



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, August 22, 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

PRESENTATIONS

Commissioner Parks, Lake County Board of County Commissioners Dist. 2

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 minutes of the July 12, 2023 and July 20, 2023 Council Budget Workshops and the August 8, 2023 Council Meeting.

Item No. 2 - Plat Approval

Consider a request for a replat of Citrus Tower Commercial Center to amend Lot 6 and Tract A to create Lot 7 located northeast of Citrus Tower Blvd and SR 50 intersection.

Item No. 3 - Surplus Request

Consider declaring end-of-life inventory as surplus from the Parks and Recreation, City Manager, Police, Information Technology, and Finance Department and dispose of it in accordance with the Procurement Policy.

Item No. 4 - Employment Policies Manual
Amendment Section 4.8

Consider amendment to Chapter 4: Compensation/Salary Administration, Section 4.8 Storm or Other Disaster Pay and Leave.

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Item No. 5 - Term Contract Award
*Sanitary Sewer Manhole, Vault, and Lift Station
Rehabilitation*

Consider awarding term contract to US
Infra Rehab Services, LLC., US Water
Services Corporation, RCM Utilities,
LLC., and Danus Utilities, Inc.

Item No. 6 - Term Contract Award
Park Amenities

Consider awarding a term contract to
BSN Sports, LLC. and Treetop
Products, Inc. to purchase park benches,
picnic tables, and trash receptacles.

Item No. 7 - School Resource Officer Agreement

Consider approval of the Imagine South
Lake Charter School SRO 2023/2024
agreement.

Item No. 8 - Resolution No. 2023-031R

Consider approval to address the
impacts of Chapter 2023-17, Laws of
Florida, known as the Live Local Act.

UNFINISHED BUSINESS

Item No. 9 - Ordinance No. 2023-022 *Final*
O2B Kids

Consider the annexation of a 1.82 acre
parcel located within the Johns Lake
Landing Planned Unit Development.

NEW BUSINESS

Item No. 10 - Administrative Appeal
821 West Minneola

Consider request for an administrative
appeal for parking calculations.

Item No. 11 - Resolution No. 2023-032R

Consider resolution to purchase 3.29
Acres for Fire Station No. 2
replacement.

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).

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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
CITY COUNCIL BUDGET WORKSHOP
July 12, 2023

CALL TO ORDER

The City Council met in a workshop session on Wednesday, July 12, 2023 in the Clermont City Council Chambers. Mayor Murry called the workshop to order at 9:04 am with the following Council Members present: Council Members Pines, Gonzalez, and Purvis.

Absent: Council Member Entsuh

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

OPENING COMMENTS

City Manager Bulthuis informed Council that this Budget Workshop will go over an amendment for the current year's budget and review next year's budget.

At the next City Council meeting, Council must set a maximum millage rate to advertise. Mr. Bulthuis spoke about the taxable value for the city and the current millage rate of 5.06, based on the roll back rate our millage would roll back to 4.6205. In order to keep the millage rate of 5.06 mills, it requires four votes by the City Council. The most four of them could vote for is 5.2269 and anything above that would require a unanimous vote by City Council. The budget being presented is based on 5.06 mills.

Council Member Pines and Council Member Gonzalez will not be at the next City Council Meeting on July 25, 2023. There has been discussion with the City Attorney and as long as we have a quorum in person, the two Council Members can call in and vote for the maximum millage rate over the phone.

Discussion ensued regarding the surrounding cities millage rates and fire fees, which we currently do not have.

AGENDA ITEMS

1. Proposed Fiscal Year 2022-2023 Budget Discussion

City Manager Bulthuis began with the Sanitation budget. He provided an overview of the budget and explained that sanitation fees will be included in the next budget amendment.

The cities contract with the transfer station in Groveland for Solid Waste disposal is expiring in March 2024. Staff has had preliminary conversations and the price per ton is increasing from \$30.00 to \$70.00 per ton. Recycling fees will be \$125.00 per ton which have been at no cost in the past. With the costs rising, a decision has to be made on whether the city continues to recycle. In order to continue with our existing sanitation pick up schedule, the City would have to increase the cost from \$23.08 to \$30.00 per month for residents.

Public Services Assistant Director Maiworm provided historical background on the contract the city has with the transfer station. Previously the city was paid for recycling as it was viewed as a natural resource. In the past two (2) years, the market has changed with garbage and trash. There has been discussion between staff on what the city can do to contain costs. One idea is building our own transfer station on 12th Street as Public Works transfers to the new facility. Mr. Maiworm reviewed how the transfer station could be laid out and how it would work. The estimated cost to build a transfer station is between \$3 and \$5 million and another \$1,000,000.00 to purchase the needed equipment to haul the waste. Another option in regards to recycling would be to have the residents drop off their recycling at a transfer station such as this and that would take the city out of having to collect it.

City of Clermont
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July 12, 2023

Currently, there are two trucks going out each day to collect solid waste and recycling. If the decision is made to not continue with recycling then Public Services would modify the routes since there would be more solid waste.

Mayor Murry expressed his view that he is not keen on continuing the recycling program if it is going to cost more money.

City Manager Bulthuis explained the markets are not there for recycling because it is not mandated for paper and other things. There are ways to incentivize recycling but not by the local government. If council considers the 12th Street property for a transfer station, keep in mind that the police and fire departments were looking at the property as a training facility.

Public Services Assistant Director Maiworm stated that the cost is increasing significantly. Currently, the city is recycling 3,000 tons per year, with the new rates the estimated annual cost would be \$375,000.00. There are 18,000 tons of solid waste per year, the new rates would mean an estimated annual cost of \$1.2 to \$1.5 million.

Discussion ensued regarding the need for equipment and more personnel if the city were to build a transfer station. The Lake County landfill was brought up and the cost per ton to bring waste directly to them.

City Manager Bulthuis said he would like to analyze all aspects of waste removal over the next few months. Mr. Bulthuis raised the question of being open to using the 12th Street property as a transfer station.

Council gave their views on using 12th Street as a transfer station. There was discussion on other properties in the city that could be a possibility for a transfer station.

Mr. Bulthuis stated that staff will reach out to the consultant that Lake County used and look at all the options available. Conversations will continue regarding a new contract and staff will return to council with where the adjustments need to be made.

City Manager Bulthuis moved on to water and sewer. The work has started on the expansion of the wastewater treatment plant. Currently, the city is good with the capacity at the wastewater treatment plant with the planned growth that we have within the city limits. The city is the first right of refusal to provide water and sewer to properties within the service boundaries but not within the city limits. Public Services receives letters requesting service and if we have capacity to serve them. The city has the right not to serve but in the past the city has said yes. There is a development that will be asking for water and sewer and staff is recommending denial. The city currently has capacity but staffs position is that the development will have to conform to our zoning requirements if they want us to provide water and sewer.

Mr. Bulthuis informed Council that the city has a Consumptive Use Permit that dictates how much water we can use daily.

Public Services Superintendent Griffin spoke about the pressure issues at Highland Ranch. The city has been looking at putting in a ground storage tank. Public Services is working with a consultant to identify feasible locations to construct a 1.1 million gallon ground storage tank. Two vacant land parcels have been identified near the Highland Ranch subdivision and either parcel would serve as a suitable location for a future storage tank. The cost associated with the preliminary design is \$92,000.00. The intent would be to serve Highland Ranch and Summit Greens independent of the existing system.

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The city currently does not produce enough reclaimed water to serve the whole city, it is combined with well water which is counted towards the water in the Consumptive Use Permit. Council spoke about other communities in the city and the need for staff to look at a landscape ordinance and drought tolerant grass.

Public Services Superintendent Griffin provided history of the Consumptive Use Permit (CUP). The ground water withdrawal limits for the city were discussed and if current trends continue, it is anticipated that withdrawal amounts will reach about 9 million gallons a day between 2025 and 2026. Due to the increase in growth trending faster than anticipated, the City will need to increase the ground water withdrawal limits in the CUP. This is expected to take about 240 days to complete with an anticipated cost of approximately \$48,000.00.

Mayor Murry recessed the workshop at 10:45am. The workshop reconvened at 10:59am.

City Manager Bulthuis provided an update on the ARPA funds. In 2022, the city received \$19,356,075.00 and spent about \$12 million. \$7 million was left over to start the current fiscal year. Staff is estimating that the city will spend \$7 million leaving roughly \$300,000.00 for next fiscal year. The funds are being used for ongoing projects so the costs may fluctuate.

Impact Fee funds from Police, Fire and Parks and Recreation can only be used for new equipment. Replacement vehicles cannot be paid for with impact fee funds. The funds are not provided all at once, the departments have been working on planning for the future and what can be purchased with the funds.

City Manager Bulthuis informed Council that for non-union employees, there is a 5% merit increase in the budget for April 1.

The city's health insurance for employees was discussed including the recommendation to switch to Aetna's narrower network with Orlando Health for cost savings.

Infrastructure Fund

City Manager Bulthuis reviewed the Infrastructure Fund budget and explained that the funds come from the State and are based on a formula that gives cities a percentage based on the population of the city.

There is a \$5,000.00 threshold for capital projects. Any projects over that amount will be capitalized.

Police Captain McMaster reviewed the Police Department infrastructure budget which included the costs of vehicles.

City Manager Bulthuis brought up Mr. Maiworm to review the capital outlay requests for road resurfacing, sidewalks and vehicles. Mr. Bulthuis reviewed the recommendation for the funds needed for sidewalks and at the next workshop, staff will return with a plan for the sidewalks.

Mayor Murry recessed the workshop at 12:18 pm. The workshop reconvened at 1:00 pm.

City Manager Bulthuis informed Council that they will continue with the Infrastructure Fund.

Public Services Assistant Director Maiworm provided information regarding road maintenance, major projects and staffs five year plan. Facilities and grounds maintenance was discussed, staff requested \$1.2 million for Bishop Field which was cut from the budget.

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Parks and Recreation Capital outlay requests were reviewed. Mr. Bulthuis named some of the projects that are requested for the upcoming year. Discussion was had regarding facilities, parks and events.

The Fire Department capital outlay budget was reviewed. Fire Chief Ezell presented council with the capital requests.

Discussion was had regarding replacing fire trucks and that there is no money in the General Fund for replacement fire trucks. The review of the fleet status was done and due to fire codes changing as building heights are raised Chief Ezell is recommending purchasing a 170 foot Ladder Truck. Council reviewed different options for replacement which included a performance bond or to prepay now which would reduce the overall cost as costs are rising. The request will be brought before Council in August for approval to purchase a truck.

Fire fees and raising the millage rate were discussed as a resource to increase funds for major expenses. Council's consensus was to move forward with a study regarding the possibility of assessing a fire fee.

General Fund

City Manager Bulthuis reviewed the overall numbers in the General Fund budget which includes the fire truck purchase. Mr. Bulthuis detailed that restricted funds are for specific things. Police have money for drug funds and there is also a dedicated tree fund which will be taken out of restricted and place into its own fund.

This year's budget was configured using the same millage rate as last year. Mr. Bulthuis reviewed the budgets for City Council, City Clerk and City Manager departments. The Finance department's budget was reviewed and the use of contract services was discussed.

Mr. Bulthuis moved on to the City Attorney budget and informed Council that the Labor Attorney fee has increased due to Police and Fire contracts expiring next year and having to go into negotiations.

Development Services Director Henschel discussed his budget which includes Code Enforcement. The largest amount is set for the Comprehensive Plan. Mr. Henschel reviewed what that entails and an estimated timeline of the process.

Information Technology's budget was discussed next. Information Technology Director Fountain had requested \$200,000.00 in fiber which was cut out of the budget. Mr. Fountain explained the need for the fiber.

Council discussed the need for cameras in the city and connecting Fire Station No. 4 with the rest of the city. As to the Fire Station, Mr. Fountain stated that they are waiting on conduit, the station is connected to a cable and created a connection to the station that way.

City Manager Bulthuis stated that staff will get a cost estimate to connect Fire Station No. 4 and present that at the next budget workshop.

Mayor Murry recessed the workshop at 2:46 pm. The workshop reconvened at 3:00 pm.

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City Manager Bulthuis reviewed the General Government budget which includes the daily running of City Hall.

The Fire Departments budget was reviewed. Fire Chief Ezell discussed his requests for the department. One request was for two positions which were cut from the budget. Council's consensus was to add the positions back into the budget.

City Manager Bulthuis stated that within the next two to five years, will need to add a shift for Fire Station 5. To add a shift will require a minimum of 12 to 15 people which means salary and wages added to the budget.

City Manager Bulthuis added that there will be a need for an executive session to speak about negotiations with Police and Fire in terms of all of their requests.

There are two new line items created within the Fire Department budget. Chief Ezell reviewed what the lines are for which included a contract for medical equipment with Stryker. There was discussion regarding outfitting a new truck, Mr. Bulthuis will review and update council at the next budget workshop.

City Manager Bulthuis spoke about the 12th Street property, currently there is no money in the budget. Police Chief Broadway and Fire Chief Ezell presented their ideas for that property, including a training facility, offices, classrooms and storage.

There is no comprehensive master plan for that property. Council provided their opinions regarding the use of that property.

City Manager Bulthuis reviewed the Streets/Transportation Maintenance Budget, Grounds Maintenance, Fleet Maintenance, Engineering/Inspections, and Facility Maintenance Budgets. Next was an overview of the Economic Development, Human Resources, and Procurement budgets.

The Parks and Recreation department budget was reviewed which included the Historic Village, Events/City Center and Waterfront budget. Mr. Bulthuis added that they would like to revamp the 4th of July celebration next year and increase the camp out to twice per year.

The Arts and Recreation Center and Performing Arts Center budgets were discussed. Within the Arts and Recreation Center, they are requesting to convert a part time position to a full time position and having a marque on US Hwy 27 for the Performing Arts Center.

City Manager Bulthuis reviewed the Police Department budget. They are requesting five additional officers and one civilian employee, the City Manager kept the one civilian and cut the five officers. The department is authorized 92 officers and currently there are three vacancies with one possibly spoken for. Once the department is fully staffed, they can revisit needing additional officers.

Police Chief Broadway requested community service officers to augment the Police Department. They would drive modified cars and their role would be to direct traffic and traffic crashes, help with basic crime scenes and work special events. This would allow officers to handle cases of a more severe criminal nature. The community service officers will not be armed.

Discussion ensued regarding community service officers versus a real officer versus a park ranger. There will be two School Resource Officers at Aurelia Cole Academy since it will be a K-8 school.

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CITY COUNCIL BUDGET WORKSHOP
July 12, 2023

2. Other

City Manager Bulthuis informed Council that there is a proposal for a VW dealership. There was a traffic study conducted and there is work that will need to be done on the roads. The applicant is asking the city to pay half of the \$800,000.00 that the project will cost. Mr. Bulthuis posed the question to Council is what amount is a fair amount and if it would be a good investment to improve the area. If we came to an agreement and moved forward the question then becomes who takes lead on the project. There will be a meeting with the applicant later in the week, no need for a consensus now but more of something to think about that will be coming.

CLOSING COMMENTS

Next budget workshop will be on Thursday, July 20 at 6:30pm.

City of Clermont
MINUTES
CITY COUNCIL BUDGET WORKSHOP
July 12, 2023

ADJOURN: With no further comments, this workshop adjourned at 5:11 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
CITY COUNCIL BUDGET WORKSHOP
July 20, 2023

CALL TO ORDER

The City Council met in a workshop session on Thursday, July 20, 2023 in the Clermont City Council Chambers. Mayor Murry called the workshop to order at 6:30 pm with the following Council Members present: Council Members Pines, Gonzalez, and Purvis.

Absent: Council Member Entsuh

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

OPENING COMMENTS

City Manager Bulthuis gave an overview of the funds reviewed at the previous workshop. Staff has taken the information and recommendation from Council to continue with a millage rate of 5.06 which would be no change from 2022. The city will advertise the maximum millage rate to be 5.06, the next step would be the First Budget Public Hearing at 6:30pm on September 6 and then the Final Budget Public Hearing to adopt the budget and millage rate at 6:30pm on September 20.

AGENDA ITEMS

1. Proposed Fiscal Year 2022-2023 Budget Discussion

City Manager Bulthuis spoke about an amendment to the current budget for the purchase of a Fire Truck. Fiscal Year 2024 projected revenues should be \$47 million which is what the budget is based off of. The millage rate of 5.06 is still one of the lowest in Lake County.

Fire Chief Ezell reviewed the fleet replacement schedule and the condition of the current trucks. The budget amendment allows the city to purchase the truck this year and once there is a firm build date, the city will budget for equipment.

City Manager Bulthuis moved on to discuss installing fiber over to Fire Station No 4 as requested by Council at the last workshop. Mr. Bulthuis showed Council a map of where there is currently fiber within the city. To add fiber to Fire Station No. 4, the cost would be approximately \$50,000.00 that has been added to the budget.

Information Technology Director Fountain explained to Council how the fiber will be run to the Fire Station. Fire Chief Ezell explained the importance of the fiber at the Fire Station.

City Manager Bulthuis discussed sidewalks within the city. The new Aurelia Cole Academy has a one mile radius for walkers which goes beyond Lakeshore Drive on the south side of State Road 50. Mr. Bulthuis showed Council where the existing sidewalks are located. The budget for sidewalks will be amended to add \$150,000.00 for sidewalks this year and \$75,000.00 for next year out of the Infrastructure Fund.

Public Services Director Brunson informed Council of areas staff believes are top priority for placing sidewalks. Discussion ensued on different areas and what is needed to repair or add a sidewalk.

City Manager Bulthuis informed Council of an issue that has come up repeatedly. There have been nine water main breaks in the area of Hillview Drive since 2020. The pipes have been in the ground for over 20 years, the pipes have been sent to the manufacturer and there is nothing wrong with the pipes. The pressure is running high. As a fix, Public Services will be adding pressure reducing valves.

City of Clermont
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CITY COUNCIL BUDGET WORKSHOP
July 20, 2023

The vales cost approximately \$15,000.00 per valve and there is a need for seven valves so we can control the pressure. The project has a cost of \$120,000.00 out of the water fund, which will require a budget amendment. Council consensus is to move forward with the project.

City Manager Bulthuis reviewed the Building Services budget. This is a separate fund that receives funding from building permits. The need for building permits is decreasing therefor the fund is barely breaking even. Mr. Bulthuis spoke about third party inspectors and salaries. Building Services Director Widican expanded on the need for third party inspectors. There are specific licenses they have to acquire and hold which takes training and education.

City Manager Bulthuis moved on to the cemetery fund. This fund is barely breaking even, it is showing a \$73,000 loss. The reason for the loss was from the purchase of two new columbaria in the amount of \$98,000. With sales continuing like this year we are showing a loss of \$17,000 for next year. There were requests for two more columbarium's and an additional caretaker. Once all the spaces are sold, the fund balance will disappear and then the maintenance will be fully funded out of the General Fund.

Council discussed the need to look at the fees and possible expansion of the cemetery. The question was asked about continuing with the cemetery or sell out of the available spaces and only maintain it. The number of spaces sold within the columbaria were discussed along with the cost.

Mr. Bulthuis recommended adding the cost of the columbarium's into the capital budget for next year and asked Council to add another caretaker. Council agreed the cost should come out of capital next year and to add another caretaker for the cemetery.

2. Other

City Manager Bulthuis reminded council that the budget was configured off of a millage rate of 5.06. A budget amendment for this Fiscal Year will come before Council at the August 8, 2023 meeting and the two Budget Public Hearings will be in September.

Mayor Murry opened the workshop for public comment. No comments. Mayor Murry closed the workshop for public comments.

CLOSING COMMENTS

Council Member Purvis and Mayor Murry commended staff on the budget process this year.

City of Clermont
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CITY COUNCIL BUDGET WORKSHOP
July 20, 2023

ADJOURN: With no further comments, this workshop adjourned at 7:42 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 8, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, August 8, 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 Entsuah, Pines, Gonzalez and Purvis.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Father Mark Wajada of Blessed Sacrament Catholic Church gave the invocation followed by the Pledge of Allegiance.

Agenda Change

City Manager Bulthuis added Resolution No. 2023-029R, this is a banking resolution to allow proper signatories.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA APPROVING AND ADOPTING THE MULTI-PRODUCT BANKING RESOLUTION WITH FIFTH THIRD BANK INCLUDING THE DESIGNATION OF MAYOR TIM MURRY, MAYOR PRO TEM JIM PURVIS, CITY MANAGER BRIAN BULTHUIS, DEPUTY CITY MANAGER SCOTT DAVIDOFF AND CITY CLERK TRACY HOWE AS AUTHORIZED PERSONS TO CONDUCT CITY BANKING BUSINESS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MULTI-PRODUCT BANKING RESOLUTION AND FURTHER AUTHORIZING THE CITY MANAGER TO APPOINT OR REMOVE CHANNEL ADMINISTRATORS AND AUTHORIZED PERSONS FOR THE CITY OF CLERMONT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read title aloud.

Mayor Murry opened the public hearing.

Charlene Forth, 939 Desoto St. – inquired about the reason this is being done.

Mayor Murry closed public hearing.

City Manager Bulthuis explained that the city needs to update agreements. This Resolution updates our current agreement and puts the proper signatories in place to sign checks.

Council Member Purvis moved to accept Resolution No. 2023-029R as presented; Seconded by Council Member Entsuah. Passed unanimously 5-0 with all members present voicing aye.

City Manager Bulthuis also stated that he would like to remove Item 8, Contract Amendment and Budget Amendment, from the Consent Agenda and discuss separately.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 8, 2023

PUBLIC COMMENTS

Charlene Forth, 939 Desoto St – spoke on public records and public comment at meetings.

Council Member Purvis asked staff to schedule a workshop.

REPORTS

CITY MANAGER REPORT

- Primary Election is August 22, there are three candidates for Seat 4.
- School starts August 10, traffic on East Ave. will be busier with Aurelia Cole Academy opening.

CITY ATTORNEY REPORT –

No report

CITY COUNCIL REPORT

Council Member Pines – No report.

Council Member Gonzalez – No report.

Council Member Purvis –

- Congratulations to Chief Broadway.

Council Member Entsuh - No report.

Mayor Murry –

- Attended the Aurelia Cole Academy ribbon cutting.
- Attended Teachers appreciation day.
- Congratulated Chief Broadway as President of the Florida Police Chiefs Association.
- Attended First Friday, there has been tremendous growth. He recommended a stage for music.
- Attended Steeping out for Education, raised over 88,000.00 for the School Board.
- Apologized for the confusion on Mayors luncheon for August.
- Next Mayors luncheon will be September 5 at Amore.
- He will be attending the Florida League of Cities conference later this week.

Council Member Purvis wished a Happy Birthday to Council Member Gonzalez.

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 July 25, 2023 Council Meeting.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 8, 2023

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| Item No. 2 – Resolution No. 2023-022R | Consider approval of Fiscal Year 2023 Budget Amendment to the following funds: General Fund, Infrastructure Fund, Building Services Fund, Cemetery Fund, Recreation Impact Fund, Police Impact Fund, Fire Impact Fund, Water Fund, Sewer Fund, Water Impact Fund, Sewer Impact Fund, Health Insurance Fund, and Community Redevelopment Agency (CRA) Fund. |
| Item No. 3 – Resolution No. 2023-025R | Consider approval of Fiscal Year 2023 Budget Amendment to the General Fund to create a Tree Restricted Fund and a Law Enforcement Restricted Fund. |
| Item No. 4 – Resolution No. 2023-027R and Budget Amendment | Consider the authorization to purchase land at 951 East Avenue in the amount of \$199,900 plus closing costs with a budget amendment to the cemetery fund not to exceed \$300,000.00. |
| Item No. 5 – Contractor Name Change
<i>CPH Consulting, LLC.</i> | Consider approval of contractor name change from CPH Inc. to Trilon Group Holdings, LLC. d/b/a CPH Consulting, LLC. |
| Item No. 6 – Contractor Name Change
<i>Summit Fire & Security, LLC.</i> | Consider approval of contractor name change from Deiger Service Corporation d/b/a Superior Fire of Florida to Summit Fire & Security, LLC. |
| Item No. 7 – Piggyback Purchase and Budget Amendment
<i>Fire Apparatus</i> | Consider approval to purchase from the Sourcewell contract number 113021-OKC-1 with Ten-8 Fire and Safety LLC to purchase one (1) Pierce Enforcer 107 Ascendant Aerial Apparatus and a budget amendment in the amount of \$1,357,281. |
| Item No. 8 – Contract Amendment and Budget Amendment
<i>Victory Pointe Parking Lot</i> | Consider approval of the sixth contract amendment between the City of Clermont and Traverse Group, Inc. to provide construction of a parking lot on West Avenue and Osceola Street and a budget amendment in the amount of \$650,000. |
| Item No. 9 – Piggyback Contract
<i>Asphalt Paving Systems</i> | Consider approval to piggyback, the City of Gainesville contract with Asphalt Paving Systems, Inc. to provide micro-surfacing asphalt services on an as needed basis. |

City of Clermont
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REGULAR COUNCIL MEETING
August 8, 2023

Item No. 10 – Piggyback Contract
Watson Construction Services

Consider approval to piggyback the City of Gainesville's contract with Watson Construction Company, LLC. to provide micro-surfacing asphalt services.

Item No.11 – Piggyback Purchase
F-150 Vehicle for Fire

Consider approval to purchase from the Florida Sheriffs Association contract number Heavy Trucks and Buses FSA 22-VEH20.0 with Duval Ford to purchase one (1) Ford F-150 Special Service Vehicle for the budgeted amount of \$44,660.

Item No. 12 – Bid Award
Real Estate Broker Services

Consider approval of RFP award and term contracts to Horizon Real Estate Solutions and RE/MAX Titanium to provide as-needed real estate broker services.

Item No. 13 – Bid Award
HVAC Services

Consider approval of RFP award and term contract to Westbrook Service Corporation to provide as-needed comprehensive heating, ventilation, and air conditioning (HVAC) systems and services for all city-owned facilities.

Item No. 14 – Police Department Budget Amendment

Consider approval of Budget Amendment to Police Building Maintenance and Repair Line Item in the amount of \$12,000.

City Manager Bulthuis pulled Item No. 8 for further discussion.

Council Member Gonzalez moved to approve Consent Agenda Items 1-7 and 9-14; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Item 8 – Contract Amendment and Budget Amendment – *Victory Pointe Parking Lot*

City Manager Bulthuis stated that this item is a proposal for Traverse Group to construct a parking lot at Victory Pointe, West and Osceola, in the amount of 650,000.00. Mr. Bulthuis showed a PowerPoint presentation regarding parking in the downtown area. There are many private lots within downtown but not many public lots. Spoke on the number of parking spots currently in the downtown area and how many more this lot will add. There was a study for a parking deck at City Hall with a cost of \$13.5 million, the City does not have the funds for that project. There have been many properties the city has looked at in regards to parking but has not been able to acquire those properties. Mr. Bulthuis reviewed the proposed parking lot design, which has changed from the original, and that it will add 113 spaces and is assessable to the trail and downtown. Run off from the parking lot will be directed to Victory Pointe as that is the purpose of Victory Pointe.

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Mr. Bulthuis brought up Resolution 58-065 that was passed in 1958 regarding lakefront property. He explained that this Resolution does not apply to this property as records show parcels were purchased from private owners or the city has always owned the land and did not acquire from Lake County.

Staff recommends approval of the item. Mayor Murry inquired if moving the parking lot from the original design will increase the cost. The cost may change with the redesign.

Mayor Murry opened the public hearing.

Nikki Marks, Clermont Cabanas – spoke on making the space greener and the consideration of asphalt at the lakefront.

Kimberly Grogan, Main Street – pleased with the addition of a parking lot.

Chris Vallard, 773 W Montrose – spoke on businesses not having enough parking and handicapped parking downtown.

Keith Mullins, Drew Avenue – In support of the parking lot, work with what we have.

David Colby, 3072 Santa Maria Ave. – In support, we need a parking garage.

Charlene Forth, 939 Desoto St. – In opposition of the parking lot, read Resolution 58-065.

Otis Taylor, 3686 Caladesi – In support, make use of the land we have for now.

Ronaldo Camargo, 1212 S. Grand Hwy. – In support of the parking lot.

Mayor Murry closed the public hearing.

Council Member Pines asked City Manager Bulthuis if the Resolution that was read during public comment was the same Resolution he spoke about during his presentation. The resolution is the same and Mr. Bulthuis reiterated this Resolution does not apply to this property.

City Attorney Mantzaris stated that staff has looked at the issue very closely, the majority of the land was purchased and the rest was owned by the city prior to 1958 so the resolution does not apply to this property.

City Manager Bulthuis addressed the question of making the space greener, part of the property has trees that will be left and the landscaping will be Florida native plants. Development Services Director Henschel spoke about the definition of Florida native landscaping.

There was discussion on pavers versus asphalt. In doing the pavers, it is difficult to control the runoff that needs to go to Victory Pointe. The parking lot being further from the center of downtown was addressed and the plan is to have space all over the city instead of one parking deck at City Hall.

The question of why this is happening now was addressed, during the budget process there were funds to be able to do this project.

Council Member Entsuaht asked is there could be a time limit or sunset date on this parking lot. City Attorney Mantzaris stated that this council cannot bind a future council to follow what this council feels.

Council Member Purvis moved to approve Consent Agenda Item 8; Seconded by Council Member Gonzalez. Passed unanimously 5-0 with all members present voicing aye.

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UNFINISHED BUSINESS

Item No. 15 – Ordinance No. 2023-020, Sidewalk Café Permit LCD Amendment, Final

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 125, SECTION 125-526 SIDEWALK CAFÉ; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Director Henschel presented this item. The proposed changes will add language to clarify and enforce additional standards and criteria requirements for the permit. The amendment will add the language that private trash containers are required for each permit and the city will not be responsible for trash collection relating to the sidewalk cafe permits. The amendment will also require the owner to renew the sidewalk café permit on an annual basis.

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

City Attorney Mantzaris informed Council that effective July 1, a Business Impact Estimate, which is required for certain Ordinances, has been posted to the city's website, and is also included in the packet. This estimate is to inform businesses of potential increases in operating expenses.

Council discussed the item and what has been noticed with businesses trash from sidewalk cafes.

Council Member Entsuaeh moved to approve Ordinance No. 2023-020; Seconded by Council Member Pines. The motion passed by roll call vote 5-0.

NEW BUSINESS

Item No. 16 – Variance Request, 458 Carroll Street

Development Services Director Henschel presented this item. The property owner is requesting a 3-foot side yard setback variance for the construction of a bathroom addition and remodel to the existing single family residence. The subject property is located at 458 Carroll Street and the property zoning is R-2 - Medium Density Residential. The Land Development Code requires a minimum of a 7.5 foot side yard setback for this R-2 zoned property.

The single family home was constructed in 1958 with one and a half baths. The owner would like to remodel the home and construct two full bathrooms for convenience and enjoyment of the home. The home will encroach approximately 3 feet into the required 7.5 foot setback. The applicant has provided several support letters from the neighbors which includes the adjacent neighbor.

Section 86-174 of the Land Development Code requires a positive finding on all of 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 review criteria and findings for granting a variance. Therefore, staff recommends denial of the variance request to the code.

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The applicant, John Godfrey, stated that staff had positive findings on four out of the five criteria needed for approval. The addition which is a total of 35 square feet is on the garage side of the neighbor's home so will not affect them. There will still be 12 feet between the homes which is room for any equipment if need be to get through. Mr. Godfrey presented council with support letters from all neighbors and explained the reasoning for wanting to turn the half bath into a full bath.

Mayor Murry opened the public hearing.

John Maguire, 463 Carroll Street – In support.

Mayor Murry closed the public hearing.

Council spoke about the thoroughness of the application.

Council Member Gonzalez moved to approve Item 16, variance request for 458 Carroll Street; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 17 – Ordinance No. 2023-022, O2B Kids, 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.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Entsuhah moved to introduce Ordinance No. 2023-022; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Item No. 18 – Ordinance No. 2023-024, Comprehensive Plan Amendment, Introduction/Transmittal

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

Deputy City Clerk Wisniewski read the title aloud.

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Development Services Planning Manager Kruse presented the item. The applicant, VHB, has requested an amendment to the Future Land Use Map. The applicant is requesting the City to designate the property with a future land use category consistent with land uses within the Wellness Way Urban Service Area (WWUSA) upon annexation. The subject site is approximately 250 acres in size. The property has historically been used for agricultural purposes. The applicant has three pending requests before the City of Clermont. These include: (1) Annexation, (2) Comprehensive Plan Amendment, and (3) rezoning to a Planned Unit Development (PUD).

Due to the required review by the State of Florida Department of Economic Opportunity (DEO) for the amendment to the Comprehensive Plan, this application is being presented to the City Council to make a recommendation for transmittal. If transmitted, the State agencies will review and render their comments prior to a public hearing on the adoption of this amendment. The anticipated adoption hearing will be in October of 2023.

The property has 2 existing Future Land Use designations in unincorporated Lake County. The western portion, approximately 56 acres, is Multi Use W District, and the eastern portion, approximately 191 acres, is Neighborhood District. The County adopted Wellness Way Future Land Uses identical to the City of Clermont with the goal of having a consistent development plan within the WWUSA.

The Wellness Way Comprehensive Plan amendment was originally adopted by the City on February 28, 2023 and Lake County on June 6, 2023. Upon annexation, the property will receive the same Future Land Use Designation, Multi Use W District and Neighborhood District, within the City of Clermont as it currently exists in Lake County.

The residential density and non-residential capacity for the project will be governed by the City's Comprehensive Plan Policy 2.3.2: Future Land Use Categories Capacity Allocation tables. The applicant has requested a rezoning to a Planned Unit Development requesting up to 699 dwelling units and up to 229,000 square feet of non-residential uses. The City is not recognizing these entitlement numbers at this time. The PUD will be considered by City Council during the adoption phase of the Comprehensive Plan Amendment to ensure that the proposed development density and intensity is in compliance with Policy 2.3.2. In addition, the development standards for the PUD will be required to meet the Wellness Way Design Guidelines that were adopted by the City on June 28, 2022.

The subject property is located entirely within the City of Clermont Utility Service Area and is adjacent to the city limits. The project is located within the City's JPA and ISBA boundary, and the city can provide adequate public facilities and services.

The application is consistent with Objective 2.3, Policy 2.3.1 and 2.3.2, of the City of Clermont Comprehensive Plan. Staff supports the applicant's request for a change from Lake County Multi Use W District and Lake County Neighborhood District to the City of Clermont Multi Use W District and City of Clermont Neighborhood District and recommends transmittal of the comprehensive plan change. The Planning and Zoning Commission recommended transmittal, 5-1.

Council Member Pines moved to introduce Ordinance No. 2023-024 and transmittal of the Comprehensive Plan Amendment; Seconded by Council Member Purvis. The motion passed by roll call vote 5-0.

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ADJOURN: With no further comments, this meeting adjourned at 8:19 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

AGENDA ITEM

Meeting Date		
Tuesday, August 22, 2023		
Agenda Item Name		
Plat Approval		
Requested Action		
Recommend approval of the replat.		
Staff Report		
The applicant, Jimmy Crawford, is requesting a replat of the Citrus Tower Commercial Center. The project is located northeast of the intersection of Citrus Tower Boulevard and SR 50. The replat will be creating Lot 7 along with amending the current boundaries of Lot 6 and the stormwater tract, Tract A. The applicant appeared before City Council on May 23, 2023 seeking a variance to allow fill greater than 15 feet in order to create Lot 7. The City Council approved the variance request and the applicant proceeded with the replat. The City's surveyor and engineer have reviewed the replat and the replat is in compliance with Chapter 177 of the Florida Statutes and the City's Land Development Code. Staff recommends approval of the replat. 		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Citrus Tower Commercial Sheet 1	Citrus Tower Commercial Sheet 1.pdf
2.	Citrus Tower Commercial Sheet 2	Citrus Tower Commercial Sheet 2.pdf

CITRUS TOWER COMMERCIAL CENTER – LOT 6 AND TRACT A

A REPLAT OF LOT 6 AND TRACT A, "CITRUS TOWER COMMERCIAL CENTER" AS RECORDED IN PLAT BOOK 49, PAGES 81 AND 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA LOCATED IN SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST CITY OF CLERMONT, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION

A REPLAT OF LOT 6 AND TRACT A, "CITRUS TOWER COMMERCIAL CENTER" AS RECORDED IN PLAT BOOK 49, PAGES 81 AND 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT A, CITRUS TOWER COMMERCIAL CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 49, PAGES 81 AND 82, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN N 89°28'54" W ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 50 FOR A DISTANCE OF 325.94 FEET TO THE SOUTHWEST CORNER OF LOT 6, SAID PLAT OF CITRUS TOWER COMMERCIAL CENTER; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 50 RUN N 00°21'48" E ALONG THE WEST LINE OF SAID LOT 6 FOR A DISTANCE OF 352.22 FEET; THENCE RUN N 34°45'09" W ALONG SAID WEST LINE OF LOT 6 AND THE EAST LINE OF LOT 4 SAID PLAT OF CITRUS TOWER COMMERCIAL CENTER FOR A DISTANCE OF 38.11 FEET; THENCE RUN N 00°17'38" E ALONG THE WEST LINE OF AFORESAID TRACT A FOR A DISTANCE OF 453.61 FEET; THENCE RUN S 89°42'22" E ALONG THE WEST LINE OF SAID TRACT A FOR A DISTANCE OF 40.00 FEET; THENCE RUN N 00°17'38" E ALONG THE WEST LINE OF SAID TRACT A FOR A DISTANCE OF 202.52 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LEGENDS WAY, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 533.00 FEET, A CHORD BEARING OF S 72°01'36" E AND A CHORD DISTANCE OF 324.25 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF LEGENDS WAY AND THE ARC OF SAID CURVE FOR A DISTANCE OF 329.47 FEET THROUGH A CENTRAL ANGLE OF 35°25'01" TO THE NORTHEAST CORNER OF AFORESAID TRACT A; THENCE RUN S 00°23'16" W ALONG THE EAST LINE OF SAID TRACT A FOR A DISTANCE OF 942.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 336,418 SQUARE FEET OR 7.723 ACRES, MORE OR LESS.

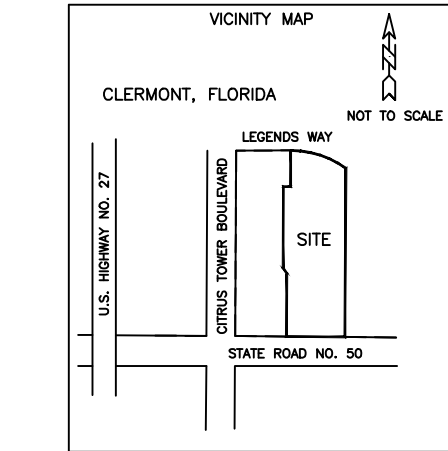
NOTES:

- BEARINGS BASED ON THE NORTH R/W LINE OF STATE ROAD NO. 50 AS BEING N 89°28'54" W, FLORIDA STATE PLANE EAST HORIZONTAL DATUM.
- NO PART OF THE LANDS DESCRIBED HEREON ARE DEDICATED TO THE CITY OF CLERMONT, FLORIDA, OR THE GENERAL PUBLIC, UNLESS EXPRESSLY STATED HEREIN.
- ALL PLATTED UTILITY EASEMENTS ARE HEREBY PROVIDED FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY OR THE IMPROVEMENTS IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. FLORIDA STATUTES 177.091(28).
- LOT LINES ARE NON-RADIAL UNLESS NOTED AS (R)-DENOTING RADIAL LOT LINE.
- LOT CORNERS (5/8" IRON ROD & CAP MARKED "LB 6980") AND PRM's (NAIL & DISK "PRM LB6980") OR (4"x4" CONCRETE MONUMENT AND DISK MARKED "PRM LB 6980") ARE SET 06/12/2023.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP OF THE CITY OF CLERMONT, FLORIDA, COMMUNITY MAP/PANEL NO. 12069C 0590 E, DATED 12/18/2012, THE SUBJECT SITE LIES IN FLOOD ZONE X.

MATTERS AFFECTING SUBJECT PROPERTY FROM THE TITLE OPINION:

- ALL MATTERS CONTAINED ON THE PLAT OF CITRUS TOWER COMMERCIAL CENTER, AS RECORDED IN PLAT BOOK 49, PAGE 81, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 2658, PAGE 1043, ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED IN O.R. BOOK 5574, PAGE 996, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, WHICH CONTAIN PROVISIONS CREATING EASEMENTS AND/OR ASSESSMENTS.
- DISTRIBUTION EASEMENT TO FLORIDA POWER CORPORATION DOING BUSINESS AS PROGRESS ENERGY FLORIDA, INC. RECORDED IN O.R. BOOK 2760, PAGE 2006, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- SITE IMPACT AGREEMENT RECORDED IN O.R. BOOK 1942, PAGE 703, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- STORMWATER EASEMENT RECORDED IN O.R. BOOK 1454, PAGE 799, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- RESTRICTIONS AS RECITED IN SPECIAL WARRANTY DEED RECORDED IN O.R. BOOK 2188, PAGE 920, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN O.R. BOOK 2450, PAGE 330, AMENDED IN O.R. BOOK 5368, PAGE 2324, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, WHICH CONTAINS PROVISIONS CREATING EASEMENTS AND/OR ASSESSMENTS.
- RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES.

PREPARED BY:
RHODEN LAND SURVEYING, INC. LB #6980
420 EAST MINNEHAHA AVENUE
CLERMONT, FLORIDA 34711



-NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET 1 OF 2

CITRUS TOWER COMMERCIAL CENTER – LOT 6 AND TRACT A
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT CITRUS TOWER COMMERCIAL CENTER ASSOCIATION, INC., OWNERS OF TRACT A, CITRUS TOWER COMMERCIAL CENTER, BEING THE OWNER IN FEE SIMPLE NAMED BELOW OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED, SUBJECT TO THE GENERAL NOTES CONTAINED HEREIN.

- TO CITRUS TOWER COMMERCIAL CENTER ASSOCIATION, INC. TRACT A STORMWATER RETENTION AREA.
- TO THE CITY OF CLERMONT: A UTILITY EASEMENT IS HEREBY GRANTED OVER, ACROSS AND UPON THOSE AREAS DESIGNATED AS A UTILITY EASEMENT SHOWN HEREON.
- TO PROVIDERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION SERVICES: A UTILITY EASEMENT IS HEREBY GRANTED OVER, ACROSS AND UPON THOSE AREAS DESIGNATED AS A UTILITY EASEMENT SHOWN HEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED BY THE OWNERS NAMED

BELOW ON THE DAY OF 2023.

CITRUS TOWER COMMERCIAL CENTER
ASSOCIATION, INC.
OWNER

WITNESS #1

BY: _____

PRINTED NAME

WITNESS #2

BY: _____

PRINTED NAME

STATE OF FLORIDA COUNTY OF LAKE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF
☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ OF ____
2023 BY _____,
WHO ARE ☐ PERSONALLY KNOWN TO ME OR ☐ WHO HAVE PRODUCED
_____ AS IDENTIFICATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

CERTIFICATE OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, THAT THIS PLAT WAS REVIEWED IN ACCORDANCE WITH SECTION 177.081, FLORIDA STATUTES AND PRESENTED TO THE CITY COUNCIL OF CLERMONT, LAKE COUNTY, FLORIDA AND APPROVED BY SAID CITY COUNCIL OF CLERMONT FOR RECORD ON THE ____ DAY OF ____ 2023 PROVIDED THAT THIS PLAT IS RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LAKE COUNTY, FLORIDA WITHIN 365 DAYS FROM THE DATE OF APPROVAL BY SAID CITY OF CLERMONT, FLORIDA.

ATTEST:

CITY OF CLERMONT

CITY CLERK

MAYOR

PRINT NAME

PRINT NAME

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION AND THAT THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, PLATTING, FLORIDA STATUTES.

DATE: _____

JEFFREY P. RHODEN, REGISTRATION # 5322
RHODEN LAND SURVEYING, INC. LB #6980
420 EAST MINNEHAHA AVENUE
CLERMONT, FLORIDA 34711

PLAT BOOK:

PAGE:

CITRUS TOWER COMMERCIAL CENTER – LOT 6 AND TRACT A
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT HANCOCK CENTER INVESTMENTS, LLC, OWNERS OF LOT 6, CITRUS TOWER COMMERCIAL CENTER, BEING THE OWNER IN FEE SIMPLE NAMED BELOW OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED, SUBJECT TO THE GENERAL NOTES CONTAINED HEREIN.

- TO CITRUS TOWER COMMERCIAL CENTER ASSOCIATION, INC. TRACT A STORMWATER RETENTION AREA.
- TO THE CITY OF CLERMONT: A UTILITY EASEMENT IS HEREBY GRANTED OVER, ACROSS AND UPON THOSE AREAS DESIGNATED AS A UTILITY EASEMENT SHOWN HEREON.
- TO PROVIDERS OF ELECTRIC, TELEPHONE, CABLE TELEVISION SERVICES: A UTILITY EASEMENT IS HEREBY GRANTED OVER, ACROSS AND UPON THOSE AREAS DESIGNATED AS A UTILITY EASEMENT SHOWN HEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED BY THE OWNERS NAMED

BELOW ON THE DAY OF 2023.

HANCOCK CENTER INVESTMENTS, LLC
OWNER

SIGNED IN THE PRESENCE OF WITNESSES:

WITNESS #1

BY: _____

PRINTED NAME

WITNESS #2

BY: _____

PRINTED NAME

STATE OF FLORIDA COUNTY OF LAKE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF
☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS ____ OF ____
2023 BY _____,
WHO ARE ☐ PERSONALLY KNOWN TO ME OR ☐ WHO HAVE PRODUCED
_____ AS IDENTIFICATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

REVIEWER STATEMENT

PURSUANT TO SECTION 177.081, F.S., I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES, AND FIND SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER, PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

SIGNATURE

DATE

JENNINGS E. GRIFFIN
PROFESSIONAL LAND SURVEYOR NO. 4486

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD

ON _____ AT: _____

FILE NO. _____

CLERK OF THE CIRCUIT COURT
IN AND FOR LAKE COUNTY, FLORIDA

NOT REQUIRED



AGENDA ITEM

Meeting Date																																															
Tuesday, August 22, 2023																																															
Agenda Item Name																																															
Surplus Request																																															
Requested Action																																															
Requesting approval to declare end-of-life inventory as surplus from Parks and Recreation Department, City Managers Office, Police Department, Information Technology Department, and Finance Department and dispose of it in accordance with the Procurement Policy.																																															
Staff Report																																															
The Procurement Services Department, on behalf of the Parks and Recreation Department, City Managers Office, Information Technology Department, Police Department, and Finance Department recommends approval of the above action. The following inventory has reached their end-of-life service and approval to surplus these items is being requested. <u>Information Technology Department</u> <table> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>APC 48VDC Battery Module</td> </tr> <tr> <td>(1)</td> <td>8 Bay Network Storage Device DroboPro</td> </tr> <tr> <td>(1)</td> <td>Network Video Recorder</td> </tr> <tr> <td>(1)</td> <td>Honeywell Digital Video Recorder 16 Channel</td> </tr> <tr> <td>(1)</td> <td>Desktop UPS Smart-UPS</td> </tr> <tr> <td>(2)</td> <td>Aerohive Wireless Access Point</td> </tr> <tr> <td>(3)</td> <td>Dell Computer Monitor</td> </tr> <tr> <td>(3)</td> <td>APC Rack Mounty UPS</td> </tr> <tr> <td>(1)</td> <td>PAC rack Mounty Battery Pack</td> </tr> </table> <u>Parks and Recreation Department</u> <table> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Old Commerical Refridgerator</td> </tr> <tr> <td>(1)</td> <td>Old Commercial Freezer</td> </tr> <tr> <td>(1)</td> <td>Old Gas Stove/Oven</td> </tr> </table> <u>City Managers Office</u> <table> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Broken HSM Shredder</td> </tr> </table> <u>Police Department</u> <table> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(3)</td> <td>Stop Stick Sets</td> </tr> <tr> <td>(15)</td> <td>Old Axxon X26P Tasers Handle Only</td> </tr> <tr> <td>(1)</td> <td>Broken Kustom Hand-Held Laser</td> </tr> <tr> <td>(1)</td> <td>Broken Hand-Held Radar</td> </tr> </table> <u>Finance Department</u> <table> <tr> <td>Qty.</td> <td>Property Description</td> </tr> <tr> <td>(1)</td> <td>Desk</td> </tr> </table>		Qty.	Property Description	(1)	APC 48VDC Battery Module	(1)	8 Bay Network Storage Device DroboPro	(1)	Network Video Recorder	(1)	Honeywell Digital Video Recorder 16 Channel	(1)	Desktop UPS Smart-UPS	(2)	Aerohive Wireless Access Point	(3)	Dell Computer Monitor	(3)	APC Rack Mounty UPS	(1)	PAC rack Mounty Battery Pack	Qty.	Property Description	(1)	Old Commerical Refridgerator	(1)	Old Commercial Freezer	(1)	Old Gas Stove/Oven	Qty.	Property Description	(1)	Broken HSM Shredder	Qty.	Property Description	(3)	Stop Stick Sets	(15)	Old Axxon X26P Tasers Handle Only	(1)	Broken Kustom Hand-Held Laser	(1)	Broken Hand-Held Radar	Qty.	Property Description	(1)	Desk
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(1)	Desk																																														

(2) Chairs

The salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. The non-salvageable property will be disposed of appropriately.

Additional Analysis

Fiscal Impact Summary

The surplus property anticipated value is \$5,000.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---|---|
| 1. | Information Technology Department Disposals | Information Technology Department Disposals.pdf |
| 2. | Parks and Recreation Disposal Form | Parks and Recreation Disposal Form.pdf |
| 3. | Police Department Disposal Forms | Police Department Disposal Forms.pdf |
| 4. | Finance Disposal Form | Finance Disposal Form.pdf |
| 5. | City Manager Disposal Form | City Manager Disposal Form.pdf |



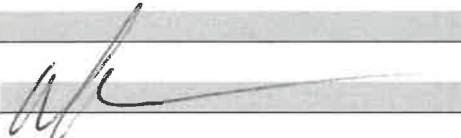
PROPERTY DISPOSAL FORM

Dept. / Division: INFO. TECH. Property Tag #: 10286
Contact Person: Matt Noyce Phone: 7379
Year / Make / Model: DroboPro DRPR1-A Vehicle No.
Miles / Hours: Serial / VIN: TDB093740279
Description of Property 8 Bay NAS

☐ 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: 7/26/23

*****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: P&R/EVENTS ☒ Property Tag #: _____
Contact Person: Robyn Rice Phone: _____
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Commercial Refrigerator

☐ 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).
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- ☐ **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: 7/23/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/EVENTS ☒ Property Tag #: _____
Contact Person: Robyn Rice Phone: _____
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Commercial Freezer

☐ 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.
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- ☐ **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: 7/25/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/EVENTS ☒ Property Tag #: _____
Contact Person: Robyn Rice Phone: _____
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Gas Stove/Oven

☐ 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.
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- ☐ **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: 7/5/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #:
Contact Person: DEBBIE ARROYO Phone:
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN: NONE
Description of Property STOP STICKS - 3 SETS

☐ 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.
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- ☐ **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:** WE DO NOT USE THESE STOP STICKS - CAN BE SOLD
3 SETS

Director Signature: [Signature] Date: 7-29-23

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

Date Approved by City Council: Agenda Item:

Method of Disposal: Date Disposed:

Procurement Director: Date:

Munis Asset Number:

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X120096T6
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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).
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- ☐ **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:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature: 

Date: 7.24.23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X12008W3E
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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.
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- ☐ **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:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature: [Signature]

Date: 7.24.23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



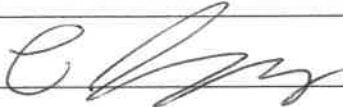
PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X1200721T
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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.
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- ☐ **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:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature: 

Date: 7-24-23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X120075X6
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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).
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- ☐ **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:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature: 

Date: 7-24-23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X120080T0
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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.
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- ☒ **OTHER:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature: [Signature]

Date: 7-24-23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X12006KNP
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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.
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- ☒ **OTHER:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature: 

Date: 7.24.23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X12002YX6
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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.
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- ☒ **OTHER:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature:  Date: 7-24-23

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

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Procurement Director: _____ Date: _____
Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X12006KN6
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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.
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- ☒ **OTHER:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature: [Signature] Date: 7-24-23

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

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Procurement Director: _____ Date: _____
Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X12009KME
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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.
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- ☒ **OTHER:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature: 

Date: 7 24 23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X120069N6
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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.
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- ☒ **OTHER:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature:  Date: 7.24.23

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

Date Approved by City Council: _____ Agenda Item: _____
Method of Disposal: _____ Date Disposed: _____
Procurement Director: _____ Date: _____
Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X12009CDW
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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.
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- ☒ **OTHER:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature: [Signature]

Date: 7/24/23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X120075MK
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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.
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- ☒ **OTHER:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature: [Signature]

Date: 7-24-23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X12006KVP
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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.
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- ☒ **OTHER:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature: _____

Date: 7.24.23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X12003T61
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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.
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- ☒ **OTHER:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature: _____

Date: 7.24.23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: _____
Contact Person: DEBBIE ARROYO Phone: 352-536-8424
Year / Make / Model: AXON TASER X26P Vehicle No. _____
Miles / Hours: _____ Serial / VIN: X12007VRK
Description of Property AXON TASER X26P HANDLE ONLY

☐ 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.
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- ☒ **OTHER:** POSSIBLY CAN BE SOLD - MET IT'S 5 YEAR WARRANTY

Director Signature: [Signature]

Date: 7.24.23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00042
Contact Person: T. STONE Phone: 352-536-8460
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: LP03812
Description of Property KUSTOM HAND-HELD LASER

☐ 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.
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- ☐ **OTHER:** _____

Director Signature: 

Date: 7-16-23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: CPD00042
Contact Person: T. STONE Phone: 352-536-8460
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: FFR11828
Description of Property FALCON HAND-HELD RADAR

☐ 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.

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☐ **OTHER:** _____

Director Signature: _____

Date: 7-11-23

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Procurement Director: _____

Date: _____

Munis Asset Number: _____

Revised 5/2/2023



PROPERTY DISPOSAL FORM

Dept. / Division: CITY MANAGER Property Tag #: n/a
Contact Person: Becki Young Phone: 352-241-7339
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property HSM Shredstar PS820C

☐ 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.
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☐ **OTHER:** _____

Director Signature:  Date: Aug 1, 2023

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

Date Approved by City Council: _____ Agenda Item: _____

Method of Disposal: _____ Date Disposed: _____

Procurement Director: _____ Date: _____

Munis Asset Number: _____

Revised 5/2/2023



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 22, 2023		
Agenda Item Name		
Employment Policies Manual Amendment Section 4.8		
Requested Action		
Amend the Employment Policies Manual, Chapter 4: Compensation/Salary Administration, Section 4.8 Storm or Other Disaster Pay and Leave.		
Staff Report		
Staff proposes that the Employment Policies Manual approved and adopted by the City Council on March 23, 2021, be amended with regard to Chapter 4: Compensation/Salary Administration, Section 4.8 Storm or Other Disaster Pay and Leave. • Add language to Storm Leave to clarify that the amount of Storm Leave paid is for scheduled hours not worked, and new language that specifies employees who are on an approved absence (e.g., vacation, sick or other) will not be paid Storm Leave as they were not scheduled to be on-duty during the City-declared emergency. • Amend the amount of Storm Worked Pay from 1.5 times to 2.5 times an employee's normal pay for hours worked up to their regular daily hours and 1.5 times their normal pay for all additional hours worked beyond their regular total daily/weekly hours. Storm Worked Pay is reimbursable by FEMA. Add language to clarify how on-call is administered during a storm and how employees who are working from home during a storm will be paid. • Add a new subsection 4.8 C. Storm Prep Pay to provide non-exempt employees (except police officers and firefighters) Storm Worked Pay at 1.5 times their regular hourly pay rate when they are required to work outside of their regularly scheduled work shift to prepare for an upcoming storm prior to the declaration of state of emergency.		
Additional Analysis		
Fiscal Impact Summary		
Any changes in personnel expenses that result from the revised policy will remain eligible for FEMA reimbursement.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	8 22 2023 Storm Pay Revised Policy 2023 REDLINE	8 22 2023 Storm Pay Revised Policy 2023 REDLINE.pdf
2.	8 22 2023 Storm Pay Revised Policy 2023 CLEAN	8 22 2023 Storm Pay Revised Policy 2023 CLEAN.pdf

4.8 Storm or Other Disaster Pay and Leave

These policies apply when a City-wide state of emergency has been declared by the Mayor or in his/her absence the Mayor Pro Tem. Storm or other disaster pay and leave does not apply to ongoing or continuous states of emergency and is meant to cover short-term, limited duration states of emergency.

A. Storm Leave

Employees (except seasonal part-time) directed not to work any ~~regularly~~ scheduled hours due to the storm shall be paid Storm Leave for those total daily hours not worked at their regular hourly pay rate (e.g., 8 hours regularly scheduled, worked 3 hours, storm leave for 5 hours).

Employees who are on an approved absence (e.g., vacation, sick or other) will not be paid Storm Leave as they were not scheduled to be on-duty during the City-declared emergency.

Hours paid as Storm Leave shall not count toward overtime.

B. Storm Worked Pay

~~Non-exempt e~~Employees (except police officers and firefighters) who are required to work to support city emergency operations during the storm period as designated by the City Manager shall be paid 2.5 times their normal pay for hours worked up to their regular daily hours and in addition will be compensated at 1.5 times their normal pay for all additional hours worked beyond their regular total daily/weekly hours in accordance with Fair Labor Standards Act and Employment Policies Manual. Storm Worked Pay shall continue during the City-declared emergency, unless otherwise determined by the City Manager. City Manager will determine the end of the Storm Worked Pay period.

Employees who are on-call during the city-declared emergency will be paid in accordance with the Storm Worked pay policy above, and not the on-call pay.

Directors may authorize employees to work from home as needed to be paid at the regular rate of pay.

- ~~• any rescheduled shift due to the storm; or~~
- ~~• any hours worked in excess of their regularly scheduled shift related to the storm~~
- ~~• shall be paid Storm Worked Pay at 1.5 times their regular hourly pay rate.~~

Police officers and firefighters called in or held over shall be paid Storm Worked Pay at 1.5 times their regular hourly pay rate.

All Storm Worked Pay hours paid shall be considered time worked for purposes of overtime calculation.

C. Storm Prep Pay

Non-exempt employees (except police officers and firefighters) who are required to work outside of their regularly scheduled work shift to prepare for an upcoming storm prior to the declaration of state of emergency at the discretion of the City Manager will be paid Storm Worked Pay at 1.5 times their regular hourly pay rate. Reassignment of duties during regularly scheduled shifts does not qualify employee for Storm Prep Pay.

4.8 Storm or Other Disaster Pay and Leave

These policies apply when a City-wide state of emergency has been declared by the Mayor or in his/her absence the Mayor Pro Tem. Storm or other disaster pay and leave does not apply to ongoing or continuous states of emergency and is meant to cover short-term, limited duration states of emergency.

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Hours paid as Storm Leave shall not count toward overtime.

B. Storm Worked Pay

Non-exempt employees (except police officers and firefighters) who are required to work to support city emergency operations during the storm period as designated by the City Manager shall be paid 2.5 times their normal pay for hours worked up to their regular daily hours and in addition will be compensated at 1.5 times their normal pay for all additional hours worked beyond their regular total daily/weekly hours in accordance with Fair Labor Standards Act and Employment Policies Manual. Storm Worked Pay shall continue during the City-declared emergency, unless otherwise determined by the City Manager. City Manager will determine the end of the Storm Worked Pay period.

Employees who are on-call during the city-declared emergency will be paid in accordance with the Storm Worked pay policy above, and not the on-call pay.

Directors may authorize employees to work from home as needed to be paid at the regular rate of pay.

Police officers and firefighters called in or held over shall be paid Storm Worked Pay at 1.5 times their regular hourly pay rate.

All Storm Worked Pay hours paid shall be considered time worked for purposes of overtime calculation.

C. Storm Prep Pay

Non-exempt employees (except police officers and firefighters) who are required to work outside of their regularly scheduled work shift to prepare for an upcoming storm prior to the declaration of state of emergency at the discretion of the City Manager will be paid Storm Worked Pay at 1.5 times their regular hourly pay rate. Reassignment of duties during regularly scheduled shifts does not qualify employee for Storm Prep Pay.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date				
Tuesday, August 22, 2023				
Agenda Item Name				
Term Contract Award <i>Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation</i>				
Requested Action				
Requesting approval to award term a contract to US Infra Rehab Services, LLC., US Water Services Corporation, RCM Utilities, LLC., and Danus Utilities, Inc. to provide sanitary sewer manhole, vault, and lift station rehabilitation.				
Staff Report				
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Procurement Services Department issued a Request for Bid (RFB) number 23-058 on July 6, 2023, to establish an annual term contract for sanitary sewer manhole, vault, and lift station rehabilitation. The contract services will assist in eliminating infiltration and inflow, provide corrosion protection, repair cracks and voids, and restoration of the structural integrity of the manhole/ lift stations. Including lift station piping rehabilitation as needed. The RFB was fully competed, advertised, and complied with the City of Clermont Procurement Policy. There were four (4) responses to the solicitation. The Procurement Services Department is recommending award by group to acquire redundancy of services for backup purposes. <table border="0"> <tr> <td> Group 1 – Manhole and/or Vault Rehabilitation Danus Utilities, Inc. RCM Utilities, LLC US Infra Rehab Services LLC US Water Services Corporation </td> <td> Group 2 – Liftstation Rehabilitation Danus Utilities, Inc. RCM Utilities, LLC US Water Services Corporation </td> </tr> </table> It is recommended that the City Council approve and execute a fixed unit price term contract with US Infra Rehab Services, LLC., US Water Services Corporation, RCM Utilities, LLC., and Danus Utilities, Inc. to acquire the services of companies that provide sanitary sewer manhole, vault, and lift station rehabilitation. The initial term contract is for a three (3) year period with up to three (3) additional one (1) year renewal periods at the option of the City. The estimated annual value of this contract is \$100,000. The value for the initial term of the contract is \$300,000. The contract start date is August 23, 2023.			Group 1 – Manhole and/or Vault Rehabilitation Danus Utilities, Inc. RCM Utilities, LLC US Infra Rehab Services LLC US Water Services Corporation	Group 2 – Liftstation Rehabilitation Danus Utilities, Inc. RCM Utilities, LLC US Water Services Corporation
Group 1 – Manhole and/or Vault Rehabilitation Danus Utilities, Inc. RCM Utilities, LLC US Infra Rehab Services LLC US Water Services Corporation	Group 2 – Liftstation Rehabilitation Danus Utilities, Inc. RCM Utilities, LLC US Water Services Corporation			
Additional Analysis				
Fiscal Impact Summary				
Funding will be determined on a project-by-project basis and funded by the respective department. The current fiscal year has an available remaining budget of \$105,000. Fiscal Year 2024 has a proposed budget of \$103,000. Account code: 42535-66305-35108				
Fiscal Impact	Fund Number and Description	Available Budget Amount		
\$105,000.00	42535-66305-35108 manhole lateral REH	\$105,000.00		
Exhibits Attached (copies of original agreements)				

1.	Notice of Intent to Award	Notice of Intent to Award.pdf
2.	RFB 23-085 Tabulation	RFB 23-085 Tabulation.pdf



NOTICE OF INTENT TO AWARD
RFB No. RFB 23-085
Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

RESPONSE DEADLINE: July 6, 2023 at 2:00 pm

Thursday, July 27, 2023

After the careful and thorough review of all responses received to solicitation number RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation, the City hereby issues this Award Recommendation per group as provided below:

Group 1 – Manhole and/or Vault Rehabilitation	Group 2 – Liftstation Rehabilitation
Danus Utilities, Inc.	Danus Utilities, Inc.
RCM Utilities, LLC	RCM Utilities, LLC
US Infra Rehab Services LLC	US Water Services Corporation
US Water Services Corporation	

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



EVALUATION TABULATION

RFB No. RFB 23-085

Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

RESPONSE DEADLINE: July 6, 2023 at 2:00 pm

GROUP 1 PRICING (MANHOLE AND/OR VAULT REHABILITATION)

Award cells are green.

Line Item	Description	Quantity	Unit of Measure	Danus Utilities, Inc.	RCM Utilities, LLC	US Infra Rehab Services LLC	US Water Services Corporation
				Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Cementitious lining of Brick Manhole – 48 in. Diameter	50	VF	\$270.00	\$175.00	\$330.00	\$311.04
2	Cementitious lining of Pre-cast Manhole – 48 in. Diameter	250	VF	\$240.00	\$150.00	\$250.00	\$360.00
3	Cementitious lining of Brick Manhole – 60 in. Diameter	40	VF	\$300.00	\$195.00	\$340.00	\$414.72
4	Cementitious lining of Pre-cast Manhole – 60 in. Diameter	25	VF	\$270.00	\$185.00	\$350.00	\$453.60
5	Adjust Existing Manhole Casting within Asphalt Pavement	1	EA	\$1,325.00	\$2,050.00	\$2,700.00	\$2,160.00
6	Adjust Existing Manhole Casting within Green Area	10	EA	\$925.00	\$500.00	\$450.00	\$1,320.00
7	Furnish New Ring and Cover USF 170 (SANITARY)	1	EA	\$425.00	\$295.00	\$2,800.00	\$720.00
8	Re-Construct Manhole Bench and Flow Channel	2	EA	\$750.00	\$1,000.00	\$450.00	\$936.00

GROUP 2 PRICING (LIFSTATION REHABILITATION)

Award cells are green.

EVALUATION TABULATION

RFB No. RFB 23-085

Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

				Danus Utilities, Inc.	RCM Utilities, LLC	US Infra Rehab Services LLC	US Water Services Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100	SF	\$32.00	\$28.00	\$165.00	\$34.56
10.a	Bypass 8 in. Sewer Setup	9	EA	\$750.00	\$1,200.00	\$100.00	\$960.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4	EA	\$900.00	\$1,000.00	\$100.00	\$960.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4	EA	\$1,000.00	\$750.00	\$100.00	\$960.00
10.d	Sewer Bypass 4 in. Pump	25	Per Day	\$610.00	\$800.00	\$50.00	\$720.00
10.e	Sewer Bypass 6 in. Pump	10	Per Day	\$1,000.00	\$1,000.00	\$50.00	\$840.00
10.f	Sewer Bypass 8 in. Pump	10	Per Day	\$1,350.00	\$1,100.00	\$50.00	\$840.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10	EA	\$3,125.00	\$3,900.00	No Bid	\$3,600.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4	EA	\$3,750.00	\$4,600.00	No Bid	\$3,960.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4	EA	\$7,600.00	\$10,300.00	No Bid	\$4,392.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5	EA	\$800.00	\$500.00	No Bid	\$720.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2	EA	\$850.00	\$800.00	No Bid	\$864.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2	EA	\$900.00	\$1,200.00	No Bid	\$1,008.00

EVALUATION TABULATION

Request For Bid - Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

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EVALUATION TABULATION

RFB No. RFB 23-085

Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

				Danus Utilities, Inc.	RCM Utilities, LLC	US Infra Rehab Services LLC	US Water Services Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2	EA	\$950.00	\$1,500.00	No Bid	\$1,152.00
13	Removal of Existing Coating	200	SF	\$10.00	\$10.00	\$34.00	\$14.40
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10	EA	\$15,270.00	\$13,500.00	No Bid	\$7,200.00
14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4	EA	\$19,050.00	\$16,200.00	No Bid	\$7,400.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4	EA	\$28,150.00	\$21,500.00	No Bid	\$7,800.00
14.d	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4	EA	\$37,495.00	\$28,500.00	No Bid	\$10,800.00
14.e	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4	EA	\$45,920.00	\$35,000.00	No Bid	\$12,000.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate (Coal Tar Epoxy Coating)	5	EA	\$8,865.00	\$6,000.00	No Bid	\$4,852.00

EVALUATION TABULATION

Request For Bid - Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

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EVALUATION TABULATION

RFB No. RFB 23-085

Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

				Danus Utilities, Inc.	RCM Utilities, LLC	US Infra Rehab Services LLC	US Water Services Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
15.b	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate (Coal Tar Epoxy Coating)	2	EA	\$10,930.00	\$6,500.00	No Bid	\$5,309.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch (Coal Tar Epoxy Coating)	5	EA	\$16,460.00	\$11,200.00	No Bid	\$8,408.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch (Coal Tar Epoxy Coating)	2	EA	\$17,890.00	\$12,400.00	No Bid	\$10,906.00
17.a	Temporary Bypass Riser – 4 in.	5	EA	\$4,485.00	\$9,800.00	No Bid	\$4,248.00
17.b	Temporary Bypass Riser – 6 in.	2	EA	\$5,710.00	\$11,700.00	No Bid	\$4,320.00
17.c	Temporary Bypass Riser – 8 in.	2	EA	\$8,375.00	\$15,600.00	No Bid	\$5,040.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10	EA	\$1,972.00	\$1,900.00	No Bid	\$2,304.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	\$2,012.00	\$2,200.00	No Bid	\$3,168.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5	EA	\$2,812.00	\$2,200.00	No Bid	\$4,500.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	\$3,012.00	\$2,700.00	No Bid	\$6,187.00
20	Furnish and Install 3 in. Drain	5	EA	\$600.00	\$800.00	No Bid	\$1,152.00

EVALUATION TABULATION

Request For Bid - Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

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EVALUATION TABULATION

RFB No. RFB 23-085

Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

				Danus Utilities, Inc.	RCM Utilities, LLC	US Infra Rehab Services LLC	US Water Services Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5	EA	\$550.00	\$500.00	No Bid	\$360.00
22.a	Drain and Clean Wet Well – 6 ft.	5	EA	\$1,700.00	\$1,000.00	No Bid	\$1,440.00
22.b	Drain and Clean Wet Well – 8 ft.	2	EA	\$1,837.00	\$1,200.00	No Bid	\$1,800.00
22.c	Drain and Clean Wet Well – 10 ft.	3	EA	\$2,075.00	\$1,400.00	No Bid	\$2,160.00
22.d	Drain and Clean Wet Well – 12 ft.	3	EA	\$2,212.00	\$1,600.00	No Bid	\$2,520.00
23.a.i	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) PVC Force Main	5	EA	\$14,450.00	\$10,200.00	No Bid	\$11,877.50
23.a.ii	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) Ductile Force Main	5	EA	\$15,400.00	\$10,200.00	No Bid	\$12,377.50
23.b.i	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$14,760.00	\$10,500.00	No Bid	\$11,730.00
23.b.ii	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$15,400.00	\$10,500.00	No Bid	\$12,530.00
23.c.i	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$17,755.00	\$11,200.00	No Bid	\$19,194.00
23.c.ii	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$18,410.00	\$11,200.00	No Bid	\$20,294.00

EVALUATION TABULATION

Request For Bid - Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

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EVALUATION TABULATION

RFB No. RFB 23-085

Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

				Danus Utilities, Inc.	RCM Utilities, LLC	US Infra Rehab Services LLC	US Water Services Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
23.d.i	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$22,525.00	\$15,500.00	No Bid	\$28,699.00
23.d.ii	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$23,050.00	\$15,500.00	No Bid	\$30,099.00
23.e.i	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	\$26,320.00	\$16,000.00	No Bid	\$32,127.00
23.e.ii	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	\$26,965.00	\$16,000.00	No Bid	\$33,827.00
24.a	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original base bid price)	2	EA	\$15,200.00	\$7,500.00	No Bid	\$11,550.00
24.b	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.b – 6 in. (This price will be either added if more or subtracted if less from original base bid price)	3	EA	\$18,725.00	\$8,300.00	No Bid	\$12,160.00

EVALUATION TABULATION

Request For Bid - Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

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EVALUATION TABULATION

RFB No. RFB 23-085

Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

				Danus Utilities, Inc.	RCM Utilities, LLC	US Infra Rehab Services LLC	US Water Services Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
24.c	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.c – 8 in. (This price will be either added if more or subtracted if less from original base bid price)	3	EA	\$27,100.00	\$15,500.00	No Bid	\$13,442.00
24.d	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.d – 10 in. (This price will be either added if more or subtracted if less from original base bid price)	3	EA	\$36,375.00	\$16,500.00	No Bid	\$17,192.00
24.e	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.e – 12 in. (This price will be either added if more or subtracted if less from original base bid price)	3	EA	\$44,400.00	\$18,500.00	No Bid	\$19,050.00
25.a	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6 in.	1	EA	\$9,400.00	\$19,000.00	No Bid	\$11,248.25
25.b	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1	EA	\$12,875.00	\$19,500.00	No Bid	\$15,786.55

EVALUATION TABULATION

Request For Bid - Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

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EVALUATION TABULATION

RFB No. RFB 23-085

Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

				Danus Utilities, Inc.	RCM Utilities, LLC	US Infra Rehab Services LLC	US Water Services Corporation
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost
25.c	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10 in.	1	EA	\$17,825.00	\$24,500.00	No Bid	\$21,375.00
25.d	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12 in.	1	EA	\$24,475.00	\$20,500.00	No Bid	\$23,875.00
26.a	2-in. Line Stop Stainless Steel	1	EA	\$9,650.00	\$7,200.00	No Bid	\$7,175.00
26.b	4-in. Line Stop Stainless Steel	1	EA	\$10,950.00	\$7,800.00	No Bid	\$8,750.00
26.c	6-in. Line Stop Stainless Steel	1	EA	\$11,500.00	\$8,300.00	No Bid	\$10,188.00
26.d	8-in. Line Stop Stainless Steel	1	EA	\$12,375.00	\$8,800.00	No Bid	\$12,875.00
26.e	10-in. Line Stop Stainless Steel	1	EA	\$13,410.00	\$11,900.00	No Bid	\$21,250.00
26.f	12-in. Line Stop Stainless Steel	1	EA	\$15,725.00	\$12,400.00	No Bid	\$21,875.00
26.g	14-in. Line Stop Stainless Steel	1	EA	\$19,100.00	\$20,000.00	No Bid	\$24,375.00
26.h	16-in. Line Stop Stainless Steel	1	EA	\$22,190.00	\$20,000.00	No Bid	\$27,000.00
26.i	20-in. Line Stop Stainless Steel	1	EA	\$25,270.00	\$25,500.00	No Bid	\$33,500.00

EVALUATION TABULATION

Request For Bid - Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 22, 2023		
Agenda Item Name		
Term Contract Award <i>Park Amenities</i>		
Requested Action		
Requesting approval to award a term contract to BSN Sports, LLC. and Treetop Products, Inc. to purchase park benches, picnic tables, and trash receptacles.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Procurement Services Department issued an RFB number 23-087 on July 20, 2023, to establish a term contract to purchase benches, picnic tables, and trash receptacles. The RFB was fully competed, advertised, and complies with the City of Clermont Procurement Policy. There were five (5) responses to the solicitation. It is recommended that the City Council approve and execute a fixed unit price term contract with BSN Sports, LLC. and Treetop Products, Inc. to purchase park amenities. The initial term contract is for a three (3) year period with up to three (3) additional one (1) year renewal periods at the option of the City. The estimated annual value of this contract is \$15,000. The estimated value for the initial term of the contract is \$45,000.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project-by-project basis and funded by the respective department. The current fiscal year has an available remaining budget of \$9000.00. Department Account Code: 10542-66301		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$9,000.00	10542-66300 cap out other	\$9,000.00
Exhibits Attached (copies of original agreements)		
1. RFB 23-087 Notice of Intent to Award	RFB 23-087 Notice of Intent to Award.pdf	
2. RFB 23-087 Tabulation	RFB 23-087 Tabulation.pdf	



NOTICE OF INTENT TO AWARD
RFB No. RFB 23-087
Park Amenities - Benches, Picnic Tables and Trash Receptacles

RESPONSE DEADLINE: July 20, 2023 at 2:00 pm

Friday, August 11, 2023

After the careful and thorough review of all responses received to solicitation number RFB 23-087 titled Park Amenities - Benches, Picnic Tables and Trash Receptacles, the City hereby issues this Award Recommendation to the following companies:

BSN Sports, LLC.

Treetop Products, Inc.

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director



EVALUATION TABULATION

RFB No. RFB 23-087

Park Amenities - Benches, Picnic Tables and Trash Receptacles

RESPONSE DEADLINE: July 20, 2023 at 2:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
BSN Sports	\$45,028.82
TreeTop Products	\$49,787.55
Southern Park and Play Systems, Inc.	\$52,770.38
ConServ Company	\$53,500.00
Medley Sports Construction	\$65,526.90

TABLE 1

					BSN Sports		ConServ Company		Medley Sports Construction		Southern Park and Play Systems, Inc.		TreeTop Products	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	6' Foot Picnic Table	5	EA	\$1,006.88	\$5,034.40	\$1,389.00	\$6,945.00	\$1,304.19	\$6,520.95	\$1,195.00	\$5,975.00	\$1,250.00	\$6,250.00
X	2	8' Foot Picnic Table	5	EA	\$1,344.16	\$6,720.80	\$1,659.00	\$8,295.00	\$1,401.94	\$7,009.70	\$1,513.00	\$7,565.00	\$1,469.60	\$7,348.00
X	3	8' Foot ADA Accessible Picnic Table	5	EA	\$1,201.56	\$6,007.80	\$1,689.00	\$8,445.00	\$1,420.25	\$7,101.25	\$1,461.00	\$7,305.00	\$1,376.02	\$6,880.10
X	4	Hexagonal Picnic Table With Seating For Six	5	EA	\$992.00	\$4,960.00	\$1,424.00	\$7,120.00	\$1,867.20	\$9,336.00	\$1,375.00	\$6,875.00	\$1,070.26	\$5,351.30

EVALUATION TABULATION

RFB No. RFB 23-087

Park Amenities - Benches, Picnic Tables and Trash Receptacles

					BSN Sports		ConServ Company		Medley Sports Construction		Southern Park and Play Systems, Inc.		TreeTop Products	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	5	ADA Hexagonal Picnic Table With Seating For Four Plus Wheelchair Access	5	EA	\$965.96	\$4,829.80	\$1,389.00	\$6,945.00	\$1,803.07	\$9,015.35	\$1,329.00	\$6,645.00	\$972.52	\$4,862.60
X	6	Bench With Back	5	EA	\$629.92	\$3,149.60	\$624.00	\$3,120.00	\$800.23	\$4,001.15	\$960.00	\$4,800.00	\$491.89	\$2,459.45
X	7	Bench Without Back	5	EA	\$349.68	\$1,748.40	\$449.00	\$2,245.00	\$517.20	\$2,586.00	\$750.00	\$3,750.00	\$510.32	\$2,551.60
X	8	Trash Receptacles	5	EA	\$995.28	\$4,976.40	\$999.00	\$4,995.00	\$1,337.79	\$6,688.95	\$362.00	\$1,810.00	\$269.20	\$1,346.00
X	9	Single Park Grill	5	EA	\$308.23	\$1,541.15	\$459.00	\$2,295.00	\$413.35	\$2,066.75	\$311.00	\$1,555.00	\$418.85	\$2,094.25
X	10	Double Park Grill	5	EA	\$545.00	\$2,725.00	\$619.00	\$3,095.00	\$740.16	\$3,700.80	\$456.00	\$2,280.00	\$598.85	\$2,994.25
Total						\$41,693.35		\$53,500.00		\$58,026.90		\$48,560.00		\$42,137.55

TABLE 2

					BSN Sports		ConServ Company		Medley Sports Construction		Southern Park and Play Systems, Inc.		TreeTop Products	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Cost of Shipping/Freight (if necessary, attached a separate page with shipping costs).	1	EA	\$3,335.47	\$3,335.47	\$0.00	\$0.00	\$7,500.00	\$7,500.00	\$4,210.38	\$4,210.38	\$7,650.00	\$7,650.00
Total						\$3,335.47		\$0.00		\$7,500.00		\$4,210.38		\$7,650.00

EVALUATION TABULATION

Request For Bid - Park Amenities - Benches, Picnic Tables and Trash Receptacles

Page 2



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 22, 2023		
Agenda Item Name		
School Resource Officer Agreement		
Requested Action		
Staff Report		
This is an agreement between the Education Charter Foundation of Florida (for Imagine South Lake Charter School) and the City of Clermont for the 2023-2024 year School Resource Officer (SRO) program. The officer will provide additional security for students, school personnel, and school property. This agreement shall be for one school year beginning on August 10, 2023 and continuing through May 24, 2024.		
Additional Analysis		
Fiscal Impact Summary		
The Charter Board will pay the City of Clermont the total sum of Ninety Seven Thousand, Six Hundred and Seventy One Dollars (\$97,671.00) for one School Resource Officer pursuant to the agreement.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-2024 SRO Contract	2023-2024 SRO Contract.pdf	

**AGREEMENT BETWEEN THE EDUCATION CHARTER FOUNDATION OF FLORIDA,
AND THE CITY OF CLERMONT, FLORIDA,
FOR SCHOOL RESOURCE OFFICER PROGRAM**

This **AGREEMENT** is entered into by and between the **City of Clermont, Florida**, a Florida municipal corporation, hereinafter referred to as "**LAW ENFORCEMENT AGENCY**" and the **Education Charter Foundation of Florida**, a political subdivision of the State of Florida, hereinafter referred to as "**CHARTER BOARD**".

WITNESSETH:

WHEREAS, the CHARTER BOARD is seeking School Resource Officer (SRO) for the designated kindergarten through eighth grade charter school to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place a City of Clermont Police Officer at a designated kindergarten through eighth grade charter school for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide one (1) sworn Clermont Police Officer who is certified pursuant to Section 943.10(1) *Florida Statutes* to the CHARTER BOARD to act as an SRO at the designated kindergarten through eighth grade charter school under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for one school year, starting with the 2022-2023 school year beginning the 10th day of August, 2023 through the 24th day of May, 2024.

2. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO to the designated kindergarten through eighth grade charter school. The SRO shall interact with students and provide security at the designated kindergarten through eighth grade charter school. In addition, the SRO shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

3. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the CHARTER BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide CHARTER BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the CHARTER BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. The LAW ENFORCEMENT AGENCY liability to the CHARTER BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, nothing herein shall be construed or act as a waiver of any sovereign immunity that LAW ENFORCEMENT AGENCY may enjoy as a matter of law and under no circumstances, shall LAW ENFORCEMENT AGENCY be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds

the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

4. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SRO will be assigned under this Agreement and will also determine the particular school to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SRO to the school principal of the designated kindergarten through eighth grade charter school.

5. Dismissal and Replacement of the SRO.

A. By the LAW ENFORCEMENT AGENCY: The LAW ENFORCEMENT AGENCY may dismiss or reassign SRO with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO. Such replacement shall be assigned within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment of the current SRO. The LAW ENFORCEMENT AGENCY agrees to assign a permanent replacement as soon as practical.

B. By Charter Board: In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Charter Board's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved

to the mutual satisfaction of both the SRO's immediate supervisor and the Charter Board's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Charter Board's designee that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Charter Board's designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Charter Board's designee and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

6. Hours of Assignment. The SROs will be stationed at the designated kindergarten through eighth grade charter school for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

7. Additional Hours of Assignment. Additional hours of assignment during a two-week pay period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the LAW ENFORCEMENT AGENCY will cover the incurred overtime expense. If the school requests officers in addition to the SRO, the additional requested Officers will be paid at the approved Off Duty Detail Rate, this expense will be covered by the

CHARTER BOARD.

8. Off-Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

9. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the designated kindergarten through eighth grade charter school to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

10. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain City employees under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY and the City. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

11. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

12. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

13. Compensation. The CHARTER BOARD will pay the CITY OF CLERMONT the total sum of Ninety Seven Thousand, Six Hundred and Seventy One Dollars (\$97,671.00) for services of the one (1) SRO provided pursuant to this Agreement. Such compensation shall be invoiced to the CHARTER BOARD by the CITY OF CLERMONT in equal quarterly installments (September, November, February, and May of each year) commencing on the 1st day of September, 2023. Invoices shall be paid by the CHARTER BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the CITY OF CLERMONT agrees that the CHARTER BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida. In the event of COVID-19 or another unforeseen event that causes the shutdown of the school wherein the students work remotely and there is not a need for the SRO to be on the campus, the CHARTER BOARD will not be required to compensate the CITY OF CLERMONT for that time period.

14. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

CHARTER BOARD: Jennifer Wesner

Principal
2750 Hartwood Marsh Road
Clermont, Florida, 34711

LAW Chief of Police
ENFORCEMENT Clermont Police Department
AGENCY: 3600 S. Highway 27
 Clermont, FL 34711

Upon termination pursuant to this subsection payment will be made by the CHARTER BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

15. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto. An execution after the start date shall be effective *nunc pro tunc* to this ____ day of ____, 2023.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Charter Board of Lake County, Florida and the City of Clermont on this 3rd day of August, 2023.

THE EDUCATION CHARTER
FOUNDATION OF FLORIDA

Attest: Jennifer Wesner

By: Karin Tron

By: [Signature]
Chairperson

Approved: _____
Charter Board Attorney

Date: 8-3-23

CITY OF CLERMONT, FLORIDA

Attest: _____
Tracy Ackroyd Howe, City Clerk

By: _____
Tim Murry, Mayor

Approved: _____
Daniel Mantzaris, City Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with Clermont Police Department's standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist in the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Clermont Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation. During times that the SROs are unable to be on campus or needs to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor.
7. The SROs shall perform such duties as directed by his/her agency when school is not in

session. The principal or his designee shall advise the Officers' supervisor of the school's calendar.

8. The SROs, in coordination with school leaders, may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.

9. All student record information will be maintained in accordance with the provisions of Florida Statutes.

10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.

11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 5 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.

13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.

15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.
16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.
17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.
18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate Law Enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.
19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.
20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the principal.
21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This

provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

22. The SROs shall work with the school administration when determining whether an arrest should be made or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

25. The SRO shall notify the Department of Children and Family Services whenever the SRO becomes aware of, or has reason to suspect, that a student has been a victim of sexual abuse or other physical abuse, or has been placed in a situation that is unsafe.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 22, 2023		
Agenda Item Name		
Resolution No. 2023-031R		
Requested Action		
Staff Report		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Live Local Pending Legis Res	Live Local Pending Legis Res.pdf	
2. 2023-031R - Live Local (08.15.2023)	2023-031R - Live Local (08.15.2023).pdf	



de Beaubien · Simmons · Knight · Mantzaris · Neal

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

MEMORANDUM

TO : Mayor Murry and City Council Members

FROM : Daniel F. Mantzaris, City Attorney *DFM*

DATE : August 15, 2023

RE : SB 102 (2013-17 Laws of Florida)
Live Local Act

SB 102, known as the *Live Local Act*, became effective July 1, 2023, which, as you are aware, in summary, the bill impacts the City as follows:

- Preempts local governments' requirements regarding zoning, density, and height to allow for streamlined development of affordable multifamily rental housing in commercial, industrial, and mixed-use zoned areas under certain circumstances.
- Removes a local government's ability to approve affordable housing on residential parcels by bypassing state and local laws that may otherwise preclude such development, while retaining such right for commercial and industrial parcels.
- Removes provision in current law allowing local governments to impose rent control under certain emergency circumstances, preempting rent control ordinances entirely.
- Requires counties and cities to update and electronically publish the inventory of publicly owned properties which may be appropriate for affordable housing development.
- Authorizes the FHFC, through contract with the Florida Housing Coalition, to provide technical assistance to local governments to facilitate the use or lease of county or municipal property for affordable housing purposes.
- ***Requires local governments to maintain a public written policy outlining procedures for expediting building permits and development orders for affordable housing projects.***

Memorandum to Mayor Murry and Council Members
August 15, 2023
Page 2

- Provides that the Department of Economic Opportunity's 2018 Keys Workforce Housing Initiative, which authorized the construction of up to 1,300 affordable housing units in the Keys area, is an exception to the evacuation time requirements that otherwise apply in Monroe County.

The bill also introduces three ad valorem property tax exemptions, which first apply to the 2024 tax roll:

- An ad valorem tax exemption for land owned by a nonprofit entity that is leased for a minimum of 99 years for the purpose of providing affordable housing.
- An ad valorem tax exemption that applies to rent-restricted units within newly constructed or substantially rehabilitated developments setting aside at least 70 units for affordable housing for households earning 120 percent of the AMI or less.
- Authorizes counties and municipalities to offer, through ordinance, an ad valorem tax exemption to property owners who dedicate units for affordable housing for households earning 60 percent of the AMI or less.

Although this new legislation significantly impacts and changes how the City has been and will be reviewing multi-family projects, there remain several unanswered questions regarding implementation of the law. Additionally, the law requires that the City adopt and maintain written policies and procedures that the City currently does not have in place. (See ***bold and italics*** above). To ensure that the development community and city citizens are aware the City is working to establish policies and procedures that may impact the development of property within the City, we are recommending that the City Council adopt a Resolution declaring the City's intent in this area. The proposed resolution notifies the development community that the City is working on a policy and procedure to implement the Live Local Act. Generally, once the resolution is adopted a development seeking to use entitlements provided in the Act, will have to follow the to-be-adopted policy and procedure, regardless of where the development is in the review process. The resolution establishes an initial timeframe of six (6) months for staff to prepare and submit to the Council for approval the policies and procedures.

Once again, we are recommending approval of this Resolution. 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 Director



CITY OF CLERMONT
RESOLUTION NO. 2023-031R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT OF LAKE COUNTY, FLORIDA; PROVIDING NOTICE TO THE PUBLIC OF A PENDING ORDINANCE AND DIRECTING STAFF TO DEVELOP AND PROCESS FOR ADOPTION AN ORDINANCE TO PROVIDE FOR CERTIFICATION OF COMPLIANCE OF AFFORDABLE HOUSING PROJECTS AND OTHER POTENTIAL LAND DEVELOPMENT REGULATIONS ADDRESSING AFFORDABLE HOUSING, MIXED-USE AND MULTI-FAMILY PROJECTS TO ADDRESS THE IMPACTS OF CHAPTER 2023-17, LAWS OF FLORIDA, KNOWN AS THE LIVE LOCAL ACT. PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, recent amendments to state law as set forth in Chapter 2023-17, Laws of Florida, will preempt some provisions of the City's local comprehensive plans, zoning and land development regulation provisions for certain mixed-use projects and multi-family projects having at least 40 percent of residential units within a project being affordable housing units for at least a 30-year period; and

WHEREAS, Chapter 2023-17, Laws of Florida, does not articulate how a proposed development is intended to evidence compliance with the affordable housing requirements necessary to benefit from the preemptions afforded under Chapter 2023-17, including prior to issuance of a building permit or certificate of completion, or at any time during the minimum 30 year period provided for in the new law or set forth any penalties for non-compliance and such should be required in order to ensure that the purpose of Chapter 2023-17, Laws of Florida, is achieved; and

WHEREAS, the City staff is directed to prepare and process an ordinance to create city code and/or land development regulations, as applicable, to require evidence of and ensure compliance with the affordable housing criteria as needed for a development to benefit from the preemptions afforded under Chapter 2023- 17, Laws of Florida, and other land development regulations addressing affordable housing, mixed-use and multi-family projects; and

WHEREAS, the goal is to have such pending ordinance considered and adopted within six (6) months from the effective date of this Resolution; and

WHEREAS, the City Council of the City of Clermont wishes to place the public and all interested and/or affected parties on notice that the Council is considering city code and/or land development regulation amendments addressing the aforesaid matters; and



CITY OF CLERMONT
RESOLUTION NO. 2023-031R

WHEREAS, pursuant to the pending legislation doctrine (or pending ordinance doctrine) set forth in Smith v. City of Clearwater, 383 So. 2d 681 (Fla. 2d DCA 1980), the City declares and implements the pending ordinance doctrine concerning the zoning and land development regulations governing properties and proposed affordable housing projects, mixed-use projects and multi-family projects located within the unincorporated limits; and

WHEREAS, property owners and developers should be aware that provisions of the pending ordinance not yet adopted by the City Council may be applied to any proposed development and/or development order applications delayed until the adoption and effectiveness of such ordinance; thus, property owners and developers should not rely on existing City Code or Land Development Regulations in making investment and development related decisions; and

WHEREAS, the City Council of the City of Clermont in good faith, determines that this Resolution is in the best interest of the City and its residents and promotes the health, safety and welfare of the public.

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

SECTION 1: LEGAL FINDINGS.

The foregoing recitals are hereby adopted as legislative findings of the City Council of the City of Clermont and are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2: STAFF DIRECTIVE.

The staff is directed to prepare and process an ordinance to create county code provisions or land development regulations to require evidence of and ensure compliance with the affordable housing criteria as needed for a development to benefit from the preemptions afforded under Chapter 2023-17, Laws of Florida, and other land development regulations addressing affordable housing, mixed-use and multi-family projects. The City Council hereby implements the "pending legislation doctrine" in regard to such pending ordinance, and property owners and developers are hereby placed on notice of the same and of the recitals set forth in this Resolution.

SECTION 3: CONFLICT

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



CITY OF CLERMONT
RESOLUTION NO. 2023-031R

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: EFFECTIVE DATE

This Resolution shall be published as provided by law and it shall become law and shall take effect immediately upon its Passage.



CITY OF CLERMONT
RESOLUTION NO. 2023-031R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 22nd day of August, 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, August 22, 2023		
Agenda Item Name		
Ordinance No. 2023-022 <i>Final</i> O2B Kids		
Requested Action		
Recommend approval of Ordinance No. 2023-022		
Staff Report		
The agent, Concept Development, Inc. is requesting a voluntary annexation of the subject property which is contiguous to Clermont boundaries. The parcel is approximately 1.82 acres and has frontage on the south side of SR 50, between Ray Goodgame Parkway and Magnolia Pointe Boulevard. The property is currently under site review for development of an 11,060 square foot daycare center located in the John's Lake Landing PUD, Ordinance No. 2021-32, which was granted approval in Lake County and is approximately 309 acres. The applicant is requesting to continue development within the City and according to the approved PUD standards. The site will require City water and sewer services and has an older utility agreement adopted on November 28, 2007, which is currently in place for the entire John's Lake Landing project. The benefit of annexing into the City at this stage of the process will allow for Clermont jurisdiction over permitting and the collection of impact fees that are absent when a property is fully developed in Lake County and then annexed into the City at a later date. Upon annexation, the character of the property will be compatible with the adjacent Clermont properties as set forth in the utility agreement. Staff recommends the approval of Ordinance 2023-022.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. ORD 2023-022 - O2B Kids annexation	ORD 2023-022 - O2B Kids annexation.pdf	
2. LOCATION MAP	LOCATION MAP.pdf	
3. Survey and Legal Description	Survey and Legal Description.pdf	
4. APPROVED O2B Building Facade Elevations	APPROVED O2B Building Facade Elevations.pdf	
5. Justification for Annexation signed	Justification for Annexation signed.pdf	
6. Petition and Agent Authorization with signatory auth signed	Petition and Agent Authorization with signatory auth signed.pdf	
7. Clermont Annexation Application final	Clermont Annexation Application final.pdf	
8. Legal ad	Legal ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2023-022

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 ½ 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 EAST 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°0'00" 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, 198.9'), 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.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1.82 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.
(Alternate key #3944667)





CITY OF CLERMONT
ORDINANCE NO. 2023-022

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. 2023-022

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 22nd day of August, 2023.

CITY OF CLERMONT

Tim Murry, Mayor

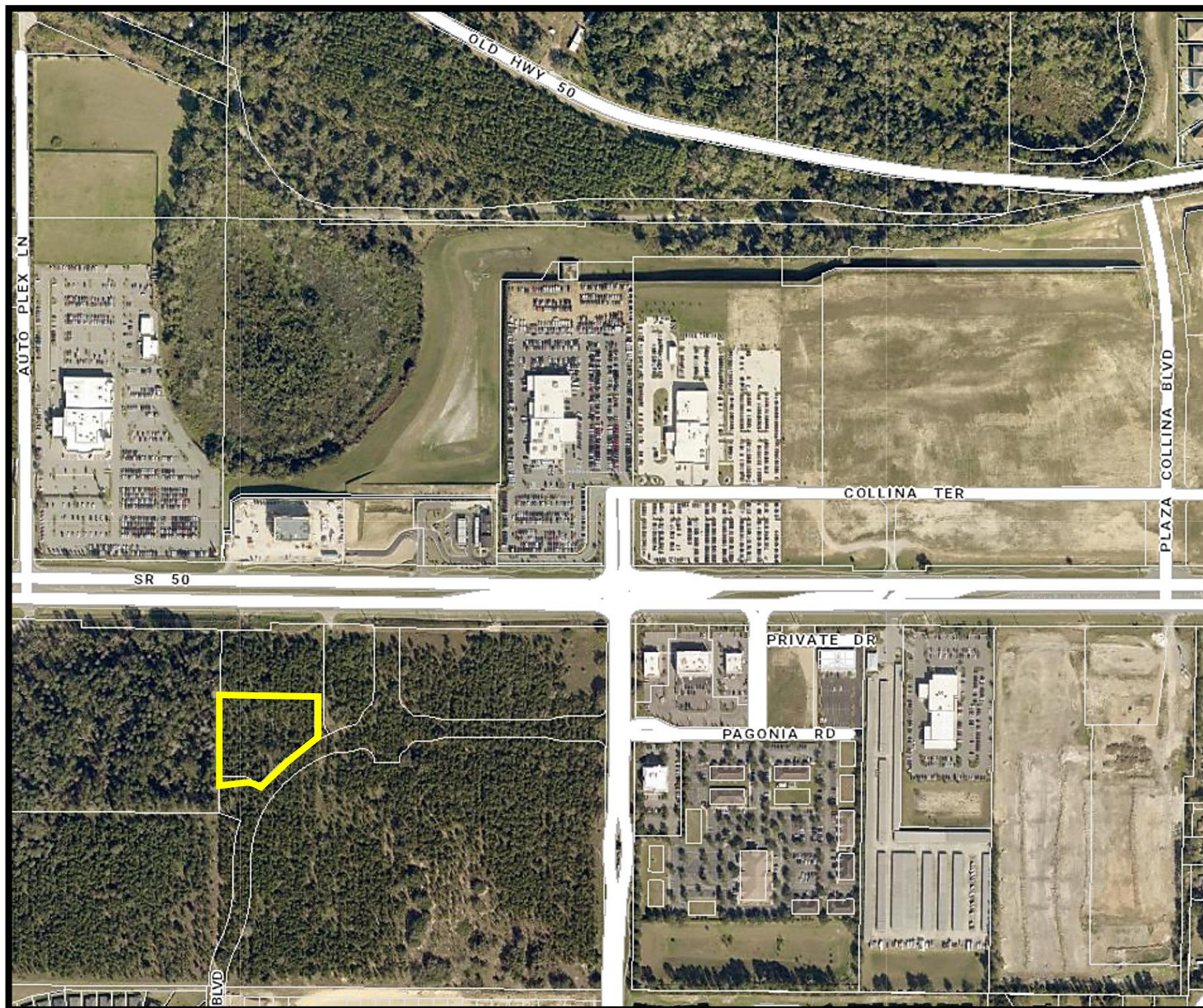
ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

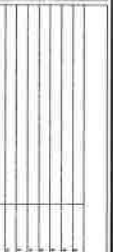
APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



OF
A PARCEL OF LAND LYING WITHIN A PORTION OF
OF SECTIONS 25 & 26, TOWNSHIP 22 SOUTH, RANGE 28 EAST
LAKE COUNTY, FLORIDA
NOT VALID WITHOUT SHEET 2 OF 2



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MAP OF ALTA/NSPS LAND TITLE SURVEY

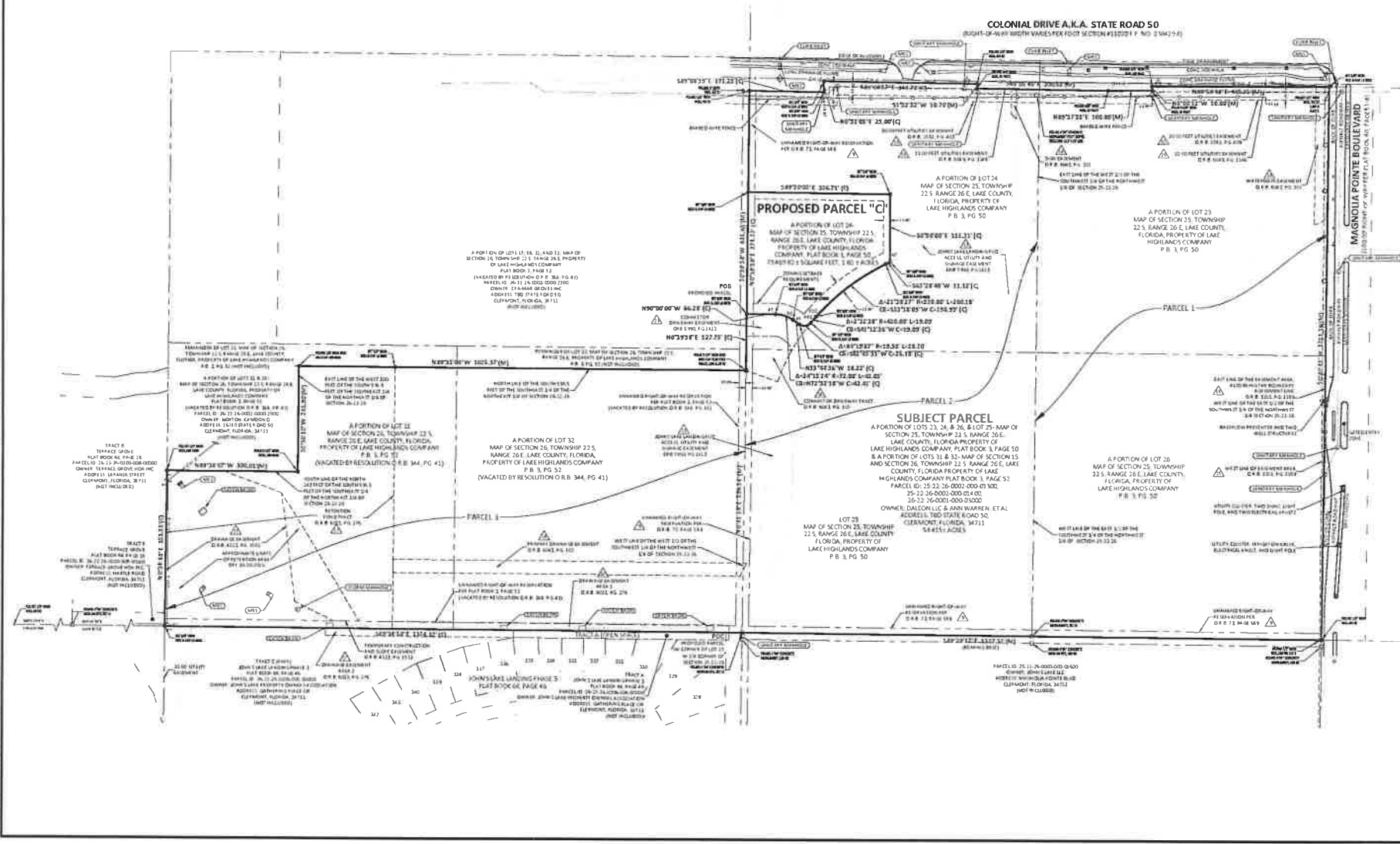
A PARCEL OF LAND LYING WITHIN A PORTION OF
OF SECTIONS 25 & 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA
NOT VALID WITHOUT SHEET 1 OF 2



GRAPHIC SCALE
1" = 100'
3" = 300'



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MAP OF ALTA/NSPS
LAND TITLE SURVEY
JOHN'S LAKE - OZB
KIDS DAYCARE

CAUTION
IF THIS SCALE BAR DOES
NOT MEASURE 1" TO
100' THIS DOCUMENT IS NOT TO
SCALE

DATE: 03/17/2021
BY: [Signature]
CHECKED: [Signature]
SHEET 2 OF 2

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:

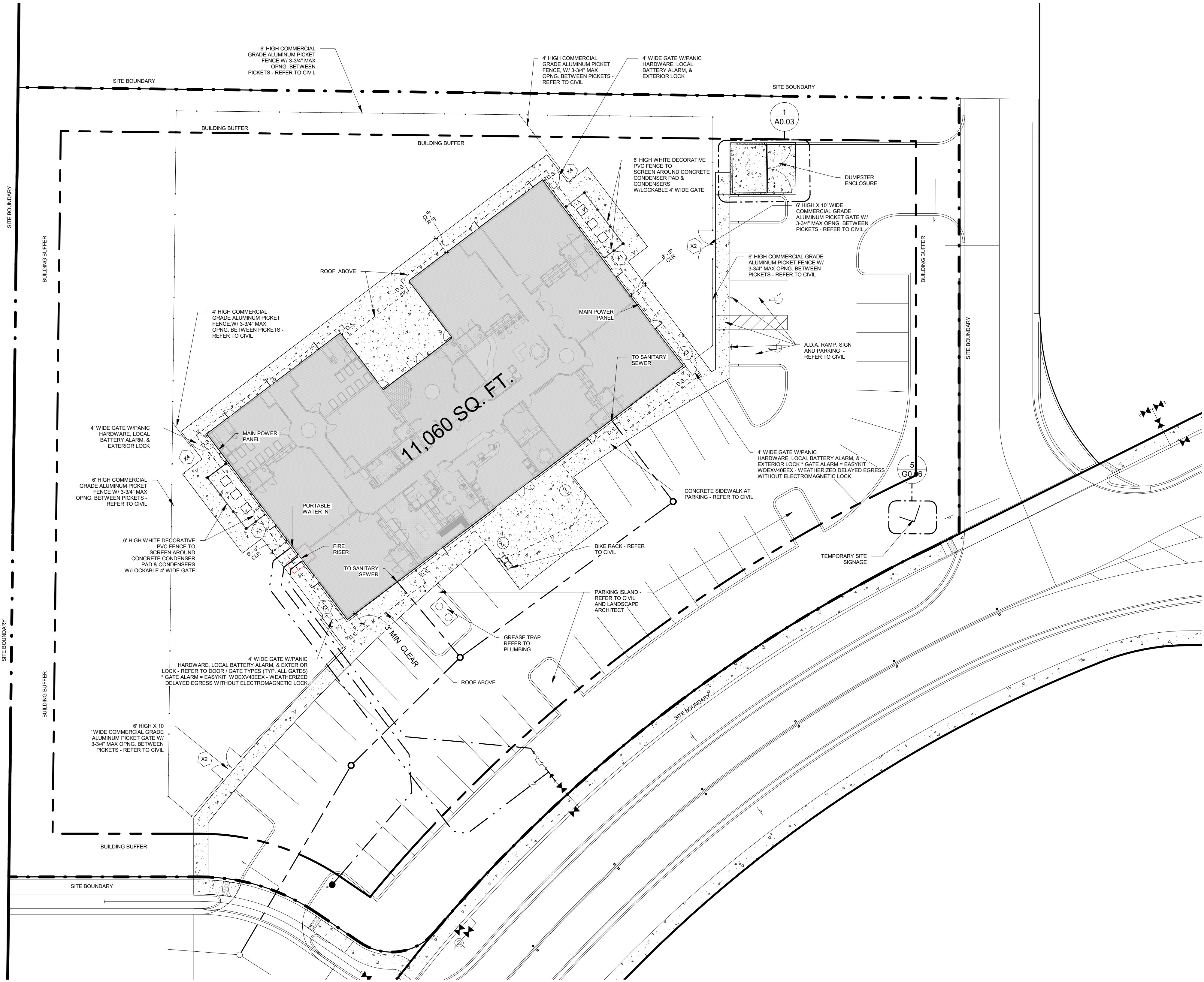
Commence at a 4"x4" concrete monument (no identification) marking the Southwest corner of said Lot 25 also being the West quarter corner of said Section 25; Thence, along the West line of said Section 25, North 0°41'28" East, 596.74 feet, to a ½ iron rod and cap (PLS 1781); Thence, continue along said West Line, North 0°39'58" East, 127.75 feet, to the Point of Beginning; Thence, continue along said East 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°0'00" 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, 198.9'), 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.



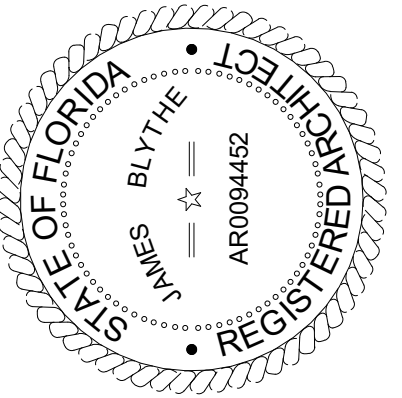
1

ARCHITECTURAL SITE PLAN - 11,060 SQ.FT. BUILDING

1" = 20'-0"

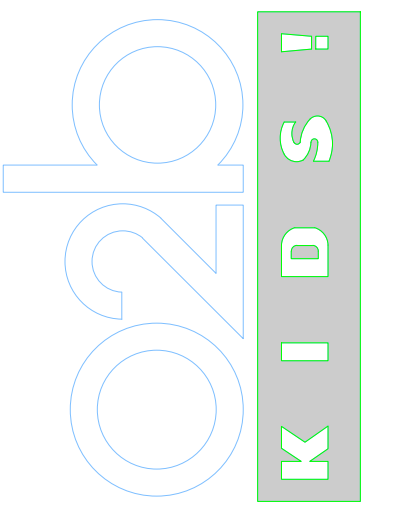


- ARCH SITE PLAN SPECIAL NOTES:**
1. THIS ARCHITECTURAL SITE PLAN IS FOR **REFERENCE ONLY**. REFER TO CIVIL PLANS FOR CONSTRUCTION AND PERMITTING
 2. ARTIFICIAL TURF TO BE INSTALLED BY O2B KIDS/TENANT OVER TO BE DETERMINED AREAS OF THE PLAYGROUND. COORDINATE FINAL GRADE AT ARTIFICIAL TURF AREAS TO BE 5" BELOW TOP OF SIDEWALK.



TO THE BEST OF THE ARCHITECT'S OR THE ENGINEER'S KNOWLEDGE, THESE PLANS AND SPECIFICATIONS COMPLY WITH ALL CITY, COUNTY, STATE AND FEDERAL BUILDING, FIRE, SAFETY, AND OTHER APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS, AND CODES. THE ARCHITECT OR ENGINEER DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT OR ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS NOTED IN THESE PLANS OR SPECIFICATIONS.

O2B CLERMONT MAGNOLIA POINTE CLERMONT, FL



REVISIONS			
NO.	DATE	REF.	BY:

DRAWING STATUS: 100% CONSTRUCTION DOCUMENTS	
ISSUE DATE: 03.10.2023	
DRAWN BY: SGE	CHECKED BY: STB
PROJECT NUMBER: 22034	
DRAWING TITLE: ARCHITECTURE SITE PLAN	

SHEET NO.
A0.02
DATE/TIME STAMP:
4/5/2023 12:30:59 PM



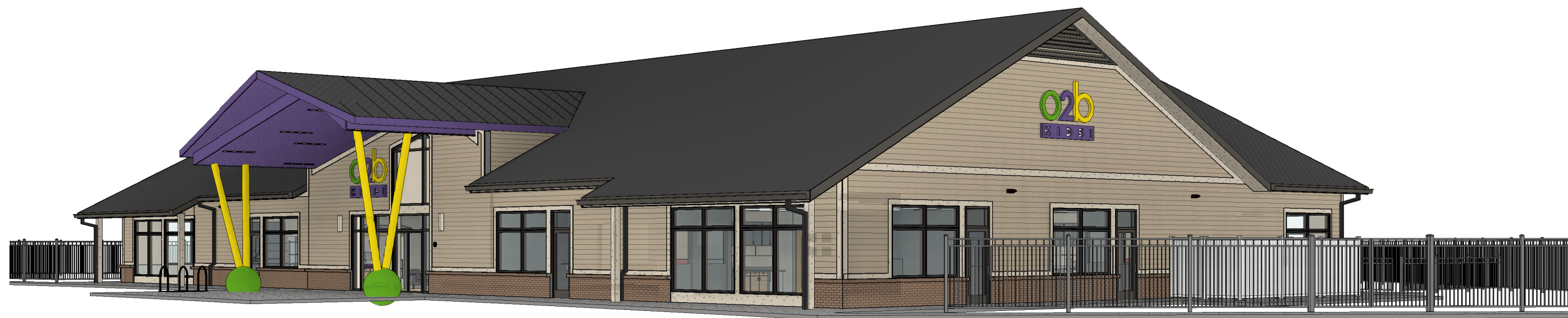
3 REAR LEFT



4 REAR RIGHT

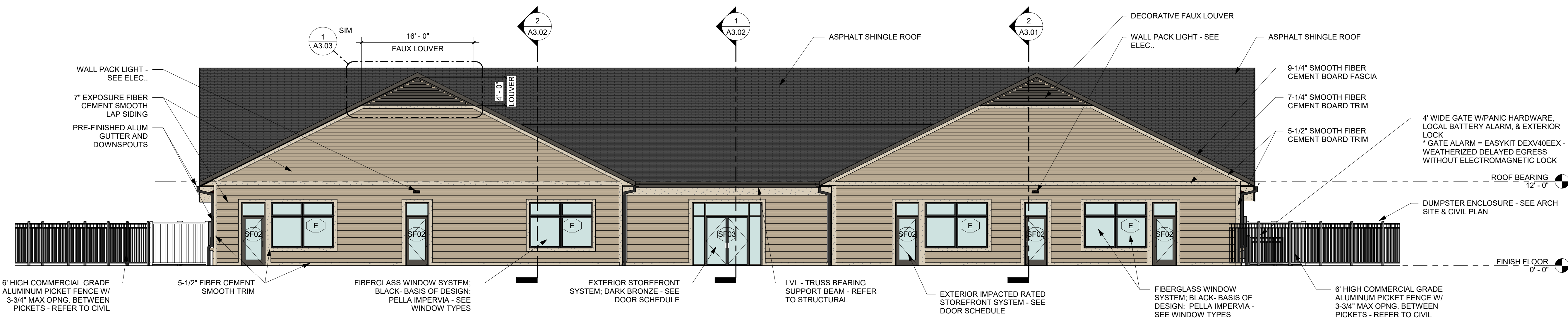


1 FRONT LEFT

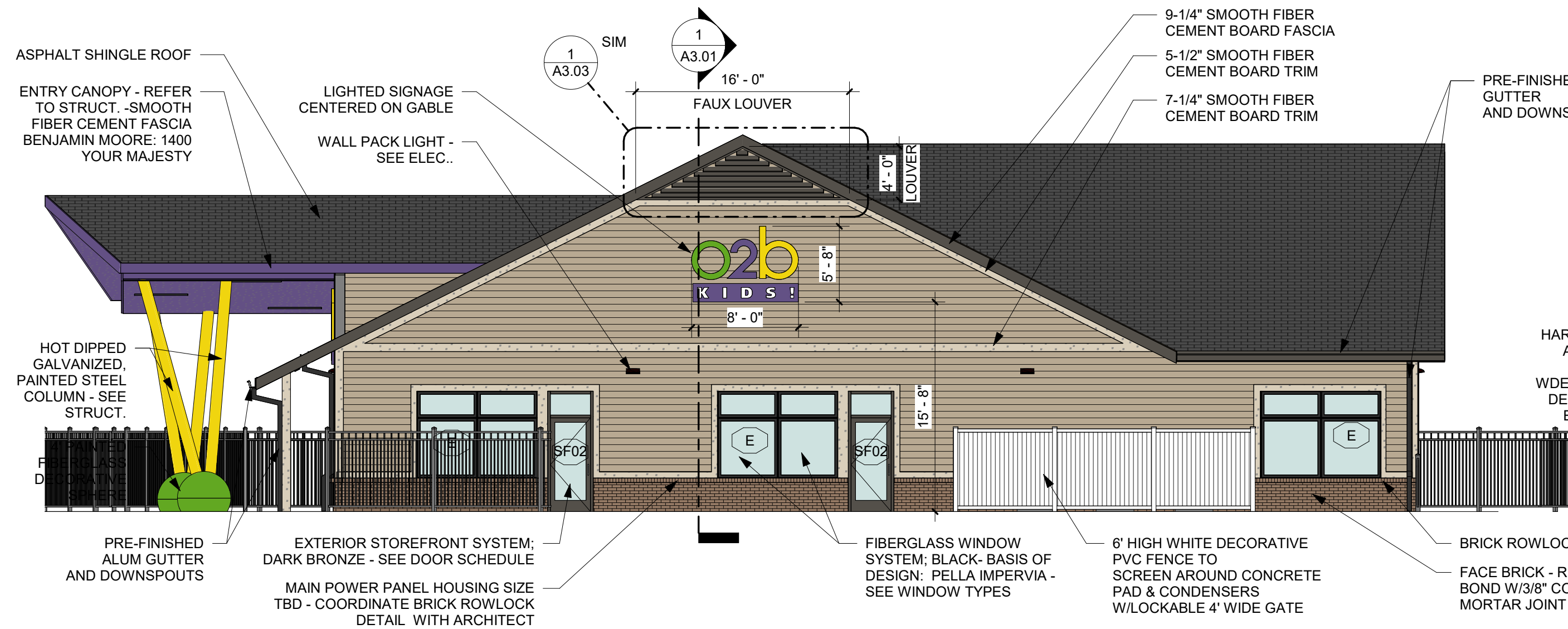


2 FRONT RIGHT

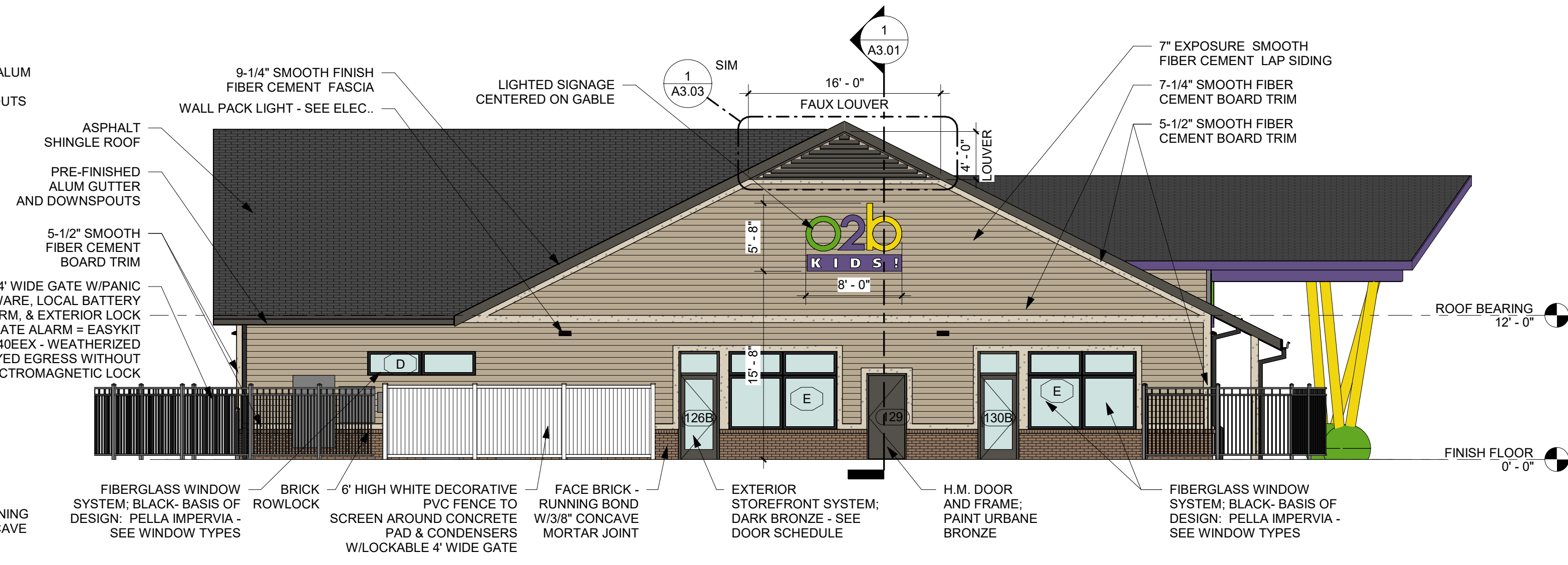




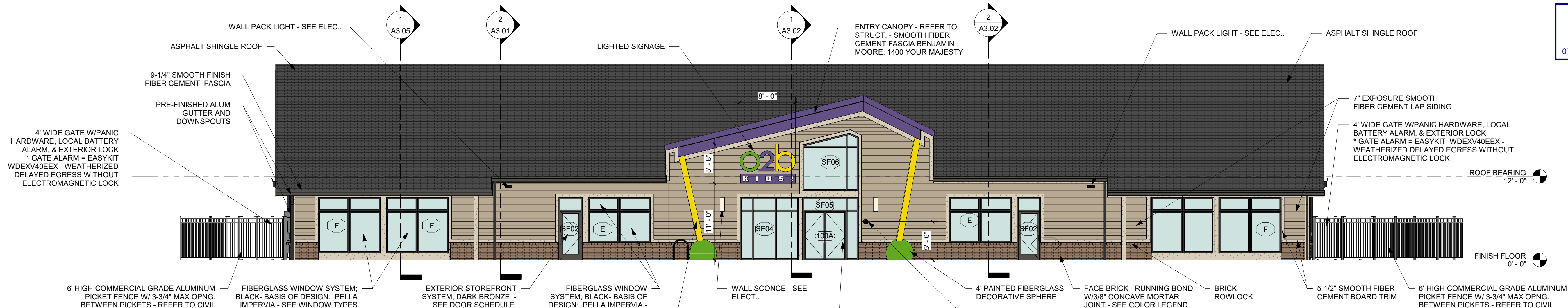
4 BUILDING ELEVATION - WEST
1/8" = 1'-0"



2 BUILDING ELEVATION - NORTH
1/8" = 1'-0"



3 BUILDING ELEVATION - SOUTH
1/8" = 1'-0"



1 BUILDING ELEVATION - EAST
1/8" = 1'-0"

EXTERIOR COMPONENT COLOR LEGEND

- FACE BRICK
- 3/8" CONCAVE MORTAR JOINT
- 7" FIBER CEMENT SMOOTH LAP SIDING
- 5-1/2" FIBER CEMENT SMOOTH TRIM
- 9-1/4" FIBER CEMENT FASCIA
- 9-1/4" ENTRY CANOPY FIBER CEMENT FASCIA
- 24" VENTED SMOOTH SOFFIT (TYPICAL)
- 4x8' SMOOTH FIBER CEMENT PANEL - ENTRY CANOPY CEILING
- 4x8' SMOOTH FIBER CEMENT PANEL - COVERED PLAY AREA CEILING

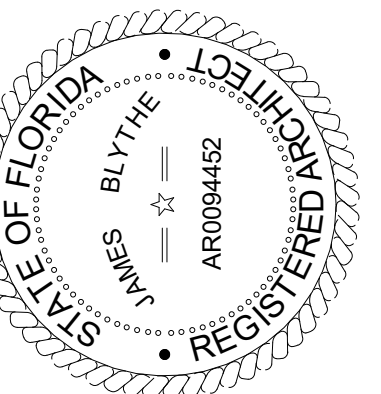
- SIOUX CITY BRICK, COLOR: BADLANDS SMOOTH
- GLEN-GERY BLEND, COLOR: G-209
- UNIVERSAL KHAKI - SW 6150
- URBANE BRONZE - SW 7048
- URBANE BRONZE - SW 7048
- BENJAMIN MOORE: 1400 YOUR MAJESTY
- URBANE BRONZE - SW 7048
- BENJAMIN MOORE: 1400 YOUR MAJESTY
- URBANE BRONZE - SW 7048

- ENTRY CANOPY STEEL COLUMN
- ENTRY CANOPY COLUMN SPHERE
- EXTERIOR HOLLOW METAL DOOR FRAMES
- EXTERIOR HOLLOW METAL DOOR TRIM
- GUTTERS AND DOWNSPOUTS
- ASPHALT SHINGLES
- SHINGLE METAL DRIP EDGE
- EXTERIOR MECH WALL VENTS

- DAISY - SW 6910
- OUTRAGEOUS GREEN - SW 6922
- DARK BRONZE
- DARK BRONZE
- CERTAINTED LANDMARK, COLOR: BLACK WALNUT
- URBANE BRONZE - SW 7048
- UNIVERSAL KHAKI - SW 6150

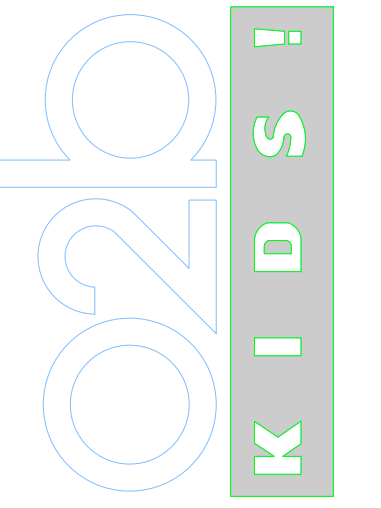
FLORIDA PRODUCT APPROVAL

PRODUCT	APPROVAL #	MANUFACTURER
EXTERIOR SWINGING DOOR	FL 1591.1	ALLEGION STEELCRAFT H
EXTERIOR WINDOWS	FL 13844-R11	PELLA IMPERVIA
EXTERIOR SIDING	FL 13192.2	JAMES HARDIE PLANK
SOFFITS	FL 13265.1	JAMES HARDIE SOFFIT
STOREFRONT	FL 7237.1-2	KAWNEER TRIFAB 451/451T
SHINGLE ROOF	FL 5444.1	CERTAINTEDD ASPHALT SHINGLES



TO THE BEST OF THE ARCHITECT'S OR THE ARCHITECT'S EMPLOYEES' KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH ALL CITY, COUNTY, STATE AND FEDERAL BUILDING, FIRE, AND SAFETY REQUIREMENTS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN OF THE PLANS AND SPECIFICATIONS AND DOES NOT INCLUDE THE CONSTRUCTION OF THE PROJECT OR THE PERFORMANCE OF THE PROJECT.

O2B CLERMONT
MAGNOLIA POINTE
CLERMONT, FL

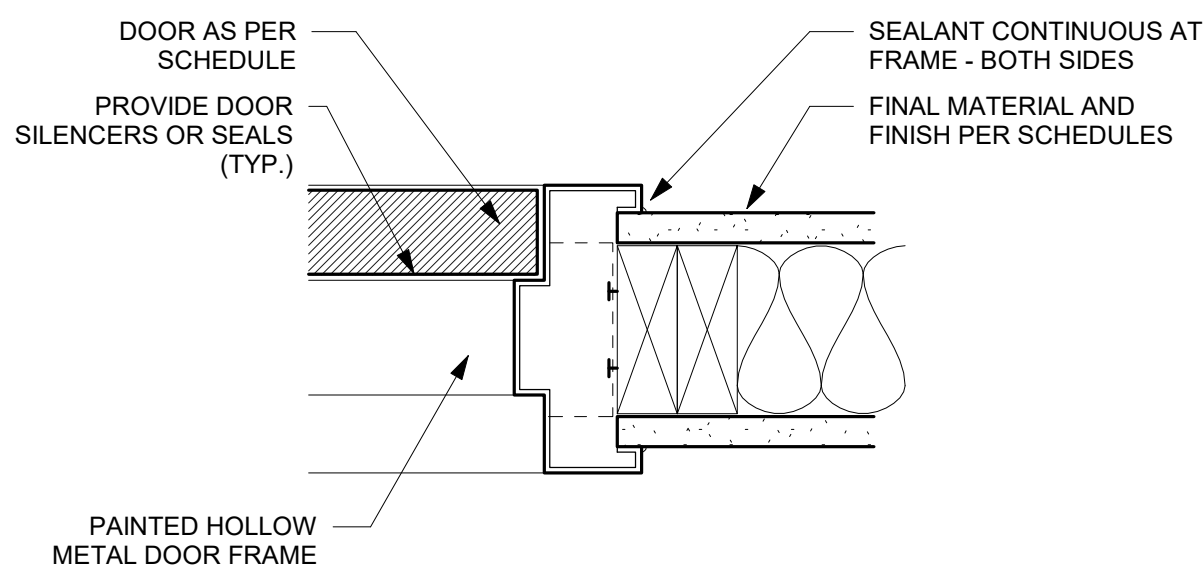


REVISIONS			
NO.	DATE	REF.	BY

DRAWING STATUS:	
100% CONSTRUCTION DOCUMENTS	
ISSUE DATE:	
03.10.2023	
DRAWN BY:	CHECKED BY:
SGE	STB
PROJECT NUMBER:	
22034	
DRAWING TITLE:	
EXTERIOR ELEVATIONS	

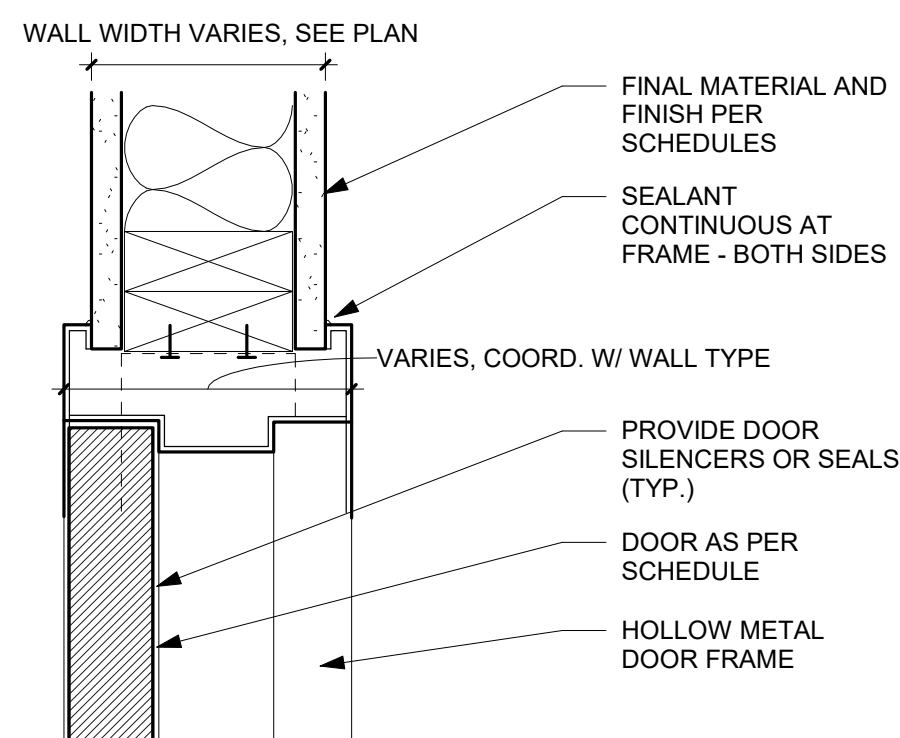
SHEET NO.
A2.01
DATE/TIME STAMP:
4/5/2023 12:31:25 PM

DOOR AND HARDWARE SCHEDULE												
DOOR #	DOOR					FRAME			FIRE RATING	HDW SET	COMMENTS	
	LOCATION	TYPE	WIDTH	HEIGHT	THKNS	MATERIAL	FRAME DEPTH	FRAME HEAD				MATERIAL
100A	EXT	G1	6'-0"	7'-0"	2"	ALUM			ALUM		*PH 1	STOREFRONT DOOR, CLOSER, *CR, *AC, *TM, *PH 1
100B	INT	G2	3'-0"	7'-0"	2"	ALUM			ALUM		*PH 2	STOREFRONT DOOR, CLOSER, *CR, *AC, *PH 2
100C	INT	G2	2'-8"	7'-0"	2"	WOOD			HM		-	GATE AT RECEPTION LATCH
102	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	120	CLOSER
103	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
104A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
104B	EXT	G2	3'-0"	7'-0"	2"	ALUM			ALUM		5.0	STOREFRONT DOOR, CLOSER, *DA, *TM
104C	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		15.0	SELF-CLOSING HINGE
106A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
106B	EXT	G2	3'-0"	7'-0"	2"	ALUM			ALUM		5.0	STOREFRONT DOOR, CLOSER, *DA, *TM
106C	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		15.0	SELF-CLOSING HINGE
106D	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		15.0	SELF-CLOSING HINGE
109A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
109B	EXT	G2	3'-0"	7'-0"	2"	ALUM			ALUM		5.0	STOREFRONT DOOR, CLOSER, *DA, *TM
109C	EXT	41	6'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	3.0	CLOSER, MAGNETIC HOLD OPEN, ASTRAGAL
109D	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		15.0	SELF-CLOSING HINGE
109E	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		15.0	SELF-CLOSING HINGE
112A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
112B	EXT	G2	3'-0"	7'-0"	2"	ALUM			ALUM		5.0	STOREFRONT DOOR, CLOSER, *DA, *TM
112C	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		15.0	SELF-CLOSING HINGE
112D	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		15.0	SELF-CLOSING HINGE
115A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
115B	EXT	G2	3'-0"	7'-0"	2"	ALUM			ALUM		5.0	STOREFRONT DOOR, CLOSER, *DA, *TM
115C	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		15.0	SELF-CLOSING HINGE
115D	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		15.0	SELF-CLOSING HINGE
118A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
119A	INT	G1	6'-0"	7'-0"	2"	ALUM			ALUM	SMOKE	80	CLOSER
119B	EXT	G1	6'-0"	7'-0"	2"	ALUM			ALUM		2.0	STOREFRONT DOOR, CLOSER, *DA, *TM
119C	INT	35	3'-0"	7'-0"	1 3/4"	HM	0'-5 3/4"	0'-2"	HM		140	
120	INT	35	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	140	CLOSER
121	INT	35	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	140	CLOSER
122A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
122B	EXT	G2	3'-0"	7'-0"	2"	ALUM			ALUM		5.0	STOREFRONT DOOR, CLOSER, *DA, *TM
122C	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		15.0	SELF-CLOSING HINGE
124A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
124B	EXT	G2	3'-0"	7'-0"	2"	ALUM			ALUM		5.0	STOREFRONT DOOR, CLOSER, *DA, *TM
125A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
125B	EXT	G2	3'-0"	7'-0"	2"	ALUM			ALUM		5.0	STOREFRONT DOOR, CLOSER, *DA, *TM
126A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
126B	EXT	G2	3'-0"	7'-0"	2"	ALUM			ALUM		5.0	STOREFRONT DOOR, CLOSER, *DA, *TM
126C	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		15.0	SELF-CLOSING HINGE
126D	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		15.0	SELF-CLOSING HINGE
129	EXT	35	3'-0"	7'-0"	1 3/4"	HM	0'-8 1/16"	0'-2"	HM		60	*TM
130A	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
130B	EXT	G2	3'-0"	7'-0"	2"	ALUM			ALUM		5.0	STOREFRONT DOOR, CLOSER, *DA, *TM, ADD OPAQUE FILM
130C	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		15.0	SELF-CLOSING HINGE
130D	INT	60	2'-6"	2'-10"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		15.0	SELF-CLOSING HINGE
133A	INT	38	3'-6"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	11.0	CLOSER
133B	EXT	G2	3'-0"	7'-0"	2"	ALUM			ALUM		13.0	STOREFRONT DOOR, CLOSER, *TM
135	INT	38	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	45 MIN	1.0	CLOSER
136A	INT	38	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	11.0	CLOSER
136B	INT	36	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	70	CLOSER
137	INT	35	2'-6"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM		1.0	PROVIDE 20" X 20" LOUVER IN DOOR
140A	EXT	G2	3'-0"	7'-0"	2"	ALUM			ALUM		40	STOREFRONT DOOR, CLOSER, *TM
140B	EXT	G2	3'-0"	7'-0"	2"	ALUM			ALUM		40	STOREFRONT DOOR, CLOSER, *TM
141	INT	38	3'-0"	7'-0"	1 3/4"	WOOD	0'-5 3/4"	0'-2"	HM	SMOKE	1.0	CLOSER



4 INT. H.M. FRAME & DOOR JAMB

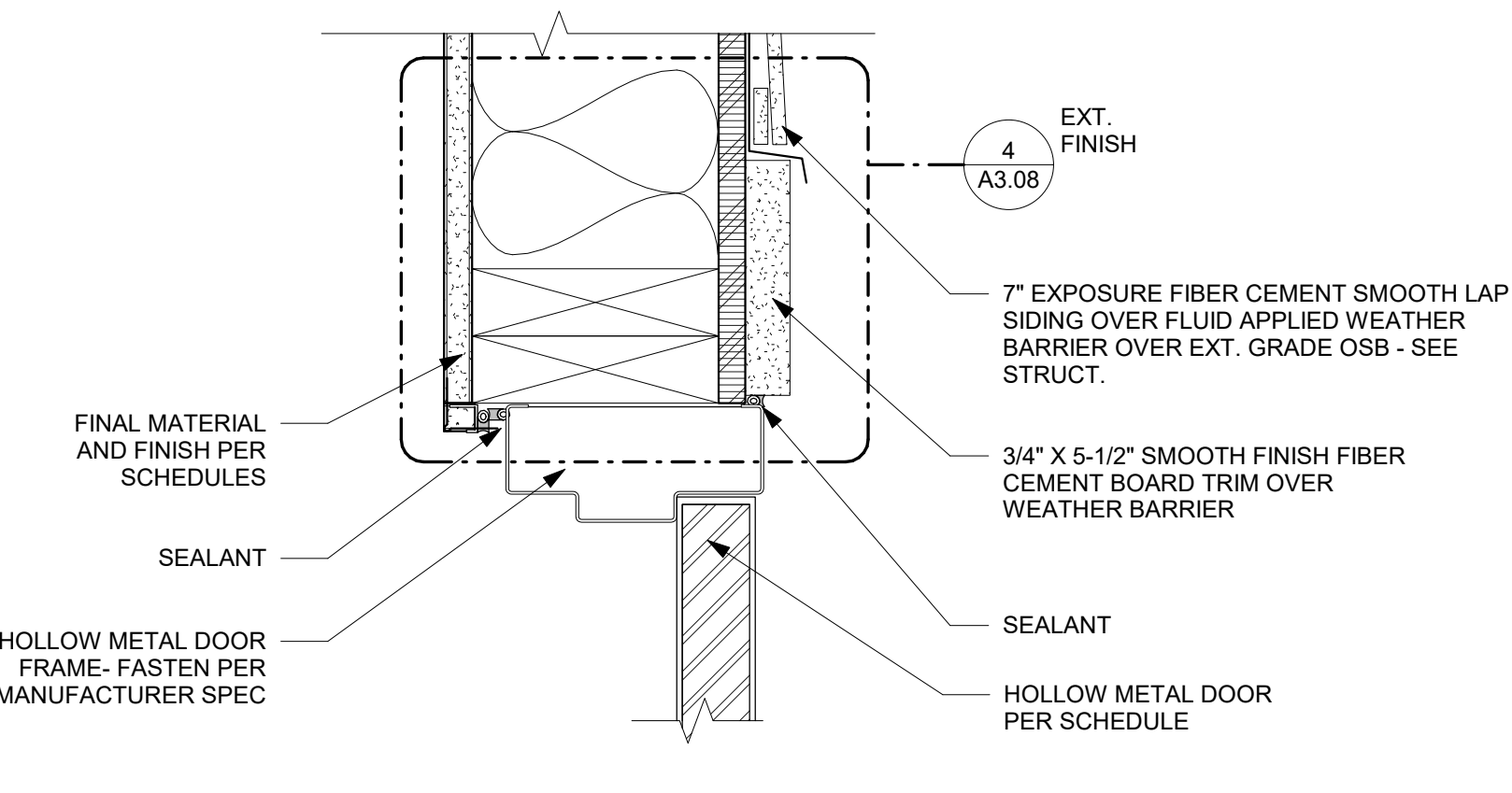
3" = 1'-0"



1 INT. H.M. FRAME & DOOR HEAD

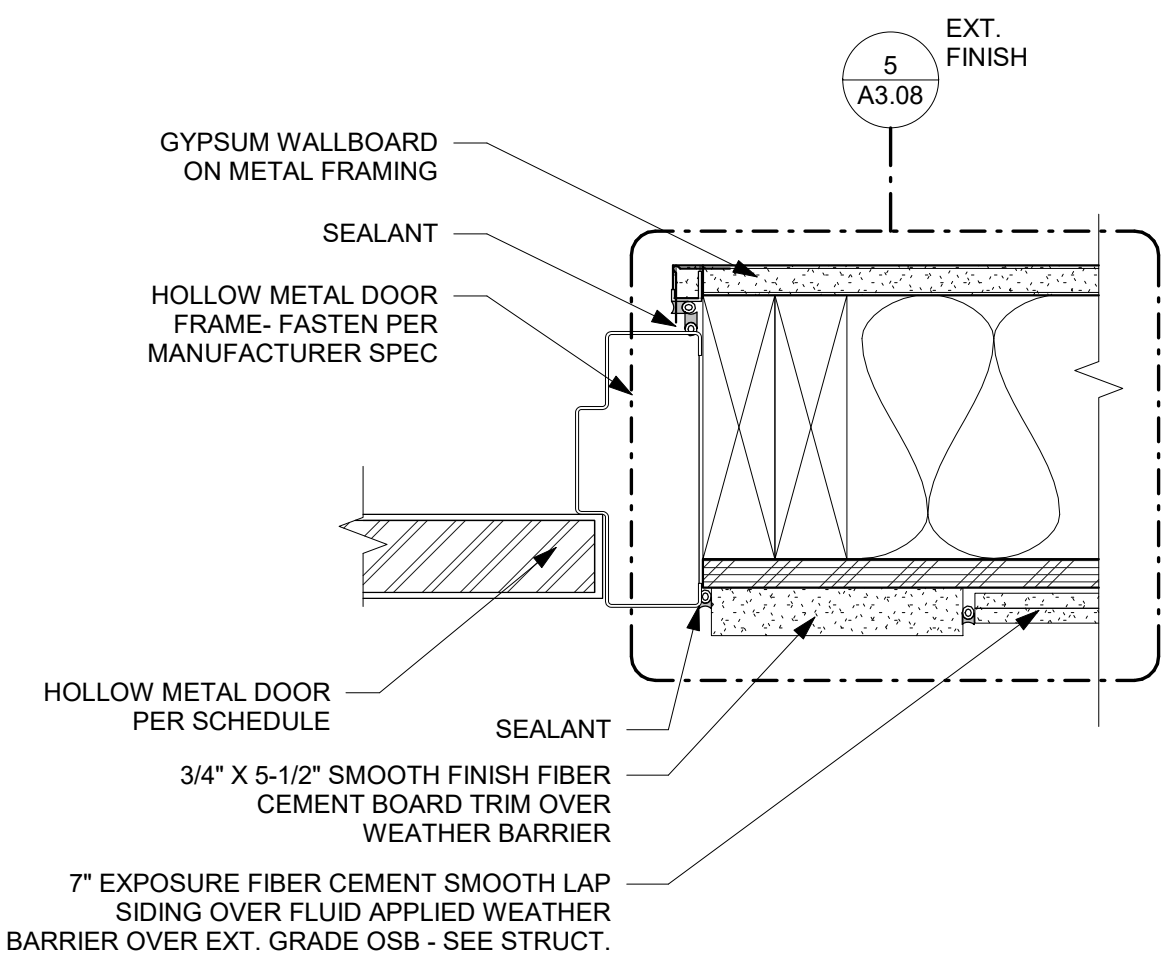
3" = 1'-0"

*AC = ACCESS CONTROL
*CR = CARD READER
*DA = SAFETY TECHNOLOGY INTERNATIONAL, INC. STI-6400 EXIT ALARM
*CR = CARD READER
*PH 1 = CVR PANIC: VON DUPRIN QEL9947, EXIT TRIM: 990NL, POWER TRANSFER: EPT-10, CLOSER: LCN 4040XPDOOR RELEASE PER FBC 1010.1.9.10 DOOR HARDWARE RELEASE; SEE GEN. DOOR NOTES
*PH 2 = RIM PANIC: VON DUPRIN QEL99, EXIT TRIM: 996L, POWER TRANSFER: EPT-10, CLOSER: LCN 4040XP DOOR RELEASE PER FBC 1010.1.9.10 DOOR HARDWARE RELEASE; SEE GEN. DOOR NOTES
*TM = THRESHOLD SET IN FULL BED OF MASTIC



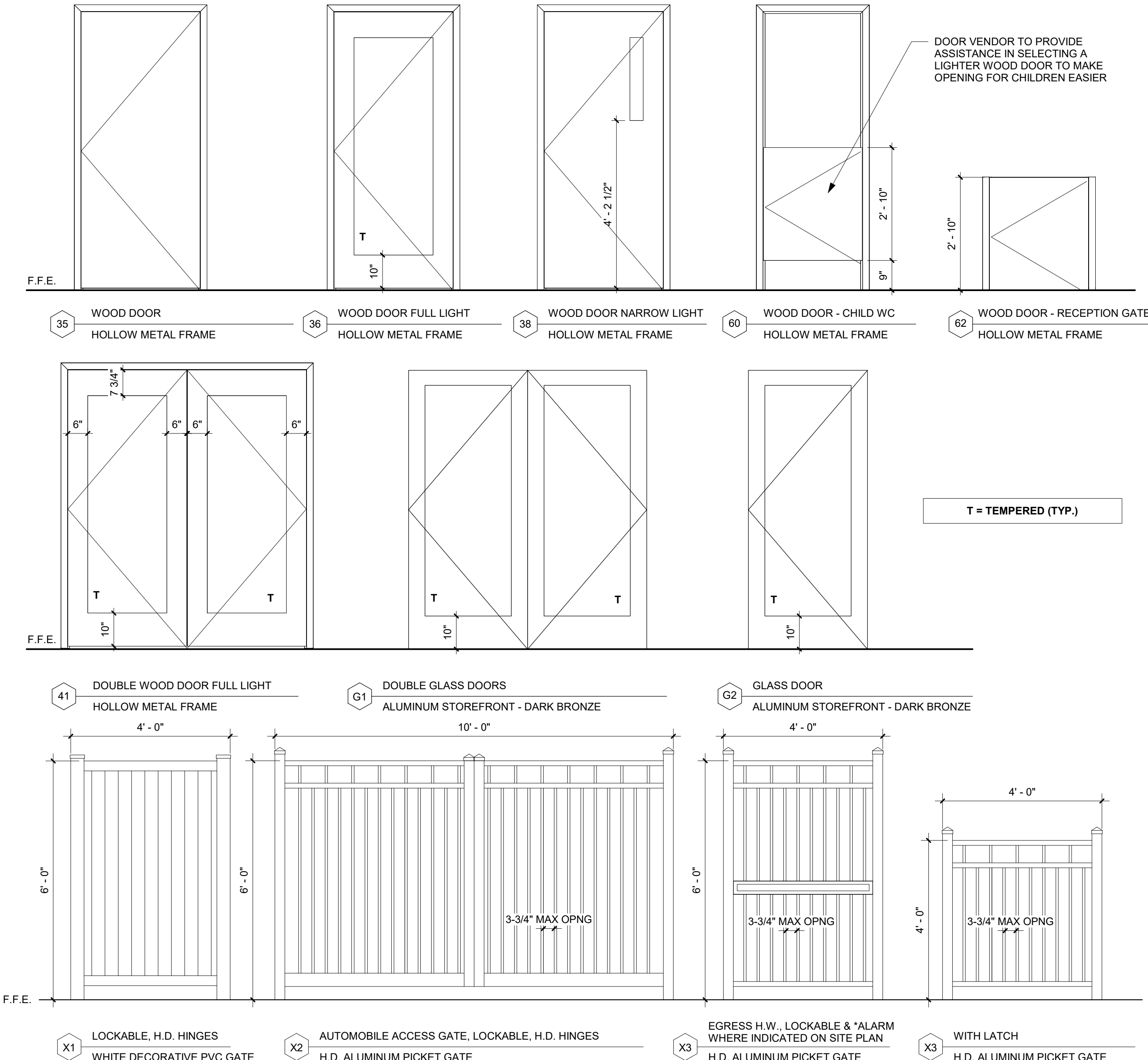
2 EXT. H.M. FRAME & DOOR HEAD

3" = 1'-0"



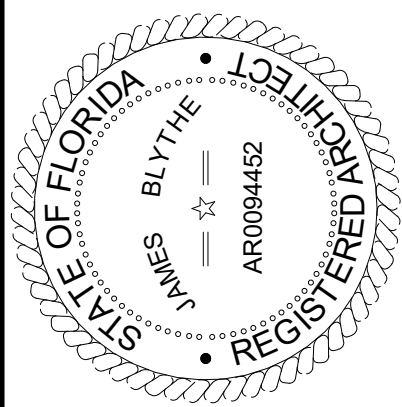
3 EXT. H.M. FRAME & DOOR JAMB

3" = 1'-0"



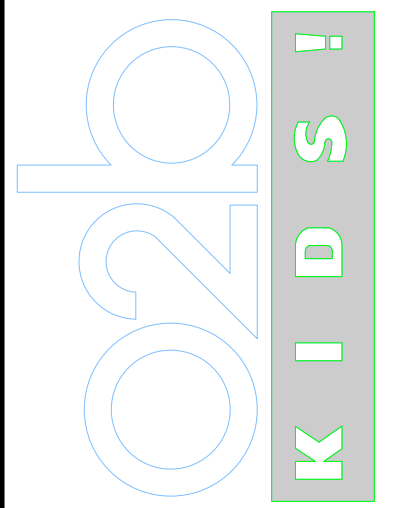
GENERAL DOOR NOTES:

- ALL DIMENSIONS SHALL BE FIELD VERIFIED PRIOR TO FABRICATION.
- PROVIDE TEMPERED GLAZING GLASS AT ALL LOCATIONS.
- ALL EXTERIOR DOOR THRESHOLD SHALL BE ALUMINUM SET IN A BED OF SEALANT.
- ALL DOOR FRAMES SHALL BE PAINTED WITH PROPER METAL PRIMER AND 2 COATS OF SPECIFIED PAINT.
- PROVIDE CONSTRUCTION TYPE APPROPRIATE BLOCKING IN WALLS WHERE WALL STOPS ARE IDENTIFIED OR SPECIFIED.
- ALL DISMILAR MATERIAL INTERSECTIONS (FRAMES/WALLS/ETC) SHALL BE CAULKED UNLESS NOTED OTHERWISE.
- ALL DOOR FRAMES SHALL RECEIVE RUBBER SOUND BUMPERS/SILENCERS UNLESS NOTED OTHERWISE.
- ALL THRESHOLDS SHALL BE SET IN BED OF SEALANT.
- GLAZING/GLASS IN WOOD STILE/RAIL DOORS SHALL BE SET IN SOLID WOOD STOPS IN SEALANT. FINISH SHALL BE SELECTED AT TIME OF SHOP DRAWINGS SUBMITTALS.
- WHERE HOLLOW METAL DOORS ARE SPECIFIED THEY SHALL BE A MIN. OF 18GA INTERIOR AND 18GA EXTERIOR GALVANIZED STEEL IN ACCORDANCE WITH SDI-100. DOORS SHALL BE FACTORY PRIMED. FABRICATE DOORS WITH HARDWARE REINFORCEMENT WELDED IN PLACE. INSTALL DOOR IN ACCORDANCE WITH SDI-100 AND DHI. DOORS/FRAMES AT THE EXT. SHALL BE DESIGNED FOR CONDITIONS AT THE PROJECT SITE IN ACCORDANCE WITH 2020 FL BLDG. CODE, 7th EDITION.
- HOLLOW METAL FRAMES SHALL BE A MIN. OF 18GA INTERIOR AND 14GA EXTERIOR COLD ROLLED STEEL IN ACCORDANCE WITH SDI-100. FRAMES SHALL BE WELDED TYPE. PREPARED FOR WEATHER-STRIPPING. WINDOWS AT EXTERIOR DOORS SHALL BE 1/4" MIN. THICKNESS LAMINATED SAFETY GLAZING/GLASS. INTERIOR HOLLOW METAL WINDOW FRAMES SHALL BE PREPARED FOR 1/4" CLEAR TEMPERED GLAZING/GLASS COMPLETE WITH STOPS AND FASTENERS. FRAMES SHALL BE FACTORY PRIMED. PROVIDE A MINIMUM OF THREE ANCHORS PER JAMB. ALL FRAMES SHALL BE FABRICATED WITH HARDWARE REINFORCEMENT PLATES WELDED IN PLACE. REINFORCE FRAMES WIDER THAN 48 INCHES WITH ROLL FORMED STEEL CHANNELS FITTED TIGHTLY INTO FRAME HEAD, FLUSH WITH TOP. INSTALL FRAMES IN ACCORDANCE WITH SDI-100 AND DHI.
- PROVIDE FLUSH INTERIOR DOORS, 1-3/4" THICK SOLID CORE CONSTRUCTION. CORE: AWI SECTION 1300, TYPE SLC-STAVE LUMBER OR PARTICLE BOARD CORE. VENEER FACING: BIRCH. ADHESIVE: TYPE I, WATERPROOF. TRIM DOOR WIDTH BY CUTTING EQUALLY ON BOTH JAMB EDGES. MACHINE CUT FOR HARDWARE. SEAL CUT SURFACES AFTER FITTING AND MACHINING. SEAL TOPS AND BOTTOMS OF WOOD DOORS. STAIN AND FINISH DOORS WITH TRANSPARENT URETHANE, 2 COATS.
- CONTRACTOR SHALL PROVIDE & INSTALL CONDUIT & POWER TO ALL DOORS LISTED FOR CARD READERS OR OTHER ACCESS CONTROLS, & COORDINATE W/OWNER, ACCESS CONTROL PROVIDER, & SUBCONTRACTORS PROVIDING DOOR HARDWARE AND FRAMES FOR BALANCE OF SYSTEMS.
- 1010.1.9.10 DOOR HARDWARE RELEASE OF ELECTRICALLY LOCKED EGRESS DOORS. DOOR HARDWARE RELEASE OF ELECTRIC LOCKING SYSTEMS SHALL BE PERMITTED ON DOORS IN THE MEANS OF EGRESS WITHIN ANY OCCUPANCY EXCEPT IN GROUP H WHERE INSTALLED AND OPERATED IN ACCORDANCE WITH ALL OF THE FOLLOWING:
 - THE DOOR HARDWARE THAT IS AFFIXED TO THE DOOR LEAF HAS AN OBVIOUS METHOD OF OPERATION THAT IS READILY OPERATED UNDER ALL LIGHTING CONDITIONS.
 - THE DOOR HARDWARE IS CAPABLE OF BEING OPERATED WITH ONE HAND AND SHALL COMPLY WITH SECTION 1010.1.9.6.
 - OPERATION OF THE DOOR HARDWARE DIRECTLY INTERRUPTS THE POWER TO THE ELECTRIC LOCK AND UNLOCKS THE DOOR IMMEDIATELY.
 - LOSS OF POWER TO THE ELECTRIC LOCKING SYSTEM AUTOMATICALLY UNLOCKS THE DOOR.
 - WHERE PANIC OR FIRE EXIT HARDWARE IS REQUIRED BY SECTION 1010.1.10, OPERATION OF THE PANIC OR FIRE EXIT HARDWARE ALSO RELEASES THE ELECTRIC LOCK.
 - THE LOCKING SYSTEM UNITS SHALL BE LISTED IN ACCORDANCE WITH UL 294.



TO THE BEST OF THE ARCHITECT'S OR THE ENGINEER'S KNOWLEDGE, THESE SPECIFICATIONS COMPLY WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS OF THE STATE OF FLORIDA AND THE FEDERAL GOVERNMENT. THE ARCHITECT OR ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE ARCHITECT OR ENGINEER IS NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT OR THE QUALITY OF THE WORKMANSHIP.

O2B CLERMONT
MAGNOLIA POINTE
CLERMONT, FL



REVISIONS

NO.	DATE	REF.	BY
-----	------	------	----

DRAWING STATUS:
100% CONSTRUCTION DOCUMENTS
ISSUE DATE:
03.10.2023
DRAWN BY: SGE
CHECKED BY: STB
PROJECT NUMBER:
22034
DRAWING TITLE:
DOOR SCHEDULE & TYPES

SHEET NO.
A6.01
DATE/TIME STAMP:
4/5/2023 12:31:25 PM



TARA L. TEDROW

tara.tedrow@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: (407) 418-6361 | F: 407-843-4444
MAIN NUMBER: 407-843-4600



May 25, 2023

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

Re: Petition for Annexation (Yuge Deals, LLLP 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 Yuge Deals, LLLP, the owner of 1.82 acres of land with Parcel ID 25-22-26-0002-000-06400 ("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 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/lak
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.

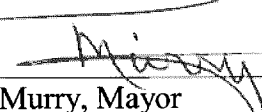
Section 9. EFFECTIVE DATE

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 _____.

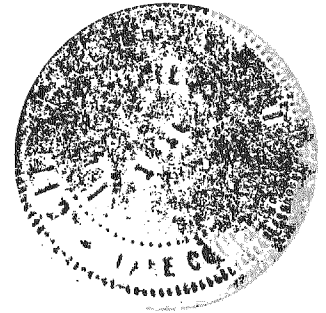
DATED this 10 day of January, 2023.

CITY OF CLERMONT


Tim Murry, Mayor

ATTEST:


Tracy Ackroyd Howe, MMC, City Clerk



{signatures continued on next page}

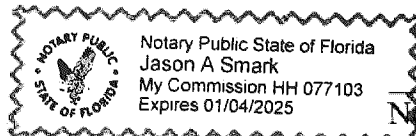
PKY CLERMONT LAND, LLC,
a Delaware limited liability company

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

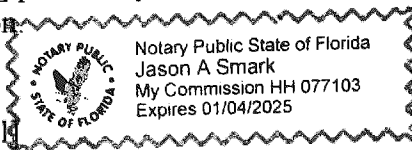
By: _____

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.

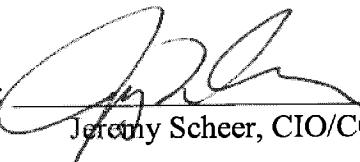
[Notary Seal]

[Signature] _____
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

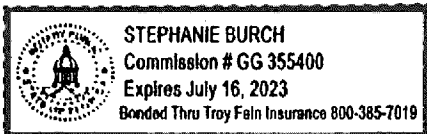
STATE OF FLORIDA
COUNTY OF St. Johns

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

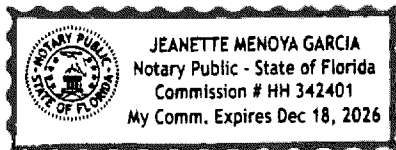
STATE OF FLORIDA
COUNTY OF Broward

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

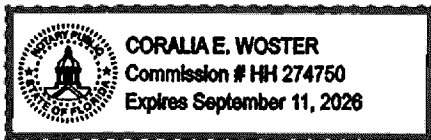


Exhibit "A"**PKY CLERMONT LAND, LLC, a Delaware limited liability company**

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 1st day of June, 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)
6-1-23
Date


Notary Public
July 16, 2023
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 6/7/23

Before me, the undersigned authority personally appeared Yuge Deals, LLLP
(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 [Signature]
Owner (signature)

X [Signature]
Agent's (signature)

Sworn to and subscribed before
me this 1st day of June,
2023.

[Signature]
Notary Public, State of FL
My commission expires:

Sworn to and subscribed before
me this 7th day of June,
2023.

[Signature]
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.



Lauren A. Korn
Notary Public
State of Florida
Comm# HH105247
Expires 3/16/2025

**UNANIMOUS CONSENT TO ACTION WITHOUT A MEETING
OF THE BOARD OF DIRECTORS OF
CONCEPT DEVELOPMENT, INC.**

The undersigned, being the sole Director of CONCEPT DEVELOPMENT, INC. (the "Company"), finding it inconvenient to assemble in a formal meeting, hereby waives prior notice of the actions described herein and consents thereto, pursuant to the provisions of Section 607.0821 of the Florida Statutes:

WHEREAS, the Company deems it in its best interest to grant signing authority to certain person(s) described hereunder.

NOW THEREFORE, BE IT RESOLVED that the Company is hereby authorized and does authorize and empower the following individuals to make, execute, endorse and deliver in the name of and on behalf of the Company, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, loan documents, certificates and other instruments of whatever nature entered into by this Company.

Brian S. Crawford
Matthew Cason
James A. Buck
Seth Lane
Stephanie Burch

Chief Executive Officer
President
Chief Financial Officer
Executive Vice President
Secretary

DATED this ____ day of May, 2023.



Brian S. Crawford, Sole Director



CHECK LIST & FILING INSTRUCTIONS

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

1. XX Application & Petition by the landowners for Annexation (pages 3 and 4).
2. XX General application form (page 5).
3. XX Authorization for agent/owner representation (page 6)
4. XX 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. XX Map showing general area of site for which Annexation is being requested.
6. XX 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: 6/7/23

FEE: \$155.⁰⁰
+ cost of advertising

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

PROJECT NAME (if applicable): O2B Kids

APPLICANT: Lowndes Law Firm c/o Tara Tedrow, Esq.

Address: 215 N. Eola Dr.
City: Orlando State: Florida Zip: 32801
Phone: 407-418-6361 Fax: 407-843-4444

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

OWNER: Yuge Deals, LLLP

Address: 1449 SW 74th Dr., Ste. 200
City: Gainesville State: Florida Zip: 32607
Phone: _____ Fax: _____

AGENT NAME (Affidavit required): Tara Tedrow, Esq.; McGregor Love, Esq.

Address: 215 N. Eola Dr.
City: Orlando State: Florida Zip: 32801
Phone: 407-418-6361 Fax: 407-843-4444
E-Mail: Tara.Tedrow@lowndes-law.com

Property address and/or general location: (TBD) Good Hearth Blvd.
Clermont, FL 34711

Area of property: 1.82 acre +/- acres, and/or 79,511 +/- sq. ft.

The property is PRESENTLY used for: vacant land

The property is PROPOSED to be used for: early childhood education facility



Existing Lake County Land Use* : Urban Low Density _____

Existing Lake County Zoning* : PUD _____

*** 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 annexation agreement recorded on 1/23/2023 in the Public Records of Lake County. _____

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

Section 25 , Township 22 , Range 26 _____

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

**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.

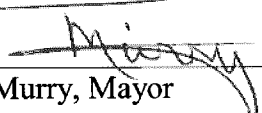
Section 9. EFFECTIVE DATE

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 _____.

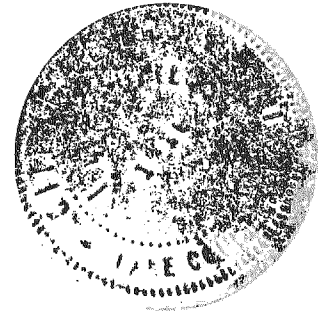
DATED this 10 day of January, 2023.

CITY OF CLERMONT


Tim Murry, Mayor

ATTEST:


Tracy Ackroyd Howe, MMC, City Clerk



{signatures continued on next page}

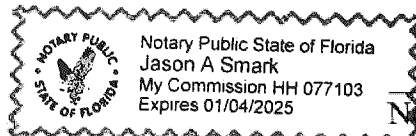
PKY CLERMONT LAND, LLC,
a Delaware limited liability company

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

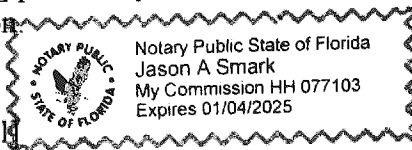
By: _____

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]

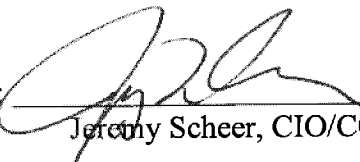


[Signature] Notary Public

{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

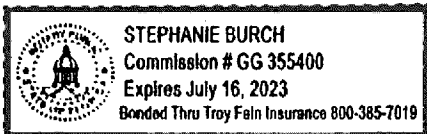
STATE OF FLORIDA
COUNTY OF St. Johns

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

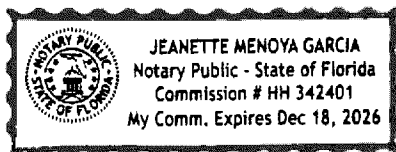
STATE OF FLORIDA
COUNTY OF Broward

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

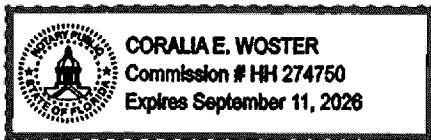


Exhibit "A"**PKY CLERMONT LAND, LLC, a Delaware limited liability company**

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.

LEGAL NOTICE

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, August 22, 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. 2023-022

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.
(Alternate key #3944667)



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, 127.75 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUE ALONG SAID EAST 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°0'00" 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, 198.9'), 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.

All public meetings will be held in the Clermont City Hall, 1st floor Council Chambers located at 685 W. Montrose Street, Clermont, FL 34711.

The proposed ordinance may be inspected in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, August 22, 2023		
Agenda Item Name		
Administrative Appeal 821 West Minneola		
Requested Action		
To determine the total number of parking spaces required for the business		
Staff Report		
Patrick North, on behalf of Costal Investment Land Trust, is requesting this Administrative appeal in regards to the commercial parking calculation for the West End Market located at 821 West Minneola Ave (within the Central Business District of Clermont). The West End Market is a 7,000 square foot building with multiple commercial occupancy uses within the building. Mr. North (applicant) is requesting this appeal, under Section 101-302 of the Land Development Code, due to the fact that staff is not in agreement with the applicant's interpretation of the parking calculations within the Land Development Code. Chapter 115 Parking and Vehicular Use Areas of the Land Development Code specify the requirements for vehicular parking. Specifically, sections 115-17, 115-14, 115-3, and 115-2 all point out the requirements for parking within the Central Business District. These code sections are included in this packet. Based on the Institute of Transportation Engineering (ITE) study, staff's calculation of the required parking count would be 21 parking spaces. There is a section of the code (115-14) that has an asterisk at the bottom of the parking table that says " * A mixed-use project is exempt from minimum parking requirements". This was added to the code in 2018 with other parking amendments intended to lessen the requirement for parking on businesses. It was demonstrated at that time that business models have changed and require less parking. Staff never intended nor implied that parking should or could be eliminated, but could potentially be reduced based on specific uses. This code section was intended for a true mixed-use development with residential and commercial uses. The staff's position was that a commercial portion of the project would not be required to provide parking, but the residential portion would provide the minimum required parking spaces. Mr. North, in this case, pointed out, the West End Market is a "mixed-use" development which would not require parking. The staff position is that the West End Market is not a Mixed Use development and does not have the option of not providing parking on site. Currently, on the south end of the market, there are 8 parking stalls on the parcel, but they are not accessible via the main right-of-way access to the market. City staff and the applicant are seeking direction from City Council on this item.		
Additional Analysis		
Fiscal Impact Summary		
None		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Appeal CASE#C2307-0028 City of Clermont v. Coastal Investment Land Trust	Appeal CASE#C2307-0028 City of Clermont v. Coastal Investment Land Trust.pdf
2. 821 West Minneola Admin Appeal	821 West Minneola Admin Appeal.docx
3. LDR Code Sections	LDR Code Sections .docx

LAW OFFICES OF WOODARD & NORTH

Jack B. Woodard, Esq.
Patrick B. North, Esq.

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Facsimile: (305) 670-8041

July 21st 2023

Via Email, and Certified Mail

Code Enforcement Division
c/o Curt Henschel
City of Clermont
685 West Montrose Street
Clermont, FL 34711

RE: Administrative Appeal for Code Violations at 821 W Minneola Ave- CASE # C2307-0028

Dear Mr. Curt Henschel

We hereby acknowledge that we have received the letter dated July 12th 2023 that determined our client is in violation of Sec. 115-17, Sec. 115-2, Sec. 115-14, and Sec. 125-373 of the City of Clermont Code. On behalf of Coastal Investment Land Trust (“Client”), kindly accept this correspondence as our formal appeal contesting the aforementioned decision in accordance with the provisions delineated in City Code Section Sec. 101-303, and our request to schedule the appeal for consideration before the City of Clermont City Council no earlier than seven days and no later than 45 days after the receipt of the appeal.

In compliance with Sec. 101-303 of the Clermont City Code, the grounds for the appeal and all facts relied upon are as follows:

- I. The City of Clermont adopted Ordinance No. 2018-28 on August 28th 2018. (A copy of the ordinance is attached hereto as “Exhibit A”).
- II. In the August 28th 2018 meeting, Development Services Director Curt Henschel presented staff’s request for changes to the City Parking Code. The changes were to [...*reduce or modify parking requirements for several land use categories including, most notably, retail, commercial retail centers, warehousing and wholesaling uses. Staff conducted extensive research to arrive at the recommended parking requirements, including a comparison between other cities, discussions with the business community and testing the recommended requirements on existing commercial and industrial properties to gauge their level of impact. Staff also conducted several field surveys of existing commercial and industrial properties to verify actual parking demands. Staff recommends approval.*...] (A copy of the meeting minutes is attached hereto as “Exhibit B”).
- III. The purpose of Section 115 of the City of Clermont Land Development Code, [...*is to delineate regulations which apply to the transportation system, including parking, loading, unloading,*

service area space and vehicular access requirements. The intent of this chapter shall be to support the economic development goals of the city through the development of real property by creating and implementing an efficient, safe and balanced system of traffic management and circulation that accommodates motorized and nonmotorized vehicles and provides for adequate and appropriate parking and loading facilities...] (A copy of Sec. 115-1. - *Purpose and intent of chapter* is attached hereto as “Exhibit C”)

- IV. Under Sec 115-2 The responsibility for providing off-street parking, as per the regulations, shall remain with the owner and occupancy of the property where the specific use is situated, for as long as the use continues to exist. The previous use of the building was a Church, and our Client changed the use of the building to a Mixed-use property. Our position is that, although [...*requirements for off-street parking applicable to any use shall be a continuing obligation of the owner and occupant of the property on which any such use is located...*], my Client changed the use, as permitted by the City of Clermont. We believe once the use of the building is changed it is on the User and the City to assure that the change of use meets the requirements of Sec 115. (A copy of Sec. 115-2 *Off-street parking facilities* is attached hereto as “Exhibit D”)
- V. A Change of Use was applied for by my Client on 1/14/2022, and later approved on March 1st 2022. The Change of Use was from a “Church to Market”. Notice the Permit Sub Type is “RETAIL” (A copy of the Permit is attached hereto as “Exhibit E”)
- VI. The City of Clermont Code speaks directly to what happens with parking when there is a Change of Use. Our position is that Under Sec. 115-13. - *Change of use of premises*, if there are any changes to the use of a premises the off-street parking must comply with the requirements stated in the land development code. The code states that [“*Existing off-street parking, loading, unloading and service area space for any premises shall not be **reduced unless** it exceeds the requirements of this land development code. Where the use of existing premises is changed, the new use and premises shall conform with the off-street parking, loading, unloading and service area space and vehicular access requirements of this land development code.*”] (A copy of Sec. 115-13 *Change of use of premises* is attached hereto as “Exhibit F”)
- VII. All roads lead to Sec. 115-14. - *Table of minimum parking space requirements*. The Central Business District is equipped with its own set of calculations with respect to the use of a structure. As established in our appeal, the City of Clermont has determined the use of the structure to be Retail. When the parking code was adopted, it allowed for a retail mixed-use development to be exempt from minimum parking requirements. In fact, it says [“*A mixed-use project is exempt from minimum parking requirements.*”] under the retail section for parking. This code, nor any other section defines or narrows the scope of a mixed-use development. It is well established in Florida and is clearly defined what a mixed-use or multiple-use project is. My Client was however told, the intent of the code was specific to exempting retail from minimum requirements of

parking, but only coupled with residential dwellings, where residential dwellings would not be exempt. If the City of Clermont had other intentions for this section, then a revision following Florida Statute 166.041 *Procedures for adoption of ordinances and resolutions* would be necessary. Currently, there are no subsections to further define the City's alleged intent of this code, and has no basis to restrict such intent beyond what it currently says: "*A mixed-use project is exempt from minimum parking requirements*". Further, having listened to the Audio of the August 28th 2018 meeting, at no time did Mr. Henschel expound on, or define the alleged intentions of this section of the code. (A copy of Sec. 115-14 *Table of minimum parking space requirements* is attached hereto as "Exhibit G")

In addition to the aforementioned items, the City of Clermont has failed to provide the "required" parking calculation for the current use. In light of the clear and unambiguous language of the City Code, and the explicit exemptions provided therein, the notice of violation issued against our Client is without legal basis. Our firm respectfully requests that the City thoroughly review the merits of our appeal, and promptly withdraw the notice of violation. We are prepared to provide any additional arguments, relevant case law, or supporting documentation upon request to further substantiate our position, including our concern regarding the possibility of selective enforcement, as it appears that the code violation notice specifically targets our Client while similar conduct by others in the surrounding area has gone unnoticed or unpunished.

In conclusion, although our Client is prepared to exercise its right under Florida Statute 162.11, should our appeal be denied, my Client is willing to discuss alternative resolutions and solutions. It is our understanding from our Client that such resolutions have been discussed with Staff and some City Council members. We would be happy to discuss those further.

Please acknowledge receipt of this appeal letter and inform us of the next steps in the appeal process. We appreciate your attention to this matter and look forward to a favorable resolution.

Regards,

/s/ Patrick B North

Patrick B. North

CENTRAL FLORIDA
Suite 110
17301 Pagonia Rd
Clermont Florida 34711

SOUTH FLORIDA
Suite 1540
9350 South Dixie Hwy
Miami, Florida 33156

WEST FLORIDA
Suite 112
2590 Golden Gate
Naples, Florida 34105



**CITY OF CLERMONT
ORDINANCE NO. 2018-28**

"Exhibit A"

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 98 PARKING AND VEHICULAR USE AREAS; AND CHAPTER 118 VEGETATION; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on August 7, 2018 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont desires to amend Chapter 98 Parking and Vehicular Use Areas, and Chapter 118 Vegetation, Section 118-38 Vehicular Use Area Interior Landscaping; of the City of Clermont's Code of Ordinances;

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

SECTION 1.

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2.

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows (underlined indicates added and strikethrough indicates deletion):

Chapter 98 Parking and Vehicular Use Areas

Section 98-1 Purpose and intent of chapter.

The purpose of this chapter is to delineate regulations which apply to the transportation system, including parking, loading, unloading, service area space and vehicular access requirements. The intent of this chapter shall be to support the economic development goals of the city through the development of real property by creating and implementing an efficient, safe and balanced system of traffic management and circulation that accommodates motorized and non-motorized vehicles and provides for adequate and appropriate parking and loading facilities.

(Code 1998, § 98-1; Ord. No. 281-C, § 1(ch. 12, § 1), 11-8-1994)

Section 98-2 Off-street parking facilities required



**CITY OF CLERMONT
ORDINANCE NO. 2018-28**

Off-street parking areas, including required parking spaces, access ways, buffers and related off-street parking appurtenances, shall be provided for all buildings and uses on the premises. The requirements of this Chapter shall apply to all development, whether new structures or alterations to existing structures.

(a) *Compliance with Regulations.* The requirements for off-street parking applicable to any use shall be a continuing obligation of the owner and occupant of the property on which any such use is located, so long as the use is in existence. It shall be unlawful for an owner or occupant of any use affected by this Section to discontinue, change, dispense with, or in any way cause a change in the size, design or number of parking spaces required by this Section, apart from the discontinuance of such use, without establishing alternative parking spaces which meet the requirements of this Section, or for any person to use such building without acquiring such land for parking which meets the requirements of this Section. In addition, parking spaces required by this Section shall not be made unusable or inaccessible in any way during the life of the use served by such parking spaces, except as required for maintenance and repair. This section shall not prohibit the replacement or reconfiguration of parking spaces at grade, below grade or above grade to comply with the requirements of this Section.

(Code 1998, § 98-2; Ord. No. 281-C, § 1(ch. 12, § 2(A)), 11-8-1994)
Section 98-3 Parking spaces

(a) *Size.*

1) *Standard parking spaces.* Standard parking spaces shall consist of a minimum net area of 200 square feet, with a minimum width of ten feet and a minimum length of 20 feet. All standard spaces shall be striped. Parking space depth may be reduced to 18 feet when spaces are perpendicular to perimeter landscaped buffers, do not include wheel stops, and the required minimum perimeter buffer width is expanded by a minimum of 2 feet.

2) *Compact parking spaces.* Compact parking spaces shall be 9 feet wide and 17 feet long. All compact spaces shall be double striped.

3) *Oversized spaces.* Oversized spaces shall be 10 feet wide and 35 feet long. All oversized spaces shall be striped.

(b) *Number of spaces.* The minimum off-street space requirements for all uses shall be in accordance with the table of minimum off-street parking space requirements in Section 98-14.

(c) *Mixed use development.* Where a mixed-use development is proposed, the parking standards for each individual proposed use shall be required. A parking study may be submitted to the Administrative Official to justify modifications to this requirement, such that shared parking can be justified based on the complimentary nature of the proposed uses and offsetting peak parking demands. The Administrative Official shall ensure that the minimum number of spaces necessary to accommodate the mix of uses is provided on site to accommodate peak parking demand while reducing the overall amount of land devoted to parking to the greatest extent possible.

(d) *Large-scale development.* Certain large-scale uses, such as planned development projects, normally have a diversity and variability in parking demand. In such cases, a parking study



CITY OF CLERMONT
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is required to be submitted with the development proposal to identify the necessary parking requirement. The final decision on the amount of parking shall be determined by the development review committee in consideration of the parking study along with traffic engineering and planning data that is appropriate to the proposed development and intended use. The outcome should reduce the overall amount of land dedicated to parking while ensuring that typical daily peak parking demand is accommodated.

(Code 1998, § 98-3; Ord. No. 281-C, § 1(ch. 12, § 2(A)(1)—(4)), 11-8-1994)
Section 98-4 Alternative surfacing materials for parking areas

(a) Certain land uses, due to their unique character or due to the low volume of traffic produced, may provide parking surfaces of wood mulch or other materials after obtaining approval from the development review committee. In granting such a request, the development review committee shall consider the following matters:

- 1) The type of partially pervious material or type of wood mulch to be used for surfacing.
- 2) The site characteristics of the parking lot, including but not limited to the elevation, slope, drainage, soil type and adjacent surface conditions.
- 3) The type and amount of anticipated traffic flow in the parking lot.

(b) The following criteria shall be used in development and construction of an approved wood mulch parking area:

- 1) Use shall be essentially for passive parking, i.e., not more than two ingress/egress movements per day per vehicle space.
- 2) Natural soil on the site must be sandy, with only enough clay to bind particles and preclude rutting or flowing.
- 3) Soil percolation must absorb a minimum of 3½ inches of rainfall per hour over the entire area to be mulched.
- 4) Parking areas shall be graded as level as possible, with maximum slope in any direction not to exceed three percent, to preclude surface runoff from washing away mulch materials.
- 5) Subsurface areas shall be cleared and grubbed to remove all living plant growth, and then be graded and treated with an approved herbicide to prevent further growth in areas to be mulched.
- 6) Surfacing shall not be less than three inches of clean bark mulch, free from chips and sticks, after wetting and rolling.
- 7) Mulched areas shall be contained by concrete ribbon curbing, pressure-treated timbers, or precast concrete bumper blocks laid end to end. For this purpose, concrete sidewalks at or between ends of rows of vehicle spaces, not less than five feet wide, may be used, as well as concrete entrance drives and curb cuts, where applicable.



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8) Green areas (planters, with grass and shrubs or trees) shall comprise not less than 20 percent of the total parking area, including driveways and walkways, and shall be provided with automatic or manual irrigation facilities, equipped with rain sensors and backflow preventers, and with adequate pressure and coverage to enable periodic wetting of the mulched areas to keep the mulch sufficiently moist to prevent its being blown or strewn by winds or vehicle exhausts, or ignited by the latter.

9) Requirements for size of lot or parcel coverage, number of vehicle spaces and driving lanes shall be the same as that for conventionally paved parking areas. Unless otherwise approved by the development review committee, circulation areas shall be paved.

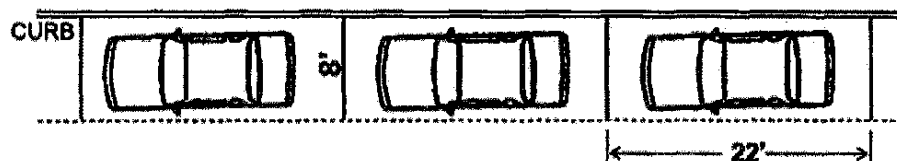
10) The development review committee shall have sole discretion in determining whether or not the use of wood mulch, or other materials such as paver block or turf block, shall be suitable and acceptable for any specific location.

(Code 1998, § 98-4; Ord. No. 281-C, § 1(ch. 12, § 2(A)(5)), 11-8-1994)
Section 98-5 Design of parking lots

(a) *The parking lot design*, including but not limited to arrangement of spaces, width of aisles and access drives, angle of spaces, installation of curbing, etc., shall be as specified in the figures in section 98-15. The specific design of each facility shall take into consideration the necessity of required landscaping in accordance with chapter 118, pertaining to vegetation. All parking lot improvements shall be paved in accordance with accepted city engineering standards.

(b) *Downtown parking*. In order to accommodate slower traffic movements and the historical nature of downtown, parallel on-street parking provided by the city of Clermont may be reduced to 8' x 22' as shown in figure 98-15D. The downtown parking area shall include the community redevelopment area (CRA) as shown in the downtown CRA redevelopment plan, adopted on December 8, 2015 by Ordinance No. 2015-77.

Figure 98-15D Downtown Parallel Parking
(Not to Scale)



(Code 1998, § 98-5; Ord. No. 281-C, § 1(ch. 12, § 2(B)), 11-8-1994; Ord. No. 2016-31, § 2, 8-23-2016)

Section 98-6 Ratio of full size parking spaces to compact and oversized spaces



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(a) The ratio of full size parking spaces to compact spaces shall be 90 to ten. This ratio shall be maintained for the total number of parking spaces provided and shall apply only to buildings and uses where the required number of parking spaces is 25 or greater and 300 or less. Developers may increase this ratio, thus increasing the number of full size spaces, however, in no case shall the ratio of compact spaces be permitted to exceed this ratio. Compact spaces shall not be permitted for buildings and uses requiring less than 25 parking spaces or for residential uses. Projects requiring more than 300 parking spaces shall be considered threshold developments where final decision on the ratio of parking shall be determined by the development review committee in consideration of traffic engineering and planning data that is appropriate to the proposed development and intended use.

(b) The provision of oversized parking spaces to accommodate recreational vehicles and the like shall be applied to retail business facilities where required parking is 100 spaces or more. The ratio of three oversized parking spaces per each 100 required spaces or portion thereof shall be maintained for the total number of parking spaces provided.

(Code 1998, § 98-6; Ord. No. 281-C, § 1(ch. 12, § 2(C)), 11-8-1994)
Section 98-7 Level, reserved parking spaces for handicapped persons

Level parking spaces shall be reserved for physically handicapped persons according to the following requirements:

Total Spaces Provided	Spaces Required to Be Reserved
Up to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total
Over 1,000	20 spaces plus 1 for each 100 over 1,000

(Code 1998, § 98-7; Ord. No. 281-C, § 1(ch. 12, § 2(D)), 11-8-1994)
Section 98-8 Loading, unloading and service area space



**CITY OF CLERMONT
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(a) *Required areas.* The off-street loading, unloading and service area requirements of this chapter are intended to provide minimum standards necessary such that no loading, unloading or servicing of buildings or structures by refuse collection, fuel, or other public or private service type vehicular activity shall adversely impact the public safety, generate excess capacity on the city street system, or cause undue congestion or conflict resulting from such activities. The requirements of this section shall apply to all public, semipublic, commercial and industrial development, whether new structures or alterations to existing structures. Off-street facilities shall be available for use prior to the issuance of any certificate of occupancy or a local business tax receipt, and the continued maintenance of such facilities shall be the obligation of the property owner and occupant as long as the use requiring such facility continues. No off-street facility shall be altered or discontinued except in accordance with this section.

(b) *Arrangement.*

1) The off-street loading, unloading and service area space shall be designed and arranged such that it may be used without blockage or interference with the function and safety of adjacent uses, streets, accessways or off-street vehicular and pedestrian traffic circulation.

2) The required spaces shall not be used for the storage of vehicles or materials, and shall not be used to meet off-street parking requirements.

3) All loading facilities shall be located on the same premises as the use they serve and shall not encroach on any rights-of-way or dedicated easements. All such facilities shall be well separated and buffered from adjacent uses in accordance with the provisions contained within this land development code.

(c) *Dimensions.* Each required off-street loading, unloading and service area space shall be a minimum of 60 feet in depth and 12 feet in width, with an overhead clearance of not less than 14 feet for each space required; however, upon review and approval of the specific use intended and site plan by the development review committee, a total area of not less than 720 square feet devoted to such use, with an overhead clearance of 14 feet, may be permitted for each space required.

(d) *Number of spaces.* The development review committee shall interpret and approve the amount of loading, unloading and service area space required for all uses based upon the following total aggregate floor area of each structure located on the premises:

LOADING, UNLOADING AND SERVICE AREA SPACE REQUIREMENTS

Land Use Classification	Space Requirement
Retail, wholesale and industrial uses	1 loading berth for every 20,000 square feet of floor area, or portion thereof.
Bus and truck terminals	Sufficient space to accommodate the maximum number of buses or trucks that will be stored and loading or unloading at the terminal at one given time.

(Code 1998, § 98-8; Ord. No. 281-C, § 1(ch. 12, § 2(E)), 11-8-1994)



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Section 98-9 Access.

All off-street parking, loading, unloading and service area space shall have vehicular access to a street, frontage road, or reverse frontage road and shall be subject to the following provisions:

(a) Nonresidential uses.

1) There shall be only one vehicular access point, not to exceed 40 feet in width, or two vehicular access points, not to exceed 20 feet in width each, located on any one street, frontage road, or reverse frontage road to serve the premises in question. One additional vehicular access point; not to exceed 40 feet in width, or two additional vehicular access points; not to exceed 20 feet in width each, shall be permitted for every 400 feet of parcel frontage on a single street, frontage road, or reverse frontage road. All access facilities shall require the approval of the development review committee for design or redesign and location.

2) All vehicular access points shall be located at least 100 feet, or two-thirds the distance of the parcel frontage on a street, whichever is greater, from the intersection of any right-of-way lines of streets.

3) All vehicular access points serving corner lots or tracts with less than 200 feet of frontage on only one street that is classified as an arterial, collector, or local collector in the traffic circulation element of the comprehensive plan shall be located on the street that intersects the arterial, collector or local collector roadway in question.

4) A minimum distance of at least 50 feet shall be required between any two vehicular access points located on any one street adjacent to and serving the premises in question.

5) All vehicular access points shall have a minimum width of at least 12 feet per lane of traffic.

(b) Residential uses.

1) The maximum width of a residential driveway access to an off-street parking or other vehicular use area shall be 20 feet for two-way vehicular movement and ten feet for one-way vehicular movement. Single-family residential structures with three vehicular garage openings may allow driveway adjustments for front loaded garages as indicated in the table below. No more than one two-way access way shall be permitted for any street frontage up to 100 lineal feet, such standards to be applicable to any property under one ownership. Where such ownership involves over 151 feet of street frontage, one additional two-way or two additional one-way drives may be permitted.

Table 1: SINGLE-FAMILY RESIDENTIAL DRIVEWAY WIDTH STANDARDS

LOT WIDTH	MAXIMUM DRIVEWAY (FT)	DRIVEWAY APRON WITH FLARES (FT)
Less than 60 ft.	20	26
Greater than 60 ft.	30	36



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2) Where such ownership involves over 251 feet of street frontage, one additional two-way or two additional one-way drives may be permitted for each additional 100 feet of frontage.

3) The city has the right to require owners who rebuild or rehabilitate substandard driveways to reconstruct them to meet the requirements of this chapter and other requirements of this land development code.

(Code 1998, § 98-9; Ord. No. 281-C, § 1(ch. 12, § 2(F)), 11-8-1994; Ord. No. 2015-78, § 2, 12-8-2015)

Section 98-10 Driveway construction standards

Driveways constructed below street grade must rise to an elevation at least to the top of the curb height on city right-of-way before reaching the owner's property line. Driveways constructed above the street grade should not exceed a grade of one inch per foot from the top of the curb to provide for vehicular clearance, unless otherwise approved by the city engineer. Sidewalks located within driveways shall be constructed in conformance with standards established by chapter 110, pertaining to subdivisions. All driveways and sidewalks shall be constructed in accordance with adopted city standards.

(Code 1998, § 98-10; Ord. No. 281-C, § 1(ch. 12, § 2(G)), 11-8-1994; Ord. No. 2015-78, § 2, 12-8-2015)

Section 98-11 Buffers

Off-street parking and loading, unloading and service area space shall have a buffer of at least five feet in width provided along all streets on which the off-street parking and loading, unloading and service area space is located. All required landscaping shall be provided in conformance with chapter 118, vegetation. The required buffer may be provided for and included within any other buffer required by the provisions of this land development code to be located along streets.

(Code 1998, § 98-11; Ord. No. 281-C, § 1(ch. 12, § 2(H)), 11-8-1994)

Section 98-12 Lighting facilities.

All lighting facilities provided for off-street parking, loading, unloading and service area space shall be subdued, shaded and focused on the site so as not to create traffic hazards or subject adjoining premises to undue glare or adverse interference.

(Code 1998, § 98-12; Ord. No. 281-C, § 1(ch. 12, § 2(I)), 11-8-1994)

Section 98-13 Change of use of premises



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Existing off-street parking, loading, unloading and service area space for any premises shall not be reduced unless it exceeds the requirements of this land development code. Where the use of existing premises is changed, the new use and premises shall conform with the off-street parking, loading, unloading and service area space and vehicular access requirements of this land development code. Any existing use not provided with conforming off-street parking, loading, unloading and service area space and vehicular access shall conform with the requirements of this land development code at the time of any alteration or expansion of the use.

(Code 1998, § 98-13; Ord. No. 281-C, § 1(ch. 12, § 3), 11-8-1994)

Section 98-14 Table of minimum parking space requirements

(a) *Determination for unlisted uses or alternative parking.* If the proposed use is not listed or compatible with a use listed in the table of minimum parking space requirements, the Administrative Official shall make a determination of the appropriate parking for the proposed use based on the standards and guidelines of the Institute of Transportation Engineers (ITE) or the latest Smart Code published by the Form Based Codes Institute. In reaching the determination, the director may consider and be guided by the requirements for similar uses, the number and kind of vehicles likely to be attracted to the proposed use, parking requirements of such uses in other jurisdictions, special conditions or situations of the proposed use, or a combination of sources.

(b) *Minimum off-street parking space requirements.* Minimum off-street parking space requirements are as follows:

Land Use	Minimum Number of Spaces per Indicated Unit	Minimum Number of Spaces per Indicated Unit in the <u>Central Business District</u>	Per Unit of Measure
Single-family	2	1	Per dwelling unit
Multifamily	1.5	1.25	Per one-bedroom unit
Multifamily	2	1.5	Per two-bedroom unit
Multifamily	2.5	2.0	Per three-bedroom unit
Mobile home parks	2	NA	Per dwelling unit
Churches and funeral homes	1	.5	Per four permanent seats in the sanctuary or assembly room
Offices and veterinary clinics	1	.6	Per 200 square feet of floor space
Hospitals, clinics, ACLFs and nursing homes	1	1	For each four beds
Plus	1	NA	For each doctor



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	Plus	1	.5	For each 4 employees
Roominghouses and boardinghouses		1	.5	For each bedroom
Nursery schools, child care centers, kindergartens, or public, vocational and professional schools		1	1	Per 300 square feet of classroom space
	Plus	1	.5	For each staff member
	Plus	1	.5	For each four employees
Retail-business, wholesale business and personal services		1	.5	Per 200 square feet of floor space
Retail		1	*	Per 333 Square Feet of Floor Space
Theaters, auditoriums and cinemas		1	.5	For each four seats in the assembly rooms
Hotels, and motels and Bed & Breakfast		1	1	For each accommodation
	Plus	1	NA	For each three employees
Restaurants, takeout only		1	0	Per 100 square feet of gross floor area
Restaurants and lounges		1	.5	Per 4 Seats (including outdoor seating)
	Plus	1	0	For each four employees
Automotive services and gas stations		4	4	For each grease-rack service bay or similar facility
	Plus	1	0	For each employee
Recreation facilities		1	.5	Per 200 square feet of floor area devoted to patron use
Golf course		6 / 1	NA	Per green/per practice tee
Lodges and clubs		1	.5	Per 50 square feet of floor space
Light manufacturing		1	1	Per 500 square feet of floor area



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	Or	1	1	For each two employees based on the greatest number of employees at work on the largest shift, whichever is greater
Unmanned utility facilities		1	0	Per 1,000 square feet of floor area, with a minimum of two spaces required
Warehouse /Bulk Storage		1	.5	Per 1,000 square feet of floor space, with a minimum of two spaces required
Warehouse/Showroom		1	1	Per 1,000 square feet of floor space, with a minimum of two spaces required

* - a mixed use project is exempt from minimum parking requirements

Note: Planned unit developments shall provide off-street parking based upon the aggregate sum of all proposed uses, discounted for any reduced parking benefit attributable to the unique mix of uses and offsetting peak hour parking demands.

(Code 1998, § 98-14; Ord. No. 281-C, § 1(table 12-1), 11-8-1994; Ord. No. 294-C, § 2, 9-28-1999; Ord. No. 373-C, § 2, 11-24-2009)

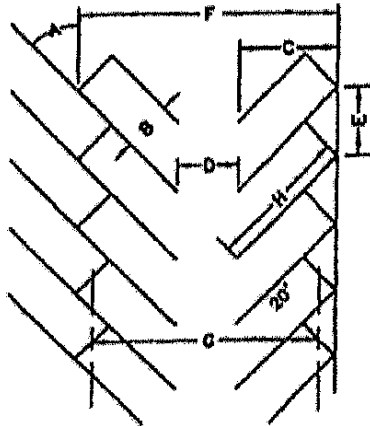
Section 98-15 Parking illustrations.

The figures referenced in this chapter are set out in this section.

**Figure 98-15A. Parking Standards
(Not to Scale)**



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A	B	C	D	E	F	G	H
0°	10.00'	10.00'	12.00'	23.00'	32.00'	-	23.00'
30°	10.00'	18.66'	11.00'	20.00'	48.32'	39.66'	37.32'
45°	10.00'	21.21'	13.00'	14.14'	55.43'	48.36'	30.00'
60°	10.00'	22.32'	18.00'	11.55'	62.64'	57.64'	25.77'
90°	10.00'	20.00'	24.00'	10.00'	64.00'	64.00'	20.00'

- A - PARKING ANGLE
- B - STALL WIDTH
- C - STALL TO CURB
- D - AISLE WIDTH
- E - CURB LENGTH PER CAR
- F - MINIMUM OVERALL DOUBLE ROW WITH AISLE BETWEEN
- G - STALL CENTER (DOES NOT INCLUDE OVERHANG)

HANDICAPPED PARKING

TOTAL PARKING IN LOT	REQUIRED NUMBER OF ACCESSIBLE SPACES
0 - 25	1
26 - 50	2
51 - 75	3
76 - 100	4
101 - 150	5
151 - 200	6
201 - 300	7
301 - 400	8
401 - 500	9
501 - 1000	2% OF TOTAL
OVER - 1000	20 PLUS 1 FOR EACH 100 OVER 1000

(12' WIDE PARKING MINIMUM W/ 5' WIDE RAMPS)

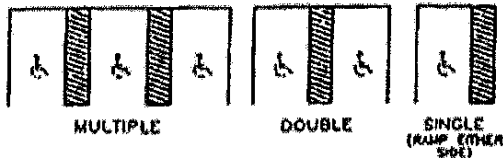
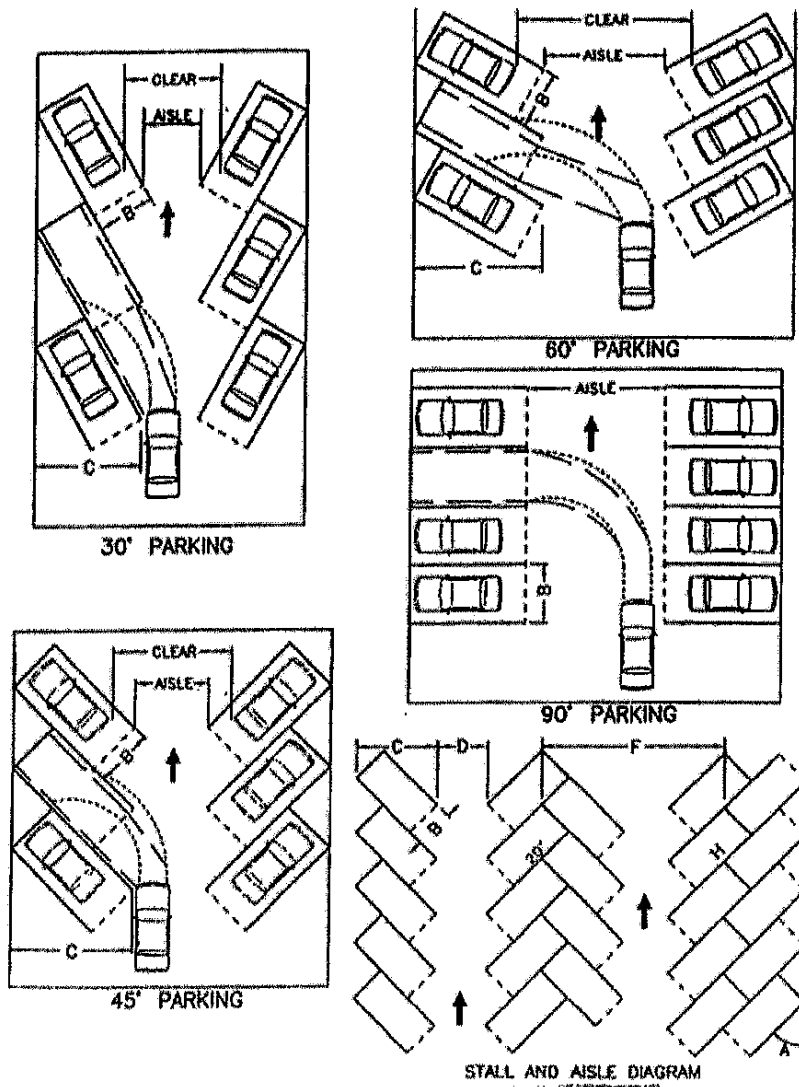
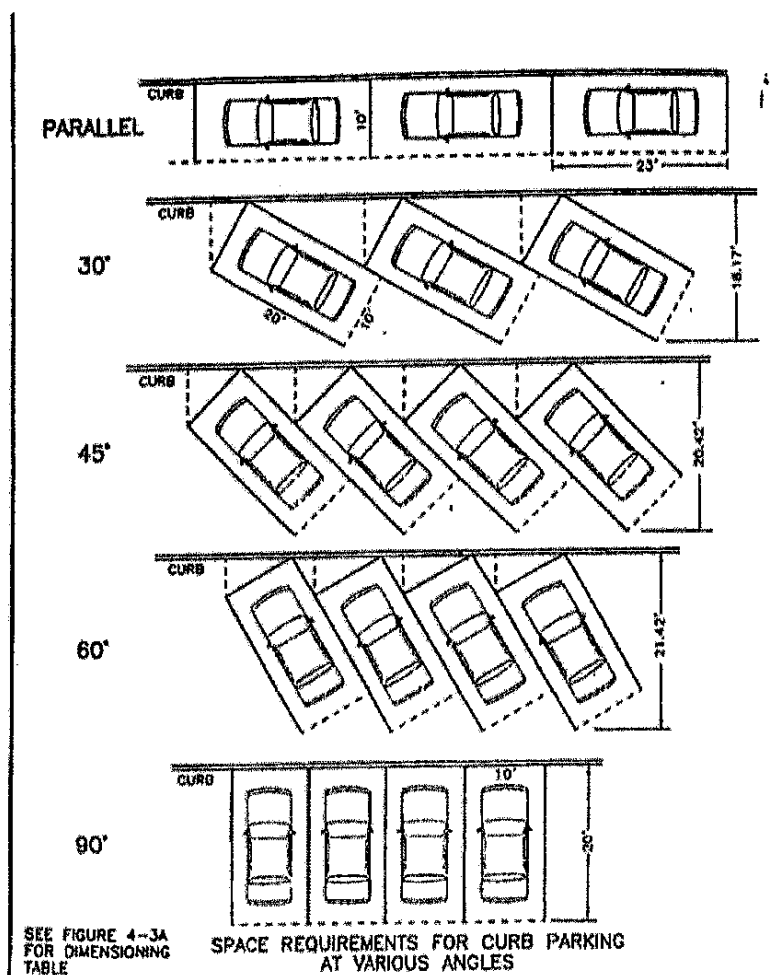


Figure 98-15B. One-Way Street Curb Parking
(Not to Scale)



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Figure 98-15C. Curb Parking
(Not to Scale)



(Code 1998, § 98-15; Ord. No. 281-C, § 1 (figs. 12-1A—12-1C), 11-8-1994)
Section 98-16 Bicycle parking space requirement

- (a) Bicycle parking shall be provided as follows:



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1) All new development shall provide parking for bicycles. The number of bicycle parking spaces provided shall be at least equal to five percent, rounded up, of the first 100 automobile parking spaces, and two percent; rounded up, for additional bicycle parking spaces for all other automobile parking spaces over 100.

2) Nonresidential uses. One automobile parking space per 50 spaces may be exchanged, providing parking for bicycles on site or at the exchanged parking space. A maximum of four automobile spaces may be exchanged.

3) Multifamily residential uses. One automobile parking space per 50 spaces may be exchanged, providing parking for bicycles on site or at the exchanged parking space. A maximum of two automobile spaces may be exchanged.

(b) Bicycle parking devices shall meet the following:

- 1) Be designed to allow each bicycle to be supported by its frame.
- 2) Be designed to allow the frame and wheels of each bicycle to be secured against theft, with owner lock.
- 3) Be designed to avoid damage to the bicycles.
- 4) Be anchored to resist removal and solidly constructed to resist damage by rust, corrosion, and vandalism.
- 5) Accommodate a range of bicycle shapes and sizes and to facilitate easy locking without interfering with adjacent bicycles.
- 6) Be located to prevent damage to bicycles by cars.
- 7) Be consistent with the surroundings in color and design and be incorporated whenever possible into building or street furniture design.
- 8) Be located in convenient, highly visible, active, well-lit areas, and spread in groupings around the site.
- 9) Be located so as not to interfere with pedestrian movements.
- 10) Be located as near the principal entrance of the building as practicable.
- 11) Provide safe access from the spaces to the right-of-way or bicycle lane.
- 12) All bicycle parking spaces required under this section shall be a minimum of two feet in width and six feet in length.
- 13) Parking lot bicycle parking locations must provide bollards or similar device must be installed to help prevent bicycle damage.

(c) Bicycle parking shall be reviewed and approved by the site review committee.



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Section 98-17 Parking in the Central Business District (CBD) Zoning District

(a) The Central Business District represents the historic core of the City built upon a gridded street system with a mix of land uses with a strong pedestrian orientation. The streets are designed to accommodate on-street parking, adding to the overall inventory of publicly accessible parking. In order to achieve the desired development objectives of the downtown, the City recognizes that parking for existing uses and new uses can be accommodated through on-site spaces or on an off-site (remote parking) location.

(b) *Location of Required Parking Spaces*

1) Parking spaces required by this Section in the Central Business District zoning district shall be located on the same building site as the use they serve, or on a properly zoned lot within a specified distance of the building site (remote parking). The acceptable distance for remote parking varies by user as follows:

Off-site (Remote) Parking	
Customer	Employee
1320'	2640'

(c) *Remote Parking Encumbrance.*

Whenever parking required by this Section is not located on the same building site as the use it serves, the applicant for such use shall submit with the application an instrument duly executed, approved by the City Attorney, and recorded in the Public Records of Lake County, Florida, which subjects the parcels or tracts of land to parking uses in connection with the principal use for which it is available. Such instrument shall be irrevocable to ensure that the proposed use retains the number of parking spaces required by this Section. Should the use of the remote parking site become unavailable for continued use for remote parking, the owner and/or tenant must replace the lost parking with an acceptable alternative such that the land use is continually served by parking in compliance with this Section.

(d) In an effort to foster revitalization and enhancement of the Central Business District, parking space credits shall be granted to existing structures and vacant land in the following manner:

(1) Existing structures located in the Central Business District shall be given a parking space credit equal to the parking space requirements for the current use of the structure. For structures with more than one use, calculation of the credit is based on the amount of square footage devoted to each particular use.

(2) For existing nonresidential structures, no additional parking spaces shall be required for a change in use to another nonresidential use, provided the square footage remains the same.

(3) Residential uses changing to nonresidential must provide parking equivalent to those nonresidential uses as required by this section.



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(4) All vacant parcels changing to either residential or nonresidential must provide parking equivalent to those residential or nonresidential uses as required by this section.

(5) Parking spaces and/or parking space credits shall remain the sole possession of the property for which they were initially provided. Parking space credits shall not be transferable from one business location to another business location.

(6) Single-family residential structures and vacant parcels shall be given credit for two spaces and multifamily structures shall be given credit for 1.5 spaces per unit.

(e) Vacant property being developed for new residential or nonresidential uses, shall be required to provide off-street parking spaces consistent with this Section. A parking plan shall be provided with all applications for individual development approval which shall clearly and accurately designate the required parking spaces, required landscaped areas and planter islands, access aisles and driveways and the relationship of the parking to the uses and structures the spaces are intended to serve. All off-street parking facilities shall be designed and constructed in accordance with the city's adopted engineering standards.

(Ord. No. 2013-04, § 2, 2-26-2013)

Chapter 118 Vegetation

Section 118-38 Vehicular use area interior landscaping.

(a) *Applicability of requirements.* The landscape materials required in this section are in addition to any landscape materials which may otherwise be required in this article, except as stated in this section. Parking lot landscaping may encroach into required buffers; however, landscaping required by this section may not be substituted in lieu of any required buffer or other landscaping except as stated in this section.

(b) *General standards.*

1) Landscaped green areas, not including buffers between abutting properties and buffers along rights-of-way, shall comprise an area equal to ten percent of the paved parking area within the project site including driveways and drive aisles. In areas zoned for industrial uses, this requirement shall be reduced by 50 percent. Developers shall be required to provide a diagram indicating the base area, the internal landscaping, and the necessary calculations to verify that this requirement has been satisfied.

2) Except as provide in Figures A-E below, a maximum of ten continuous parking spaces are permitted without a landscape break. Each separate landscaped area shall contain a minimum of 300 square feet and shall include at least one canopy tree having a clear trunk of at least five feet with the remaining area landscaped with shrubs, ground cover or other authorized landscaping material not to exceed three feet in height. The total number of trees shall not be less than one for each 200 square feet of required interior landscaped area or fraction thereof. Such landscaped areas shall be located in such a manner as to divide and break up the expanse of paving.



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(c) *Design of landscaped areas.*

1) *Terminal islands.* Each row of parking spaces shall be terminated by landscaped islands to separate parking from adjacent drive aisles. The landscaped islands shall measure not less than ten feet in width and not less than 20 feet in length with a total area of not less than 300 square feet.

2) *Interior islands.* Interior islands shall be provided to satisfy internal landscaping requirements. Interior islands shall be a minimum of ten feet in width and 20 feet in length, not including curb, with a total area of not less than 300 square feet.

3) *Divider medians.* Landscaped divider medians may be used to meet interior landscape requirements. A divider median is a continual landscaped island located between lineal rows of parking which face head to head. The minimum width of a divider median shall be eight feet. One canopy tree shall be provided per 50 lineal feet of median.

4) *Islands at "T" intersections.* Landscaped interior islands shall be required at all "T" intersections which are considered major traffic points. Such islands shall be a minimum of 20 feet in width.

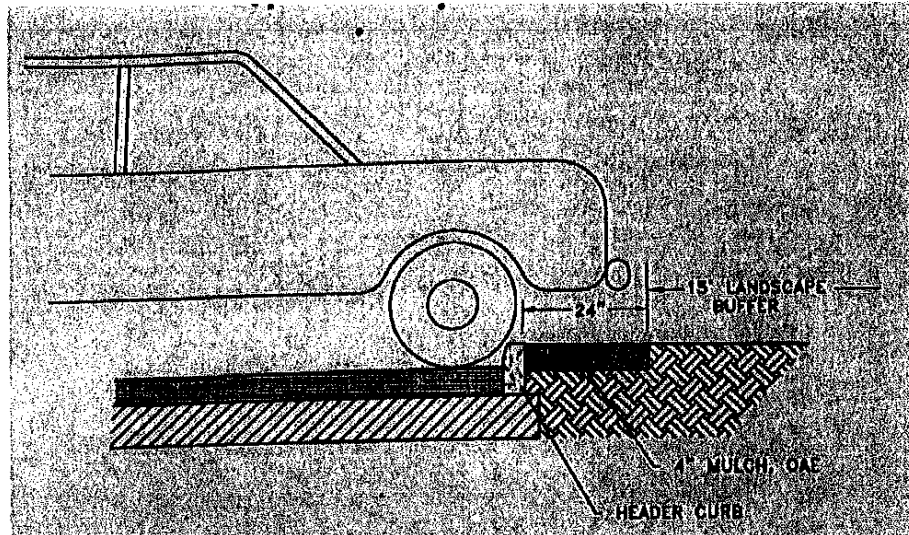
(d) *Protection of landscaped areas.*

1) *Curbing.* Terminal islands, interior islands and other landscaped areas adjacent to driveways or susceptible to vehicular turning movements shall be separated from vehicular use by non-mountable reinforced concrete curbing of a type approved by the City. Curbed landscaped areas shall be backfilled to a height of four inches below the back of the curb, except where such backfill would impact an existing tree. Unreinforced extruded curbing shall be prohibited. The width of the curbing shall be excluded from the calculation of the minimum dimensions of all required landscaped areas.

2) *Wheel stops.* All landscaped areas adjacent to off-street parking areas shall be protected from encroachment or intrusion of vehicles through the use of wheel stops. Wheel stops shall have a maximum height of six inches and a minimum of three inches above finished grade of the parking area and the front side (wheel side) of the wheel stop is installed two feet from the front end of the parking space to prevent encroachment into required landscaped areas. Wheel stops shall be properly anchored and maintained in good condition. Exception: Wheel stops may be eliminated only along the perimeter landscaped area of a site when the 2-foot overhang can be accommodated within the required perimeter landscaped buffer as shown below.



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(e) Pedestrian Walkways

1) Pedestrian walkways shall be provided within all parking lots serving commercial, office and multi-family residential development, and be designed to provide direct connections between all building entrances, adjacent rights-of-way, transit stops, and outparcels.

2) A minimum of one pedestrian walkway shall be provided for every five head to head parking rows, except where an alternative arrangement is approved as part of a planned unit development.

3) At least one pedestrian walkway shall be designed to provide a direct connection from the main pedestrian entrance of any anchor tenant, principle building, or multi-family leasing office to the sidewalk along the perimeter of the development site.

4) Pedestrian walkways shall have a minimum width of 14 feet, including a minimum of 6 feet in width for the sidewalk, and a minimum of 8 feet in width for the central landscape strip. All unpaved areas within pedestrian walkways shall have 100 percent landscape coverage in accordance with this Section, and shall conform to the tree spacing requirements provided therein. Shade structures, including pergolas or gazebos, may be substituted for canopy trees.

5) Crosswalks connecting pedestrian walkways across parking lot drive aisles shall be designed and constructed to appear visually distinct from the adjacent driving surface through the use of colored or textured concrete.

(Code 1998, § 118-38; Ord. No. 281-C, § 1(ch. 13, § 5), 11-8-1994; Ord. No. 294-C, § 2, 9-28-1999; Ord. No. 311-C, § 1, 11-13-2001; Ord. No. 2012-02-C, § 2, 11-27-2012)

Alternative Interior Vehicular Use Area Landscaping Options

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Figure A

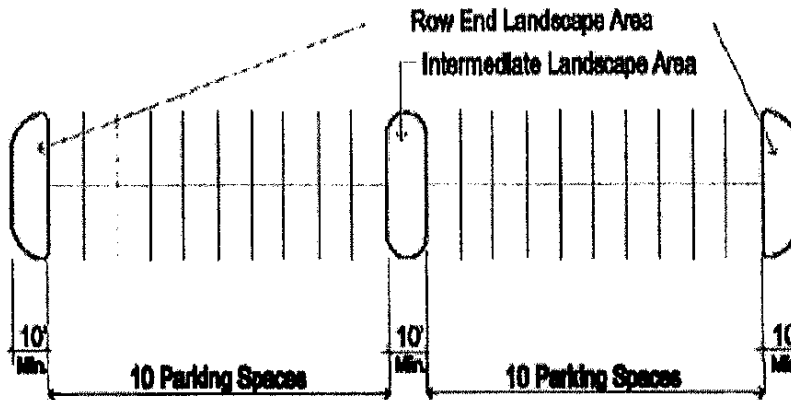


Figure B

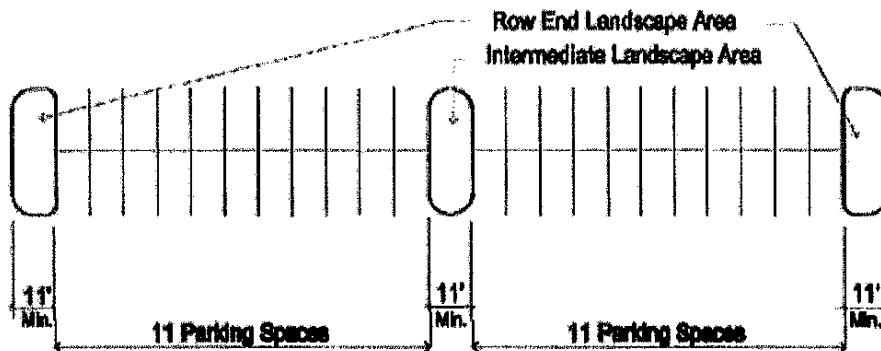


Figure C

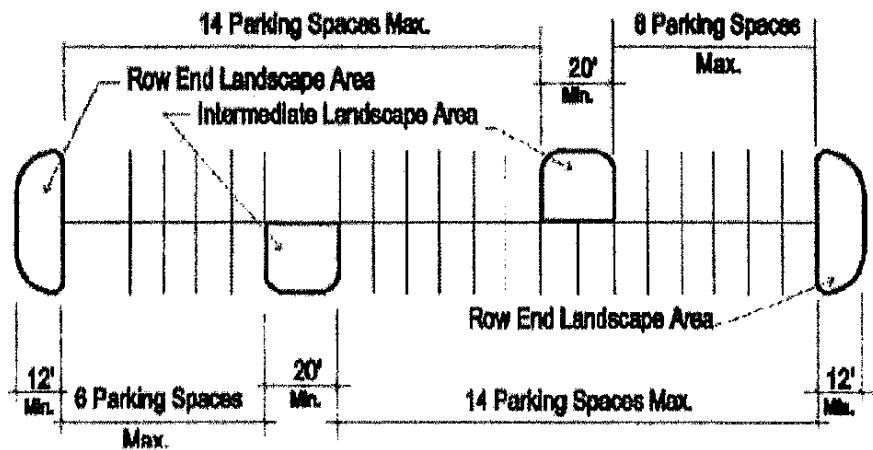


Figure D

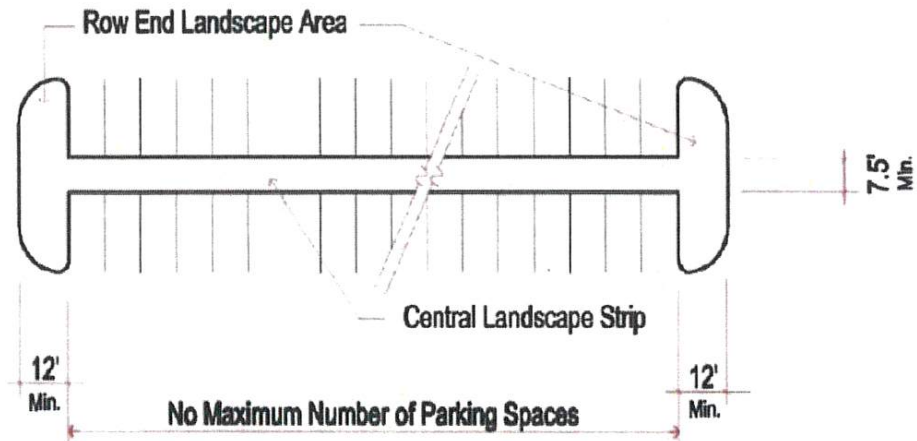
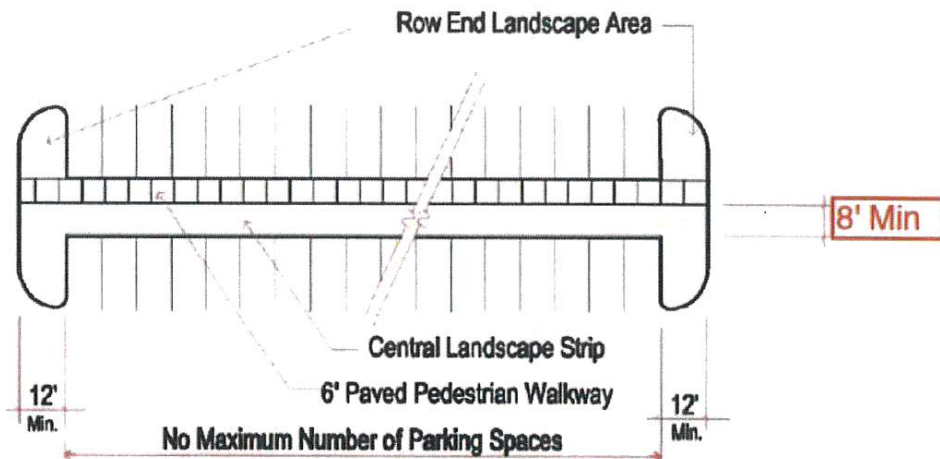


Figure E



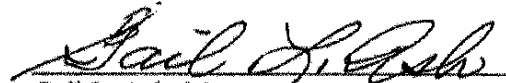


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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of August, 2018.



CITY OF CLERMONT


Gail L. Ash, Mayor

ATTEST:


Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:


Daniel F. Mantzaris, City Attorney

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 28, 2018

The City Council met in a regular meeting on Tuesday, August 28, 2018 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Brishke, Travis, Bates, and Goodgame. Other City officials present were City Manager Gray, City Attorney Mantzaris, and Deputy City Clerk Zinker.

INVOCATION AND PLEDGE OF ALLEGIANCE

Brian Broadway gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Cooper Memorial Library

George Taylor, Director of Library Services for Lake County introduced Commissioner Breeden, Dr. Stanley Sidor with Lake Sumter Community College, Carol Harris with Cooper Memorial Library Association, and Dotty Dill with Pastfinders of South Lake County Genealogy Society. Mr. Taylor presented the background of Cooper Memorial Library, Activities and Programs, Budget, Current Programs, Expanded Programs and Services, Cooper Memorial Library's Request, and the increased benefits.

Commissioner Breeden thanked Council for their time and expressed support for the library's request for programs at night to serve more people who work later in the evening as well as programs to help families during the weekend.

Dr. Sidor stated Lake Sumter Community College added 220 new students to the campus this year. New partnerships which are forming will bring more students to the campus in the next few years who will need to take advantage of the library's services.

City Manager Gray clarified Cooper Memorial Library is requesting a cost of \$79,920 to be placed in the Fiscal Year 2019 budget.

Council Member Goodgame requested the subject be placed on a workshop. City Manager Gray stated there are no workshops coming up before the Public Budget Hearings, but the subject can be placed on the first Public Budget Hearing at Council's discretion.

Commissioner Breeden clarified the cost includes University of Central Florida who are also in favor of additional hours although their budget cannot support adding hours. Minneola and Monteverde support their own libraries.

Mayor Ash inquired if the County budget does not have the funds to support the requested changes. Commissioner Breeden stated the County does not have the budget for the changes in hours and staff as the County is currently investing between \$600,000-\$700,000 to operate the library.

Mayor Ash expressed the desire to hear from the public on their comments and opinions regarding the request.

PUBLIC COMMENTS

Choice Edwards, 2062 Dobson Street, expressed opposition to the relocation of the Edmund Kirby Smith statue to Lake County and requested the City Council issue a resolution in opposition to the placement of such statues in Lake County.

June Wilkinson, 620 Villa Court, thanked the City Council for the approval of no-parking signs for her development.

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Jim Purvis, 4206 Hammersmith Drive, expressed concern regarding misplacement of campaign signs for County candidates and asked City staff to look into penalizing any violators.

REPORTS

City Manager Gray reported the First Budget Public Hearing will be September 6, 2018 at 6:30 PM and City Hall will be closed on Monday, September 2, 2018 in observance of Labor Day. Item no. 9 has been requested to be tabled to the September 11, 2018 Council Meeting:

Item No. 9 – Resolution No. 2018-30R, *Child's Ice Machine*

Deputy City Clerk Zinker read Resolution No. 2018-30R aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow a commercial outdoor ice machine in the C-1 Light Commercial zoning district.

Council Member Bates moved to table Resolution No. 2018-30R to September 11, 2018; seconded by Council Member Goodgame. This motion passed with all members present voting aye.

City Attorney Mantzaris – No report.

Council Member Bates reminded everyone of the September 11 memorial ceremony at the Arts and Recreation Center at 10:00 AM on September 11, 2018.

Council Member Goodgame – No report.

Council Member Brishke reported on July 27 and July 28, she attended the Educational Foundation of Lake County's 13th annual Stepping Out For Education Event. On August 16, 17, and 18, she attended the Florida League of Cities Conference where Clermont was recognized for receiving the Spirit Award.

Council Member Travis reported on August 16, she attended the grand ribbon cutting at Hickory Pointe for the new athletic center for the U.S. Volleyball complex. On August 17, she went to the Florida League of Cities and attended a seminar.

Mayor Ash reported on August 17, she attended the Clermont Chamber of Commerce Breakfast at the City Center. Later that day, she attended the retirement luncheon for Lieutenant Bernie Lee Drew. On August 18, she held her Coffee with the Mayor at the Solid Rock Martial Arts Academy on 8th Street where she handed out a list of newly opened and upcoming businesses in the City. On August 21, she attended a Seniors Day Luncheon at Orchard Heights Community. On August 27, she attended the Lake Apopka Gas Board Meeting where emphasis was on the proposed budget for the next fiscal year as well as new developments in the area.

CONSENT AGENDA

Mayor Ash 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 August 14, 2018 Regular Council Meeting Minutes.

Item No. 2 – Fee Reduction Request

Consider fee reduction for 2019 Spring Games.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
August 28, 2018

Item No. 3 – Contract Award

Consider request to piggyback the School Board of Brevard County contract with Tank Wizards, Inc. to provide fuel tank cleaning in the budgeted amount of \$53,000.

Council Member Bates moved to approve the Consent Agenda; second by Council Member Travis. This motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 4 – Resolution No. 2018-11, 7-Eleven

Deputy City Clerk Zinker read Resolution No. 2018-11 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow a convenience store with fuel sales in the C-1 Light Commercial zoning district.

Senior Planner Kruse presented applicant's request for a Conditional Use Permit to allow a convenience store with gas pumps in the C-1 Light Commercial district. The applicant is proposing a 3,000 square foot convenience store with access from State Road 50 and East Avenue. The applicant has not identified a variance request. The applicant is proposing 16 fueling positions. It is evident that the addition of this use at this location will generate more daily trips at the intersection and on the roads serving the proposed development. Staff expressed concern for traffic on this corridor as well as to the health, safety and general welfare of persons residing or working in the vicinity. Staff recommended denial of the request.

Attorney Tara Tedrow of Lowndes, Drosdick, Doster, Kantor & Reed, P.A., representing the applicant, showed various views of the subject property and provided the project overview, the applicant's request, the site design, traffic design, traffic trips, and an overview of the Conditional Use Permit criteria. The City's code permits a convenience store with fuel pumps through a Conditional Use Permit. The site design is for a 3,000 square foot design with a reduced number of fuel islands based on the feedback received from the Planning and Zoning Board. The site design is in compliance with the overlay design standards which have not yet been adopted. The property will be heavily landscaped along East Avenue with bicycle connectivity and the applicant would be willing to have safety warning lights at the entrances and exits should the Council request it. The subject site design has a dedicated pedestrian lane to enter the property so pedestrians would not use the vehicle entrances to enter into the property. The applicant will be acquiring an egress to allow access for exit to 2nd Street alleviating potential traffic on East Avenue. Florida Department of Transportation indicated approval of traffic access plan for State Road 50 with no suggested changes. Lake Sumter Metropolitan Planning Organization gave recommendations for safe, secure and a convenient system for pedestrians and bicyclists which provide direct non-motorized access, linkages, and cut-throughs.

Muhammed Abdallah, Traffic and Mobility Consultants, stated a traffic analysis was prepared for the subject request. When the site design had only two access points, the proposed project could work, but now with three access points the proposed project can definitely be done. By dropping the vehicle fuel islands, the site design has more room for cars to circulate on site. The proposed site use would not be generating new traffic and would generate less than one percent of added traffic through the intersection.

Attorney Tedrow summarized information presented and stated site uses which would make sense for the property is either fast food or a fuel station.

Mayor Ash opened the Public Hearing.

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Jim Purvis, 4206 Hammersmith Drive, expressed opposition to the request.

Allison Strange, 1120 W. Lakeshore Drive, expressed concerns regarding Clermont Elementary School pedestrian traffic, environmental concerns with abandoned gas stations and the proposal is against staff recommendation.

Hal Turville, 150 W. Minnehaha Avenue, expressed concern with the presentation given the proposed third access may not be available due to parking agreements.

Franklin Forth, 955 W. Desoto Street, expressed opposition to the request and concerns with the aforementioned traffic study.

Andrea Simmons, 940 2nd Street, expressed concerns for traffic increase and safety.

Jean Tirri, 8022 Lake Nellie, expressed support of proposed use and concern with Council rejecting previous proposed uses.

Raul Salabarria, 332 W. Minnehaha Avenue, expressed concern of traffic risks.

Mayor Ash closed the Public Hearing.

Attorney Tedrow clarified, in response to the general concern of traffic, the last four years shows 64 reported incidences at that intersection.

Council Member Bates disclosed he spoke with the applicant several months ago.

Council Member Goodgame disclosed he spoke with the applicant prior to the meeting.

Council Member Travis disclosed she spoke with the applicant on environmental issues and bicycle safety.

Council Member Bates expressed opposition with applicant's request. Council Member Brishke conveyed agreement with Council Member Bates.

Council Member Travis stated during the boat ramp discussions, residents had concerns about safety for kids going to school, but the boat ramp was approved. A gas station would be convenient for the boaters.

Council Member Goodgame expressed concern for the lack of a deceleration lane to enter the property for vehicles traveling east on Highway 50. There is a drop off from Highway 50, which is very dangerous for traffic. The presence of school kids also makes the location not safe for the proposed use.

Mayor Ash expressed agreement with all of the positives and negatives for this proposed use, but the negative out-weighs the positive especially when there are concerns with children's safety.

Council Member Brishke inquired of staff if there is any way to mitigate traffic concerns for future proposed uses.

Council Member Travis inquired about allowable uses. Senior Planner Kruse stated retail business, personal services, professional offices, bank, dwellings in R-3, buildings maintained by the City, and places of worship would be allowed.

Council Member Bates moved to deny Resolution No. 2018-11; seconded by Council Member Goodgame. The motion passed 4 to 1 with Council Member Travis voting in opposition.

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Item No. 5 – Ordinance No. 2018-28, *Final, Parking Code Amendment*

Deputy City Clerk Zinker read Ordinance No. 2018-28 aloud by title only.

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 98 Parking and Vehicular Use Areas; and Chapter 118 Vegetation; providing for codification; severability; effective date; and publication.

Development Services Director Henschel presented staff's request for changes to the City Parking Code which reduce or modify parking requirements for several land use categories including, most notably, retail, commercial retail centers, warehousing and wholesaling uses. Staff conducted extensive research to arrive at the recommended parking requirements, including a comparison between other cities, discussions with the business community and testing the recommended requirements on existing commercial and industrial properties to gauge their level of impact. Staff also conducted several field surveys of existing commercial and industrial properties to verify actual parking demands. Staff recommends approval.

Mayor Ash opened the Public Hearing.

Keith Mullins, 640 Drew Avenue, expressed concern regarding small shopping centers and suggested a special category for intensive use.

Mayor Ash closed the Public Hearing.

Council Member Bates inquired if green space would take over the reduced area of the parking lot or if the potential applicants would be able to make the building larger. Development Services Director Henschel stated the potential applicants could make their buildings larger.

Mayor Ash expressed concern regarding half of the parking spaces at local stores not being used. Council Member Brishke expressed agreement with Mayor Ash, but requested Council revisit the subject and approach it from the perspective of the smaller businesses with the changes affecting only the larger stores.

Council Member Goodgame expressed concern with the needs for parking changes based on the changing of stores occupying the buildings.

Mayor Ash suggested approving the proposed changes to the parking code and trust staff to communicate with the developers as the situations arise.

Council Member Goodgame requested clarification regarding parking spaces being reduced to 18-feet. Development Services Director Henschel clarified spaces abutting the landscape buffers will be the only ones to be reduced to 18 feet but will have an additional 24 inches of mulch or landscaping between the end of the parking space and the start of the landscape buffer.

Council Member Bates moved to approve Ordinance No. 2018-28; seconded by Council Member Travis. The motion passed 4 to 1 with Council Member Goodgame voting in opposition.

Mayor Ash recessed at 8:36pm. The meeting was reconvened at 8:46pm.

The following two items were heard consecutively and voted on separately.

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Item No. 6 – Resolution No. 2018-16R, *Kings Crossing*

Deputy City Clerk Zinker read Resolution No. 2018-16R aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for a tire store with eight bay service bays in the Kings Crossing Planned Unit Development zoning district.

Item No. 7 – Variance Request, *Kings Crossing*

Development Services Director Henschel presented applicant's request for a Conditional Use Permit to allow for a 5,400 square foot tire store with eight service bays in the Planned Unit Development zoning district as well as a variance for a reduction of four parking spaces instead of the number as required by the Land Development Code. Staff recommended denial for the Conditional Use Permit and the variance request. The applicant submitted a noise study.

Attorney Jimmy Crawford, representative of the applicant, stated the information previously presented at the July 24, 2018 Council Meeting still applied to this request. The applicant hired RLM Acoustics, a company who was hired by the City for a separate matter, to conduct a noise study. Page seven of the noise study shows a summary table of the three tools typically used by tire stores. Under the conclusion of the study, there are no adverse impacts on Bella Lago. Council previously asked staff to include enforceable language regarding noise ordinance which is included in condition number six.

Randy Langley, property owner, 6680 Gulf of Mexico Drive, provided the background history of his family and the subject property.

Mayor Ash opened the Public Hearing.

The following expressed opposition to the tire store request:

Sylvester Makowski, 3813 Scarborough Court
Dorothy Schneider, 3563 Chessington Street
Richard Bauer, 1789 Bella Lago Drive
Dave Thorsen, 1813 Bella Lago Drive
Ellen Coil, 3554 Mediterra Drive
Eric Fincham, 3522 Mediterra Drive
Chris Devuyt, 19703 Earth Star Lane,

Jim Purvis, 4206 Hammersmith Drive, expressed support to the Tire Store.

Angie Langley, 16834 Florence View Drive, stated she never owned any portion of the subject property.

Mayor Ash closed the Public Hearing.

Attorney Jimmy Crawford clarified the proposed use would not be an environmental issue for Lake Felter and residents' desire to not have a tire store at this location is not grounds for denial.

Council Member Travis conveyed support for the request due to the feasibility study and noise study showing positive findings.

Council Member Bates spoke in opposition to the request.

Council Member Bates inquired about Chik-fil-a stimulating other possibilities for the subject property. Attorney Crawford stated himself and the applicant do not foresee getting more possibilities.

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Mayor Ash expressed opposition towards the request stating a tire store would not be the best use of a C-1 zoned area.

Council Member Bates moved to deny Resolution No. 2018-16R; seconded by Council Member Goodgame; The motion passed with all members present voting aye.

NEW BUSINESS

Item No. 8 – Resolution No. 2018-22R

Deputy City Clerk Zinker read Resolution No. 2018-22R aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to amend (Resolution No. 2016-03) to allow a six-foot-high fence instead of landscaping as required by the stated conditions of Resolution as granted in the R-3 Residential/Professional zoning district.

Development Services Director Henschel presented the applicants request to amend a Conditional Use Permit to allow a six-foot high fence instead of the intensified landscaping along the south eastern property line where children play outside as required by the stated conditions of the Resolution. The property is located at 983 West Desoto Street and the current use is a Montessori School. The applicant has requested and has been granted several amendments to the original Conditional Use Permit. The parcel was brought before the Clermont Special Magistrate for code compliance issues, lack of landscape buffer along the south property line and curbing issue within the parking lot. Staff recommended denial and Planning and Zoning Commission voted to recommend denial.

Attorney Jimmy Crawford, representative of applicant, stated there currently is a fence installed where a landscaping buffer once required. There is a wall of vegetation on the adjacent property which runs along the fence. Current Conditional Use Permits states all conditions in Resolution No. 2016-03 and Resolution No. 1199 shall remain in effect unless otherwise noted by this Conditional Use Permit or updated with an approved site plan. The approved site plan, which was signed off by the City, has no landscaping buffer.

Mayor Ash opened the Public Hearing.

The following expressed support for the Conditional Use Permit:

Alyson Johnson, 525 West Minneola Avenue
Tracy McCoy, 406 Nuestra Place
Ruth Villante
Sue Cordova, 2768 Kingston Ridge Drive
Kevin Giguere, 5231 Fussell Road
Sherry Giguere, 5231 Fussell Road
Mariellen Batchelor, 3215 N. Orange Avenue
Jan Sheldon, 17521 State Road 19
Sherryl Parker, 14102 Greater Pines Boulevard

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The following expressed opposition to the Conditional Use Permit:

Franklin Forth, 955 W. Desoto Street
Charles Forth, 939 W. Desoto Street
Charlene Forth, 939 W. Desoto Street
Jim Purvis, 4206 Hammersmith Drive

Mayor Ash closed the Public Hearing.

Attorney Jimmy Crawford presented an e-mail from Cheryl King and requested Council to amend the Conditional Use Permit.

Council Member Bates asked if there are any codes against having the fence. City Manager Gray confirmed there are no such codes.

Council Member Travis inquired if the fence was permitted. Development Services Director Henschel confirmed the fence was permitted in 1999. Attorney Mantzaris clarified the current fence was a replacement for the fence which was permitted in 1999.

Council Member Bates inquired if there are other fences along the neighboring property lines. City Manager Gray clarified the property use is for a business rather than residential which changes the requirements.

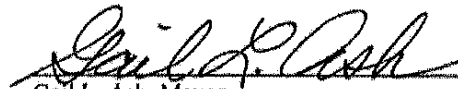
Council Member Goodgame moved to deny the request to amend the Conditional Use Permit. The motion failed due to lack of a second to the motion.

Council Member Bates moved to approve for applicant to keep the fence with no requirement for installation of a landscape buffer and to remove "or with an approved site plan" from Section 2 of the Conditional Use Permit; seconded by Council Member Brishke. The motion passed with all members present voting aye.

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ADJOURN: With no further comments, this meeting adjourned at 10:52 pm.

APPROVED:


Gail L. Ash, Mayor

ATTEST:


Tracy Ackroyd Howe, City Clerk



Sec. 115-1. - Purpose and intent of chapter.

“Exhibit C”

The purpose of this chapter is to delineate regulations which apply to the transportation system, including parking, loading, unloading, service area space and vehicular access requirements. The intent of this chapter shall be to support the economic development goals of the city through the development of real property by creating and implementing an efficient, safe and balanced system of traffic management and circulation that accommodates motorized and nonmotorized vehicles and provides for adequate and appropriate parking and loading facilities.

(Code 1998, § 98-1; Code 2008, § 98-1; Ord. No. 281-C, § 1(ch. 12, § 1), 11-8-1994; Ord. No. 2018-28, § 2, 8-28-2018)

- (a) *Required.* Off-street parking areas, including required parking spaces, accessways, buffers and related off-street parking appurtenances, shall be provided for all buildings and uses on the premises. The requirements of this chapter shall apply to all development, whether new structures or alterations to existing structures.
- (b) *Compliance with regulations.* The requirements for off-street parking applicable to any use shall be a continuing obligation of the owner and occupant of the property on which any such use is located, so long as the use is in existence. It shall be unlawful for an owner or occupant of any use affected by this section to discontinue, change, dispense with, or in any way cause a change in the size, design or number of parking spaces required by this section, apart from the discontinuance of such use, without establishing alternative parking spaces which meet the requirements of this section, or for any person to use such building without acquiring such land for parking which meets the requirements of this section. In addition, parking spaces required by this section shall not be made unusable or inaccessible in any way during the life of the use served by such parking spaces, except as required for maintenance and repair. This section shall not prohibit the replacement or reconfiguration of parking spaces at grade, below grade or above grade to comply with the requirements of this section.

(Code 1998, § 98-2; Code 2008, § 98-2; Ord. No. 281-C, § 1(ch. 12, § 2(A)), 11-8-1994; Ord. No. 2018-28, § 2, 8-28-2018)

PERMIT NO: 22-0215**ON-LINE PERMIT***"Exhibit E"*

CLERMONT City Hall 685 W. Montrose St., FL 34711 Schedule inspections through the online system. if you have any problems email us at inspection@clermontfl.org		PERMIT TYPE CHANGE OF USE W/ ALTER PERMIT SUB-TYPE RETAIL JOB VALUE 0 APN 3793274 DESCRIPTION CHANGE OF USE FROM CHURCH TO MARKET	APPLIED DATE 1/14/2022 APPROVED DATE 3/1/2022 ISSUED DATE 3/1/2022	
PERMIT INFORMATION		FEE SUMMARY		
SITE	821 WEST MINNEOLA ST CLERMONT CLERMONT, FL 34715	ZONING CLEARANCE \$45.00 COMMERCIAL ALTERATIONS/RENO AND SHELL ONLY \$3,477.00 FIRE-CHANGE OF BUILDING USE \$125.00 STATE SURCHARGE \$34.77 STATE ADMIN AND INSPEC \$52.16 TEMPORARY/CONDITIONAL CERT OF OCCUPANCY \$180.00 Total Fees Charged: \$3,913.93		
APPLICANT	PATRICK BIANCHI			
OWNER	SOLAIA LLC 752 W MONTROSE ST CLERMONT FL 34711			
CONTRACTOR	GREENMONT CONSTRUCTION LLC 136 COLONIAL PINE LAN MINNEOLA FL 34715			
WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT F.S. 713.135		INSPECTION SUMMARY ☐ FIRE FINAL ☐ FINAL BUILDING ** ☐ NOTICE OF COMMENCEME ☐ ABOVE CEILING ☐ ELECTRIC FINAL ☐ ELECTRIC ROUGH ☐ FRAMING ☐ MECHANICAL FINAL ☐ PLUMBING FINAL ☐ ROUGH PLUMBING ☐ FINAL BUILDING		
DATE _____				

Existing off-street parking, loading, unloading and service area space for any premises shall not be reduced unless it exceeds the requirements of this land development code. Where the use of existing premises is changed, the new use and premises shall conform with the off-street parking, loading, unloading and service area space and vehicular access requirements of this land development code. Any existing use not provided with conforming off-street parking, loading, unloading and service area space and vehicular access shall conform with the requirements of this land development code at the time of any alteration or expansion of the use.

(Code 1998, § 98-13; Code 2008, § 98-13; Ord. No. 281-C, § 1(ch. 12, § 3), 11-8-1994; Ord. No. 2018-28, § 2, 8-28-2018)

- (a) *Determination for unlisted uses or alternative parking.* If the proposed use is not listed or compatible with a use listed in the table of minimum parking space requirements, the administrative official shall make a determination of the appropriate parking for the proposed use based on the standards and guidelines of the Institute of Transportation Engineers (ITE) or the latest Smart Code published by the Form Based Codes Institute. In reaching the determination, the director may consider and be guided by the requirements for similar uses, the number and kind of vehicles likely to be attracted to the proposed use, parking requirements of such uses in other jurisdictions, special conditions or situations of the proposed use, or a combination of sources.
- (b) *Minimum off-street parking space requirements.* Minimum off-street parking space requirements are as follows:

<i>Land Use</i>	<i>Minimum Number of Spaces per Indicated Unit</i>	<i>Minimum Number of Spaces per Indicated Unit in the Central Business District</i>	<i>Per Unit of Measure</i>
Single-family	2	1	Per dwelling unit
Multifamily	1.5	1.25	Per one-bedroom unit
Multifamily	2	1.5	Per two-bedroom unit
Multifamily	2.5	2.0	Per three-bedroom unit
Mobile home parks	2	N/A	Per dwelling unit

Churches and funeral homes	1	0.5	Per four permanent seats in the sanctuary or assembly room
Offices and veterinary clinics	1	0.6	Per 200 square feet of floor space
Hospitals, clinics, ACLFs and nursing homes	1	1	For each four beds
Plus	1	N/A	For each doctor
Plus	1	0.5	For each 4 employees
Roominghouses and boardinghouses	1	0.5	For each bedroom
Nursery schools, childcare centers, kindergartens, or public, vocational and professional schools	1	1	Per 300 square feet of classroom space
Plus	1	0.5	For each staff member
Plus	1	0.5	For each four employees
Wholesale business	1	0.5	Per 200 square

and personal services			feet of floor space
Retail	1	*	Per 333 square feet of floor space
Theaters, auditoriums and cinemas	1	0.5	For each four seats in the assembly rooms
Hotels, motels and Bed and Breakfast	1	1	For each accommodation
Plus	1	N/A	For each three employees
Restaurants, takeout only	1	0	Per 100 square feet of gross floor area
Restaurants and lounges	1	0.5	Per 4 seats (including outdoor seating)
Plus	1	0	For each four employees
Automotive services and gas stations	4	4	For each service bay or similar facility

Plus	1	0	For each employee
Recreation facilities	1	0.5	Per 200 square feet of floor area devoted to patron use
Golf course	6/1	N/A	Per green/per practice tee
Lodges and clubs	1	0.5	Per 50 square feet of floor space
Light manufacturing	1	1	Per 500 square feet of floor area
or	1	1	For each two employees based on the greatest number of employees at work on the largest shift, whichever is greater
Unmanned utility facilities	1	0	Per 1,000 square feet of

			floor area, with a minimum of two spaces required
Warehouse/Bulk Storage	1	0.5	Per 1,000 square feet of floor space, with a minimum of two spaces required
Warehouse/Showroom	1	1	Per 1,000 square feet of floor space, with a minimum of two spaces required

* A mixed-use project is exempt from minimum parking requirements

Note: Planned unit developments shall provide off-street parking based upon the aggregate sum of all proposed uses, discounted for any reduced parking benefit attributable to the unique mix of uses and offsetting peak hour parking demands.

(Code 1998, § 98-14; Code 2008, § 98-14; Ord. No. 281-C, § 1(table 12-1), 11-8-1994; Ord. No. 294-C, § 2, 9-28-1999; Ord. No. 373-C, § 2, 11-24-2009; Ord. No. 2018-28, § 2, 8-28-2018)

821 West Minneola



Sec. 115-2. Off-street parking facilities.

- (a) *Required.* Off-street parking areas, including required parking spaces, accessways, buffers and related off-street parking appurtenances, shall be provided for all buildings and uses on the premises. The requirements of this chapter shall apply to all development, whether new structures or alterations to existing structures.
- (b) *Compliance with regulations.* The requirements for off-street parking applicable to any use shall be a continuing obligation of the owner and occupant of the property on which any such use is located, so long as the use is in existence. It shall be unlawful for an owner or occupant of any use affected by this section to discontinue, change, dispense with, or in any way cause a change in the size, design or number of parking spaces required by this section, apart from the discontinuance of such use, without establishing alternative parking spaces which meet the requirements of this section, or for any person to use such building without acquiring such land for parking which meets the requirements of this section. In addition, parking spaces required by this section shall not be made unusable or inaccessible in any way during the life of the use served by such parking spaces, except as required for maintenance and repair. This section shall not prohibit the replacement or reconfiguration of parking spaces at grade, below grade or above grade to comply with the requirements of this section.

(Code 1998, § 98-2; Code 2008, § 98-2; Ord. No. 281-C, § 1(ch. 12, § 2(A)), 11-8-1994; Ord. No. 2018-28, § 2, 8-28-2018)

Sec. 115-3. Parking spaces.

- (a) *Size.*
 - (1) *Standard parking spaces.* Standard parking spaces shall consist of a minimum net area of 200 square feet, with a minimum width of ten feet and a minimum length of 20 feet. All standard spaces shall be striped. Parking space depth may be reduced to 18 feet when spaces are perpendicular to perimeter landscaped buffers, do not include wheel stops, and the required minimum perimeter buffer width is expanded by a minimum of two feet.
 - (2) *Compact parking spaces.* Compact parking spaces shall be nine feet wide and 17 feet long. All compact spaces shall be double striped.
 - (3) *Oversized spaces.* Oversized spaces shall be ten feet wide and 35 feet long. All oversized spaces shall be striped.
- (b) *Number of spaces.* The minimum off-street space requirements for all uses shall be in accordance with the table of minimum off-street parking space requirements in section 115-14.
- (c) *Mixed-use development.* Where a mixed-use development is proposed, the parking standards for each individual proposed use shall be required. A parking study may be submitted to the administrative official to justify modifications to this requirement, such that shared parking can be justified based on the complimentary nature of the proposed uses and offsetting peak parking demands. The administrative official shall ensure that the minimum number of spaces necessary to accommodate the mix of uses is provided on site to accommodate peak parking demand while reducing the overall amount of land devoted to parking to the greatest extent possible.
- (d) *Large-scale development.* Certain large-scale uses, such as planned development projects, normally have a diversity and variability in parking demand. In such cases, a parking study is required to be submitted with the development proposal to identify the necessary parking requirement. The final decision on the amount of parking shall be determined by the development review committee in consideration of the parking study along with traffic engineering and planning data that is appropriate to the proposed development and

intended use. The outcome should reduce the overall amount of land dedicated to parking while ensuring that typical daily peak parking demand is accommodated.

(Code 1998, § 98-3; Code 2008, § 98-3; Ord. No. 281-C, § 1(ch. 12, § 2(A)(1)—(4)), 11-8-1994; Ord. No. 2018-28, § 2, 8-28-2018)

Sec. 115-14. Table of minimum parking space requirements.

- (a) *Determination for unlisted uses or alternative parking.* If the proposed use is not listed or compatible with a use listed in the table of minimum parking space requirements, the administrative official shall make a determination of the appropriate parking for the proposed use based on the standards and guidelines of the Institute of Transportation Engineers (ITE) or the latest Smart Code published by the Form Based Codes Institute. In reaching the determination, the director may consider and be guided by the requirements for similar uses, the number and kind of vehicles likely to be attracted to the proposed use, parking requirements of such uses in other jurisdictions, special conditions or situations of the proposed use, or a combination of sources.
- (b) *Minimum off-street parking space requirements.* Minimum off-street parking space requirements are as follows:

<i>Land Use</i>	<i>Minimum Number of Spaces per Indicated Unit</i>	<i>Minimum Number of Spaces per Indicated Unit in the Central Business District</i>	<i>Per Unit of Measure</i>
Single-family	2	1	Per dwelling unit
Multifamily	1.5	1.25	Per one-bedroom unit
Multifamily	2	1.5	Per two-bedroom unit
Multifamily	2.5	2.0	Per three-bedroom unit
Mobile home parks	2	N/A	Per dwelling unit
Churches and funeral homes	1	0.5	Per four permanent seats in the sanctuary or assembly room
Offices and veterinary clinics	1	0.6	Per 200 square feet of floor space
Hospitals, clinics, ACLFs and nursing homes	1	1	For each four beds
Plus	1	N/A	For each doctor
Plus	1	0.5	For each 4 employees
Roominghouses and boardinghouses	1	0.5	For each bedroom
Nursery schools, childcare centers, kindergartens, or public, vocational and professional schools	1	1	Per 300 square feet of classroom space
Plus	1	0.5	For each staff member
Plus	1	0.5	For each four employees
Wholesale business and personal services	1	0.5	Per 200 square feet of floor space
Retail	1	*	Per 333 square feet of floor space

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Recodification codified through Ordinance No. 2022-037, adopted on September 27, 2022

Theaters, auditoriums and cinemas	1	0.5	For each four seats in the assembly rooms
Hotels, motels and Bed and Breakfast	1	1	For each accommodation
Plus	1	N/A	For each three employees
Restaurants, takeout only	1	0	Per 100 square feet of gross floor area
Restaurants and lounges	1	0.5	Per 4 seats (including outdoor seating)
Plus	1	0	For each four employees
Automotive services and gas stations	4	4	For each service bay or similar facility
Plus	1	0	For each employee
Recreation facilities	1	0.5	Per 200 square feet of floor area devoted to patron use
Golf course	6/1	N/A	Per green/per practice tee
Lodges and clubs	1	0.5	Per 50 square feet of floor space
Light manufacturing	1	1	Per 500 square feet of floor area
or	1	1	For each two employees based on the greatest number of employees at work on the largest shift, whichever is greater
Unmanned utility facilities	1	0	Per 1,000 square feet of floor area, with a minimum of two spaces required
Warehouse/Bulk Storage	1	0.5	Per 1,000 square feet of floor space, with a minimum of two spaces required
Warehouse/Showroom	1	1	Per 1,000 square feet of floor space, with a minimum of two spaces required

* A mixed-use project is exempt from minimum parking requirements

Note: Planned unit developments shall provide off-street parking based upon the aggregate sum of all proposed uses, discounted for any reduced parking benefit attributable to the unique mix of uses and offsetting peak hour parking demands.

(Code 1998, § 98-14; Code 2008, § 98-14; Ord. No. 281-C, § 1(table 12-1), 11-8-1994; Ord. No. 294-C, § 2, 9-28-1999; Ord. No. 373-C, § 2, 11-24-2009; Ord. No. 2018-28, § 2, 8-28-2018)

Sec. 115-17. Parking in the Central Business District (CBD) Zoning District.

- (a) The Central Business District represents the historic core of the city built upon a gridded street system with a mix of land uses with a strong pedestrian orientation. The streets are designed to accommodate on-street parking, adding to the overall inventory of publicly accessible parking. In order to achieve the desired development objectives of the downtown, the city recognizes that parking for existing uses and new uses can be accommodated through on-site spaces or on an off-site (remote parking) location.
- (b) Location of required parking spaces.
- (1) Parking spaces required by this section in the Central Business District zoning district shall be located on the same building site as the use they serve, or on a properly zoned lot within a specified distance of the building site (remote parking). The acceptable distance for remote parking varies by user as follows:

Off-Site (Remote) Parking

Customer	Employee
1,320 ft.	2,640 ft.

- (2) Remote parking encumbrance. Whenever parking required by this section is not located on the same building site as the use it serves, the applicant for such use shall submit with the application an instrument duly executed, approved by the city attorney, and recorded in the public records of the county, which subjects the parcels or tracts of land to parking uses in connection with the principal use for which it is available. Such instrument shall be irrevocable to ensure that the proposed use retains the number of parking spaces required by this section. Should the use of the remote parking site become unavailable for continued use for remote parking, the owner and/or tenant must replace the lost parking with an acceptable alternative such that the land use is continually served by parking in compliance with this section.
- (c) In an effort to foster revitalization and enhancement of the Central Business District, parking space credits shall be granted to existing structures and vacant land in the following manner:
- (1) Existing structures located in the Central Business District shall be given a parking space credit equal to the parking space requirements for the current use of the structure. For structures with more than one use, calculation of the credit is based on the amount of square footage devoted to each particular use.
- (2) For existing nonresidential structures, no additional parking spaces shall be required for a change in use to another nonresidential use, provided the square footage remains the same.
- (3) Residential uses changing to nonresidential must provide parking equivalent to those nonresidential uses as required by this section.
- (4) All vacant parcels changing to either residential or nonresidential must provide parking equivalent to those residential or nonresidential uses as required by this section.
- (5) Parking spaces and/or parking space credits shall remain the sole possession of the property for which they were initially provided. Parking space credits shall not be transferable from one business location to another business location.
- (6) Single-family residential structures and vacant parcels shall be given credit for two spaces and multifamily structures shall be given credit for 1.5 spaces per unit.
- (d) Vacant property being developed for new residential or nonresidential uses, shall be required to provide off-street parking spaces consistent with this section. A parking plan shall be provided with all applications for

individual development approval which shall clearly and accurately designate the required parking spaces, required landscaped areas and planter islands, access aisles and driveways and the relationship of the parking to the uses and structures the spaces are intended to serve. All off-street parking facilities shall be designed and constructed in accordance with the city's adopted engineering standards.

(Code 2008, § 98-17; Ord. No. 2013-04, § 2, 2-26-2013; Ord. No. 2018-28, § 2, 8-28-2018)



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 22, 2023		
Agenda Item Name		
Resolution No. 2023-032R		
Requested Action		
Approve Resolution 2023-032R		
Staff Report		
The staff is requesting approval to authorize the Mayor to enter into an Agreement to purchase approximately 3.29 acres of property from First Baptist Church on Hartwood Marsh Road to relocate Fire Station #2. The existing Fire Station #2 is in desperate need of repair and expansion to meet both our current and future Fire Safety needs. The city is currently in the design process for an expanded Fire Station #2. Relocation of the station to this property will allow for the station to be built with an appropriate footprint that will allow for expanded staffing, vehicles and training capabilities that will serve its current service area as well as the anticipated needs for Wellness Way.		
Additional Analysis		
Fiscal Impact Summary		
Funds have been budgeted in the current fiscal year.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2023-032R Land Purchase Fire Station (08.22.2023)	2023-032R Land Purchase Fire Station (08.22.2023).pdf
2.	First Baptist PSA Fire Staion 2_Agreement	First Baptist PSA Fire Staion 2_Agreement.doc
3.	First Baptist PSA Ex A Page 1	First Baptist PSA Ex A Page 1.pdf
4.	First Baptist PSA Ex A Page 2	First Baptist PSA Ex A Page 2.pdf
5.	First Baptist PSA Exh B	First Baptist PSA Exh B.pdf



CITY OF CLERMONT
RESOLUTION NO. 2023-032R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING THE AGREEMENT FOR THE PURCHASE OF 3.29 +/- ACRES OF CERTAIN REAL PROPERTY LOCATED IN LAKE COUNTY FOR USE OF A FIRE STATION FROM FIRST BAPTIST CHURCH OF CLERMONT, INC. FOR \$740,250.00 AND AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN.

WHEREAS, the purchase of real property for the City use for the construction, maintenance and operation of a fire station and attendant public facilities is in the best interests of the citizens of the City of Clermont.

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 authorizes the Mayor to enter into the Agreement attached hereto and incorporated herein as Exhibit “A” for the purchase of 3.29 +/- acres of real property located in Lake County from First Baptist Church of Clermont, Inc. \$740,250.00. The City Council further authorizes the City Manager to perform all acts necessary and appropriate to close on the property, including, but not limited to, executing any and all documents at closing.

Section 2:

The City Manager is specifically authorized to withhold the formal written agreement and completion of the transaction upon determination of any matter or factor, hereafter coming to his/her attention which may indicate such action is not in the City’s best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City council, in session, for review and direction.

Section 3:

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2023-032R

PASSED AND ADOPTED by the City Council of the City of Clermont, Florida on the 22nd day of August, 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

AGREEMENT TO SELL AND PURCHASE

THIS AGREEMENT TO SELL AND PURCHASE (the "Contract") is made and entered into on _____, 2023, by and between The CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 West Montrose Street, Clermont, Florida ("Buyer") and First Baptist Church of Clermont, Inc., whose address is 2751 Hartwood Marsh Rd CLERMONT, FL 34711 ("Seller"):

NOW THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, the mutual covenants herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant, stipulate and agree as follows, to wit:

1. **Description of Property.** The property that is to be sold and conveyed by Seller and purchased and accepted by Buyer pursuant to this Contract shall be that certain vacant real property situated in Lake County, Florida, consisting of approximately 3.29 +/- acres , as more particularly described in the legal description and as Parcel 1 on the survey attached hereto as composite Exhibit "A", together with all tenements; hereditaments, rights, privileges and easements thereunto belonging (hereinafter together referred to as the "Property").

2. **Agreement to Sell and to Purchase.** Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and accept the Property upon the terms and subject to the conditions set forth in this Contract.

3. **Purchase Price and Method of Payment.** Subject to credits, adjustments and prorations for which provisions are hereinafter made in this Contract, the total purchase price for the Property to be paid by Buyer and received and accepted by Seller shall be **SEVEN HUNDRED FORTY THOUSAND AND TWO HUNDRED AND FIFTY DOLLARS (\$740,250.00)**. Within TEN (10) days of the Effective Date, the sum of **FIVE THOUSAND DOLLARS (\$5,000)** shall be deposited by Buyer in escrow as an Earnest Money Deposit to be held by DeBeaubien, Simmons, Knight, Mantzaris & Neal, LLP (escrow agent) subject to the terms and conditions hereof. Upon compliance with all of the terms and conditions of this Contract, the balance of the purchase price shall be paid by Buyer and the escrow agent to the Closing Agent on behalf of Seller in United States funds by cash or by wire transfer at the time of closing.

4. **Title.** Within FIFTEEN (15) days of the Effective Date of this Contract, the Closing Agent at Seller's expense shall deliver an original commitment for title insurance committing to issue an Owner's policy to Buyer as purchaser of the Property in the amount of the purchase price. (Hereinafter referred to as the "title report"). Seller shall select the Title Company and closing agent. During the Inspection Period described in Paragraph 6 hereof, Buyer shall determine whether Buyer is willing to accept title to and acquire the Property from Seller. In the event that Buyer shall determine that any one or more of the title exceptions set forth in the Title Report (the "Title Exceptions") are unacceptable to Buyer in its sole discretion, Buyer shall be entitled to terminate this Contract by delivering written notice thereof to Seller on or before the expiration of the Inspection Period, whereupon this Contract shall terminate as provided in Paragraph 7 hereof. In the event Buyer shall not terminate this Contract as a result of the title

examination, investigations and inspections to be performed by Buyer pursuant to Paragraph 6 hereof, then and in such event Buyer shall be deemed to have approved the Title Exceptions and to have agreed to accept title to and acquire the Property from Seller subject to the Title Exceptions.

5. **Survey**. Buyer may have the Property surveyed at its expense during the Inspection Period. If the survey obtained by Buyer discloses any encroachments or other adverse matters, which are unacceptable to Buyer in its sole discretion, Buyer shall be entitled to terminate this Contract by delivering written notice thereof to Seller prior to the expiration of the Inspection Period, whereupon this Contract shall terminate as provided in Paragraph 7 hereof. In the event Buyer shall not terminate this Contract during the Inspection Period, then and in such event Buyer shall be deemed to have agreed to accept title to and acquire the Property from Seller subject to any matters disclosed by the survey of the Property obtained by Buyer.

6. **Investigations and Inspections of Property**.

(a) Buyer and its architects, engineers and other agents shall have a period of SIXTY (60) days following the Effective Date, (hereinafter referred to as the "Inspection Period") within which to undertake such physical inspections and other investigations of and concerning the Property as may be necessary in order to evaluate the physical characteristics of the Property, as well as such other matters as shall be deemed by Buyer to be necessary in order for Buyer to evaluate the Property and determine the feasibility of Buyer's purchase of the same, including, without limitation, those matters related to the title to the Property as provided in Paragraph 4 hereof, and those matters disclosed by any survey of the Property obtained by Buyer as provided in Paragraph 5 hereof. For such purpose, Seller hereby grants to Buyer and its agents or assigns full right of entry upon the Property and any part thereof during the Inspection Period for the purpose of undertaking such inspections and investigations. It is expressly provided, however, that Buyer and any agent or assignee of Buyer who shall enter upon the Property pursuant to such right of entry shall, as a condition to the exercise thereof, be deemed to have agreed, and does hereby agree, to indemnify and save and hold Seller harmless from and against any and all loss, damage, cost, expense, liability or responsibility whatsoever (including, without limitation, reasonable attorneys' fees) which may be occasioned, directly or indirectly, by reason of the exercise of such right of entry upon the Property, and that such indemnification shall expressly survive both the termination of this Contract and the closing of the sale and purchase of the Property contemplated by this Contract.

(b) Seller shall provide to Buyer, at no cost to Buyer, copies of all reports and analyses that Seller may have obtained, or been provided, at any time, regarding the subject property. Buyer acknowledges that it will return same to Seller in the event that the transaction contemplated by this Agreement does not timely close or the Agreement is terminated.

7. **Unacceptability of Inspections**. In the event that the results of the inspections, investigations, reviews, feasibility studies and Seller approvals to which reference is made in Paragraphs 4, 5 and 6 above and 8 below, are, in Buyer's sole opinion and within Buyer's sole discretion, unacceptable to Buyer for any reason whatsoever, and Buyer so notifies Seller of the fact on or

before the expiration of the Inspection Period provided in Paragraph 6 hereof, or prior to Closing for those matters contained in Paragraph 8, then at Buyer's option and upon Buyer's request, Buyer may terminate the Contract without consequence and the deposit immediately returned to Buyer by Escrow Agent. If the Contract is terminated by Buyer, it shall be rendered, null and void, and be of no further force and effect and all parties hereto shall thereupon be relieved and absolved of any further liabilities or obligations whatsoever to each other hereunder, except with respect to those liabilities or obligations hereunder which are expressly stated to survive the termination of this Contract.

8. **Conveyance of Property**. At Closing, Seller shall deliver to Buyer: (i) a duly executed General Warranty Deed in recordable form conveying fee simple title to the Property free and clear of all liens, encumbrances and exceptions except for matters of title accepted by Buyer set forth in the Commitment; (ii) an assignment from Seller to Buyer in a form acceptable to Buyer, assigning all of Seller's right, title and interest in all guarantees and warranties pertaining to the Property and any permits, licenses, plans, authorizations and approvals relating to the Property, (iii) if applicable, an affidavit from Seller certified to Buyer and to the title company in form required by Buyer and the title company to delete from Buyer's title insurance policy all construction liens and possession exceptions and any other exceptions the title company will delete based on Seller's affidavit; (iv) a certification by Seller which indicates that Seller is not a foreign person as defined in the Internal Revenue Code; (v) written affirmation that the representations and warranties set forth in Paragraph 13 hereof remain true at the time of closing; (vi) a duly-executed Seller's closing statement; (vii) such documents as the title company requires in order to evidence the authority and good standing of Seller to complete this transaction; and (viii) other documents reasonably required by Buyer or the title company in order to consummate the transaction contemplated herein. At Closing, Buyer shall pay to Seller the Purchase Price of the Property described above which shall be distributed to the Seller in accordance with this Agreement.

9. **Closing**. The sale and purchase transaction contemplated in this Contract shall be closed, the purchase price paid and the aforesaid closing documents delivered on or before thirty (30) days from the expiration of the inspection period, unless extended by the Parties. The closing shall be completed by a closing agent or attorney as selected by Seller and shall take place in Clermont, Lake County, Florida or by express mail and at such time as agreed to by the Parties. At Closing, the City Manager of Buyer is authorized on behalf of Buyer to execute all documents necessary to complete the transaction contemplated herein.

10. **Closing Costs**. Closing Costs shall be paid as follows:

- (a) Seller shall pay recording fees and state documentary stamps as may be required to be affixed to the General Warranty Deed, the premium for the owner's title insurance policy to be issued pursuant to the Commitment, the cost of recording any and all other documents necessary to deliver good and clear title, and any closing agent and document preparation fees.
- (b) Buyer shall pay the cost of any survey or appraisal obtained by Buyer and any documents or costs associated with financing any portion of the purchase price, if applicable.

(c) Each party shall pay for their own Attorney Fees and costs.

11. **Possession.** Possession of the Property shall be delivered by Seller to Buyer at the time of closing hereunder. Prior to closing and the delivery of possession as aforesaid, Seller shall remain the owner of the Property and shall bear the risk of all loss of whatever nature, except as provided in Paragraph 6 hereof with respect to loss occasioned as a result of Buyer's inspections and investigations of the Property.

12. **Prorations.** Ad valorem real and personal property taxes for the year of closing shall be prorated as of the date of closing. If, however, the amount of such taxes for the year of closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes and utilizing full discounts, shall be used as an estimate, and tax prorations based on such estimate shall be readjusted by Buyer and Seller when the actual tax bills for the year of sale are received, which obligation shall expressly survive closing for a period of twelve (12) months.

13. **Representations and Warranties of Seller.** Seller represents and warrants (which warranties shall survive the closing hereunder) to the Buyer that:

- (a) From and after the Effective Date, Seller shall not perform or permit any act or event that might diminish, encumber or adversely and materially affect the condition of or title to the Property or Buyer's rights under this Contract.
- (b) Seller, to the best of Seller's knowledge, has not received notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to any actual or threatened taking of the Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, nor does Seller have any knowledge of any such actual or threatened taking. Further, Seller has not received any notice of any existing or threatened lawsuit by which any party claims an interest in the Property.
- (c) Seller, to the best of Seller's knowledge, is in full compliance with requirements of all governmental authorities with respect to the Property and this Contract. Seller has not received any notices from any city, county, state or other governmental authority or other person or entity of violations in respect of the Property.
- (d) Buyer, to the best of Seller's knowledge, and without the obligation of due investigation, has or shall have unobstructed and direct access to the Property on the date of closing to a dedicated public right-of-way.
- (e) Seller owns fee simple title to the Property and has full power, right and authority, and is duly authorized to enter into this Contract, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder.

- (f) Other than has been disclosed to Buyer, there is no tenant or any other occupant of the Property having any right or claim to possession or use of the Property. Possession of the Property shall be delivered to Buyer by Seller free of rights or claims of any tenants, occupants or parties in possession.
- (g) To Seller's best knowledge, without the obligation of due investigation, there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Property; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Property; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any adjacent properties; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property. For purposes of this Paragraph 13, the term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Property, and also includes, without limitation, the surface and subsurface waters of the Property, and any activity undertaken or hereafter undertaken on the Property which would cause: (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901 et seq., or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601-9657, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., or the Clean Air Act, 42 U.S.C. 7401 et seq., or any similar state law or local ordinance; or (iv) any substances or conditions in, on or under the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirement, including the presence of any underground storage tanks or underground deposits located on the Property.
- (h) Seller, to the best of Seller's knowledge, has received no notice, and has no knowledge, of any existing or pending special assessments affecting the Property which may be assessed by any governmental authority, water or sewer authority, drainage district or any other special taxing district or other entity.
- (i) There is no litigation, investigation or proceeding pending or to the best of Seller's knowledge threatened or any other condition which relates to or affects the Property

or which would impair or otherwise adversely affect this Contract, Seller's performance hereunder and/or Buyer's intended use of the Property.

- (j) Seller has not entered into any other contracts, agreements or understandings, verbal or written, for the sale or transfer of any portion of the Property.
- (k) Seller has not made and has no knowledge of any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the Commitment.
- (l) To the best of Seller's knowledge, without the obligation of due investigation, all roads abutting the Property are dedicated public roads and the deed to be delivered to Buyer at Closing hereunder is the only instrument necessary to convey to Buyer: (i) full access to and right to freely use such roads; and (ii) all rights appurtenant to the Property in such roads.
- (m) To the best of Seller's knowledge, without the obligation of due investigation, the Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.
- (n) Seller, if other than an individual, is a duly-organized entity under the laws of the State of Florida and has authority to execute this Contract, and this Contract is binding on Seller.
- (o) To the best of Seller's knowledge and belief, no representation, statement or warranty by Seller contained in this Contract or in any exhibit attached hereto contains or will contain any untrue statements or omits or will omit a material fact necessary to make the statement of fact therein recited not misleading.
- (p) To the best of Seller's knowledge, neither the execution and delivery of this Contract, nor compliance with the terms and conditions of this Contract by Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which it is bound. The statements and representations of Seller set forth in this Contract shall be true and reaffirmed in writing at the Closing and shall survive the Closing.

If, after the Effective Date, any event occurs or condition exists of which Seller has knowledge or about which Seller receives information which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Buyer in writing and Buyer shall thereafter have the option to terminate this Contract prior to closing, in which event all payments made by Buyer to Seller shall immediately be returned to Buyer, this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

14. **Conditions Precedent to Closing.** Buyer's obligation to close the sale and purchase transaction contemplated in this Contract shall be and is expressly conditioned upon all warranties of Seller described in Paragraph 13 being true and correct at the time of closing without any breach or breaches of the same by Seller, and upon all obligations of Seller provided in this Contract being fully performed by Seller, having occurred or being waived by Buyer in writing prior to or at closing.

15. **Default.** In the event that Buyer fails to close on the purchase of the subject property, and subject to the title, survey and inspection periods set forth in Paragraphs 4, 5 and 6 and Paragraph 8, any Earnest Money Deposit shall become the sole property of Seller. Seller's retention of the deposit shall constitute liquidated damages and be Seller's sole remedy for any breach of this Contract by Buyer, it being agreed that (i) the deposit is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Property from sale and the failure of closing to occur due to a default of Buyer under this Contract; (ii) the actual damages suffered and costs incurred by Seller as a result of such withdrawal and failure to close due to a default of Buyer under this Contract would be extremely difficult and impractical to determine; (iii) Buyer seeks to limit its liability under this Contract to the amount of the payments made, if this Contract is terminated and the transaction contemplated by this Contract does not close due to a default of Buyer under this Contract; and (iv) such amount shall be and constitute valid liquidated damages. If the Seller fails to perform any of the covenants of this Contract on its part to be performed, Buyer may at its option: (i) terminate this Contract whereupon the payments made by Buyer to Seller shall be returned and Seller shall be released and relieved of all obligations or liabilities under this Contract; or (ii) proceed in equity in an action for specific performance to enforce its rights under this Contract.

16. **Litigation and Attorneys' Fees.** In the event it shall be necessary for either party to this Contract to bring suit to enforce any provision hereof or for damages on account of any breach of this Contract or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the Court.

17. **Survival of Provisions.** The provisions of this Contract shall not survive the closing hereunder except as expressly provided elsewhere in this Contract.

18. **Time of Essence.** It is expressly agreed by both the Seller and Buyer that time is of the essence of this Contract and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by the parties hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing. Unless otherwise expressly provided herein, all periods for performance, approval, delivery or review and the like shall be determined on a

"calendar" day basis. If any day for performance, approval, delivery or review shall fall on a Saturday, Sunday or legal holiday, the time therefor shall be extended to the next business day.

19. **Notices**. Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing, shall be effective upon receipt and shall be delivered by registered or certified United States Mail, postage prepaid, return receipt requested, or by facsimile or telecopy transmission, with acknowledgment of receipt upon transmission, to the party entitled or required to receive the same, as follows:

TO SELLER: First Baptist Church of Clermont, Inc.
2751 Hartwood Marsh Rd
Clermont, FL 34711
Attn.: Bill Lawson, President

TO BUYER: City of Clermont
P.O. Box 120219
Clermont, FL 34712
Attn.: Brian Bulthuis, City Manager

20. **Governing Law and Binding Effect**. This Contract and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns.

21. **Integrated Contract, Waiver and Modification**. This Contract represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, shall be binding on either party hereto. This Contract may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.

22. **Brokerage**. Seller and Buyer acknowledge neither party has employed a broker or finder and that no commission or fees are to be paid hereunder. Seller and Buyer each agree to indemnify, defend and hold the other harmless from and against any commissions or fees or claims for commissions or fees arising under the indemnifying party, which indemnification shall expressly survive the termination of this Contract and the closing of the sale and purchase of the Property contemplated by this Contract.

23. **Assignability**. Buyer or Seller may assign its interest herein without the prior written consent of the other. Any assignment shall be in writing and a copy of such assignment executed by both

assignor and assignee shall be delivered to Buyer or Seller, as the case may be. Said assignment shall not relieve or release Buyer or Seller of any obligations or liability hereunder.

24. **Effective Date.** The "Effective Date" of this Contract shall be the date upon which this Contract is signed by the Buyer after approval of the City of Clermont City Council.

25. **Counterparts.** This Contract may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together and constitute one Contract between the parties hereto.

26. **Interpretation.** Seller and Buyer acknowledge each to the other that both they and their counsel have reviewed this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation to this Contract or any Exhibits hereto.

IN WITNESS WHEREOF, Seller and Buyer have each caused this Contract for Sale and Purchase to be executed as of dates set forth below.

BUYER:

Attest:

The City of Clermont,
a Florida municipal corporation

By: _____
Tracy Ackroyd Howe, City Clerk

By: _____
Tim Murry, Mayor
Date: _____

SELLER:

Attest:

First Baptist Church of Clermont, Inc.
A Florida Not For Profit Corporation

By: _____

Printed Name and Title

By: _____
Bill Lawson, President
Date: _____

As to acknowledgment of receipt of deposit:

Escrow Agent

Daniel F. Mantzaris
DeBeaubien, Simmons, Knight, Mantzaris & Neal, LLP
Date: _____

EXHIBIT "A" TO SALE AND PURCHASE AGREEMENT
FIRST BAPTIST CHURCH OF CLERMONT, INC. AND THE CITY OF CLERMONT

A PARCEL OF LAND LYING IN A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE RUN SOUTH 89°16'44" EAST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, FOR A DISTANCE OF 40.01 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HANCOCK ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 5398, PAGE 2174 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALSO BEING THE NORTHWEST CORNER OF REGENCY HILLS PHASE 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 49, PAGES 57 THROUGH 61, OF SAID PUBLIC RECORDS, BEING THE POINT OF BEGINNING; THENCE RUN NORTH 00°23'13" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 250.00 FEET TO A POINT ON A LINE 250.00 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES, THE AFORESAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, RUN SOUTH 89°16'44" EAST ALONG SAID LINE FOR A DISTANCE OF 250.00 FEET; THENCE RUN SOUTH 47°28'07" EAST, FOR A DISTANCE OF 75.00 FEET TO A POINT ON A LINE 200.00 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES, THE AFORESAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 89°16'44" EAST ALONG SAID LINE FOR A DISTANCE OF 341.23 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 00°37'24" WEST, FOR A DISTANCE OF 200.00 FEET TO THE SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALSO BEING THE NORTH LINE OF THE AFORESAID PLAT OF REGENCY HILLS PHASE 3; THENCE RUN NORTH 89°16'44" WEST ALONG SAID SOUTH AND NORTH LINE FOR A DISTANCE OF 646.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 143,176 SQUARE FEET (3.29 ACRES), MORE OR LESS.

EXHIBIT “B” TO SALE AND PURCHASE AGREEMENT
FIRST BAPTIST CHURCH OF CLERMONT, INC. AND THE
CITY OF CLERMONT

UTILITY EASEMENT

THIS EASEMENT made _____, 2023,
between FIRST BAPTIST CHURCH OF CLERMONT, INC
whose address is 2751 Hartwood Marsh Rd.,
Clermont, FL 34711herein referred to as GRANTEE, and the
CITY OF CLERMONT, a Florida Municipal Corporation,
685 W. Montrose St., Clermont, Florida, herein referred to as GRANTOR;

For recording use only

GRANTOR, in consideration of TEN DOLLARS (\$10.00), and other valuable consideration to GRANTOR paid by GRANTEE, receipt of which is acknowledged, does hereby grant an EASEMENT IN GROSS to GRANTEES forever, to have and to hold for private purposes a UTILITY EASEMENT, for the right of ingress and egress to operate, maintain, repair and replace the existing sanitary sewer improvement contained within, and upon, under and through the real property described in Exhibit “A” attached hereto and situated in Lake County, Florida. Provided, however, that in the event that GRANTEE’s exercise of its rights hereunder result in damage or disturbance of any landscaping or appurtenances lawfully placed within the Easement Area, GRANTEE shall restore the landscaping and appurtenances to the condition they were in, reasonable wear and tear excepted, prior to GRANTEE’s exercise of its rights hereunder.

In further consideration of the rights granted herein and specific recognition of GRANTEE’s benefit of using public property for a private sanitary sewer line connection, GRANTEE, on behalf of itself, its heirs, transfers, assigns and subcontractors agrees, without limitation, to indemnify and hold harmless GRANTOR for any demands, claims, causes of action, or suits of any kind, whether actual or threatened and for any and all damages, including attorney fees, at all levels including appeal, resulting from said demands, claims, causes of action or suits and indirectly or directly related to the construction, maintenance and use of the easement area by GRANTEE.

Reserving to the GRANTOR all rights not inconsistent with said easement, including reversion upon release.

IN WITNESS WHEREOF, GRANTOR has hereunto set GRANTOR’S hands and seal the day and year first above written.

signed, sealed and delivered
in the presence of:

Grantor: City of Clermont

By: _____

(Print Name) _____

(Print Name) _____

ACKNOWLEDGEMENT AND SIGNATURES CONTINUED ON PAGE 2

EXHIBIT “B” TO SALE AND PURCHASE AGREEMENT
FIRST BAPTIST CHURCH OF CLERMONT, INC. AND THE
CITY OF CLERMONT

For recording use only

STATE OF FLORIDA
COUNTY OF LAKE

On _____, 20_____, the foregoing instrument was acknowledged before me by _____, and _____ and who are personally known to me or who have produced _____ and _____ as identification and who (did) (did not) take an oath.

Notary Public (Signature)

Notary Public (Typed, Printed, or Stamped)

The Grantee accepts, acknowledges and agrees to the above-stated terms and conditions related to the rights granted herein.

Grantee: First Baptist Church of Clermont, Inc.

Date: _____