OWNER AND / OR CONTRACTOR SHOULD ASSUME RESPONSIBILITY OF CONTACTING THE LOCAL UTILITY AUTHORITIES FOR EXACT LOCATION OF UNDERGROUND GAS LINES, TELEPHONE LINES, ELECTRIC CABLES, WATER LINES, ETC. TO AVOID ANY HAZARD OR CONFLICT.
- THIS SURVEY DOES NOT INCLUDE THE LOCATION OF ANY POSSIBLE WETLAND OR JURISDICTIONAL BOUNDARIES, OR ENDANGERED SPECIES LANDS.
- TREE SYMBOLS ARE NOT TO SCALE. TREE DIAMETER BREAST HEIGHT IS DENOTED BY EACH TREE ON THIS SURVEY. TREE SIZE AND SPECIES SHOULD BE VERIFIED BY A REGISTERED LANDSCAPE ARCHITECT (R.L.A.), ARBORIST, OR PERSON OF A SIMILAR PROFESSION AS DEFINED BY THE LOCAL MUNICIPALITY.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- DIMENSIONS SHOWN HEREON ARE IN U.S. STANDARD FEET AND DECIMALS THEREOF.
- THE OWNERSHIP OF FENCES IS UNKNOWN TO THIS SURVEYOR.
- THE NEW SUBJECT PARCEL DESCRIBED HEREON AND SHOWN ON THE FACE OF THIS SURVEY IS WHOLLY CONTAINED WITHIN THE RECORDED DESCRIPTION OF PARCEL 1, ALSO SHOWN HEREON.
- NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, HAVE BEEN LOCATED EXCEPT AS SHOWN. NO S.U.E.(SUBSURFACE UTILITY EXPLORATION) OR G.P.R. (GROUND PENETRATING RADAR) WERE UTILIZED DURING THIS SURVEY.

SYMBOLS LEGEND:

	- LIGHT POLE		-BACK FLOW PREVENTER
	- ELECTRIC SERVICE BOX		-CABLE TV RISER
	-ELECTRIC METER		-SANITARY MANHOLE
	-WATER VALVE COVER		-WELL
	-TELEPHONE PEDESTAL		-TRAFFIC SIGNAL POLE
	-WATER METER		-CONCRETE POWER POLE
	-FIBER OPTIC CABLE BOX		-WOOD POWER POLE
	-SIGN		-BARBED WIRE FENCE
	-GUY WIRE		-OVERHEAD POWER LINE
	-GAS METER		-STORM DRAIN PIPE
	-GAS VALVE		-SANITARY PIPE
	-STORM MANHOLE		
	-MITERED END SECTION		
	-GROUND FLOOD LIGHT		
	-FIRE HYDRANT		
	-TRANSFORMER		
	-CATCH BASIN/CONTROL STRUCTURE		

SURVEYOR'S CERTIFICATE:

TO: SPARROW PATIO CL, LLC A DELAWARE LIMITED LIABILITY COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY
D2 LAW GROUP P.L.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES TABLE A ITEMS 1, 2, 3, 4, 7(a), 8, 9, 13, 16, 18 & 19.

THE FIELD WORK WAS COMPLETED ON 11/3/2020, WITH UPDATES COMPLETED ON 6/22/2022.

DATE OF MAP 9/21/2022

MITCHEL W HILL
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 157374
FLORIDA REGISTERED LAND SURVEYOR AND MAPPER. NOT VALID WITHOUT THE SIGNATURE & THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, UNLESS DIGITALLY SIGNED BY THE REGISTERED LAND SURVEYOR USING A THIRD PARTY DIGITAL SIGNATURE SERVICE.



REV. NO.	DATE	REV. NO.	DATE	REV. NO.	DATE	REV. NO.	DATE
1		2		3		4	
5		6		7		8	
9		10		11		12	

REV. NO.	DATE	REV. NO.	DATE	REV. NO.	DATE	REV. NO.	DATE
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9		10		11		12	

MAP OF ALTA/NSPS LAND TITLE SURVEY

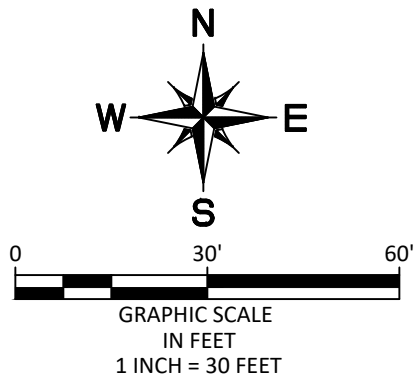
JOHN'S LAKE ROOMS TO GO

CAUTION
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DATE:	9-21-2022
JOB NO:	22-0154.000
DRAWN:	AR
APPROVED:	MWH
SHEET NO:	1 of 3
REV:	

MAP OF ALTA/NSPS LAND TITLE SURVEY

OF
A PARCEL OF LAND LYING WITHIN A PORTION OF
OF SECTIONS 25 & 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
LAKE COUNTY, FLORIDA
SHEET 2 OF 3
NOT VALID WITHOUT ALL SHEETS

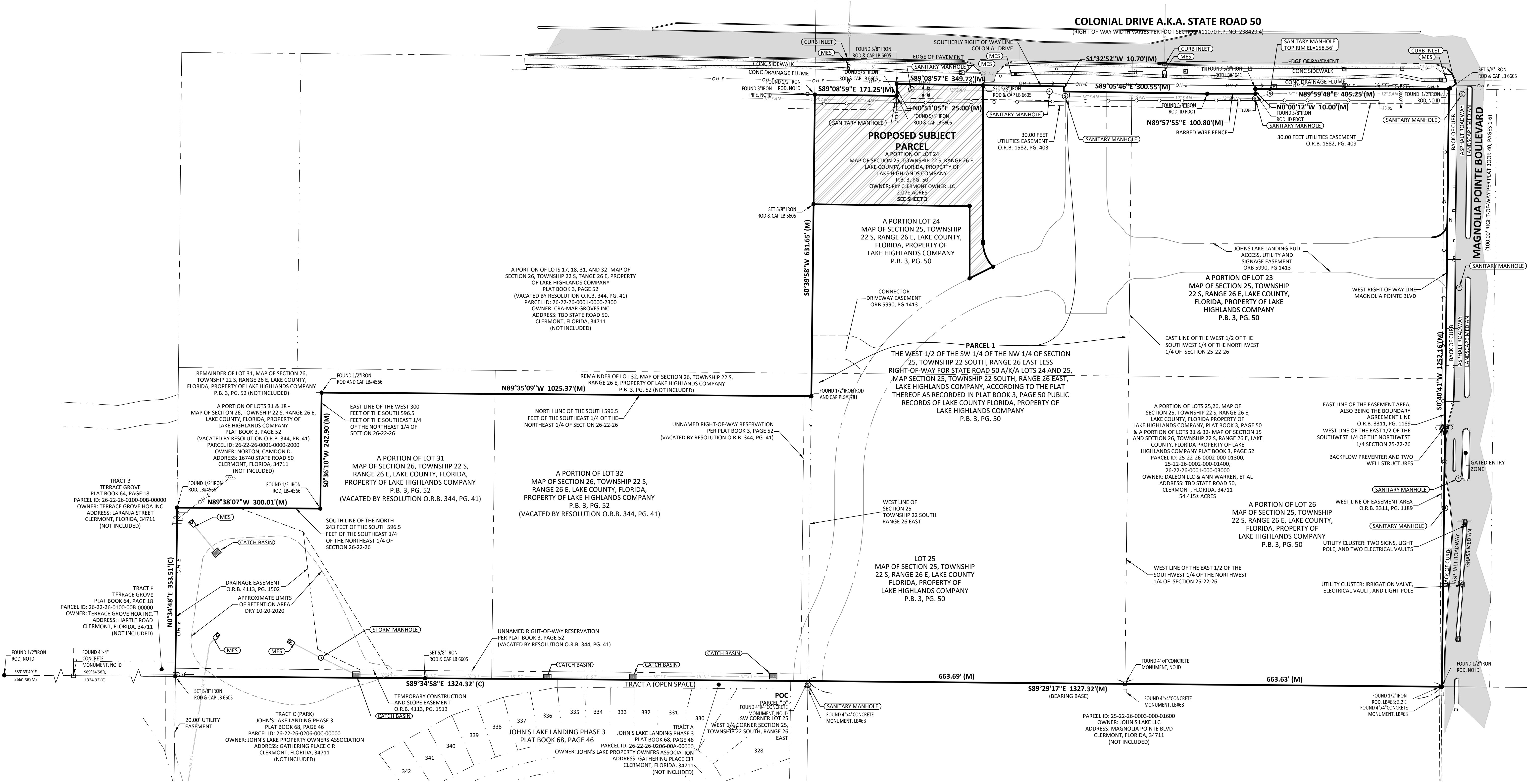




KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS

1012 EMMET STREET, SUITE A
KISSIMMEE, FL 32741
PHONE (407) 846-1216
COA 32069 LB 6605

S:\PROJECT SURVEY PROJECTS\2022\22-0154.000 JOHN'S LAKE ROOMS TO GO - ALTA/NSPS LAND TITLE SURVEY\22-0154.000 JOHN'S LAKE ROOMS TO GO - ALTA/NSPS LAND TITLE SURVEY - 9/21/2022 6:03 PM



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REV. NO.	DATE	DESCRIPTION
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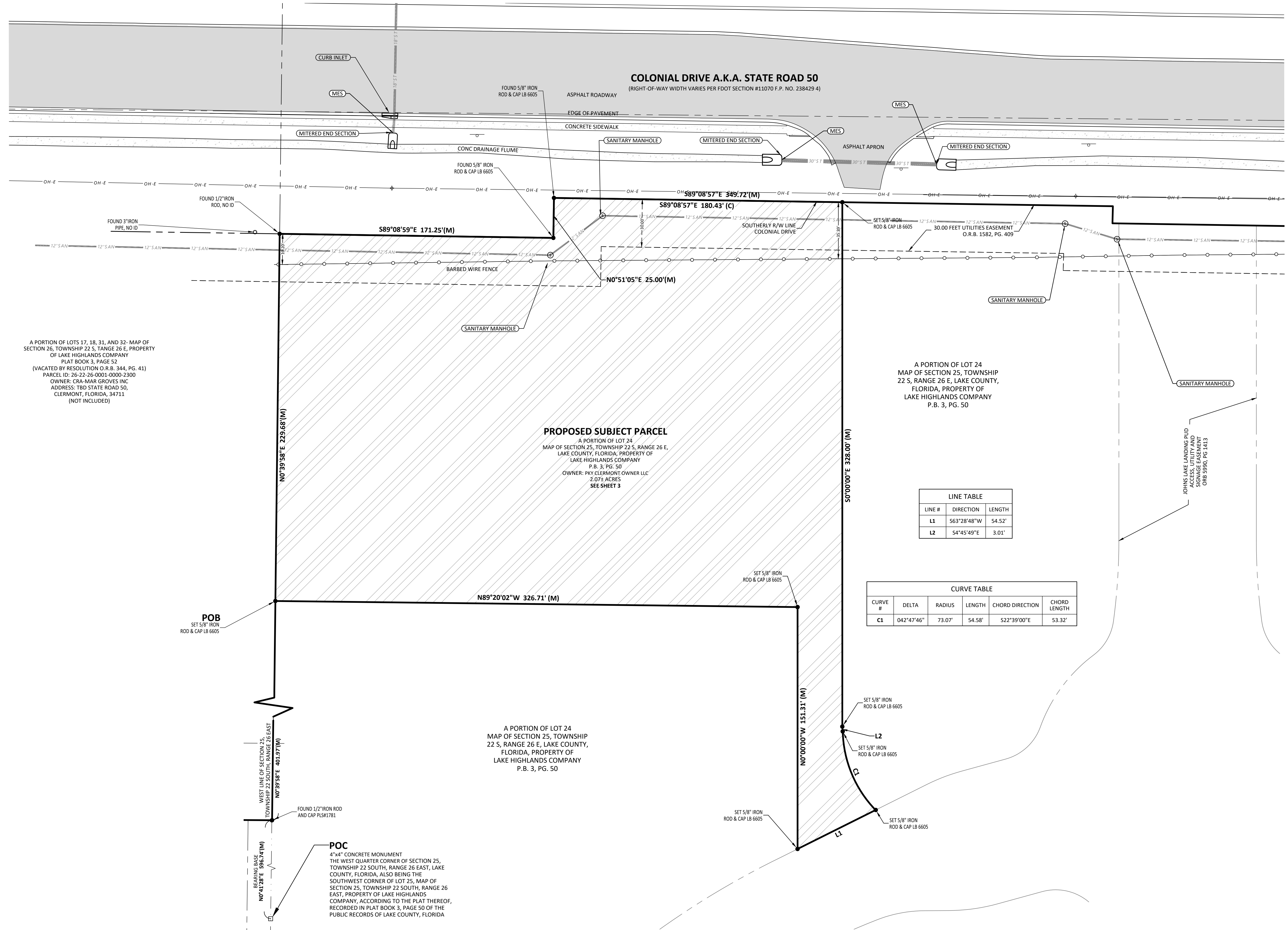
MAP OF ALTA/NSPS LAND TITLE SURVEY

JOHN'S LAKE ROOMS TO GO

CAUTION
IF THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

DATE:	9-21-2022
JOB NO.:	22-0154.000
DRAWN:	AR
APPROVED:	MWH
SHEET NO.:	2 of 3
REV:	

OF
A PARCEL OF LAND LYING WITHIN A PORTION OF
OF SECTIONS 25 & 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
LAKE COUNTY, FLORIDA
SHEET 3 OF 3
NOT VALID WITHOUT ALL SHEETS



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S63°28'48"W	54.52'
L2	S4°45'49"E	3.01'

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	042°47'46"	73.07'	54.58'	S22°39'00"E	53.32'

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EMMET STREET, SUITE A
SIMMEE, FL 32741
ONE (407) 846-1216
A 32059 LB 6605

REV. NO. 6	DATE:
REV. NO. 5	DATE:
REV. NO. 4	DATE:
REV. NO. 3	DATE:
REV. NO. 2	DATE:
REV. NO. 1	DATE:

REV. NO. 8	DATE
REV. NO. 7	DATE
REV. NO. 6	DATE
REV. NO. 5	DATE
REV. NO. 4	DATE
REV. NO. 3	DATE
REV. NO. 2	DATE
REV. NO. 1	DATE

**MAP OF ALIANS' LAND
TITLE SURVEY**

JOIN 3 LAKE ROOMS TO GO

CAUTION

0 1/2 1

THIS SCALE BAR DOES NOT MEASURE 1" THE DOCUMENT IS NOT TO SCALE

9-21-2022	
22-0154.000	
AR	
ED:	MWH
NO:	REV:
3 OF 3	

LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, April 11, 2023 at 6:30 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2023-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY; ADMINISTRATIVE CORRECTION OF SCRIVINERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION:

Vacant property 3/4 mile east of CR 455 and SR 50 intersection
Southwest corner of SR 50 and Magnolia Pointe Blvd.
(Portion of alternate key #2664754)



LEGAL DESCRIPTION:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2" IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 401.97 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 229.68 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 0°00'00" EAST, 328.00 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); THENCE, SOUTH 04°45'49" EAST, 3.01 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605), ALSO BEING A POINT OF NON-TANGENT CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE EAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42°47'46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: SOUTH 22°39'00" EAST, 53.32'), TO A 5/8" IRON ROD AND CAP (LB 6605), ALSO BEING A POINT OF NON-TANGENCY; THENCE, SOUTH 63°28'48" WEST, 54.52 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); THENCE, NORTH 00°00'00" WEST, 151.31 FEET, TO A 5/8" IRON ROD AND CAP (LB 6605); THENCE, NORTH 89°20'02" WEST, 326.71 FEET, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2.07 ACRES, MORE OR LESS.

All public hearings are held at the City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department (City Hall, 1st floor) Monday through Friday, 8 a.m. to 5 p.m.

Please be advised that under state law, any person deciding to appeal a public hearing decision 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.

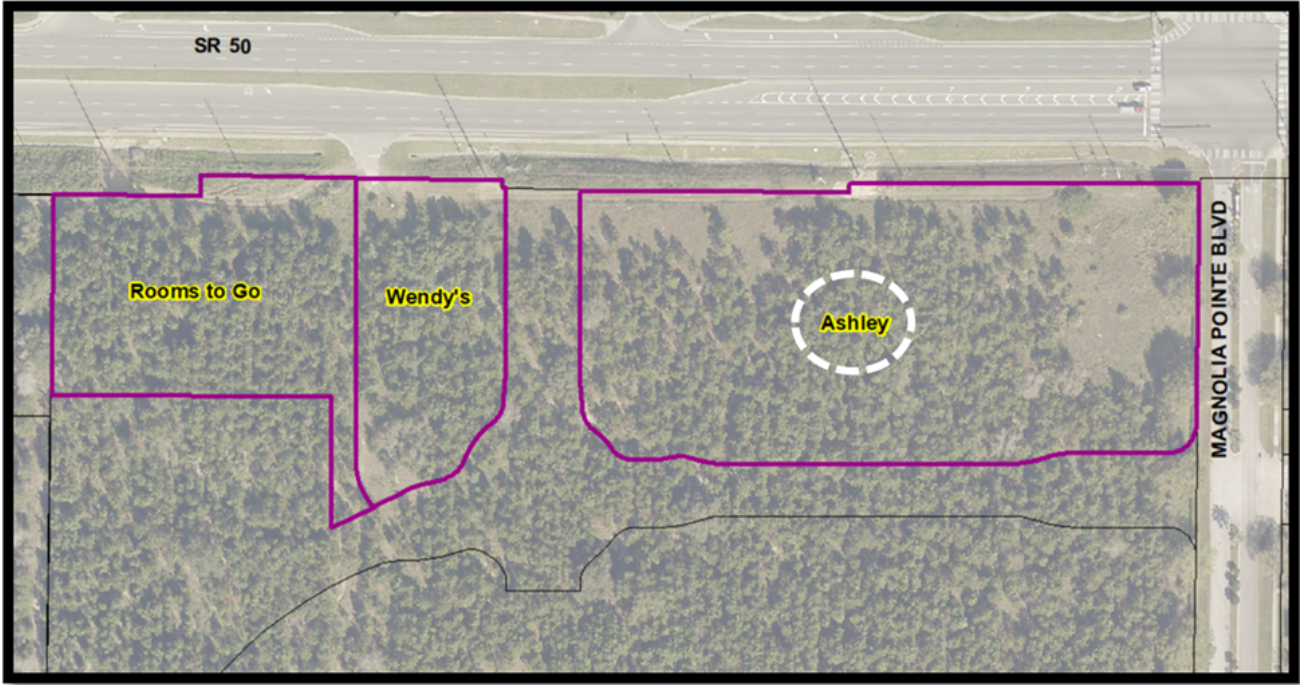
Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, April 11, 2023	
Agenda Item Name	
Ordinance No. 2023-011 <i>Final</i> <i>Ashley Furniture</i>	
Requested Action	
Recommend approval of Ordinance 2023-011	
Staff Report	
The agent, Robert Moon, PE is requesting voluntary annexation of the subject property by adjacency to the City limits. The property, approximately 5.12 acres, is fronting the south side of SR 50, between Ray Goodgame Parkway and Magnolia Pointe Boulevard. The City limit is adjacent to the project to the north and the east. The property is in the process of developing under the John's Lake Landing PUD, Ordinance No. 2021-32, which was granted in Lake County and is for 309 acres. The agent desires to continue developing within the City of Clermont according to this PUD. The site will require City water and sewer services and has an older utility agreement in place for the entire John's Lake Landing project. The agent will apply for site plan review and building permits through the City. The benefit of annexing the property at this stage is that the City has the jurisdiction over permitting and collection of impact fees that is absent when a property is fully developed in Lake County and then annexed into the City at a later date.	
	



Under Florida Statute Section 171.062(2), property that is annexed and subject to a county land use plan and county zoning may continue with the regulations until the municipality adopts a comprehensive plan amendment. Since this parcel is a portion of the overall development of the John's Lake Landing PUD, a major portion of it has already developed or currently under development. The entire project is served by City water and sewer and once the entire development is complete, then the City will assign it a future land use of Master Planned Development with PUD zoning. The challenge of assigning a future land use and zoning at this point is this project is a very small fragment of the overall John's Lake Development. It would be incompatible and inefficient on such a small scale and would be more consistent to assign the entire John's Lake Landing project once completed.

The subject property meets the requirements for voluntary annexation under Florida Statutes Chapter 171.044, the City is capable of serving the property and staff recommends approval of Ordinance 2023-011.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)

1.	ORD 2023-011 - Ashleys Furniture annexation (02.27.2023)	ORD 2023-011 - Ashleys Furniture annexation (02.27.2023).pdf
2.	Ashley Furniture Project Map	Ashley Furniture Project Map.pdf
3.	Aerial of sites	Aerial of sites.pdf
4.	01 Executed Annexation_Application	01 Executed Annexation_Application.pdf
5.	Legal ad	Legal ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2023-011

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, 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 contiguous to the City and 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, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 23 AND LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE



CITY OF CLERMONT
ORDINANCE NO. 2023-011

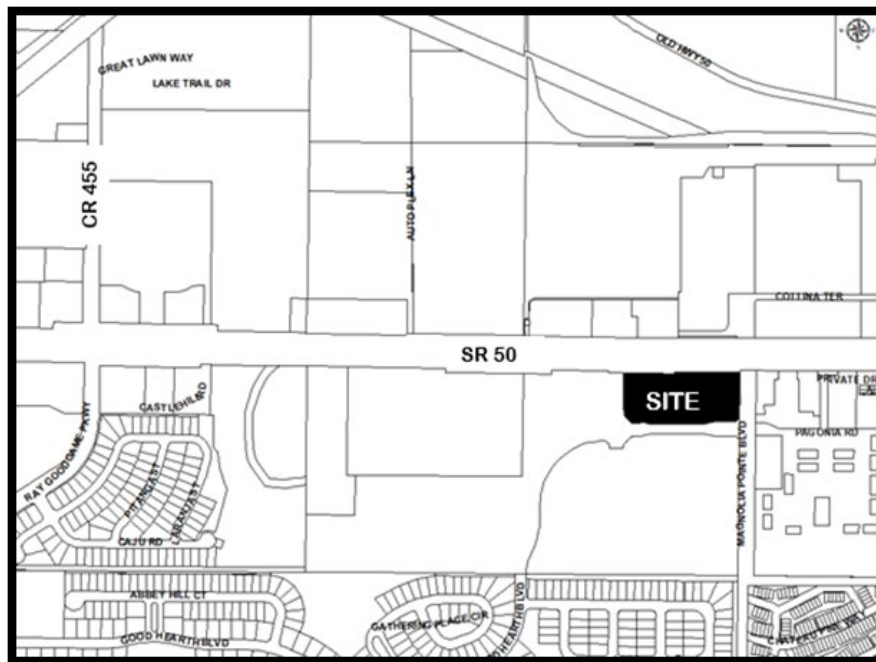
SOUTHERLY RIGHT-OF- WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FOOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 166.43 FEET; SOUTH 89°08'57" EAST, 183.29 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8 IRON ROD AND CAP (FOOT); SOUTH 89°05'46" EAST, 90.03 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES: SOUTH 89°05'46" EAST, 210.51 FEET, TO A 5/8 IRON ROD AND CAP (FOOT); NORTH 89°57'55" EAST, 100.80 FEET, TO A 5/8 IRON ROD AND CAP (FOOT); NORTH 0°00'12" WEST, 10.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 4641); NORTH 89°59'48" EAST, 405.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605) MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50) AND THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINTE BOULEVARD (100' WIDE RIGHT-OF-WAY PER PLAT BOOK 40, PAGES 1-6); THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID WEST RIGHT OF WAY, SOUTH 0°40'41" WEST, 282.60 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG SAID NON-TANGENT CURVE, TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 83° 08' 12" AND AN ARC LENGTH OF 46.43 FEET (CHORD: SOUTH 48° 25' 54" WEST, 42.46'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 107.97 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, SOUTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 331.74 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE

TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 62° 37' 02" WEST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 17° 51' 03" AND AN ARC LENGTH OF 30.53 FEET (CHORD: NORTH 44° 09' 35" WEST, 30.41'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: NORTH 30° 22' 48" WEST, 24.70'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: NORTH 03° 50' 15" WEST, 50.33'), TO A POINT OF TANGENCY; THENCE, NORTH 00° 00' 00" EAST, 197.11 FEET, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5.12 ACRES, MORE OR LESS.

LOCATION

Vacant property 3/4 mile east of CR 455 and SR 50 intersection
Southwest corner of SR 50 and Magnolia Pointe Blvd.
(Portion of alternate key #2664754)





CITY OF CLERMONT
ORDINANCE NO. 2023-011

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: CONFLICT

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

SECTION 5: SEVERABILITY

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 6: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

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. 2023-011

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 11th day of April, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

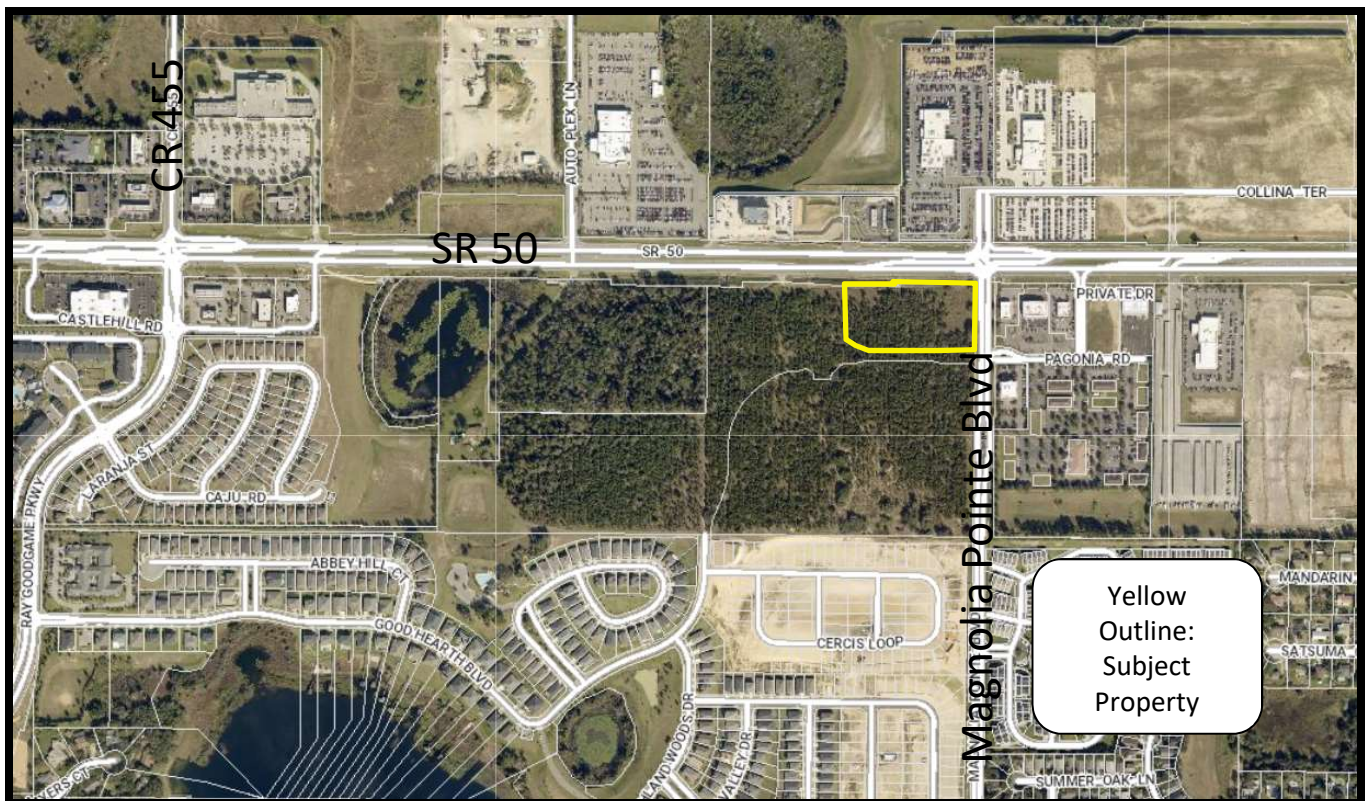
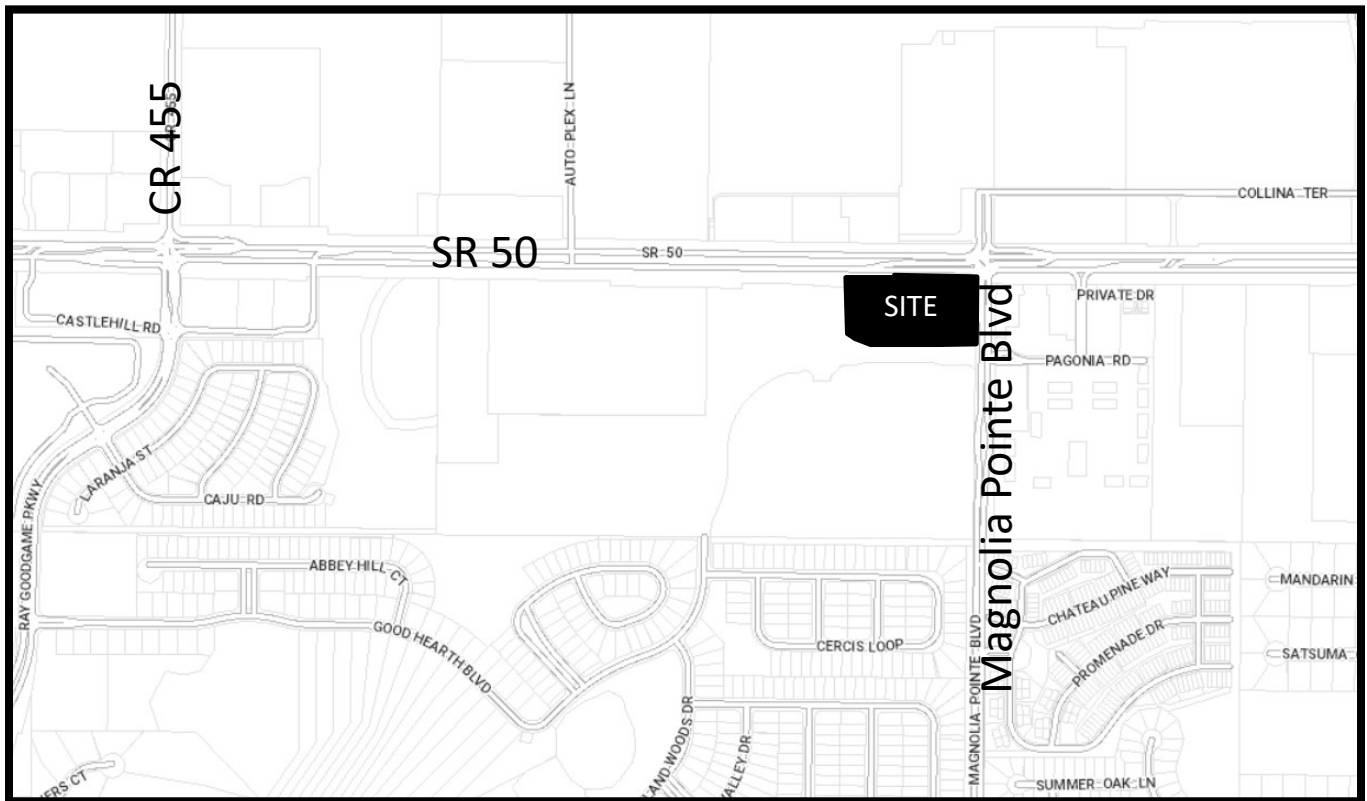
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map –Ashley Furniture



John's Lake Landing PUD Development – Annexation parcel locations





CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an **ANNEXATION**.

1. _____ Application & Petition by the landowners for Annexation (pages 3 and 4).
2. _____ General application form (page 5).
3. _____ Authorization for agent/owner representation (page 6)
4. _____ **LEGAL DESCRIPTION:** Email legal description typed in Word (not all capitalized) to planning@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. _____ Map showing general area of site for which Annexation is being requested.
6. _____ Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



OWNER / AGENT AFFIDAVIT (ANNEXATION)

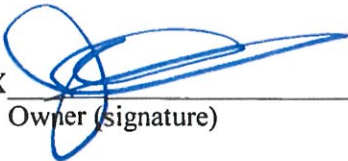
Date: 1/27/23

Before me, the undersigned authority personally appeared So Ashley, LLC
(owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
the development of a commercial site within the City of Clermont. The parcel is located within the City of Clermont JPA and
annexation is required for use of utilities.
3. That said authority (owner) has appointed (agent's name) KPM Franklin
to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X 
Owner (signature)

X 
Agent's (signature)

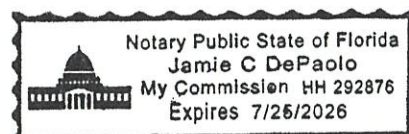
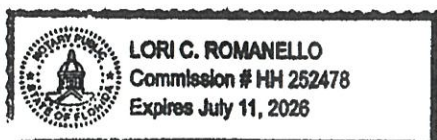
Sworn to and subscribed before
me this 27 day of Jan,
2023


Notary Public, State of FL
My commission expires: 7/11/26

Sworn to and subscribed before
me this 31 day of Jan,
2023


Notary Public, State of FL
My commission expires: 7/25/26

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.





Existing Lake County Land Use* : Urban Low

Existing Lake County Zoning* : Planned Unit Development

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: Not applicable

Property is currently vacant commercial.

State the reason or basis for this request: Property is within the City of Clermont JPA. There has been discussion at both the County and City regarding annexing the parcel for use of utilities.

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 25, Township 22 S, Range 26 E

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



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 27 day of January, 2023

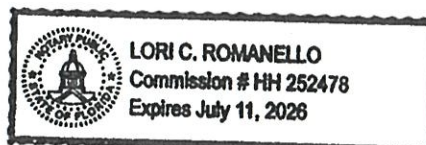
Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

Landowner (Petitioner)

Date

Notary Public

My Commission Expires





APPLICATION & PETITION

DATE: 1/27/23

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Johns Lake Landing - Ashley Furniture Site

APPLICANT: 50 Ashley, LLC

Address: 1670 East 8TH Avenue

City: Tampa State: Florida Zip: 33605

Phone: _____ Fax: _____

Applicant is: Owner: ☒ Agent: ☐ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: 50 Ashley, LLC

Address: 1670 East 8th Avenue

City: Tampa State: Florida Zip: 33605

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): KPM Franklin

Address: 6300 Hazeltine National Drive Suite 118

City: Orlando State: Florida Zip: 32822

Phone: 407-994-4441 Fax: _____

E-Mail: rmoon@kpmfranklin.com

Property address and/or general location: The property is located south of State Road 50 and west of Magnolia Pointe Boulevard

Area of property: 5.12 +/- acres, and/or 22,900 +/- sq. ft.

The property is PRESENTLY used for: Vacant

The property is PROPOSED to be used for: Commercial use

LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, April 11, 2023 at 6:30 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2023-011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY; ADMINISTRATIVE CORRECTION OF SCRIVINERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

LOCATION:

Vacant property 3/4 mile east of CR 455 and SR 50 intersection
Southwest corner of SR 50 and Magnolia Pointe Blvd.
(Portion of alternate key #2664754)



LEGAL DESCRIPTION:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 23 AND LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FOOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 166.43 FEET; SOUTH 89°08'57" EAST, 183.29 FEET, TO A 1/2 IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8 IRON ROD AND CAP (FOOT); SOUTH 89°05'46" EAST, 90.03 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES: SOUTH 89°05'46" EAST, 210.51 FEET, TO A 5/8 IRON ROD AND CAP (FOOT); NORTH 89°57'55" EAST, 100.80 FEET, TO A 5/8 IRON ROD AND CAP (FOOT); NORTH 0°00'12" WEST, 10.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 4641); NORTH 89°59'48" EAST, 405.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605) MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50) AND THE WEST RIGHT-OF-WAY LINE OF MAGNOLIA POINTE BOULEVARD (100' WIDE RIGHT-OF-WAY PER PLAT BOOK 40, PAGES 1-6); THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY AND ALONG SAID WEST RIGHT OF WAY, SOUTH 0°40'41" WEST, 282.60 FEET, TO A POINT SITUATE ON A NON-TANGENT CURVE; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY AND ALONG SAID NON-TANGENT CURVE, TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 83° 08' 12" AND AN ARC LENGTH OF 46.43 FEET (CHORD: SOUTH 48° 25' 54" WEST, 42.46'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 107.97 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: SOUTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY;

THENCE, SOUTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: SOUTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 331.74 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 82.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 21.47 FEET (CHORD: NORTH 82° 30' 00" WEST, 21.41'), TO A POINT OF TANGENCY; THENCE, NORTH 75° 00' 00" WEST, 23.90 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 15° 00' 00" AND AN ARC LENGTH OF 30.89 FEET (CHORD: NORTH 82° 30' 00" WEST, 30.80'), TO A POINT OF TANGENCY; THENCE, NORTH 90° 00' 00" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: NORTH 62° 37' 02" WEST, 29.44'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 17° 51' 03" AND AN ARC LENGTH OF 30.53 FEET (CHORD: NORTH 44° 09' 35" WEST, 30.41'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: NORTH 30° 22' 48" WEST, 24.70'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: NORTH 03° 50' 15" WEST, 50.33'), TO A POINT OF TANGENCY; THENCE, NORTH 00° 00' 00" EAST, 197.11 FEET, TO THE POINT OF BEGINNING.

All public hearings are held at the City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department (City Hall, 1st floor) Monday through Friday, 8 a.m. to 5 p.m.

Please be advised that under state law, any person deciding to appeal a public hearing decision 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 Howe, MMC

City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, April 11, 2023	
Agenda Item Name	
Ordinance No. 2023-012 <i>Final</i> <i>Wendy's</i>	
Requested Action	
Recommend approval of Ordinance 2023-012	
Staff Report	
The agent, Robert Moon, PE is requesting voluntary annexation of the subject property by adjacency to the City limits. The property, approximately 1.34 acres, is fronting the south side of SR 50, between Ray Goodgame Parkway and Magnolia Pointe Boulevard. The City limit is adjacent to the project to the north. The property is in the process of developing under the John's Lake Landing PUD, Ordinance No. 2021-32, which was granted in Lake County and is for 309 acres. The agent desires to continue developing within the City of Clermont according to this PUD. The site will require City water and sewer services and has an older utility agreement in place for the entire John's Lake Landing project. The agent will apply for site plan review and building permits through the City. The benefit of annexing the property at this stage is that the City has the jurisdiction over permitting and collection of impact fees that is absent when a property is fully developed in Lake County and then annexed into the City at a later date.	



Under Florida Statute Section 171.062(2), property that is annexed and subject to a county land use plan and county zoning may continue with the regulations until the municipality adopts a comprehensive plan amendment. Since this parcel is a portion of the overall development of the John's Lake Landing PUD, a major portion of it has already developed or currently under development. The entire project is served by City water and sewer and once the entire development is complete, then the City will assign it a future land use of Master Planned Development with PUD zoning. The challenge of assigning a future land use and zoning at this point is this project is a very small fragment of the overall John's Lake Development. It would be incompatible and inefficient on such a small scale and would be more consistent to assign the entire John's Lake Landing project once completed.

The subject property meets the requirements for voluntary annexation under Florida Statutes Chapter 171.044, the City is capable of serving the property and staff recommends approval of Ordinance 2023-012.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)

1.	ORD 2023-012 - Wendy's annexation (02.27.2023)	ORD 2023-012 - Wendy's annexation (02.27.2023).pdf
2.	Wendys Project Map	Wendys Project Map.pdf
3.	Aerial of sites	Aerial of sites.pdf
4.	01 Executed Annexation Application	01 Executed Annexation Application.pdf
5.	Legal ad	Legal ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2023-012

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, 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 contiguous to the City and 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, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET; TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID



CITY OF CLERMONT
ORDINANCE NO. 2023-012

SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'57" EAST, 169.29 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8" IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 4.02 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00° 00' 00" EAST, 198.47 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: SOUTH 03° 50' 15" WEST, 50.33'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: SOUTH 30° 22' 48" WEST, 24.70'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 33° 12' 51" AND AN ARC LENGTH OF 56.81 FEET (CHORD: SOUTH 36° 28' 41" WEST, 56.02'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 47° 15' 13" WEST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 74° 38' 11" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 11° 09' 23" AND AN ARC LENGTH OF 22.98 FEET (CHORD: SOUTH 69° 03' 30" WEST, 22.94'), TO A POINT OF TANGENCY; THENCE, SOUTH 63° 28' 48" WEST, 36.01 FEET, TO A POINT ON A CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42° 47' 46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: NORTH 22° 39' 00" WEST, 53.32'), TO A POINT OF TANGENCY; THENCE, LEAVING SAID CURVE, NORTH 4°45'49" WEST, 3.01 FEET; THENCE, NORTH 0°00'00" EAST, 328.00 FEET, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1.34 ACRES, MORE OR LESS.

LOCATION

Vacant property 3/4 mile east of CR 455 and SR 50 intersection
Southwest corner of SR 50 and Magnolia Pointe Blvd.
(Portion of alternate key #2664754)



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: CONFLICT

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

SECTION 5: SEVERABILITY

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 6: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.



CITY OF CLERMONT
ORDINANCE NO. 2023-012

SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 8: PUBLICATION AND EFFECTIVE DATE

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. 2023-012

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 11th day of April, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map –Wendy's



John's Lake Landing PUD Development – Annexation parcel locations





CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an **ANNEXATION**.

1. _____ Application & Petition by the landowners for Annexation (pages 3 and 4).
2. _____ General application form (page 5).
3. _____ Authorization for agent/owner representation (page 6)
4. _____ **LEGAL DESCRIPTION:** Email legal description typed in Word (not all capitalized) to planning@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. _____ Map showing general area of site for which Annexation is being requested.
6. _____ Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



APPLICATION & PETITION

DATE: 1/27/2023

FEE: \$155.⁰⁰
+ cost of advertising

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Johns Lake Landing - Wendys

APPLICANT: Eduardo L. Carcache, PE - CKE Group, Inc.

Address: 17190 Royal Palm Blvd Suite #2

City: Weston State: FL Zip: 33326

Phone: 305-558-4124 Fax: _____

Applicant is: Owner: ☐ Agent: ☐ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: Eddie J. Rodriguez - Wen Real Estate, LLC.

Address: 4030 NE 30TH Avenue

City: Lighthouse Point State: FL Zip: 33064

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): KPM Franklin

Address: 6300 Hazeltine National Drive Suite 118

City: Orlando State: FL Zip: 32822

Phone: 407-994-4441 Fax: _____

E-Mail: Rmoon@kpmfranklin.com

Property address and/or general location: _____
Property is located south of State Road 50 and west of Magnolia Pointe Boulevard.

Area of property: 1.87 +/- acres, and/or 81,548 +/- sq. ft.

The property is PRESENTLY used for: Vacant

The property is PROPOSED to be used for: Commercial use



Existing Lake County Land Use* : Urban Low

Existing Lake County Zoning* : Planned Unit Development

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: Not applicable.
Property is currently vacant commercial.

State the reason or basis for this request: Property is within the City of Clermont JPA. There has been discussion
at both the County and City regarding annexing the parcel for the use of utilities.

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 25, Township 22 S, Range 26 E

City of Clermont Development Services Department 685 W. Montrose St. P.O. Box 120219 Clermont, FL. 34712-0219 (352) 394-4083 Fax: (352) 394-3542
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**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

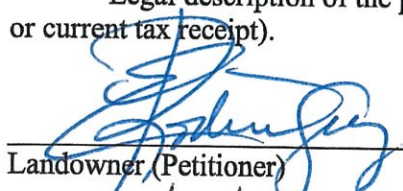
WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

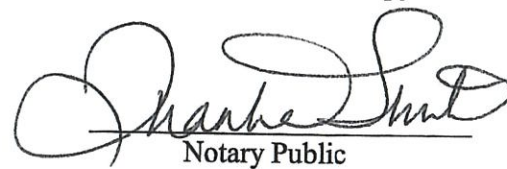
hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 31 day of January, 2023

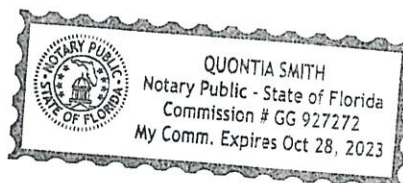
Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).


Landowner (Petitioner)

01/31/2023
Date


Notary Public

Oct. 28, 2023
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 1/31/2023

Before me, the undersigned authority personally appeared _____
(owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
the development of a commercial site within the City of Clermont. The parcel is located
within the City of Clermont JPA and annexation is required for the use of utilities.
3. That said authority (owner) has appointed (agent's name) KPM Franklin
_____ to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X [Signature]
Owner (signature)

X [Signature]
Agents (signature)

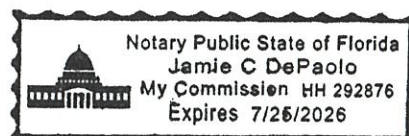
Sworn to and subscribed before
me this 31 day of January,
2023.

Sworn to and subscribed before
me this 1 day of February,
2023.

[Signature]
Notary Public, State of FL
My commission expires: 10/28/23

[Signature]
Notary Public, State of FL
My commission expires: 7/25/2026

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, April 11, 2023 at 6:30 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2023-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY; ADMINISTRATIVE CORRECTION OF SCRIVINERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE

LOCATION:

Vacant property 3/4 mile east of CR 455 and SR 50 intersection
Southwest corner of SR 50 and Magnolia Pointe Blvd.
(Portion of alternate key #2664754)



LEGAL DESCRIPTION:

A PORTION OF A PARCEL OF LAND SITUATE IN LOT 24, MAP OF SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 50, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE SOUTHWEST CORNER OF SAID LOT 25 ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE, ALONG THE WEST LINE OF SAID SECTION 25, NORTH 0°41'28" EAST, 596.74 FEET, TO A 1/2 IRON ROD AND CAP (PLS 1781); THENCE, CONTINUE ALONG SAID WEST LINE, NORTH 0°39'58" EAST, 631.65 FEET; TO A 1/2 IRON ROD (NO IDENTIFICATION) SITUATE ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLONIAL DRIVE (STATE ROAD 50, RIGHT-OF-WAY WIDTH VARIES PER FDOT SECTION #11070 F.P. NO. 238429 4); THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'59" EAST, 171.25 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); NORTH 0°51'05" EAST, 25.00 FEET, TO A 5/8 IRON ROD AND CAP (LB 6605); SOUTH 89°08'57" EAST, 180.43 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: SOUTH 89°08'57" EAST, 169.29 FEET, TO A 1/2" IRON ROD (NO IDENTIFICATION); SOUTH 1°32'52" WEST, 10.70 FEET, TO A 5/8" IRON ROD AND CAP (FDOT); SOUTH 89°05'46" EAST, 4.02 FEET; THENCE, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 00° 00' 00" EAST, 198.47 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE RIGHT, CONCAVE TO THE WEST, HAVING A RADIUS OF 376.00 FEET, A CENTRAL ANGLE OF 7° 40' 29" AND AN ARC LENGTH OF 50.37 FEET (CHORD: SOUTH 03° 50' 15" WEST, 50.33'), TO A POINT OF COMPOUND CURVATURE; THENCE, ALONG SAID COMPOUND CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 45° 24' 37" AND AN ARC LENGTH OF 25.36 FEET (CHORD: SOUTH 30° 22' 48" WEST, 24.70'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 98.00 FEET, A CENTRAL ANGLE OF 33° 12' 51" AND AN ARC LENGTH OF 56.81 FEET (CHORD: SOUTH 36° 28' 41" WEST, 56.02'), TO A POINT OF REVERSE CURVATURE; THENCE, ALONG SAID REVERSE CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 54° 45' 56" AND AN ARC LENGTH OF 30.59 FEET (CHORD: SOUTH 47° 15' 13" WEST, 29.44'), TO A POINT OF TANGENCY; THENCE, SOUTH 74° 38' 11" WEST, 28.82 FEET, TO A POINT OF CURVATURE; THENCE, ALONG SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 118.00 FEET, A CENTRAL ANGLE OF 11° 09' 23" AND AN ARC LENGTH OF 22.98 FEET (CHORD: SOUTH 69° 03' 30" WEST, 22.94'), TO A POINT OF TANGENCY; THENCE, SOUTH 63° 28' 48" WEST, 36.01 FEET, TO A POINT ON A CURVE; THENCE, ALONG SAID CURVE TO THE RIGHT CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 73.07 FEET, A CENTRAL ANGLE OF 42° 47' 46" AND AN ARC LENGTH OF 54.58 FEET (CHORD: NORTH 22° 39' 00" WEST, 53.32'), TO A POINT OF TANGENCY; THENCE, LEAVING SAID CURVE, NORTH 4°45'49" WEST, 3.01 FEET; THENCE, NORTH 0°00'00" EAST, 328.00 FEET, TO THE POINT OF BEGINNING.

The public hearings are held at the City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department (City Hall, 1st floor) Monday through Friday, 8 a.m. to 5 p.m.

Please be advised that under state law, any person deciding to appeal a public hearing decision 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 Howe, MMC
City Clerk

AGENDA ITEM

Meeting Date		
Tuesday, April 11, 2023		
Agenda Item Name		
Variance Request 274 Crystal Lake Drive		
Requested Action		
Recommend denial of the variance request		
Staff Report		
The property owner, Michael R. Gomez, is requesting a variance to the Land Development Code (LDC), Section 122-146, for property located at 274 Crystal Lake Drive. The variance request is to allow for a front yard setback of 15 feet instead of 25 feet as required by the Land Development Code. The property is zoned R-2, Medium Density Residential. The property is developed with a single family home that was constructed in 1951. The owner would like to convert the home into a two-family home, which is permitted under the R-2 zoning district. The property fronts Crystal Lake Drive and the existing home, based upon a recent site plan, is located 15 feet from the right of way line. The owner would like to add a small addition, approximately 117 square feet, on the southwest corner of the home to make it symmetrical and add more square footage for the second unit. The addition would be built out to the existing front building line that is 15 feet from Crystal Lake Drive right-of-way (ROW) line. The distance between the edge of the asphalt and the right-of-way line is 27 feet and then the 15 feet setback would start. This would provide 42 feet from the edge of pavement. The right-of-way width for Crystal Lake Drive at this area appears to be 75 feet.		
 		
Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on one of the five criteria. Therefore, staff recommends denial of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	Photos Updated	Photos Updated.pdf
2.	Lot Layout	Lot Layout.pdf
3.	A0_1 - Site Plan - 274 Crystal Lake-1	A0_1 - Site Plan - 274 Crystal Lake-1.pdf
4.	New 86-174 Review Criteria 274 Crystal Lake Dr	New 86-174 Review Criteria 274 Crystal Lake Dr.pdf
5.	Application	Application.pdf
6.	Property Record card	Property Record card.pdf
7.	Legal ad	Legal ad.pdf

274 Crystal Lake Dr.



274 Crystal Lake Dr.



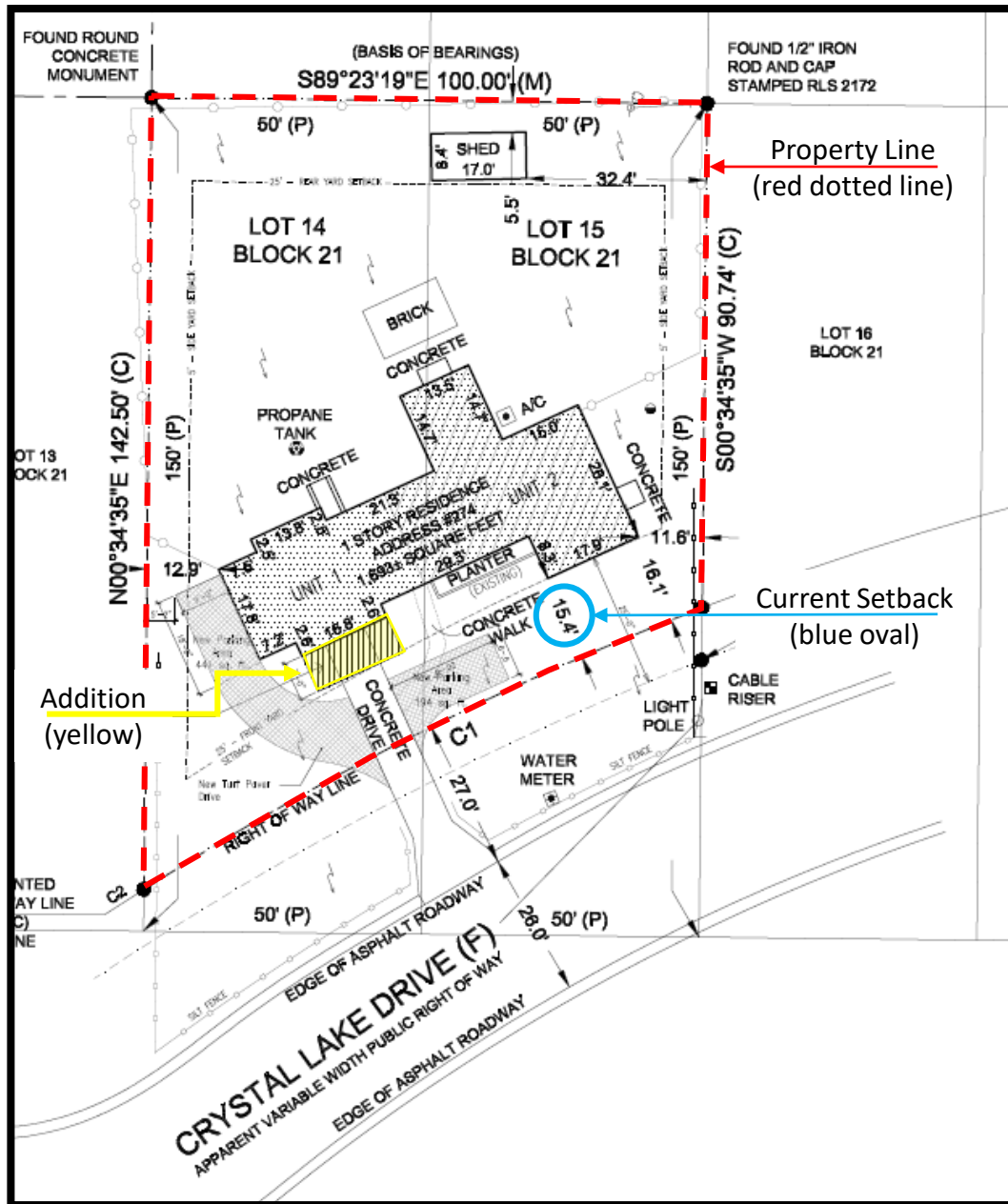
Right view

03 29 2023

274 Crystal Lake Dr.



274 Crystal Lake Dr.



The applicant is requesting a variance for a front yard setback to construct an addition to an existing home. The current setback is 15.4 feet from the right-of-way line. The applicant is requesting to place the front plane of the addition in-line with the existing structure and maintain the 15.4 foot setback.

274 Crystal Lake Dr.



274 Crystal Lake Drive -- Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners of negatively impact the standard of living of the citizens of the city;
Applicant response: *This variance will have zero impact on any of our citizens of Clermont.*

Staff comments: *The variance request to allow the front-yard setback less than the minimum 25-foot required setback for the construction of the addition may negatively impact the adjacent property owner. However, the addition would not intrude more into the current front building setback line any more than the existing home.*

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: *My next door neighbor’s house is out further than mine. I will only stay within the footprint of the house as exists.*

Staff comments: *The variance request is not out of character with other properties in this zoning district in this area. This area consists of many older homes on a variety of lot configurations. The variance would allow the applicant reasonable use of the property.*

Positive finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: *No, we will remain within the footprint of the existing home.*

Staff comments: *The requested variance to the land development code will not further any legitimate city objective and granting the variance would outweigh the benefits over if it was denied.*

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;

Applicant response: *If the variance is approved, the alterations would not have any effects on property lines.*

Staff comments: *The variance request is consistent with the comprehensive plan goals, objectives and policies for single family residential.*

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *We are asking to bump garage out 6 feet to mimic opposite side of the house, staying within the footprint.*

Staff comments: *The requested variance is the minimum allowed for reasonable use of the land to construct the addition. The addition would not intrude more into the existing front building setback line and would provide a symmetrical look to the front of the home. The home would still be approximately 42 feet from the edge of payment.*

Positive finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on all Review Criteria and Findings requirements for granting a variance. Staff has reviewed the application as presented and finds the application meets four of the five criteria on a positive finding. Therefore, staff recommends denial of the variance request to the Land Development Code.



CITY OF CLERMONT
VARIANCE
APPLICATION

DATE 03/03/23		FEE: \$ 300	
Project Name (if applicable) CRYSTAL LAKE DR			
Applicant MICHAEL R. GOMEZ			
Contact Person MICHAEL R. GOMEZ			
Address 274 Crystal Lake Dr		City CLERMONT	State FLA Zip 34711
Telephone 407 414-4483		Fax	
Email MRGOMEZ22@YAHOO.COM			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name MICHAEL R GOMEZ			
Owner Address 2520 Greenwood Dr		City KISSIMMEE	State FL Zip 34744
Telephone 407-414-4483		Email MRGOMEZ22@YAHOO.COM	
PROPERTY INFORMATION			
Address of Subject Property 274 Crystal Lake Dr		City CLERMONT	State FL Zip 34711
General Location EAST Ave to OSCEOLA Ave To CRYSTAL LAKE DR			
Legal Description & Alternate Key (include copy of survey) CLERMONT LOTS 14, 15 BLK 21 PB 8 PG 17 ORB 6060 PG 2197			
Land Use (City verification required) Single Family			
Zoning (City verification required) R2 Medium Density Residential			



CITY OF CLERMONT VARIANCE APPLICATION

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief: **The current 25 FT Setback at front of property falls inside of living room and doesn't allow for any improvements to front of property.**
What are you proposing to do that would require a variance and why? **Extending Garage forward to match existing house and build Deck inside of footprint of existing home**
How does the Code create a hardship?

The following justifications must be completed for any variance requested:

Variance requested – subject and code section: **AS the house sits now, it doesn't conform to current setback which does not allow for any new additions, decks ect...**
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) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

THIS VARIANCE will have ZERO IMPACT ON ANY OF our citizens of Clermont

- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

My next door neighbor's house is out further than mine. I will only stay within the footprint of house as exist.

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

NO!! we will remain within the footprint of existing home



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and

IF VARIANCE IS APPROVED, THE ALTERATIONS
WOULD NOT HAVE ANY EFFECTS ON PROPERTY LINES

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

WE ARE ASKING TO BUMP GARAGE OUT 6' FT TO
MIMIC OPPOSITE SIDE OF HOUSE.
STAYING WITHIN FOOTPRINT.

Michael R. Gomez
Applicant Name (print)

x 
Applicant Name (signature)

Michael R. 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 34712-0219
(352) 394-4083 Fax: (352) 394 3542

PROPERTY RECORD CARD

General Information

Name:	GOMEZ MICHAEL R	Alternate Key:	1611709
Mailing Address:	2520 GREENWOOD DR KISSIMMEE, FL 34744 Update Mailing Address	Parcel Number:	24-22-25-0100-021-01400
		Millage Group and City:	000C Clermont
		2022 Total Certified Millage Rate:	17.4048
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	274 CRYSTAL LAKE DR CLERMONT FL, 34711	Property Name:	Submit Property Name
		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	CLERMONT LOTS 14, 15, BLK 21 PB 8 PG 17 ORB 6060 PG 2197		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

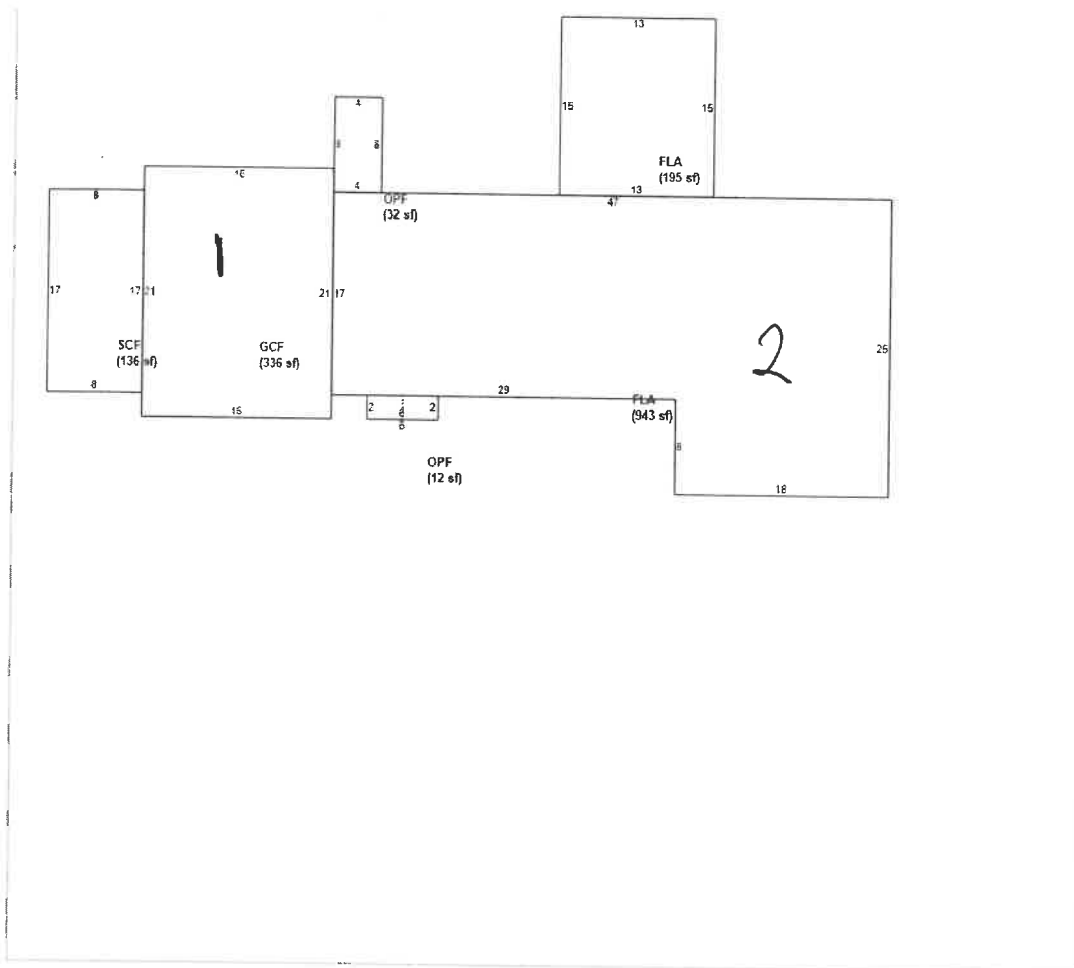
Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SINGLE FAMILY (0100)	0	0		2.000	Lot	\$0.00		\$60,000.00

[Click here for Zoning Info](#) [FEMA Flood Map](#)

Residential Building(s)

Building 1

Residential	Building Value: \$123,370.00		
Summary			
Year Built: 1951	Total Living Area: 1138	Central A/C: Yes	Attached Garage: Yes
Bedrooms: 3	Full Bathrooms: 1	Half Bathrooms: 0	Fireplaces: 0
Incorrect Bedroom, Bath, or other information?			
Section(s)			
Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	Stucco/Brick (03)	1.00	1138
GARAGE FINISHED STONE (GCF)		1.00	336
OPEN PORCH FINISHED (OPF)		1.00	44
UTILITY STORAGE FINISHED STONE (SCF)		1.00	136
View Larger / Print / Save			



Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	UTILITY BLDG FINISHED (UBF2)	128	SF	2017	\$792.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6059 / 2423	11/2022	Warranty Deed	Qualified	Improved	\$220,000.00
6060 / 2197	11/2022	Warranty Deed	Qualified	Improved	\$224,900.00
3865 / 1238	12/2009	Quit Claim Deed	Unqualified	Improved	\$100.00
3828 / 345	10/2009	Quit Claim Deed	Unqualified	Improved	\$100.00
1513 / 2072	04/1997	Misc Deed/Document	Unqualified	Improved	\$0.00
1218 / 1271	04/1993	Personal Rep Deed	Qualified	Improved	\$57,000.00
626 / 989	01/1977	Misc Deed/Document	Qualified	Improved	\$30,000.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 WORKING VALUES that are subject to change until certified.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$184,162	\$184,162	\$184,162	5.0364	\$927.51

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	03/24/2023
Order Number:	8620802
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	41.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	04/04/2023 - 04/04/2023	Govt Public Notices
LEE dailycommercial.com	1	04/04/2023 - 04/04/2023	Govt Public Notices

Total Order Confirmation	\$74.78
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing on Tuesday, April 11, 2023 at 6:30 PM for the following variance: to allow for a front yard setback of 15 feet rather than 25 feet, as required by the Land Development Code, Section 122-146, at the following location:

LOCATION:

274 Crystal Lake Drive
(AK 1611709)

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

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont FL.

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. 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 Howe, MMC
City Clerk

Daily Commercial
April 4, 2022

#8620802 4/4/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, April 11, 2023	
Agenda Item Name	
Variance Request <i>Clermont West</i>	
Requested Action	
Denial of requested variance.	
Staff Report	
The applicant is requesting the following four (4) variances to the Land Development Codes: 1. Section 102-15(a)(1)(a)(3) – Number of ground signs for Single Occupancy commercial sites: (Staff can not support the request for a variance) 2. Section 118-37(d)(1) – Perimeter Landscape buffers between abutting properties (max. grade): (Staff can support the requested variance) 3. Section 118-37(e)(1) – Buffers adjacent to right-of-way for non-residential uses: (Staff can support this request for a variance) 4. Section 122-226(1) – Front Building Setback: (Staff can support the request for a variance) The vacant 7.09 acre parcel is located on State Road 50, west of Sandhill View Boulevard, the property zoning is C-2 General Commercial and the Future Land Use designation is Commercial. The applicant is proposing development of several restaurants and other commercial uses for the site. The following variances are requested: (1) to allow for a single property to have three ground signs instead of the required one ground sign per parcel. (2) The request to allow grades within the landscape buffer up to 25% maximum instead of the 10% percent maximum grade permitted for Section 118-37. (3) Requesting a perimeter landscape buffer reduction from 20 feet to 10 feet wide along State Road 50, for the portion of property located behind the FDOT pond and drainage facility and (4) reduction of the front yard building setback from 50 feet to 10 feet for the portion of the property located behind the FDOT pond. The existing property conditions may provide some development constraints that could be considered a hardship for the proposed project. Staff can support three of the four requested variances. Staff cannot support the variance to allow for the number of ground signs to exceed the maximum permitted. The code allows one ground sign per parcel for each primary street frontage. The applicant is requesting a total of three (3) ground signs, which would allow for two (2) additional ground signs to be located on State Road 50. The proposed project is consistent with the intent of the Comprehensive Plan goals, objective and policies for commercial development. The project will be required to comply with all other Land Development Codes for construction. <u>STAFF RECOMMENDATION:</u> Staff has reviewed the variance application as submitted and finds due to existing site conditions a hardship may exist that may render the parcel incapable of reasonable use. Therefore, staff can support three of the requested variances as indicated in this staff report. However, staff does not support the request to allow the number of ground signs to exceed the maximum allowed by the code. Although the property will have multiple buildings and uses, the code does allow a multi-tenant ground sign that can provide signage for each use on the property. In addition, each building will also be allowed a primary wall sign that complies with the Land Development Regulations. Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding	

on all of the five review criteria. Therefore, staff recommends denial of the variance request to allow the number of ground signs to exceed the maximum allowed by the code, Chapter 102-Signs.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	New 86-174 Review Criteria- Clermont West-VAR	New 86-174 Review Criteria- Clermont West-VAR.pdf
2.	Location Map (2)	Location Map (2).pdf
3.	Clermont West - Overall Site Plan	Clermont West - Overall Site Plan.pdf
4.	2023-03-09 Variance Justification Letter	2023-03-09 Variance Justification Letter.pdf
5.	CLW_City_Variance Application_01-31-23 (EQX EXEC)	CLW_City_Variance Application_01-31-23 (EQX EXEC).pdf
6.	Legal ad - West Variance	Legal ad - West Variance.pdf

Clermont West - Variance

The requirements for a variance are as follows:

City Zoning Ordinance (LDC Section) from which you are requesting a variance:

1. Section 102-15(a)(1)(a)(3) – Number of ground signs for Single Occupancy commercial sites
2. Section 118-37(d)(1) – Perimeter Landscape buffers between abutting properties (max. grade)
3. Section 118-37(e)(1) – Buffers adjacent to right-of-way for non-residential uses
4. Section 122-226(1) – Front Building Setback

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

Applicant response: Granting of the internal buffering variance request will allow an Integrated parking and shared driveway solution that promotes a cohesive commercial development. All variance requests will not diminish property values or essential character of the surrounding area as this entire corridor is heavily commercialized. Allowing multiple ground signs will increase the pool of potential future tenants for this property ensuring a more consistent occupancy rate throughout the life of the development.

Staff comments: The City Code Section 86-174 requires variances be granted for a hardship that would render a parcel incapable of reasonable use, the subject property does not meet that requirement. The property is vacant and the applicant has the ability to redesign the project to comply with the required land development codes. The request for two additional ground signs would set a precedence and be out of charter with adjacent properties that are in compliance to the current sign code.

Negative Finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;

Applicant response: *The proposed development is consistent with the commercial corridor along SR 50. The variance requested is the minimum necessary to make reasonable use of the property.* Property was acquired from the FDOT has recommended that the development have shared access driveways in order to reduce the number of driveway(s) exiting onto SR-50. The subject property has limited access to the SR-50 that would make it impractical to subdivide in the traditional methods dictated by City Code. Therefore, to facilitate access and permitting requirements, shared driveways on the property lines are proposed. Request for 0-ft internal landscape buffer will promote shared driveways between tenants.

Staff comments: The requested variances to the code will not allow reasonable use of the land, the property is vacant, therefore may be designed to comply with the Land Development Codes.

Negative Finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: The requested variances will continue to satisfy the intent of the land Development code. Granting the requested variances would result in a more favorable site for tenants lessening the chance of building vacancy for the life of the development. In addition, zero lot lines would promote a shared driveway along SR 50 and prevent a disjointed development. The requested variance would improve the functionality of the proposed commercial development and cohesiveness with the adjacent commercial developments.

Staff comments: *The requested variances to the code will not further any city objective.*

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan:

Applicant response: The applicant believes that the requested variances would result in a development that is consistent with the adjacent commercial developments and with the City's comprehensive plan.

Staff response: *The requested variances will not be in conflict to the Comprehensive Plan goals, objectives and policies for commercial development.*

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: Based on site economics, development potential of the property, required infrastructure and constraints from existing land use, the variances requested are the minimum necessary to make possible the reasonable use of the land.

Staff comments: *The variance request is not the minimum allowed to make reasonable use of the vacant parcel. The vacant property may be designed in a manner that complies with the code. The request for (3) three ground signs is out of character with other properties and may be considered excessive for the parcel. Other similar properties have been granted one (1) multi-tenant sign that encompasses the entire site.*

Negative Finding

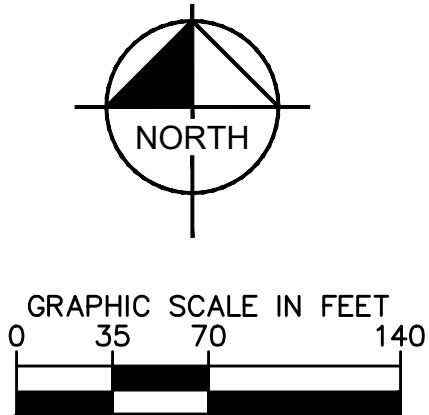
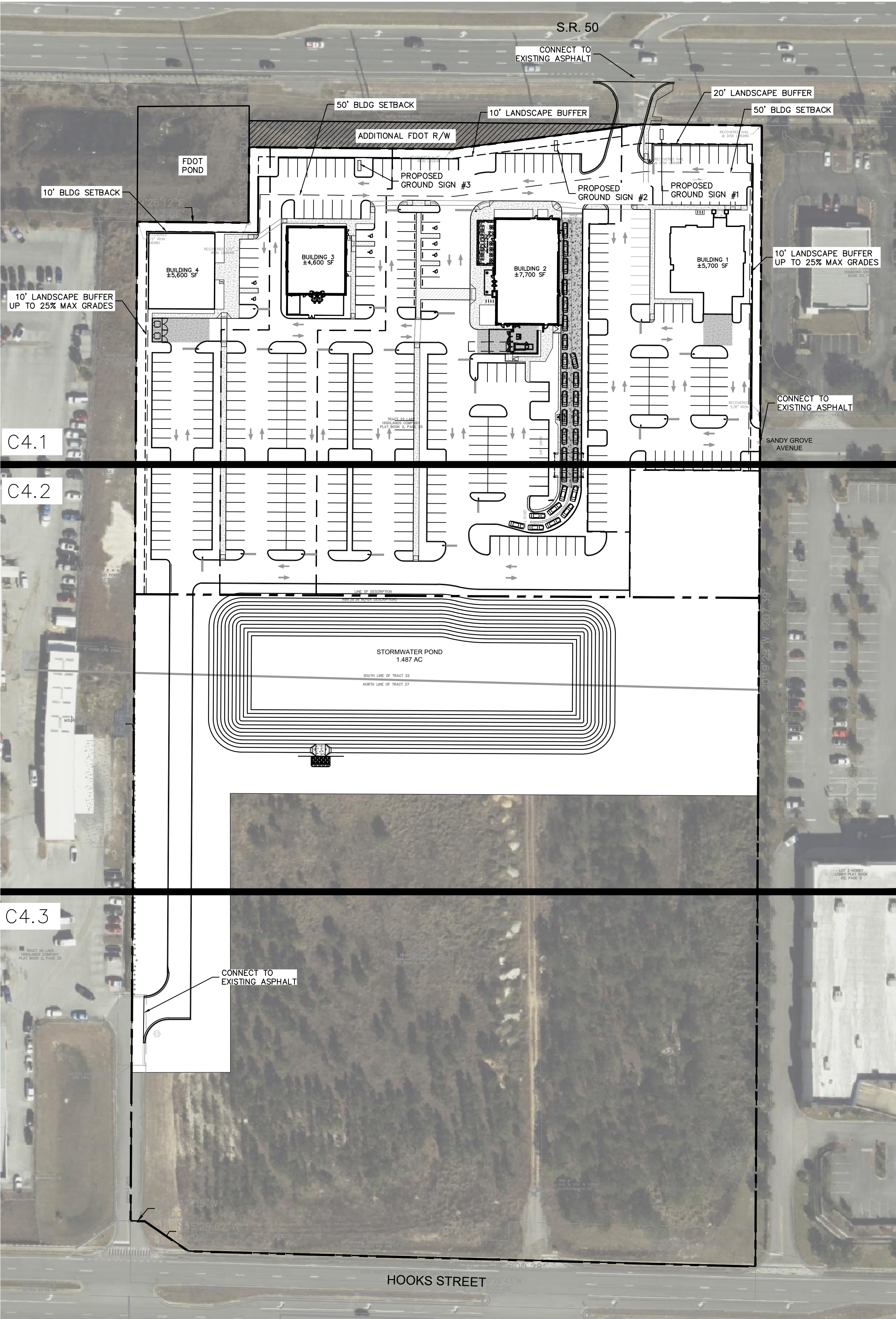
STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance. Staff has reviewed this application as submitted, and based on the provisions of the Review Criteria and Findings, the application does not meet a positive finding. Therefore, staff recommends **denial** of the variance request to allow three (3) ground signs per primary street frontage instead of the required one (1) ground sign per street frontage. City Staff can support the requested variances 3, 4, and 5 due to existing site constraints and conditions on the vacant property.

LOCATION MAP



**Subject Property
Outlined in Yellow**

Plotted By: Lopez, Juan. Sheet Set: CLERMONT WEST. Layout: C4.0 OVERALL SITE PLAN. February 15, 2023. 01:14:17pm. K:\ORL_Civil\149170021-Clermont West\CADD\CONSTRUCTION\PlanSheets\C4.0 OVERALL SITE PLAN EXHIBIT.dwg. This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SITE DATA	
TOTAL AREA:	7.09 ACRES
EXISTING ZONING:	C-2 (GENERAL COMMERCIAL DISTRICT)
FUTURE LAND USE:	COMMERCIAL
EXISTING LOT USE:	VACANT / UNDEVELOPED
PROPOSED LOT USE:	COMMERCIAL
PROPOSED BUILDING AREA:	23,600 SF

F.A.R. CALCULATION:	
MAX FAR:	0.30
PROPOSED FAR:	0.05
BUILDING CRITERIA:	
MAX BUILDING HEIGHT:	55 FT

OVERALL IMPERVIOUS AREA:	
BUILDING AREA:	0.54 AC
PAVEMENT/CONCRETE AREA:	4.86 AC
TOTAL IMPERVIOUS AREA:	5.40 AC (76.16 %)

OPEN SPACE:	
PERVIOUS GREEN AREA:	1.85 AC (26.00 %)

BUILDING SETBACKS		
NORTH PROPERTY LINE	REQUIRED 50 FT	PROPOSED 50 FT
EAST PROPERTY LINE	12 FT	12 FT
SOUTH PROPERTY LINE	25 FT	25 FT
WEST PROPERTY LINE	12 FT	12 FT

LANDSCAPE BUFFERS		
NORTH PROPERTY LINE (BUILDING 1)	REQUIRED 20 FT MIN.	PROPOSED 20 FT TYP.
*NORTH PROPERTY LINE (BUILDING 2,3&4)	10 FT MIN.	10 FT TYP.
EAST PROPERTY LINE	10 FT MIN.	10 FT TYP.
SOUTH PROPERTY LINE	10 FT MIN.	10 FT TYP.
WEST PROPERTY LINE	10 FT MIN.	10 FT TYP.

PHASING
CLERMONT WEST SITE WORK WILL BE COMPLETED IN ONE (1) SINGLE PHASE.

STORMWATER MANAGEMENT
STORMWATER RUNOFF FROM THE PROPOSED PROJECT WILL BE MANAGED BY AN OFF-LINE, DRY RETENTION POND TO PROVIDE ADEQUATE WATER TREATMENT AND ATTENUATION VOLUMES. THE PROPOSED STORMWATER SYSTEM HAS BEEN DESIGNED TO MEET OR EXCEED ALL THE REQUIREMENTS OF ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT (SJRWD), THE CITY OF CLERMONT, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).

LEGEND	
	PROPERTY LINE
	LEASING LINE
	BUILDING SETBACKS
	LANDSCAPE BUFFER
	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONCRETE SIDEWALK
	PARKING COUNT

- GENERAL NOTES:**
- ALL CONSTRUCTION DETAILS ARE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFICATION DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS.
 - SEE SHEET C7.0-C7.1 FOR DRAINAGE AND GRADING DETAILS.
 - SEE SHEETS C8.0-C8.1 FOR WATER AND SEWER DETAILS.
 - DEVELOPMENT OF THE SUBJECT PROPERTY SHALL COMPLY WITH ALL STATE AND FEDERAL REGULATIONS REGARDING WILDLIFE AND PLANTS LISTED AS IMPERILED SPECIES (ENDANGERED, THREATENED, OR SPECIES OF SPECIAL CONCERN). THE APPLICANT IS RESPONSIBLE TO DETERMINE THE PRESENCE OF THESE CONCERN AND TO VERIFY AND OBTAIN, IF NECESSARY, ANY REQUIRED HABITAT PERMITTING OF THE U.S. FISH AND WILDLIFE SERVICE (USFWS) AND THE FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION (FWC).
 - HANDICAP (HC) RAMPS MUST BE CONSTRUCTED AT THE INTERSECTIONS AND DRIVEWAY CONNECTIONS TO COMPLY WITH AMERICANS WITH DISABILITY ACT (ADA) AND WILL MEET FDOT DESIGN STANDARDS AT THE INTERSECTION OF SR 600 US HWY 17/92.
 - ALL SIGNAGE AND STRIPING TO BE INSTALLED IN ACCORDANCE WITH MUTCD (LATEST EDITION) STANDARDS AND SPECIFICATIONS.
 - ALL PAVEMENTS MARKINGS WITHIN THE ROW SHALL BE THERMOPLASTIC AND MUST COMPLY WITH FDOT INDEX 711-001.
 - ALL CURB RAMPS AND SIDEWALKS AT PROJECT ENTRANCES WILL BE FDOT AND ADA COMPLIANT, WHERE REQUIRED.
 - SIDEWALK CURB RAMPS WILL BE DESIGNED AS DIRECTIONAL PER FDOT STANDARD PLANS INDEX 522-002.
 - SIDEWALKS TO BE CONSTRUCTED PER ADA AND CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS.
 - CONSTRUCTION OF DUMPSTER ENCLOSURE MUST BE COMPLETED PRIOR TO FINAL ACCEPTANCE OF THIS PROJECT.
 - ALL AFFECTED SIDEWALKS, RAMPS, AND CROSSWALKS, SHALL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
 - THE DESIGNATED HOA ENTITY FOR THE PROJECT SITE SHALL BE RESPONSIBLE FOR ENFORCING NO PARKING ALONG ROADWAYS MARKED WITH SIGNAGE.
 - ALL DIMENSIONS ARE FROM FACE OF CURB UNLESS NOTED OTHERWISE.
 - ALL CURB RADII ARE EITHER 3' OR 15' UNLESS NOTED OTHERWISE.

BUILDING 1		
AUTOMOBILE PARKING REQUIRED		
1 SPACE PER 4 SEATES (including outdoor seating)	SEATS 184	SPACES 46
TOTAL PARKING SPACES REQUIRED	-	46
BICYCLE PARKING SPACE REQUIRED		
EQUAL TO FIVE PERCENT, ROUNDED UP, OF THE FIRST 100 AUTOMOBILE PARKING SPACES	AUTOMOBILE PARKING 97	BICYCLE PARKING 5
TOTAL PARKING SPACES REQUIRED	-	5
PROVIDED PARKING		
BUILDING 1	PROPOSED SPACES	
STANDARD SPACES	95	
HANDICAP ACCESSIBLE SPACES	2	
AUTOMOBILE PARKING SPACES PROVIDED	97	
BICYCLE PARKING SPACES PROVIDED	5	

BUILDING 2		
AUTOMOBILE PARKING REQUIRED		
1 SPACE PER 4 SEATES (including outdoor seating)	SEATS 218	SPACES 55
TOTAL PARKING SPACES REQUIRED	-	55
BICYCLE PARKING SPACE REQUIRED		
EQUAL TO FIVE PERCENT, ROUNDED UP, OF THE FIRST 100 AUTOMOBILE PARKING SPACES	AUTOMOBILE PARKING 149	BICYCLE PARKING 7
TOTAL PARKING SPACES REQUIRED	-	7
PROVIDED PARKING		
BUILDING 2	PROPOSED SPACES	
STANDARD SPACES	145	
HANDICAP ACCESSIBLE SPACES	4	
AUTOMOBILE PARKING SPACES PROVIDED	149	
BICYCLE PARKING SPACES PROVIDED	7	

BUILDING 3		
AUTOMOBILE PARKING REQUIRED		
1 SPACE PER 4 SEATES (including outdoor seating)	SEATS 125	SPACES 31
TOTAL PARKING SPACES REQUIRED	-	31
BICYCLE PARKING SPACE REQUIRED		
EQUAL TO FIVE PERCENT, ROUNDED UP, OF THE FIRST 100 AUTOMOBILE PARKING SPACES	AUTOMOBILE PARKING 81	BICYCLE PARKING 4
TOTAL PARKING SPACES REQUIRED	-	4
PROVIDED PARKING		
BUILDING 3	PROPOSED SPACES	
STANDARD SPACES	79	
HANDICAP ACCESSIBLE SPACES	2	
AUTOMOBILE PARKING SPACES PROVIDED	81	
BICYCLE PARKING SPACES PROVIDED	4	

BUILDING 4		
AUTOMOBILE PARKING REQUIRED		
1 SPACE PER 333 SQUARE FEET OF FLOOR SPACE	SQUARE FEET 5,600	SPACES 17
TOTAL PARKING SPACES REQUIRED	-	17
BICYCLE PARKING SPACE REQUIRED		
EQUAL TO FIVE PERCENT, ROUNDED UP, OF THE FIRST 100 AUTOMOBILE PARKING SPACES	AUTOMOBILE PARKING 45	BICYCLE PARKING 2
TOTAL PARKING SPACES REQUIRED	-	2
PROVIDED PARKING		
BUILDING 4	PROPOSED SPACES	
STANDARD SPACES	43	
HANDICAP ACCESSIBLE SPACES	2	
AUTOMOBILE PARKING SPACES PROVIDED	45	
BICYCLE PARKING SPACES PROVIDED	2	

CALL 48 HOURS
BEFORE YOU DIG

811

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FLORIDA

CITY OF CLERMONT

OVERALL SITE PLAN

OVERALL SITE PLAN

Kimley»Horn

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189 S. ORANGE AVENUE, SUITE 1000, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER
N. SITLER
CORPORATE
STATE OF FLORIDA
PROFESSIONAL NUMBER 129980

KHA PROJECT
149170021
DATE
1/31/2023
SCALE AS SHOWN
DESIGNED BY CS
DRAWN BY JL
CHECKED BY RC
DATE

REVISIONS

NO. DATE BY

SHEET NUMBER

C4.0

Variance Justification

City Zoning Ordinance (LDC Section) from which you are requesting relief:

1. Section 102-15(a)(1)(a)(3) – Number of ground signs for Single Occupancy commercial sites
2. Section 118-37(d)(1) – Perimeter Landscape buffers between abutting properties (width)
3. Section 118-37(d)(1) – Perimeter Landscape buffers between abutting properties (max. grade)
4. Section 118-37(e)(1) – Buffers adjacent to right-of-way for non-residential uses
5. Section 122-226(1) – Front Building Setback

Variance requested – subject and code section:

1. Code Section 102-15(a)(1)(a)(3) - *Commercial districts/Single occupancy commercial, office, and industrial sites, including out parcels.* “One ground sign per parcel for each primary street frontage shall be permitted.”

Variance request: Allow for three (3) ground signs for proposed users.

2. Code Section 118-37(d)(1) – *Perimeter landscape buffer between abutting properties, Minimum width.* “A minimum ten-foot wide landscape buffer shall be provided between abutting property boundaries. Said buffer shall be measured perpendicular to the abutting property boundary and shall consist of a maximum ten percent grade.”

Variance request: Allow a zero-foot (0-ft) landscape buffer along internal/abutting property (out-parcel) lines (for property lines between Buildings 1, 2, 3, and 4). Additionally, allow grades within the landscape buffer up to 25% maximum.

3. Code Section 118-37(e)(1) – *Buffers adjacent to right-of-way for non-residential uses, Minimum Width:* “A minimum 20-foot wide landscape buffer shall be required along arterial and collector roads...”

Variance request: Allow a 10-ft wide landscape buffer for the portion of subject property located behind the FDOT pond and drainage facility (portion of property west of SR-50 access driveway), which was dedicated for SR-50 right-of-way. However, a 20-ft landscape buffer along SR-50 will be provided on the eastern portion of the property (east of SR-50 access driveway).

4. Code Section 122-226(1) - *Front yard.* Property adjacent to Hartwood Marsh Road, SR 50 and U.S. 27 shall maintain a 50-foot setback. The setback on all other streets shall be 25 feet.

Variance request: Allow a 10-ft front yard setback for the portion of the project located directly behind the FDOT pond (northwest corner of the property). However, a 50-ft front yard setback will be provided along the remainder of the property’s frontage.

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

The applicant is proposing to improve the vacant, undeveloped subject property with the construction of a multi-use commercial development to provide restaurants and services to the local community. The

applicant wishes to provide a development that appears common and cohesive, rather than appearing stand-alone and separate. Due to physical constraints of the project boundary from an FDOT pond and abnormal site conditions from the project site's history, variances are being requested to provide a more cohesive development along the City's commercial corridor.

How does the Code create a hardship?

The application of the Code would create hardships due to site constraints resulting from its application. The requirement for landscape buffers for each internal out-parcel line would impact the usable area and viability of the property. Zero foot (0-ft) internal landscape buffers will allow for shared driveway use, which by reducing excessive traffic thoroughfares will improve site safety (vehicular and pedestrian). Shared driveways will also promote a more efficient use of the pavement areas by replacing additional drive aisles with parking spaces. The additional parking spaces will also add intermittent landscape islands to help mitigate Urban Heat Island Effect. Additionally, there are steep elevation changes along the east and west property boundaries from the project site historically serving as a borrow pit for construction materials that fall within the landscape buffers. The maximum grade requirement of 10% within the landscape buffers will increase wall heights making it more difficult to plant landscaping around the retaining wall components.

The front property line has an unusual layout due to the FDOT drainage pond at the northwest property corner making the setbacks and buffers uncharacteristic for this commercial corridor. The parcel boundaries along the property frontage and in the northwest corner results in landscape buffers and building setbacks that would cause the project to not appear cohesive with other users within the development nor adjacent developments along SR 50.

Limiting the project signage to one sign per frontage will limit the selection of proposed tenants willing to accept shared signage for the project in the future. All users will act independently and are intended to be designed for a future lot split if requested by a future tenant, thus presenting the need for individual ground signage at that time.

Sec. 86-174: Review criteria and findings

1. Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

Applicant response: Granting of the internal buffering variance request will allow an integrated parking and shared driveway solution that promotes a cohesive commercial development. All variance requests will not diminish property values or essential character of the surrounding area as this entire corridor is heavily commercialized. Allowing multiple ground signs will increase the pool of potential future tenants for this property ensuring a more consistent occupancy rate throughout the life of the development.

2. The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

Applicant response: The proposed development is consistent with the commercial corridor along SR 50. The variance requested is the minimum necessary to make possible the reasonable use of the land.

FDOT has recommended that the development have shared access driveways in order to reduce the number of driveway(s) exiting onto SR-50. The subject property has limited access to the SR-50 that would make it impractical to subdivide in the traditional methods dictated by City Code. Therefore, to facilitate access and permitting requirements, shared driveways on the property lines are proposed. Request for 0-ft internal landscape buffer will promote shared driveways between tenants.

Along the frontage of the property on SR-50 right-of-way, an FDOT stormwater pond and drainage swale exists which, through right-of-way dedication, has offset the property frontage approximately 25-ft from the original right-of-way. With this, site visibility is impacted due to the offset. Additionally, with the 25-ft of FDOT land, a 'quasi' 25-ft landscape buffer is already provided between the SR-50 sidewalk and subject property line.

Additionally, the project site was historically used as a borrow pit for selling sand for construction materials which has caused a drastic elevation difference between the adjacent properties. The 25% grading slopes are the highest grade possible to overcome existing elevation differences while also establishing landscaping within the buffer areas.

3. In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

Applicant response: The requested variances will continue to satisfy the intent of the land development code. Granting the requested variances would result in a more favorable site for tenants lessening the chance of building vacancy for the life of the development. In addition, zero lot lines would promote a shared driveway along SR 50 and prevent a disjointed development. The requested variance would improve the functionality of the proposed commercial development and cohesiveness with the adjacent commercial developments.

4. The granting of the variance is consistent with the city's comprehensive plan; and

Applicant response: The applicant believes that the requested variances would result in a development that is consistent with the adjacent commercial developments and with the city's comprehensive plan.

5. The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

Applicant response: Based on site economics, development potential of the property, required infrastructure and constraints from existing land use, the variances requested are the minimum necessary to make possible the reasonable use of the land.



CITY OF CLERMONT VARIANCE FILING INSTRUCTIONS

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.

APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

Notification of Public Hearing

All variance requests shall be considered at public hearings, which shall be noticed as follows:

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time, and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

Conditions of Approval and Denial

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Services Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of one (1) year.



CITY OF CLERMONT **VARIANCE** FILING INSTRUCTIONS

Check List

The following information shall be provided:

- ☐ Proof of ownership (i.e. Lake County Property record card, tax receipt, or deed.)
- ☐ Legal description of the property – may be on information above.
- ☐ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on the Variance).
- ☐ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant's best interest to submit the application with those five (5) items in mind to justify the variance request.
- ☐ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.
- ☐ The original application and all supplemental materials. All materials can be submitted in PDF format on a CD or via email to planning@clermontfl.org
- ☐ Fee: \$300.⁰⁰ plus advertisement for existing single-family residential.
\$600.⁰⁰ plus advertisement for all others.

City of Clermont

Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542



CITY OF CLERMONT VARIANCE APPLICATION

DATE Jan 31, 2023		FEE: \$600.00	
Project Name (if applicable) Clermont West			
Applicant Clermont West Investors, LLC			
Contact Person Ryan Stahl			
Address 630 S. Maitland Avenue, Suite 100		City Maitland	State Florida Zip 32751
Telephone 407-628-0077		Fax	
Email rstahl@equinox-development.com			
OWNER INFORMATION ☐ (Check box if information is same as Applicant)			
Owner's Name Rocky Mount Development Co., Inc.			
Owner Address 735 Almond Street Suite A		City Clermont	State Florida Zip 34711
Telephone 407-342-7999		Email kate@nsbrealtyteam.com	
PROPERTY INFORMATION			
Address of Subject Property 13322 State Road 50; Hooks St. (unassigned)		City Clermont	State FL Zip 34711
General Location South of SR 50, east of Grand Hwy, west of Sandhill View Blvd, and north of Hooks St.			
Legal Description & Alternate Key (include copy of survey) PER LAKE COUNTY PROPERTY APPRAISER: CLERMONT, LAKE HIGHLANDS 29-22-26 BEG AT E LINE OF TRACT 22 THAT IS S LINE OF FDOT R/W, RUN S ALONG E LINE 500 FT, N 89-39-36 W TO W BOUNDARY OF SAID TRACT 22, N TO FDOT R/W, E ALONG SAID S'LY FDOT R/W TO POB, BEING PART OF TRACT 22 PB 2 PG 25 ORB 860 PG 1354 ORB 1004 PG 270 & LAKE HIGHLANDS 29-22-26 TRACTS 22 & 27--LESS BEG AT E LINE OF TRACT 22 & S LINE OF FDOT R/W, RUN S ALONG E LINE 500 FT, N 89-39-36 W TO W BOUNDARY OF SAID TRACT 22, N TO FDOT R/W, E'LY ALONG SAID S'LY FDOT R/W TO POB--BEING PART OF TRACT 22 & 27 PB 2 PG 25 ORB 860 PG 1354 ORB 1004 PG 270 Alternate Key #'s: 1017629 & 1103916			
Land Use (City verification required) COMMERCIAL			
Zoning (City verification required) C-2 GENERAL COMMERCIAL DISTRICT			



CITY OF CLERMONT VARIANCE APPLICATION

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Please see attached sheet.

What are you proposing to do that would require a variance and why?
Please see attached sheet.

How does the Code create a hardship?
Please see attached sheet.

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) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Please see attached sheet.
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
Please see attached sheet.
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
Please see attached sheet.



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and
Please see attached sheet.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.
Please see attached sheet.

Ryan P. Stahl

Applicant Name (print)

Owner Name (print)

x

Applicant Name (*signature*)

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 34712-0219
(352) 394-4083 Fax: (352) 394 3542



ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

Hardship relief. A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

- (b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered?
- (1) Requests for variances to the adopted comprehensive plan.
 - (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
 - (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.
- (c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

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

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.



Sec. 86-174. Review criteria and findings.

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

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;
- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

(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, 9-28-9)

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	03/24/2023
Order Number:	8619975
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	46.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	04/04/2023 - 04/04/2023	Govt Public Notices
LEE dailycommercial.com	1	04/04/2023 - 04/04/2023	Govt Public Notices

Total Order Confirmation	\$82.68
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request at a public hearing on Tuesday, April 11, 2023 at 6:30 PM for the following Variances: To allow for five (5) variances to the Land Development Codes, which includes landscape buffers, front building setbacks, and signs for the development of a commercial site; Section 122-225, Chapter 118-Vegetation, and Chapter 102-Signs, at the following location:

LOCATION:

Vacant parcel located on SR 50,
West of Sandhill View Blvd.
(Alternate Key 1017629)

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

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

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. 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 Howe, MMC
City Clerk
Daily Commercial
8619975 April 4, 2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 11, 2023		
Agenda Item Name		
Ordinance No. 2023-014 <i>Intro Council Terms and Term Limits</i>		
Requested Action		
Recommend approval of the proposed ordinance.		
Staff Report		
The proposed Ordinance provides for a referendum to amend the charter to increase City of Clermont Council Member terms from 2 to 4 years. The term limits would stay as they are at 4 consecutive terms. The final hearing will be held on April 25, 2023. The present members of the city council shall hold their seats for the term of office for which they have been elected. Seats numbered 1, 3 and 5 shall be up for election for a period of 4 years in 2024 and every 4 years thereafter. Seats 2 and 4 shall be up for election for a period of one (1) year in 2025. Seats 2 and 4 shall be up for election for a period of 4 years in 2026 and every 4 years thereafter. Upon adoption by the City Council, the following language will be placed on the November 7, 2023 ballot: Currently, the City Charter provides council members serve two-year terms with a maximum of four consecutive terms. A yes vote for this amendment effective with the elections in November of 2024 and 2026 approves an increase in council terms to four years, with council members elected in November 2025 serving a one-year term and retains the term limit of four consecutive terms. A no vote will reject the amendment.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2023-014 - 2023 Ord Terms (03.31.2023)	Ord 2023-014 - 2023 Ord Terms (03.31.2023).pdf	
2. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-014

AN ORDINANCE AMENDING ARTICLE II, SECTION 6, “THE COUNCIL” OF THE CHARTER LAWS OF THE CITY OF CLERMONT, PROVIDING THAT THE TERM OF OFFICE FOR COUNCIL MEMBERS ELECTED TO SEATS 1, 3 AND 5 IN NOVEMBER 2024 SHALL BE FOUR (4) YEARS; THE TERM OF OFFICE FOR COUNCIL MEMBERS ELECTED TO SEATS 2 AND 4 ELECTED IN 2025 SHALL BE FOR ONE YEAR (1) AND THE TERM OF OFFICE FOR COUNCIL MEMBERS ELECTED TO SEATS 2 AND 4 IN NOVEMBER 2026 SHALL BE FOR FOUR (4) YEARS; PROVIDING THAT A COUNCIL MEMBER SHALL NOT BE ELECTED FOR MORE THAN THREE CONSECUTIVE FOUR-YEAR TERMS; PROVIDING FOR A REFERENDUM ON THIS AMENDMENT; PROVIDING FOR THE TITLE AND EXPLANATORY STATEMENT FOR THE BALLOT FOR THE AMENDMENT; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY AND CONFLICT AND PROVIDING AN EFFECTIVE DATE FOR THE AMENDMENTS.

WHEREAS, the City Charter of the City of Clermont and Section 166.031, Florida Statutes, require a referendum by the electors of the City of Clermont to effect a change to the City Charter; and

WHEREAS, the City Council of the City of Clermont, has determined it is in the best interest of the City of Clermont and its citizens to submit the proposed charter amendment set forth herein for a referendum at the next available general election for approval or disapproval by the electors of the City of Clermont.

NOW, THEREFORE, BE IT ORDAINED by the city council of the city of Clermont, Florida, as follows:

SECTION 1:

Article II, Section 6 “The Council” of the Clermont City Charter is amended to read as follows: (Strikethrough indicates deleted wording and underlined indicates added)

Sec. 6. The Council.

(a) *Composition.* There shall be a City Council composed of five (5) members to be elected by the qualified voters of the city.

(b) *Council seats.* There shall be five (5) council seats numbered 1 to 5 consecutively. Any elector of the city may qualify for any one of the said five (5) seats. The present members of the city council shall hold their seats for the term of office for which they have been elected. Seats numbered 1, 3 and 5 shall be up for election for a period of four (4) years the first Tuesday after the first Monday in November, 2024 and every four years thereafter. ~~1984 (and every even-numbered year thereafter).~~ Seats 2 and 4 shall be up for election for a period of one (1) year the first Tuesday after the first Monday in November, 2025 ~~1985 (and every odd-numbered year thereafter).~~ Seats 2 and 4 shall be up for election for a period of four (4) years the first Tuesday after the first Monday in November 2026 and every four years thereafter. ~~However,~~ Seat number 3 shall henceforth be designated as the Mayor-Councilman's Seat, and the person elected to that seat shall serve as Mayor for his or her applicable two-year term. The Mayor ~~He~~ shall assist in



CITY OF CLERMONT
ORDINANCE NO. 2023-014

developing community policies and work with the Council to develop these policies and interpret them to the public. The Mayor ~~He~~ shall represent the City at official functions, appoint advisory committees, coordinate their work, and maintain contact with other governmental agencies and civic groups.

(c) Term and term limits. Each City Council Member, elected prior to January 1, 2024 shall be elected for a term of two years. Council Members elected in November 2025 shall serve a one (1) year term. Thereafter Council Members shall be elected for four (4) year terms. No person shall be elected to the City Council for more than ~~three~~ four consecutive ~~full four (4) two (2)~~ year terms. Provided, however, that the term limits herein shall not prohibit ~~limit~~ a present council member from ~~being elected to serving~~ four consecutive four (4) two (2) year terms after election in November 2024 or November 2026 ~~the effective date of the amendment~~ or, if previously elected to seat 1, 2, 4 or 5, after his or her election or appointment to seat 3, or prohibit the Council from appointing a person to fill a vacancy on the City Council as set forth in the Charter.

(d) Qualifications. In qualifying for election to the City Council, including Mayor-Council Member, each candidate shall designate the seat for which he or she intends to run. One candidate shall be elected for each seat, but no person shall qualify for more than one seat at any one election. ~~Effective for the election of 2020 for seats 1, 3, and 5 and the election of 2021 for seats 2 and 4,~~ Each candidate shall have been a qualified elector of the city for a minimum uninterrupted period of eighteen (18) months preceding the date of qualification.

SECTION 2:

For purposes of the referendum, the amendments set forth in Section 1 above shall be considered by the ballot language set forth in Sections 3 and 4 and shall be known and identified as follows:

“Charter Amendment 1 - City Council Term and Term Limits”

Upon adoption by a majority of the electors voting in a referendum to be held on November 7, 2023, the adopted amendments shall be incorporated into the Charter by the City Manager and a copy thereof certified by the City Manager shall be filed with the Department of State, at which time the charter revised accordingly by Section 1 shall take effect.

SECTION 3:

The title and explanatory statement of the Ballot for the Referendum on Charter Amendment 1 shall be:

CHARTER AMENDMENT 1
COUNCIL TERM AND TERM LIMITS

Currently, the City Charter provides council members serve two-year terms with a maximum of four consecutive terms. A yes vote for this amendment effective with the elections in November of 2024 and 2026 approves an increase in council terms to four years, with council members elected in November 2025 serving a one-year term and retains the term limit of four consecutive terms. A no vote will reject the amendment.



CITY OF CLERMONT
ORDINANCE NO. 2023-014

SECTION 4: SEVERABILITY

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

SECTION 5: CONFLICT AND REPEAL

Any portion of the City Code, the City Land Development Code or any ordinance or resolution or part thereof in conflict with this ordinance is hereby repealed to the extent of such conflict.

SECTION 6: EFFECTIVE DATE

This Ordinance shall take effect as provided by law upon its final adoption.

FIRST READING ON THE 11TH DAY OF APRIL, 2023

SECOND READING ON THE 25TH DAY OF APRIL, 2023



CITY OF CLERMONT
ORDINANCE NO. 2023-014

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 25th day of April, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	04/03/2023
Order Number:	8661240
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	69.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	04/11/2023 - 04/11/2023	Govt Public Notices
LEE dailycommercial.com	1	04/11/2023 - 04/11/2023	Govt Public Notices

Total Order Confirmation	\$119.02
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, April 25, 2023 at 6:30 PM for the final reading and ordinance adoption.

ORDINANCE NO. 2023-014
AN ORDINANCE AMENDING ARTICLE II, SECTION 6, "THE COUNCIL" OF THE CHARTER LAWS OF THE CITY OF CLERMONT, PROVIDING THAT THE TERM OF OFFICE FOR COUNCIL MEMBERS ELECTED TO SEATS 1, 3 AND 5 IN NOVEMBER 2024 SHALL BE FOUR (4) YEARS; THE TERM OF OFFICE FOR COUNCIL MEMBERS ELECTED TO SEATS 2 AND 4 ELECTED IN 2025 SHALL BE FOR ONE YEAR (1) AND THE TERM OF OFFICE FOR COUNCIL MEMBERS ELECTED TO SEATS 2 AND 4 IN NOVEMBER 2026 SHALL BE FOR FOUR (4) YEARS; PROVIDING THAT A COUNCIL MEMBER SHALL NOT BE ELECTED FOR MORE THAN THREE CONSECUTIVE FOUR-YEAR TERMS; PROVIDING FOR A REFERENDUM ON THIS AMENDMENT; PROVIDING FOR THE TITLE AND EXPLANATORY STATEMENT FOR THE BALLOT FOR THE AMENDMENT; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY AND CONFLICT AND PROVIDING AN EFFECTIVE DATE FOR THE AMENDMENTS.

The public hearings are held at the City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department (City Hall, 1st floor) Monday through Friday, 8 a.m. to 5 p.m.

Please be advised that under state law, any person deciding to appeal a public hearing decision 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 Howe, MMC
City Clerk
Daily Commercial
April 11, 2023, 8661240



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 11, 2023		
Agenda Item Name		
Ordinance No. 2023-015 <i>Intro</i> <i>Executing Legal Instruments</i>		
Requested Action		
Staff Report		
The proposed ordinance is a referendum to amend the city charter. If adopted by the City Council, the proposed language will be placed on the ballot: Currently, the City Charter provides that all legal instruments shall be executed by the mayor. A yes vote for this amendment would provide the mayor or the city manager can execute legal instruments as authorized by the city council. A no vote will reject the amendment.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ord 2023-015 - 2023 legal instruments (03.31.2023)	Ord 2023-015 - 2023 legal instruments (03.31.2023).pdf
2.	Legal AD	Legal AD.pdf



CITY OF CLERMONT
ORDINANCE NO. 2023-015

1 **AN ORDINANCE AMENDING ARTICLE II, SECTION 23.1 “EXECUTING**
2 **LEGAL INSTRUMENTS” OF THE CHARTER LAWS OF THE CITY OF**
3 **CLERMONT, PROVIDING THAT THE CITY MANAGER MAY**
4 **EXECUTE LEGAL INSTRUMENTS AS AUTHORIZED BY THE CITY**
5 **COUNCIL; PROVIDING FOR A REFERENDUM ON THIS**
6 **AMENDMENT; PROVIDING FOR THE TITLE AND EXPLANATORY**
7 **STATEMENT FOR THE BALLOT FOR THE AMENDMENT;**
8 **PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR**
9 **SEVERABILITY AND CONFLICT AND PROVIDING AN EFFECTIVE**
10 **DATE FOR THE AMENDMENTS.**

11 **WHEREAS,** the City Charter of the City of Clermont and Section 166.031, Florida
12 Statutes, require a referendum by the electors of the City of Clermont to effect a change to the
13 City Charter; and

14 **WHEREAS,** the City Council of the City of Clermont, has determined it is in the
15 best interest of the City of Clermont and its citizens to submit the proposed charter
16 amendment set forth herein for a referendum at the next available general election for
17 approval or disapproval by the electors of the City of Clermont.

18 **NOW, THEREFORE, BE IT ORDAINED** by the city council of the city of Clermont, Florida,
19 as follows:

20 **SECTION 1:**

21 Article II, Section 23.1 “Execution of legal instruments” of the Clermont City Charter is amended to
22 read as follows: (Strikethrough indicates deleted wording and underlined indicates added)

23 **Sec. 23.1. Executing legal instruments.**

24 All deeds, leases, easements, contracts, or any other legal instruments authorized by the Council
25 shall be signed by the mayor or the city manager and attested to by the City Clerk.

26 **SECTION 2:**

27 For purposes of the referendum, the amendments set forth in Section 1 above shall be considered by
28 the ballot language set forth in Sections 3 and 4 and shall be known and identified as follows:

29 “Charter Amendment 2 - Executing Legal Instruments”

30 Upon adoption by a majority of the electors voting in a referendum to be held on November 7, 2023,
31 the adopted amendments shall be incorporated into the Charter by the City Manager and a copy
32 thereof certified by the City Manager shall be filed with the Department of State, at which time the
33 charter revised accordingly by Section 1 shall take effect.



CITY OF CLERMONT
ORDINANCE NO. 2023-015

SECTION 3:

The title and explanatory statement of the Ballot for the Referendum on Charter Amendment 2 shall be:

**CHARTER AMENDMENT 2
EXECUTING LEGAL INSTRUMENTS**

Currently, the City Charter provides that all legal instruments shall be executed by the mayor. A yes vote for this amendment would provide the mayor or the city manager can execute legal instruments as authorized by the city council. A no vote will reject the amendment.

SECTION 4: SEVERABILITY

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

SECTION 5: CONFLICT AND REPEAL

Any portion of the City Code, the City Land Development Code or any ordinance or resolution or part thereof in conflict with this ordinance is hereby repealed to the extent of such conflict.

SECTION 6: EFFECTIVE DATE

This Ordinance shall take effect as provided by law upon its final adoption.

FIRST READING ON THE 11TH DAY OF APRIL, 2023

SECOND READING ON THE 25TH DAY OF APRIL, 2023



CITY OF CLERMONT
ORDINANCE NO. 2023-015

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 25th day of April, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	04/03/2023
Order Number:	8661581
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
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Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	04/11/2023 - 04/11/2023	Govt Public Notices
LEE dailycommercial.com	1	04/11/2023 - 04/11/2023	Govt Public Notices

Total Order Confirmation	\$95.32
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Ad Preview

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, April 25, 2023 at 6:30 PM for the final reading and ordinance adoption.

ORDINANCE NO. 2023-015

AN ORDINANCE AMENDING ARTICLE II, SECTION 23.1 "EXECUTING LEGAL INSTRUMENTS" OF THE CHARTER LAWS OF THE CITY OF CLERMONT, PROVIDING THAT THE CITY MANAGER MAY EXECUTE LEGAL INSTRUMENTS AS AUTHORIZED BY THE CITY COUNCIL; PROVIDING FOR A REFERENDUM ON THIS AMENDMENT; PROVIDING FOR THE TITLE AND EXPLANATORY STATEMENT FOR THE BALLOT FOR THE AMENDMENT; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR SEVERABILITY AND CONFLICT AND PROVIDING AN EFFECTIVE DATE FOR THE AMENDMENTS.

The public hearings are held at the City Hall, Council Chambers, located at 685 W. Montrose Street, and are open to public comment. Please call (352)394-4083, ext. 3 if you have any questions.

The proposed ordinance may be inspected at the Clermont Development Services Department (City Hall, 1st floor) Monday through Friday, 8 a.m. to 5 p.m.

Please be advised that under state law, any person deciding to appeal a public hearing decision 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 Howe, MMC
City Clerk

Daily Commercial
8661581 April 11, 2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, April 11, 2023		
Agenda Item Name		
Ordinance No. 2023-016 <i>Intro</i> <i>Watercraft Rentals</i>		
Requested Action		
Recommend approval of Ordinance 2023-016		
Staff Report		
Staff is proposing an amendment to Section 70-56 of the Code of Ordinances related to watercraft rental businesses, addressing concerns raised since amendment approval in 2022. The proposed amendment increases staging watercraft between rental appointments from one (1) hour to two (2) hours.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ORD- 2023-016 Watercraft Rentals amendment (03.15.2023)	ORD- 2023-016 Watercraft Rentals amendment (03.15.2023).pdf	
2. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-016

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 70, WATERWAYS, ARTICLE III, REGULATIONS FOR PERSONAL WATERCRAFTS, SECTION 70-56, “REQUIREMENTS FOR WATERCRAFT RENTAL BUSINESSES”; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, the City Council determined that it is in the public interest to amend Chapter 70, Waterways, Article III, Regulations for Personal Watercrafts to update the sections on watercraft rental businesses.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, as follows:

SECTION 1:

Article III, “Regulations for Personal Watercrafts” is hereby amended to read as follows; (note strikethrough indicates removed words and underlined indicates added):

Sec. 70-56. Requirements for watercraft rental businesses

Any business lawfully engaged in the rental, leasing, bailment for consideration, or other provision of transportation for remuneration of watercrafts, for use by the public on any waterway of the City of Clermont, must meet the following requirements:

(1) *Generally*. No person shall offer for rent, lease, or bailment for consideration a personal watercraft which is not registered in the name of the business, which does not have a valid Florida vessel registration number affixed thereon, which does not belong to a watercraft rental business holding a valid permit for such operations, and which does not otherwise comply with the provisions of this section. Commercial operators must keep a copy of their valid permit available at all times during which they perform business.

(2) *Operations offices*. Each watercraft rental business must obtain a business tax receipt which shall be issued to the personal watercraft operations office. The personal watercraft operations office must be located at a land-based site on property not owned by the City of Clermont. Commercial operators shall immediately provide a business card, phone number, name, and address for such operations office, upon request from any City of Clermont personnel.



CITY OF CLERMONT
ORDINANCE NO. 2023-016

(3) *Permitted operations.* Commercial watercraft businesses are only permitted to operate at the Clermont Boat Ramp to launch watercrafts, retrieve watercrafts, and perform related safety checks. Launching commercial watercrafts or conducting any aspect of business, including without limitation safety checks and retrieval, are not allowed at any other city-owned location. Commercial operators are limited to a maximum of six (6) Jet Skis.

(4) *Procedures.* Except as otherwise provided herein, all transactions related to the watercraft rental, such as payment and reservations of rentals, must occur offsite on property not owned by the City of Clermont. Furthermore, all watercrafts must remain on their trailers until renters appear for their reserved appointment times. Elevator stacking to stage watercraft between rental appointments is permitted for up to ~~one (1) hour~~ two (2) hours. Commercial operators are required to submit the City's rental reservation form electronically twenty-four (24) hours in advance for all rentals. Reservations must be in advance. Same day rental reservations are not permitted. Commercial operators may not take on-site appointments for reservations.

(5) *Advertisements.* Commercial operators are not permitted to advertise or solicit sales onsite at the Clermont Boat Ramp. This prohibition includes, without limitation, signage, tables, tents, banners, flyers, and in-person solicitation. Commercial operators may, however, feature the name of their company with reasonable branding on their vehicles, watercrafts, and trailers.

(6) *Parking fees.* All commercial operators remain subject to the daily parking fees and regulations posted at the Clermont Boat Ramp.

(7) *Identification of watercrafts.* Identifying markings shall be placed on each watercraft owned or operated by a commercial operator, which must clearly and legibly feature the commercial operator's name.

(8) *Fueling procedures.* Commercial operators may not store fuel tanks on the shoreline. Fueling of watercrafts shall require a spill-proof nozzle or other acceptable device designed for prevention of fuel overflow. Any spillage of fuel onto any City of Clermont beach or into any City of Clermont waterways violates this chapter.

(9) *Safe handling instructions.* Each patron of any commercial operator shall receive rules provided by the operator, which must feature the above-stated regulations in section 70-54 of this chapter. All commercial operators and patrons must also comply with all other boating and personal watercraft provisions existing in state law, such as those found in F.S. § 327.39.

(10) *Violations.* Commercial operators who fail to fully comply with these regulations shall receive an initial warning. A second warning shall require the commercial operator to immediately cease operations and vacate the premises for the remainder of the day. A third violation shall result in the commercial operator forfeiting its permit and its ability to operate on any City of Clermont property.

(11) *Limitations.* No person or entity shall offer for rent a watercraft within the City of Clermont except for a commercial operator that fully complies with the regulations set forth in this chapter.



CITY OF CLERMONT
ORDINANCE NO. 2023-016

SECTION 2: CONFLICT

Any portion of the Code of Ordinances, City of Clermont, Florida or any ordinance or part thereof in conflict with this ordinance is hereby repealed to the extent of such conflict.

SECTION 3: SEVERABILITY

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

SECTION 4: CODIFICATION

The text of Section 1 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 5: ADMINISTRATIVE CORRECTION

Regardless of whether such inclusion in the Code as described in Section 6 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6: PUBLICATION & EFFECTIVE DATE

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



CITY OF CLERMONT
ORDINANCE NO. 2023-016

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this 25th day of April, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	03/31/2023
Order Number:	8649131
Prepayment Amount:	\$ 0.00

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Product	#Insertions	Start - End	Category
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LEE dailycommercial.com	1	04/11/2023 - 04/11/2023	Govt Public Notices

Total Order Confirmation	\$89.00
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Ad Preview

LEGAL NOTICE

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ORDINANCE NO. 2023-016

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 70, WATERWAYS, ARTICLE III, REGULATIONS FOR PERSONAL WATERCRAFTS, SECTION 70-56, "REQUIREMENTS FOR WATERCRAFT RENTAL BUSINESSES"; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

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Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
8649131 April 11, 2023