



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, March 14, 2017**

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

2017 Healthy Weight Community Champion Award

Marine Corp League Toys for Tots

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Police Officers Collective Bargaining
Negotiations Team

Consider approval of proposed individuals to serve on the City's negotiations team.

Item No. 2 - Bid Award and Budget Amendment

Consider approval of bid award to Oelrich Construction, Inc. to provide construction of Victory Pointe Wetland Park in the total amount of \$9,450,367 and a budget amendment to the Stormwater Fund in the amount of \$1,450,367.

Item No. 3 - Resolution No. 2017-09
Florida Boating Improvement Program Grant

Consider approval of resolution allowing the City of Clermont to apply for the Florida Boating Improvement Program Grant in the amount of \$250,000. This grant would partially fund the Relocation and Improvements to the Clermont Boat Ramp.

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Item No. 4 - Mitigation Credit Purchase
Agreement and Budget Amendment
Victory Pointe Wetlands Park

Consider Mitigation Credit Purchase Agreement with Hammock Lake Mitigation Bank, LLC. in the amount of \$145,600 for the Victory Pointe Project and a budget amendment to the Stormwater Fund in the amount of \$145,600.

Item No. 5 - Resolution No. 2017-15
Surplus Request and Sale

Consider approval to declare real property located at the northwest corner of West Minneola Avenue and Victory Way as surplus and authorization of the sale thereof to Graff Development, LLC in the amount of \$195,000.

Item No. 6 - Surplus Request

Consider approval to declare end of life inventory as surplus from Environmental Services Department and dispose of in accordance with the Purchasing Policy.

Item No. 7 - Temporary Access Easement Agreement

Approval of Temporary Access Easement Agreement with Wallace & Wolfe Properties, Inc. for temporary access to the Clermont Boathouse.

Item No. 8 - Event Road Closure

Consider amending the Clermont Downtown Partnership's First Friday Food Truck approved footprint to expand the event.

UNFINISHED BUSINESS

Item No. 9 - Ordinance No. 2017-15
Anderson Hill Annexation
Table to April 11, 2017

Consider tabling ordinance to annex a parcel of land located at the northwest corner of U.S. Highway 27 and Anderson Hill Road to April 11, 2017.

Item No. 10 - Ordinance No. 2017-16
Anderson Hill Small-Scale Comprehensive Plan Amendment
Table to April 11, 2017

Consider tabling ordinance to change the future land use from Lake County Urban Low Density to City of Clermont Commercial for property located at the northwest corner of U.S. Highway 27 and Anderson Hill Road to April 11, 2017.

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Item No. 11 - Ordinance No. 2017-17

Anderson Hill Rezoning

Table to April 11, 2017

Consider tabling ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at the northwest corner of U.S. Highway 27 and Anderson Hill Road to April 11, 2017.

Item No. 12 - Resolution No. 2017-04

Anderson Hill Conditional Use Permit

Table to April 11, 2017

Consider tabling Conditional Use Permit to allow for a structure more than 20,000 square feet in the C-2 General Commercial zoning district for property located at the northwest corner of U.S. Highway 27 and Anderson Hill Road to April 11, 2017.

Item No. 13 - Ordinance No. 2017-18 *Final*

Tommy's of Clermont Annexation

Consider ordinance to annex a parcel of land located south of State Road 50 and east of Granville Avenue.

Item No. 14 - Ordinance No. 2017-19 *Final*

Tommy's of Clermont Small Scale Comprehensive Plan Amendment

Consider ordinance to change the future land use from Lake County Regional Commercial to City of Clermont Commercial for property located east of Granville Avenue and south of Highway 50.

Item No. 15 - Ordinance No. 2017-20 *Final*

Tommy's of Clermont Rezoning

Consider ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located east of Granville Avenue and south of Highway 50.

Item No. 16 - Resolution No. 2017-05

Tommy's of Clermont Conditional Use Permit

Consider a Conditional Use Permit to allow for a retail boat dealership and service center with up to 28,000 square feet of building space in the C-2 General Commercial zoning district for property located east of Granville Avenue and south of Highway 50.

NEW BUSINESS

Item No. 17 - Variance Request

205 Brookdale Loop

Consider variance requests to allow for a rear yard setback of 17 feet and a side yard setback of 7 feet located at 205 Brookdale Loop.

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Item No. 18 - Variance Request
Ladd - Silver Fox

Consider variance requests to allow a 10-foot landscape buffer along rights-of-way and for a maximum retaining wall height of 12 feet for vacant property located south of State Road 50 approximately 1,800 feet east of the Citrus Tower Boulevard/State Road 50 intersection.

Item No. 19 - Variance Request
College Station

Consider variance requests to allow for a reduction of three parking spaces for a proposed commercial development and a reduced perimeter landscape buffer between abutting parcels for property located at the southwest corner of Hancock Road and State Road 50.

Item No. 20 - Ordinance No. 2017-23 *Introduction*
The Addison Rezoning

Request to change the zoning from C-2 General Commercial to Planned Unit Development for property located at the northwest corner of Hooks Street and Citrus Tower Boulevard.

ADJOURN

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

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



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AGENDA ITEM

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Meeting Date		
Tuesday, March 14, 2017		
Agenda Item Name		
Police Officers Collective Bargaining Negotiations Team		
Requested Action		
Recommend approval of the proposed City's negotiations team.		
Staff Report		
The City's contract with the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 collective bargaining agreement expires on September 30, 2017. It is necessary that the City commence negotiations with the Clermont Police Officers Local 6013. The attached memo identifies those individuals recommended by the City Manager to be on the negotiations team.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Police Officer Union Negotiations Team Memo	Police Officers Collective Bargaining Negotiations Team memo 021417.pdf	

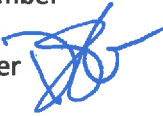


DARREN GRAY
City Manager

352-241-7358
dgray@clermontfl.org

DATE: February 14, 2017

TO: Gail L. Ash, Mayor
Keith Mullins, Mayor Pro Tem
Timothy Bates, Council Member
Ray Goodgame, Council Member
Diane Travis, Council Member

FROM: Darren Gray, City Manager 

SUBJ: Negotiations Team for International Union of Police Associations, AFL-CIO Collective Bargaining

The City's contract with the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 collective bargaining agreement expires on September 30, 2017. It is necessary that the City commence negotiations with the Clermont Police Officers Local 6013.

I recommend that the following individuals serve on the City's negotiating team:

- Lindsay N. Oyewale, Partner, DSK Law (lead negotiator)
- Charles Broadway, Police Chief and/or designee (a Lieutenant or Captain)
- Susan C. Dauderis, Human Resources Director
- Joseph Van Zile, Finance Director

Thank you in advance for considering these individuals for the negotiating team. We anticipate having productive negotiations with the Police Officers Local 6013.

cc: Dan Mantzaris, City Attorney
Team members



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Meeting Date		
Tuesday, March 14, 2017		
Agenda Item Name		
Bid Award and Budget Amendment		
Requested Action		
Consider approval of contract between the City of Clermont and Oelrich Construction, Inc. to provide construction of Victory Pointe Wetland Park.		
Staff Report		
The Purchasing Department recommends approval of the above action. The Purchasing Department issued a Request For Qualification (RFQ) number 17-019 on December 8, 2016 to pre-qualify contractors for the Victory Pointe Park construction project. As a result, four (4) contractors were pre-qualified and approved by the City Council on January 24, 2017. Subsequently, the Purchasing Department issued a Request for Bid (RFB) number 17-026 to the four (4) pre-qualified contractors to bid on the project. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were three (3) responses to the RFB (see attached response tabulation). The construction of Victory Pointe Wetland Park consists of site demolition, clearing and site preparation, installation of utilities, installation of sand beach, construction of restroom/office building and observation tower, paved trails, gravel trails, boardwalks on timber piles, sheet piles with concrete caps, site lighting and electrical, site furnishings, signage, landscaping, and irrigation. The duration of construction is approximately twelve (12) months. Award is being recommended to the low responsive and responsible bidder Oelrich Construction, Inc. for the Base Bid price of \$9,235,367 + Additive Alternate 1 of \$90,000 + Additive Alternate 2 of \$125,000 for the total combined amount of \$9,450,367 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The current year approved Stormwater Fund budget includes \$8,000,000 for this construction project. The funding was based on grants totaling \$2,695,090 and an external loan of \$5,304,910. A budget amendment to the Stormwater Fund is proposed in the amount of \$1,450,367, with the funding from an increase in the loan amount.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---------------------------|---|
| 1. | RFB 17-026 Bid Tabulation | RFB 17-026 Response Tabulation.pdf |
| 2. | RFQ | RFQ 17-019 Victory Pointe.docx |
| 3. | RFB | RFB 17-026 stormwater victory pointe.docx |



RESPONSE TABULATION

RFB 17-026, CONSTRUCTION OF VICTORY POINTE WETLAND

DUE DATE/TIME: MARCH 2, 2017 AT 2:00 P.M. (EST)

COMPANY NAME	BID BOND	ADDN. 1-4	LUMP SUM BASE BID PRICE	ADD. ALT. 1 PRICE	ADD. ALT. 2 PRICE	TOTAL BASED BID + ALT. 1 & 2
Oelrich Construction, Inc. – Jonesville, FL	Y	Y	\$9,235,367.00	\$90,000.00	\$125,000.00	\$9,450,367.00
Astra Construction Services, LLC. – Woodstock, GA	Y	Y	\$9,562,886.00	\$166,000.00	\$160,000.00	\$9,888,886.00
Collage Design & Construction Group, Inc. – Lake Mary, FL	Y	Y	\$9,770,000.00	\$187,000.00	\$75,000.00	\$10,032,000.00
Gomez Construction Company – Winter Park, FL	-No-Bid-					

Additive Alternate 1: Composite Decking

Additive Alternate 2: Suntree Box at DP-20

REQUEST FOR QUALIFICATIONS

The City of Clermont is prequalifying General Contractors for the construction of Victory Pointe Park project (RFQ 17-019). All responses must be received prior to **2:00 P.M. on Thursday, January 12, 2017**. Information may be obtained from the City's website at www.cityofclermontfl.com

Publication Date: Newspaper
December 12, 2016

REQUEST FOR BID

The City of Clermont is requesting bids from pre-qualified general contractors to bid on the Construction of Victory Pointe Park Stormwater Project (RFB 17-026). All responses must be received prior to **2:00 P.M. on Thursday, March 2, 2017**. A list of pre-qualified contractors and information about the bid may be obtained from the City's website at <http://www.clermontfl.gov/> or through BidSync at <https://www.bidsync.com/>.

Publication Date: Newspaper
January 31, 2017



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Meeting Date		
Tuesday, March 14, 2017		
Agenda Item Name		
Resolution No. 2017-09 <i>Florida Boating Improvement Program Grant</i>		
Requested Action		
Recommend approval of the resolution and application to the Florida Boating Improvement Program grant.		
Staff Report		
In 2015 the Clermont City Council approved a master plan that will serve as the blueprint for the city, especially the downtown-waterfront district, for the next 5, 10 and 20 years. As part of the number one priority master plan project, Victory Pointe Wetlands Park, the existing antiquated boat ramp was proposed to be improved and relocated. The improved boat ramp will provide for additional parking, safer and reduced trail crossing, improved lighting and improved vehicle-trailer stacking. The new boat ramp will be located on the western bank of Lake Minneola, adjacent to Lake Hiawatha Park. This location will shift motorized activity away from the new proposed "no wake" zone and proposed kayaking water trails along the South shore of Lake Minneola. Staff recommends approval of Resolution No. 2017-09 allowing the City of Clermont to apply for the Florida Boating Improvement Program.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2017-09 Resolution 2017-09.doc		

CITY OF CLERMONT
RESOLUTION NO. 2017-09

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

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

SECTION 1. Legislative Findings and Intent

1. The City of Clermont has complied with all requirements and procedures of Florida law in processing and advertising this Resolution.
2. The City of Clermont, Lake County, Florida, is interested in applying for project and grant approval, receiving and accepting grant funds, and carrying out a project for the enjoyment of the citizens of the City of Clermont and the State of Florida which project will have a multiplicity of benefits to the City and the State which is commonly known as and referred to as the “Clermont Boat Ramp project”.
3. Financial assistance from the Florida Boating Improvement Program (FBIP) is essential to the implementation of the development of the Clermont Boat Ramp project.
4. The City of Clermont has developed and maintained a very good relationship with the State of Florida and its agencies over the years, and the City and State have worked well together in grant and funding relationships for the benefit of the State of Florida and its public welfare.

SECTION 2. Approval of FBIP Grant

1. The City Council of the City of Clermont hereby approves the FBIP grants for the Clermont Boat Ramp project.
2. The City Manager is authorized to make application and re-application; as needed, to the State of Florida under the FBIP grant program in the amount of \$250,000.00 on behalf of the City in order to obtain partial funding from the State of Florida for the Clermont Boat Ramp project.
3. The City Manager is authorized to encumber matching funds in the amount of \$750,000.00 on behalf of the City in order to obtain funding; as referenced herein, from the State of Florida for the Clermont Boat Ramp project.

CITY OF CLERMONT
RESOLUTION NO. 2017-09

SECTION 3. Covenants of the City of Clermont

1. The City of Clermont certifies to the State of Florida and agrees that:
 - a. The City will accept the terms and conditions set forth in the FBIP Grant Agreement.
 - b. The City has the ability and intention to finance the cost of the Clermont Boat Ramp project and that the project will be operated and maintained at the expense of the City for public use.
 - c. The City will not discriminate against any person on the basis of race, color, religion, disability, or national origin in the use of any property or facility acquired or developed pursuant to the FBIP grant for the Clermont Boat Ramp project and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, Public Law 88-352 (1964), and all other controlling law. The City shall design and construct all facilities relating to the Clermont Boat Ramp project in order to fully comply with all laws, statutes, rules, regulations, codes, and ordinances relating to accessibility by disabled persons including, but not limited to, the Americans with Disabilities Act. The City of Clermont shall also comply with all other applicable Federal, State, and local laws, codes, ordinances, rules, regulations, and requirements.
 - d. The City will maintain adequate financial records on the Clermont Boat Ramp project to substantiate claims for reimbursement and in order to appropriately accomplish any and all pre-audits and post-audits of the expenditure of public funds as well a performance review of the Clermont Boat Ramp project and the achievement of the goals and objectives of the FBIP grant program.

SECTION 4. Implementing Administrative Actions

1. The Mayor of the City of Clermont is hereby authorized to execute the grant agreements relating to the FBIP grant program.
2. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed appropriate.
3. The City Manager is hereby authorized to expend such City funds as may be necessary to accept and implement the grant under the FBIP grant program for the Clermont Boat Ramp project.

SECTION 5. Savings

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

CITY OF CLERMONT
RESOLUTION NO. 2017-09

SECTION 6. Conflicts

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

SECTION 7.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. Effective Date

This Resolution shall become effective immediately upon enactment.

CITY OF CLERMONT
RESOLUTION NO. 2017-09

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 14th day of March, 2017.

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

AGENDA ITEM

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Meeting Date		
Tuesday, March 14, 2017		
Agenda Item Name		
Mitigation Credit Purchase Agreement and Budget Amendment <i>Victory Pointe Wetlands Park</i>		
Requested Action		
Recommend approval of Mitigation Credit Purchase Agreement and budget amendment.		
Staff Report		
In 2015 the Clermont City Council approved a master plan that will serve as the blueprint for the City, especially the downtown-waterfront district, for the next 5, 10 and 20 years. The Victory Pointe project is the number one priority project to initiate the City's master plan and foster economic development. Consultants to the City of Clermont recommended the creation of a regional utility stormwater pond that would polish storm runoff before reaching the lake and also would free up lakefront land for park and amenity development. As part of the project construction and in accordance with the St. Johns River Water Management District Permit, the City will be required to purchase credits for mitigation for 1.04 acres. Staff recommends Approval of Mitigation Credit Purchase Agreement with Hammock Lake Mitigation Bank, LLC in the amount of \$145,600 for the Victory Pointe Project.		
Additional Analysis		
Fiscal Impact Summary		
The current year approved Stormwater Fund budget provides no funding for this purchase. A budget amendment to the Stormwater Fund in the amount of \$145,600 is proposed. The funding for this purchase will be from an increase to the external loan obtained for the construction of the Victory Pointe project.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Victory Pointe Hammock Lake State Only Agreement	Victory Pointe Hammock Lake State Only Agreement_ Feb 2017.pdf	

MITIGATION CREDIT PURCHASE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AGREEMENT (hereinafter “Agreement”) is made this ____ day of _____, 2017, by and between **HAMMOCK LAKE MITIGATION BANK, LLC** (hereinafter “Seller”), whose mailing address is 3715 Northside Parkway, Suite 2-500, Atlanta, GA 30327 and **CITY OF CLERMONT** (hereinafter “Buyer”) whose mailing address is 685 West Montrose Street, Florida 34711 (hereinafter collectively the “Parties”).

WITNESSETH:

WHEREAS, Seller owns and operates the Hammock Lake Mitigation Bank in Polk County, Florida (the “Mitigation Bank”) with state and federal freshwater mitigation credits (“Credits”) available for transfer and sale under Southwest Florida Water Management District (hereinafter “SWFWMD”) Permit No. 43033458.000 and U.S. Army Corps of Engineers (“USACOE”) Application No. SAJ-2007-5939;

WHEREAS, Buyer has commenced environmental permitting for its proposed development known as **Victory Pointe** (hereinafter, the “Project”) under St. Johns River Water Management District ("SJRWMD") Application No. 148640-1 (“Buyer’s State Permit”) and USACOE Application No. TBD (“Buyer’s Federal Permit”), collectively with Buyer’s State Permit, “Buyer’s Environmental Resource Permits”), and it is anticipated that SJRWMD and USACOE will condition the approval of Buyer’s Environmental Resource Permits on the purchase of Credits as compensatory mitigation; and

WHEREAS, Seller agrees to sell and Buyer agrees to purchase Credits available from the Mitigation Bank on the terms and conditions below to be used to offset wetland impacts associated with the Project;

WHEREAS, Buyer has determined that the number of Credits to be purchased is One and Four Hundredths (1.04) freshwater herbaceous state only UMAM mitigation credits (the “State Credits”)

NOW, THEREFORE, in consideration of the Subject Credits and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1.

Terms of Purchase. The purchase price (hereinafter, the “Purchase Price”) of the Subject Credits is One Hundred and Forty Five Thousand and Six Hundred Dollars U.S. (\$145,600.00), payable to Seller in immediately available U.S. funds. All payments shall be paid to the account of Hammock Lake Mitigation Bank, LLC and submitted via Mitigation

Marketing, at PO Box 540285 Orlando, FL 32854.

2. **Deposit.** Simultaneously with the execution and delivery of this Agreement, Buyer shall make a payment of Fourteen Thousand Five Hundred and Sixty dollars U.S. (\$14,560.00) (hereinafter, the “Deposit”) to Seller to be held in a non-interest bearing account. Seller may commingle the Deposit with other funds of Seller and shall not be required to maintain the Deposit in a separate account. The Deposit shall be non-refundable, except in the event of a default by Seller (as described in subparagraph 5(b) hereof), but shall be applied as credit against the Purchase Price as set forth herein.
3. **Reservation and Transfer of Subject Credits.**
 - a. **Upon payment of the Deposit, Seller shall set aside and reserve the Subject Credits for purchase by Buyer until the date which is ninety (90) days from and after the Effective Date, as defined in Paragraph 15 hereof (the “Expiration Date”).** Seller shall send written notice of such reservation to the SJRWMD and USACOE. On or before the Expiration Date, Buyer shall deliver written notice to Seller of Buyer’s intent to complete the transfer of the Subject Credits, which notice must be accompanied by: (i) a copy of Buyer’s Environmental Resource Permits as approved by SJRWMD and USACOE and, (ii) payment to Seller in the amount of the Purchase Price, less the Deposit (the “Exercise Notice”). Within ten (10) days of Seller’s receipt of the Exercise Notice, Seller shall submit to SWFWMD and USACOE a copy of Buyer’s Environmental Resource Permits and a written request to transfer the Subject Credits to the Buyer, along with such other documentation as may be necessary to effect the transfer of the Subject Credits.
 - b. Seller shall provide Buyer with evidence that the Subject Credits have been transferred, the Parties hereby agreeing that evidence of the Subject Credits having been transferred shall be a copy of a letter to Seller from each of SWFWMD and USACOE confirming the Subject Credit transfer.
 - c. In the event Buyer has not received approval of Buyer’s Environmental Resource Permits prior to the Expiration Date, Buyer shall have the option to extend the Expiration Date by one (1) 45-day period (the “Extension Right”). Buyer may exercise the Extension Right by giving Seller written notice of the same on or before the Expiration Date, which notice must be accompanied by a payment of Fourteen Thousand Five Hundred and Sixty dollars U.S. (\$14,560.00) (the “Extension Deposit”), which Extension Deposit shall be nonrefundable (except in the event of Seller’s default), but applicable to the Purchase Price. The Extension Deposit shall be held with the Deposit and considered part of the Deposit for all purposes under this Agreement.
 - d. If Buyer shall fail to deliver (i) the Purchase Price less the Deposit or (ii) the

Extension Deposit in accordance with this Agreement, Seller may terminate this Agreement by written notice to Buyer, upon which notice Seller shall be entitled to retain the Deposit and the Parties shall have no further rights or obligations hereunder, except as otherwise provided.

4. **Default and Remedies.**

a. If the purchase of the Subject Credits as contemplated by this Agreement is not consummated because of a default by Buyer, then, as Seller's sole remedy, Seller shall have the right to retain the Deposit, including the Extension Deposit, if any, as full liquidated damages and not as a penalty (the Parties acknowledging Seller's damages as a result of such default are not capable of exact ascertainment and that said liquidated damages are fair and reasonable).

b. If the purchase of the Subject Credits as contemplated by this Agreement is not consummated because of a default by Seller hereunder, then Buyer shall provide Seller with written notice of such default and Seller shall have twenty (20) days within which to cure any such default; if Seller does not cure its default, then following such notice and cure period, Buyer may, as Buyer's sole and exclusive remedy (except as hereinafter expressly provided), terminate this Agreement by written notice to Seller, upon which notice Seller shall return the Deposit including the Extension Deposit, if any, to Buyer and the parties shall have no further rights or obligations hereunder, except with respect those provisions of this Agreement which by their express terms survive termination of this Agreement. Buyer, hereby **EXPRESSLY WAIVES AND RELEASES ANY AND ALL OTHER RIGHTS, REMEDIES AND CLAIMS UNDER THIS AGREEMENT, AT LAW, IN EQUITY AND OTHERWISE IN CONNECTION WITH OR ARISING FROM ANY SUCH SELLER DEFAULT.**

5. **Assignment.** Buyer shall not assign, pledge or hypothecate this Agreement except to an entity controlling, controlled by or under common control with Buyer, if such entity is (or will be) the owner of the Project.
6. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Florida.
7. **Notices.** Any notice or demand permitted or required by this Agreement shall be made in writing and shall be delivered by hand delivery, which shall include delivery by reputable national overnight courier service, such as Federal Express, or by electronic transmission (including electronic mail or facsimile, as may be set forth below) with confirmation of transmission followed by hand delivery of a copy of such notice or demand. Any such notice or demand shall be effective and deemed received on the date delivered to the address of the addressee, as indicated on the receipt confirmation, if delivered by hand, or if delivered by electronic transmission, on the date of such transmission, as indicated on the receipt confirmation. Rejection or other refusal to accept or the inability to deliver because of

changed address of which no notice was given shall be deemed receipt of the notice, demand or request sent. For purposes of this Section, notices shall be directed as follows:

Notices to Seller shall be sent to: Mitigation Marketing, LLC
c/o Hammock Lake Mitigation Bank
Attn: Alex Preisser
P.O. Box 540285 USPS
Orlando, Florida 32854
1091 W Morse Blvd Suite 101 Physical
Winter Park, FL 32789
407-481-0677 phone
alex@mitigationmarketing.com

With a copy to: Hammock Lake Mitigation Bank, LLC
c/o Timbervest, LLC
3715 Northside Parkway
Building 200, Suite 500
Atlanta, Georgia 30327
Attn: Allison Katz

Notices to Buyer shall be sent to: City of Clermont
Attn: Gail L. Ash
Mayor
685 West Montrose Street
Clermont, FL 34711
gash@clermontfl.org

With a copy to: DJ Silverberg
Attn: GAI Consultants
618 East South Street, Suite 700.
Orlando, FL 32801
d.silverberg@gaiconsultants.com

With a copy to: City of Clermont
Attn: James Kinzler
685 W. Montrose St.
Clermont, FL 34711
jkinzler@clermontfl.org

8. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained. This Agreement shall not be binding upon the Seller and Buyer until executed by an officer of the Seller and Buyer, if applicable its corporate seal affixed, and an executed copy of the Agreement has been delivered to the Buyer and Seller.
9. **Amendments and Waivers.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
10. **No Joint Venture or Partnership or Agency Relationship.** Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this paragraph.
11. **Captions; Genders.** Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.
12. **Partial Invalidity.** In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.
13. **Calculation of Time.** Business days shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period ending on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. Eastern Time on the next business day.

14. **Effective Date.** The Effective Date of this Agreement is the date on which the last of the Parties signs this Agreement. If more than 30 days have transpired between the first and last signature, this agreement is null and void.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument. The signature pages may be detached from one counterpart and reattached to another counterpart in order to form a fully-executed instrument. Signatures to this Agreement transmitted by facsimile or electronic mail will be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver any execution original to this Agreement with its actual signature to the other Parties, but a failure to do so will not affect the enforceability of this Agreement.
16. **Time is of the Essence.** Time is of the essence under the terms of this Agreement.
17. **Agreement Not Recordable.** This Agreement shall not be recorded in the public records of any county and any attempt to do so shall be null and void and of no force and effect whatsoever and any attempt to do so shall place said party in default hereof.
18. **Representation and Warranty of Seller; Acknowledgement of Parties.** Seller represents and warrants that, as of the Effective Date, Seller owns the State and Federal Credits and that same are transferable to Buyer.

[Signatures commence on following page]

SIGNATURE PAGES FOR MITIGATION CREDIT PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written and in accordance with the terms of this Agreement.

Signed, sealed and delivered in the presence of:

SELLER:

**TCP II HAMMOCK LAKE MITIGATION BANK,
LLC**

By: TCP II Florida, LLC, its Manager

By: TCP II Holdings, LLC, its Managing Member

**By: Timberbest Crossover Partners, II, L.P., its
Manager**

By: Timbervest, LLC, as Manager

By: _____

Name: _____

Title: Manager

Witness Signature

Witness Name

Executed on _____, 2017

BUYER:

CITY OF CLERMONT

By: _____

Name: _____ Gail L. Ash

Title: _____ Mayor

Witness Signature

Witness Name

Executed on _____, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 14, 2017		
Agenda Item Name		
Resolution No. 2017-15 <i>Surplus Request and Sale</i>		
Requested Action		
Recommend approval to declare real property as surplus and authorize the sale to Graff Development, LLC in the amount of \$195,000.		
Staff Report		
The City of Clermont has in possession surplus property Parcel ID No.: 1714061 and the easterly portions only of Parcel ID Nos: 3778221 and 3778214, located at the northwest corner of West Minneola Avenue and Victory Way. The surplus property is an economic development tool to activate private sector participation in the downtown waterfront masterplan area.		
Additional Analysis		
See agreement		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution	2017-15Graffholdingssale.doc
2.	Agreement	Graffholdingssale022817 (002).docx
3.	Exhibit A	Graff Holdings Ex A.pdf

CITY OF CLERMONT
RESOLUTION NO. 2017-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, DECLARING SURPLUS APPROXIMATELY .6 +/- ACRES OF REAL PROPERTY LOCATED AT THE NORTHWEST CORNER OF WEST MINNEOLA AVENUE AND VICTORY WAY AND OWNED BY THE CITY OF CLERMONT, AUTHORIZING THE SALE THEREOF TO GRAFF DEVELOPMENT, LLC. FOR THE PURCHASE PRICE OF \$195,000, AND AUTHORIZING THE MAYOR TO EXECUTE THE SALE AGREEMENT AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN.

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

SECTION 1.

The City Council of the City of Clermont, Florida does declare surplus the real property located at the northwest corner of West Minneola Ave. and Victory Way consisting of .6 +/- acres (26,136 +/- square feet), and hereby accepts the offer from GRAFF DEVELOPMENT, LLC to purchase the .6 +/- acres of real property from the City for \$195,000.00, and does hereby authorize the Mayor to enter into the contract attached hereto and incorporated herein and further authorizes the City Manager to perform all acts necessary and appropriate to close on the property.

SECTION 2.

The Mayor and/or City Manager are specifically authorized to withhold the formal written agreement upon his or her determination of any matter or factor hereafter coming to their 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. 2017-15

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on the 14th day of March, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (the "Contract") is made and entered into on this 14th day of March, 2017 (the "Effective Date"), by and between CITY OF CLERMONT, a Florida Municipal Corporation, whose address is 685 West Montrose Street, Clermont, FL 34711 ("Seller"), and GRAFF DEVELOPMENT, LLC a Florida limited liability company whose address is 1200 Oakley Seaver Dr., Suite 203, Clermont, FL 34711 ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain property located in Lake County as more particularly described below; and

WHEREAS, Seller desires to convey said real property to Buyer and Buyer desires to purchase the same from 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.

Parcel ID No.: 1714061 and the easterly portions only of Parcel ID Nos: 3778221 and 3778214, as further depicted in Exhibit "A" attached hereto, consisting of .6 +/- acres (21,136 +/- sq. feet) together with all improvements, tenements, hereditaments, rights, privileges and easements thereunto belonging, (hereinafter together referred to as the "Property"). The final legal description of the Property shall be determined, and agreed to by the parties, as determined by a survey to be completed by a Florida licensed surveyor obtained by Buyer at its sole expense and as part of the inspection period below. The survey provided herein shall specifically exclude any and all existing public road known as Victory Way and such other property as Seller has advised Buyer during the inspection period below, is required to maintain Victory Way.

2. Agreement to Sell and 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 proration 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 (the "Purchase Price") shall be ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$195,000). The Purchase Price shall be paid by Buyer to Seller in the manner and at the times following, to wit:

A. Earnest Money Deposit.

Within 5 business days from execution of this Contract by all parties, the sum of FIVE THOUSAND and no/100 DOLLARS (\$5,000) shall be deposited by Buyer with Daniel F. Mantzaris, Esq., DSK Law (the "Escrow Agent"), as an earnest money deposit hereunder ("Earnest Money Deposit"). The Earnest Money Deposit shall not be refundable except as set forth herein.

B. Cash Delivered at Closing.

At Closing the Earnest Money Deposit plus the balance of the Purchase Price shall be delivered to Seller in United States funds by wire transfer. All deposits shall be applied to the Purchase Price.

C. This Contract shall serve as escrow instructions and an executed copy of this Contract shall be deposited with Escrow Agent. In the event of a termination of this Contract or a default under this Contract, the Earnest Money shall be delivered or disbursed by the Escrow Agent as provided in this Contract. If either party shall declare the other party in default under this Contract pursuant to Paragraph 15 hereof, and shall make demand (the "Demand") on Escrow Agent for possession of the Earnest Money, said party must provide the other party with a copy of such Demand made upon the Escrow Agent. Except with respect to a Demand for the Earnest Money made by Buyer prior to the Inspection Deadline, which shall be promptly honored, Escrow Agent shall not disburse the Earnest Money in accordance with any Demand unless and until the demanding party delivers to Escrow Agent evidence (e.g., return receipt issued by U.S. Postal Service) of the other party's receipt of the Demand, and Escrow Agent has not received written objection to such Demand within five (5) business days following said party's receipt of the copy of such Demand. If any dispute or difference arises between the Buyer and Seller or if any conflicting demands shall be made upon the Escrow Agent, the Escrow Agent shall not be required to determine the same or to take any action thereon. Rather, the Escrow Agent may await settlement of the controversy or deposit the escrow sums into the Registry of the Circuit Court of Lake County, Florida, in an interpleaded action or otherwise for the purpose of having the respective rights of the parties adjudicated. Upon making such deposit or upon institution of such interpleaded action or other actions, the Escrow Agent shall be fully relieved and discharged from all further obligations hereunder with respect to the sums so deposited.

Buyer acknowledges that Escrow Agent is also serving as Seller's counsel in the transaction contemplated by this Contract, and notwithstanding any dispute between the parties pertaining to Escrow Agent's duties hereunder or the disbursement of the Earnest Money or for any other reason, Escrow Agent may continue to represent Seller in this transaction and in any litigation that may arise hereunder.

4. Title.

Within fifteen (15) days of the Effective Date, Seller at Seller's expense shall deliver to Buyer 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 (the "Title Commitment"). The title company and issuing agent shall be selected by Seller. Buyer shall have twenty (20) days from the date of Buyer's receipt of the Title Commitment to examine the same. Buyer shall, on or before the end of said twenty (20) day period, notify Seller in writing specifying any objections Buyer may have regarding the status of title as shown on the Title Commitment, otherwise Buyer shall be deemed to have waived the right to any such objections. Seller shall, within ten (10) days from receipt of Buyer's notice of objection to title, provide a reply by written notice to Buyer (the "Reply Notice"), notifying Buyer that (i) Seller will not undertake to cure Buyer's title objections, or (ii) Seller will make a good faith effort to cure Buyer's title objections within ten (10) business days of Seller's Reply Notice (the "Title Cure Period"). Should Seller fail to deliver a Reply Notice to Buyer, Seller shall be deemed to have elected to decline to undertake a cure of Buyer's title objections. In the event Seller declines to undertake a cure of Buyer's title objections, or if Seller shall not have cured the defects within the Title Cure Period, Buyer shall have, as its sole and exclusive remedy, the option of (i) accepting title to the Land in an "as is" condition without recourse to Seller and without a reduction in the Purchase Price and the remaining title objections shall become Permitted Exceptions, or (ii) terminating this Agreement and receiving a refund of the Deposit which Escrow Agent shall forthwith return to the Buyer. Buyer's option of terminating this Agreement and receiving a refund of the Deposit must be exercised within seven (7) days following the earlier of: (i) the date Buyer receives the Reply Notice stating that Seller declines to cure Buyer's title objections; or (ii) in the event Seller fails to deliver a Reply Notice, the date Seller is deemed to have elected not to undertake Buyer's title objections; or (iii) in the event Seller elects to make a good faith effort to cure Buyer's title objections, within five (5) days following the expiration of Seller's Title Cure Period. In the event Buyer does not terminate this Agreement pursuant to this Section 5.3.1, Buyer shall be deemed to have waived any remaining uncured objections to title and agreed to (a) accept title to the Land in an "as is" condition without a reduction in the Purchase Price and without recourse to Seller and (b) close on the date specified in Section 8 herein.

5. Investigations and Inspections of Property.

Seller shall provide Buyer with any surveys, permits, environmental wetland reports, geotechnical studies, conceptual site plan drawings, zoning certificates, utility certificates, easement agreements, development agreements (whether such agreements remain in effect or have expired), together with any other documents related to the Property, within TWENTY (20) days following the Effective Date ("Seller's Materials"). Buyer and its architects, engineers and other agents, at Buyer's sole expense, shall have a period of SIXTY (60) days following the (following delivery of Seller's Materials)(hereinafter referred to as the "Inspection Period") within which to undertake such physical inspections and other investigations of and concerning the Property, as Buyer deems 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. For such purpose, Seller hereby grants to Buyer and its agents shall have the right to enter upon the Property 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. The foregoing indemnity shall not be subject to the liquidated damages limitations of Paragraph 15 below. Prior to entry onto the Property, every agent or contractor of Buyer shall deliver to Seller a certificate evidencing such agents or contractors general public liability coverage in amounts of no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, listing Seller as an additional insured thereunder. During the Inspection Period, Buyer may wish to secure a site plan approval and all other approvals required to permit the development of the Property for multi-family and retail use purposes. Seller agrees to cooperate, at no cost to Seller, in Buyer's efforts to obtain all permits, approvals and zoning changes necessary for such development of the Property, and upon written request of Buyer, Seller shall execute or join with Buyer in the execution of such applications and submittals as may be required for Buyer to obtain permits and approvals from applicable governmental authorities with respect to Buyer's contemplated development of the Property; provided that such efforts do not in any way diminish the value of the Property, cause Seller to incur any expense or require Seller to do anything other than execute the documents. Provided that any request by Buyer is consistent with the foregoing, Seller shall execute and return to Buyer all applications and submittals within a reasonable period following receipt of such applications and submittals together with written request by Buyer for the execution thereof, without charge by Seller. In the event that Buyer terminates this Contract, Buyer shall provide Seller with copies of all documents, testing, opinions, reports, results, applications, permits and the like furnished to, or obtained by any person or entity by any party after execution of this Contract, but Buyer makes no warranties or representations regarding any such documents, opinions, testing, reports, results, applications, permits and the like.

6. 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 Paragraph 5 above 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 5 hereof, then at Buyer's option and upon Buyer's request, Buyer may terminate the Contract and all payments or deposits, including accrued interest, if applicable, made by Buyer shall be immediately returned to Buyer as Buyer's sole property. Provided, however, that in the event that Buyer elects to terminate this Contract for any reason other than default by Seller, the Earnest Money Deposit shall become the property of Seller and shall immediately be disbursed by Escrow Agent to Seller. If the Contract is terminated by Buyer hereunder, 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, including, without limitation, Buyer's indemnity set forth in Paragraph 5 above. The failure of the Buyer to notify Seller of the unacceptability of any such inspections, investigations, reviews and feasibility studies prior to the expiration of the Inspection Period shall constitute a waiver of Buyer's right to terminate this Contract. In the event of termination by Buyer pursuant to this Section, Buyer shall provide to Seller, at no expense, copies of all plans, studies and information obtained or prepared by Buyer with regard to Buyer's Intended Use (hereafter defined) and related to the Property; provided, Buyer does not warrant the completeness or accuracy of such materials.

7. Conveyance of Property.

At Closing, Seller shall deliver to Buyer: (i) a duly executed Special Warranty Deed in recordable form conveying fee simple title to the Property free and clear of all liens, encumbrances and exceptions except for the exceptions approved or deemed approved by Buyer ("Permitted Exceptions"); (ii) an affidavit from Seller certified to Buyer and to the title company in form required by the title company to delete from Buyer's title insurance policy all standard exceptions for construction liens and parties in possession exceptions and any other standard exceptions the title company may delete based on Seller's affidavit; (iii) a certification by Seller which indicates that Seller is not a foreign person as defined in the Internal Revenue Code; (iv) written affirmation that the representations and warranties set forth in Paragraph 12 hereof remain true at the time of Closing; (v) a duly executed closing statement; (vi) such documents as the title company requires in order to evidence the authority and good standing of Seller to complete this transaction; and (vii) 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, subject to adjustments and proration set forth herein and shall deliver to Seller: (ix) a duly executed closing statement; (x) written affirmation that the representations and warranties set forth in Paragraph 13 remain true at the time of Closing; and (xi) other documents reasonably required by Seller or the title company in order to consummate the transaction contemplated herein.

8. Closing.

A. The sale and purchase transaction contemplated in this Contract shall be closed and the aforesaid closing documents delivered on or before the expiration of thirty (30) days from the expiration of the Investigation and Inspection Period unless terminated as provided in paragraph 6 (the "Closing Date").

B. The Closing shall be completed by a closing agent or attorney as selected by Seller and shall take place at Clermont City Hall, in Lake County, or by express mail, and at such time as mutually agreed upon between Buyer and Seller.

9. Closing Costs.

The Seller shall pay for state documentary stamps as may be required to be affixed to the Special Warranty Deed, the premium for the owner's title insurance policy to be issued pursuant to the Title Commitment, the cost of recording any and all other documents necessary to deliver good and clear title, and any document preparation fees. Buyer shall pay the cost of recording the Special Warranty Deed and any and all costs associated with the recording of any note, mortgage and security agreement contemplated herein. Buyer and Seller shall each bear its own attorneys' fees.

10. Possession.

Possession of the Property shall be delivered by Seller to Buyer at the time of Closing hereunder, subject to the Permitted Exceptions. 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 5 hereof with respect to loss occasioned as a result of Buyer's inspections and investigations of the Property. In the event that prior to Closing all or a portion of the Property being acquired is condemned or condemnation proceedings have been instituted for any public or quasipublic use or purpose, then Buyer shall have the option to terminate this Contract, in which event the payments previously made by Buyer to Seller shall 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.

11. Proration.

Ad valorem real and personal property taxes, if any, or assessments of any kind for the year of closing shall be prorated as of the date of closing. If, however, the amount of such taxes or assessments 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 proration based on such estimate shall be readjusted by the 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.

12. Representations, Obligations and Warranties of Seller.

Except for the representations and warranties in this Paragraph 12, Seller makes no representations or warranties to Buyer and shall convey the Property 'AS IS, WHERE IS, WITH ALL FAULTS.' Buyer shall, by closing on the Property, be deemed to have acknowledged that Buyer has relied solely upon its own inspections and investigations to determine the physical condition of the Property and its suitability for Buyer's purposes. Seller represents and warrants (which warranties shall survive the closing hereunder to the Buyer that:

A. Seller has not received written notice from any governmental or quasigovernmental 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 current, actual knowledge of any such actual or threatened taking. Further, Seller has not received any actual notice of any existing or threatened lawsuit by which any party claims an interest in the Property.

B. Seller has not received any written notices from any city, county, state or other governmental authority or other person or entity of violations of any statute, law, or ordinance, or governmental rule or regulation in respect of the Property

C. Seller owns fee simple title to the Property and has the 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.

D. There is no tenant of the Property or any other person or entity 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, except for the rights of parties pursuant to the Permitted Exceptions or as may otherwise be disclosed in the Commitment.

E. To Seller's present, actual knowledge, without any investigation whatsoever, 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 in violation of applicable law; (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 in violation of applicable law; (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 in violation of applicable law; 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 in violation of applicable law. 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.

F. Seller, to the best of Seller's knowledge, has received no written notice 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.

G. Other than as may be set forth herein, there is no litigation or legal proceeding pending or to Seller's present, actual knowledge threatened 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 use of the Property for the Intended Use. Buyer is specifically advised and does hereby acknowledged that Seller has negotiated a settlement with Dennison and Rebecca Wi of a dispute related to an unauthorized encroachment on the property owned by Seller whereby, the encroachment will be eliminated prior to Closing hereunder.

H. Seller has not entered into any other contracts, agreements or understandings, verbal contracts or agreements, oral or written, for the sale or transfer of any portion of the Property, other than as set forth herein.

I. Seller has not made 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.

J. To Seller's present, actual knowledge, without any investigation whatsoever, the Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.

K. To Seller's present, actual 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.

L. For purposes of this Paragraph 12, the term "to Seller's knowledge" or words of similar import shall mean the current conscious awareness of facts or other information of the Seller, its officers, agents and employees, without any inquiry or investigation whatsoever, all of whom are acting solely in their capacity as officers, agents or employees of Seller or an affiliate of Seller and are in no manner expressly or impliedly making any of these representations in an individual capacity. 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.

M. 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, as Buyer's sole and exclusive remedy, shall thereafter have the option to terminate this Contract within thirty (30) calendar days of receipt of Buyer's written notice. In the event of such termination, Escrow Agent shall disburse the Earnest Money Deposit (or the portion thereof prior to closing, theretofore deposited with Escrow Agent), to Buyer in which event all payments made by Buyer to Seller shall remain the sole property of 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, including, without limitation, those set forth in Paragraph 6 above.

13. Representations, Acknowledgments and Warranties of Buyer.

Buyer represents, acknowledges and warrants to Seller that:

- A.** Buyer has the 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.
- B.** To the best of Buyer's knowledge, neither the execution and delivery of this Contract, nor the compliance with the terms and conditions of this Contract by Buyer, 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.

14. Default.

In the event that Buyer fails to perform any of the covenants of this Contract on its part to be performed, subject to the title, survey and inspection periods set forth in Paragraphs 4 and 5, or refuses to perform its obligations under this Contract and such failure or refusal is not cured within ten (10) days after Notice from Seller the 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 (except to the extent that Buyer damages Seller's Property), it being agreed that (i) the deposit and any interest earned thereon 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, and to be made, and any interest earned thereon 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. Notwithstanding the foregoing, the indemnity provisions contained in Paragraph 5 shall not be subject to the foregoing liquidated damages provisions. If Seller fails to perform any of the covenants of this Contract on its part to be performed or refuses to perform its obligations under this Contract and such failure or refusal is not cured within twenty (20) days after Notice from Buyer, 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, or if specific performance is not an available remedy, then an action for damages and any other remedies available at law, or in equity.

15. Assignability.

Buyer may not assign its interest herein without the prior written consent of the Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Provided, however, Buyer shall be permitted to assign this Contract to a limited liability company or other entity established by Buyer for purposes of receiving Title to the subject property. Said assignment shall not relieve or release Buyer of any obligations or liability hereunder. Buyer shall notify Seller as soon as practical and no later than thirty (30) days prior to closing of the name and address of said entity and the name of the representative thereof who is authorized to complete the Closing. Seller may, in its sole discretion, assign any and all rights and obligations hereunder, provided Seller shall remain liable for an action for damages and any other remedies available at law, or in equity, in the event Buyer is unable to pursue an action for specific performance following a default by Seller. 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.

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 therefore 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 electronic mail, with acknowledgment of receipt upon transmission (provided that if notice is sent by electronic mail, it must also be sent by one of the other methods of delivery specified herein), to the party entitled or required to receive the same, as follows:

TO SELLER:	City of Clermont 685 West Montrose Street Clermont, FL 34711 Attn.: Darren Gray, City Manager
WITH A REQUIRED COPY TO:	DSK Law 332 North Magnolia Avenue Orlando, Florida 32801 Attention: Daniel F. Mantzaris, Esquire Phone: (407) 422-2454 Fax: (407) 992-3541 e-mail: dmantzaris@dsklawgroup.com
TO BUYER:	Graff Development, LLC 1200 Oakley Seaver Drive Suite 203 Clermont, FL 34711 Attn.: Mark J. Graff
WITH A COPY TO:	Gasdick Stanton Early, P.A. Attn: Michael J. Gasdick 1600 W. Colonial Drive Orlando, FL 32804 Phone: (407) 423-5203 Fax: (407) 425-4105 email: mick@gse-law.com

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 and agree no agent or broker has acted on behalf of Seller or Buyer. The Seller and Buyer 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. Joinder of Escrow Agent.

Daniel F. Mantzaris, Esq. at DSK Law, joins in the execution of this Contract for the express purpose of agreeing and acknowledging the terms and conditions related to the retention and disbursement of the Earnest Money Deposit funds herein.

24. Effective Date.

The "Effective Date" of this Contract shall be the date upon which this Contract is last signed by Seller and Buyer.

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 rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any Exhibits hereto.

27. PDF.

PDF copies of this Contract executed by Seller or Buyer shall operate as and may be relied upon as an original signature.

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

SELLER:

City of Clermont

By: _____
Denise Noak, Acting City Clerk

By _____
Mayor Gail L. Ash

Date: _____

BUYER:

Witnesses:

Graff Development, LLC

Name: _____

Name _____

By _____
Mark J. Graff
Title: Manager
Date: _____

Escrow Agent:

DSK Law

By: _____
Daniel F. Mantzaris

Date: _____

Exhibit "A"



**AGENDA ITEM**

Meeting Date			
Tuesday, March 14, 2017			
Agenda Item Name			
Surplus Request			
Requested Action			
Recommend approval of surplus from the Environmental Services Department.			
Staff Report			
The Purchasing Department, on behalf of the Environmental Services Department recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. Environmental Services Department Qty: Property Description (2) 1150 Gallon Polyethylene Bleach Storage Tanks (1) 1981 VH401 Wisconsin Pump and trailer (1) 1972 Generator and trailer Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.			
Additional Analysis			
Fiscal Impact Summary			
Surplus property is anticipated to be sold for approximately \$15,000.00			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Environmental Services Property Disposal Forms	Environmental Services Property disposal Forms.pdf	

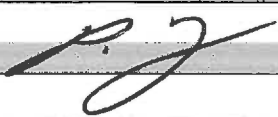
PROPERTY DISPOSAL FORM

Department: Environmental Services Property Tag #:
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: Polyethylene Bleach Tanks Vehicle No.
Miles / Hours: Serial / VIN: N/A
Description of Property 1150 gallon Polyethylene Bleach Storage Tanks - 2

☐ 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: 2/28/2017

*****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:



1000

800

600

400

200

0

WARNING!
This product is highly flammable and may cause fire and explosion if not handled properly.



PROPERTY DISPOSAL FORM

Department: Environmental Services

Property Tag #: _____

Contact Person: Heather Wooding

Phone: 352-241-0178

Year / Make / Model: 1981 VH401 Wisconsin Pump

Vehicle No. 5364

Miles / Hours: _____

Serial / VIN: 06020035

Description of Property Pump and trailer

☐ 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: 2/24/2017

*****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: _____





PROPERTY DISPOSAL FORM

Department: Environmental Services

Property Tag #: _____

Contact Person: Heather Wooding

Phone: 352-241-0178

Year / Make / Model: 1972 Generator

Vehicle No. 5352

Miles / Hours: _____

Serial / VIN: 672461517

Description of Property Generator and trailer

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

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

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

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

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

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

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

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

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

☐ **OTHER:** _____

Director Signature: _____

Date: 3/24/2017

*****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: _____







AGENDA ITEM

Meeting Date		
Tuesday, March 14, 2017		
Agenda Item Name		
Temporary Access Easement Agreement		
Requested Action		
Recommend approval of Temporary Access Easement Agreement.		
Staff Report		
Developed plans for the Victory Pointe project require a temporary access easement to the Clermont Boathouse to provide for temporary access to the facility and parking. Staff recommends approval of Temporary Access Easement Agreement with Wallace & Wolfe Properties, Inc. for temporary access to the Clermont Boathouse.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Easement	wolf+and+wallace+access+easement.doc	
2. Proposed Easement Zoom - Exhibit A	Proposed Easement Zoom.pdf	

This instrument prepared by and
after recording return to:

City of Clermont
Office of the City Clerk
685 W. Montrose Street
Clermont, FL 34711

-----{SPACE ABOVE THIS LINE FOR RECORDING DATA}-----

NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT AGREEMENT
(1000 Carroll Street)

This **NON-EXCLUSIVE TEMPORARY ACCESS EASEMENT AGREEMENT** ("**Agreement**") is made and executed as of the 14th day of March, 2017, by and between **WOLFE & WALLACE PROPERTIES, INC.**, a Florida corporation ("**Wolfe**"), whose principal address of Post Office Box 120158, Clermont, Florida 34712 ("**Grantor**") and the **CITY OF CLERMONT, FLORIDA**, whose address is 685 w. Montrose Street, Clermont, Florida 34711 ("**Grantee**").

RECITALS:

WHEREAS, Grantor is the owner of a certain parcel of land located in Lake County, Florida, ("**Grantor Property**") as more particularly described as:

CLERMONT, JOHNSON'S REPLAT LOTS 1 TO 9 INCL, E'LY 38 FT OF
LOT 10, BLK 115 PB 8 PG 71 ORB 691 PG 1684
Alt Key No.: 1622581|

WHEREAS, Grantor has agreed to grant to Grantee a non-exclusive access easement over, across, and upon a portion Grantor's Property described in **Exhibit "A"** ("**Easement Area**") attached hereto and by this reference made a part hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which condition this agreement, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct, form a material part of this Agreement and are incorporated herein by reference.

Section 2. Grant of Temporary Access Easement. Subject to the terms, conditions and limitations set forth herein, Grantor hereby grants to Grantee, for the benefit of Grantee's Property, a non-exclusive temporary access easement over the Easement Area ("**Access Easement**"). The Access Easement shall be solely for the purpose of vehicular and pedestrian ingress and egress to, from and between Lake Drive and Carroll Street to Grantee's boathouse property, as is reasonably necessary for the convenience of Grantee, its agents, tenants, invitees, licensees and guests, to access Grantee's boathouse property. The easement and rights herein

shall remain in full force and affect until such time as amended or replaced as set forth in Section 4 below or released in writing by Grantee. Said Access Easement shall not be construed to grant to the general public any rights or privileges with respect to the Easement Area.

Section 3. Non-Exclusive Easement. The Easement is non-exclusive, and Grantor specifically reserves to itself, its successors, assigns, agents, employees, tenants, invitees, licensees, guests, contractors and subcontractors the right to use the Easement Area for any and all purposes so long as such use does not unreasonably interfere with Grantee's use of the Easements as contemplated under this Agreement, and the right and privilege at any time and from time to time to make further grants, easements, licenses, and privileges to other persons or entities, over, under, upon and with respect to the Easement Area, so long as the foregoing will not unreasonably interfere with the right of Grantee to use the Easement for the purposes and in the manner herein described. Such further granting of easements, licenses and privileges with respect to the Easement Area shall require the written consent of Grantee.

Section 4. Grantor's Right to Terminate or Relocate Easement Area. Grantor shall have the right without cause to terminate Grantee's rights hereunder upon six (6) months prior written notice to Grantee. Additionally, Grantor shall have the right to relocate the Easement Area subject to and conditioned upon the following:

- a. The relocation of the easement area is necessary and as part of the redevelopment of Grantor's, or its successor's property;
- b. The new easement area is designed in size and width and located so as to provide to Grantee substantially similar vehicular and pedestrian access as contemplated in Section 2 above;
- c. The Grantor provides to Grantee 120 days prior written notice of Grantor's intent to relocate the Easement Area; and
- d. Grantor executes and delivers to Grantee a fully executed Amended Non-Exclusive Access Easement Agreement acceptable to Grantee, granting to Grantee the non-exclusive access easement.

Section 5. Binding Effect. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective heirs, representatives, successors, assigns, licensees, invitees, employees, tenants, lessees, agents, customers, guests and mortgagees. The benefits and burdens hereof shall run with the fee title to the lands herein described and be appurtenant thereto.

Section 6. Amendment. This Agreement may be amended or modified at any time only by an agreement in writing mutually agreed to, executed and acknowledged by Grantor and Grantee, or their successors or assigns in title, and thereafter duly recorded in the Public Records of Osceola County, Florida.

Section 7. Further Assurances. Each of the parties hereto covenant and agree to execute and deliver such other instruments and documents, and do all matters and things, which may be reasonable and necessary, to carry out the intentions of this Agreement.

Section 8. Applicable Law. This Agreement shall be construed and governed in accordance with the laws of the State of Florida, with venue in Lake County, Florida.

Section 9. Captions. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof.

Section 10. Legal Proceedings. Upon any breach or default of this Agreement, the non-prevailing party agrees to pay all costs of interpretation, enforcement, or collection, including, without limitation, attorney's fees, paralegal's fees, mediator's fees, investigator's fees, collection fees, or court costs, incurred by the prevailing party, either with or without the institution of any action or proceeding, and in addition to all costs, disbursements and allowances provided by law.

Section 11. Enforcement and Remedies. In the event either party fails to comply with any term, provision or condition of this Agreement, then such party shall be in default of this Agreement. If such party fails to correct any such default within fifteen (15) days after receiving written notice from the other party of such default, or has not begun to diligently cure such default, then the non-defaulting party shall have the following remedies: (i) bring an action for damages and/or specific performance, or seek any other remedy in law or in equity; (ii) grant additional time to cure such default; or (iii) use self-help to cure such default. The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

Section 12. Waiver. No waiver of, acquiescence in, or consent to any breach or default of any term or condition hereof shall constitute or be construed as a waiver of, acquiescence in or consent to any other, further or succeeding breach or default of the same or any other term or condition.

Section 13. Entire Agreement. This Agreement and the documents incorporated herein constitute the entire agreement between the parties regarding the Easements created hereunder. This Agreement shall not be construed with resort to any presumption against the preparer or maker hereof.

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be signed in their respective names as of the day and year first above written.

Signed, sealed and delivered in the presence of:		WOLFE & WALLACE PROPERTIES, INC., a Florida corporation
_____ Print Name: _____		By: _____ Name: _____ Title: _____
_____ Print Name: _____		(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by _____, the _____ of **WOLF AND WALLACE PROPERTIES, INC.,** a Florida corporation, on behalf of the corporation. He [_____] is personally known to me or [_____] has produced _____ as identification.

(NOTARY STAMP)

Name: _____
Title: Notary Public
My Commission Expires: _____

Signed, sealed and delivered in the presence of:		THE CITY OF CLERMONT, FLORIDA
_____ Print Name: _____		By: _____ Gail L. Ash, Mayor
_____ Print Name: _____		

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Gail Ash, the Mayor, on behalf of the **CITY OF CLERMONT, FLORIDA.** She [_____] is personally known to me or [_____] has produced _____ as identification.

(NOTARY STAMP)

Name: _____
Title: Notary Public
My Commission Expires

Exhibit “A”

Easement Area



Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, March 14, 2017								
Agenda Item Name								
Event Road Closure								
Requested Action								
Recommend approval for amending the Clermont Downtown Partnership's First Friday Food Truck event to expand the footprint of the event.								
Staff Report								
The Clermont Downtown Partnership is requesting to amend the approved footprint of the First Friday Food Truck event located in Downtown Clermont to expand the event. The City Council approved the current footprint on May 24, 2016 The additional road closures will allow for more event participants to be placed outside of downtown businesses. Road closure times will remain from 5:00 PM till 10:00 PM on the first Friday of every month through the life of the existing First Friday permit concluding with the May 2017 event. Proposed Road Closures are -Montrose Street between City Hall entrance and the driveway to the former police station. -8th Street from Montrose to Minneola Ave. -7th Street between the Desoto St. and the entrance to the parking lot of the former Elks lodge. Please see attached map for detail.								
Additional Analysis								
Fiscal Impact Summary								
<table border="1"> <thead> <tr> <th>Fiscal Impact</th> <th>Fund Number and Description</th> <th>Available Budget Amount</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Fiscal Impact	Fund Number and Description	Available Budget Amount			
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table border="1"> <tbody> <tr> <td>1. Food Truck - Application Amendment</td> <td>CDP Food Truck expansion beyond 8th-signed-9.pdf</td> </tr> <tr> <td>2. Food Truck - Expansion Map</td> <td>LAYOUT City Hall to old PD - Desoto 7 Mont - Mont 8 Minneo Sheet1.pdf</td> </tr> </tbody> </table>			1. Food Truck - Application Amendment	CDP Food Truck expansion beyond 8th-signed-9.pdf	2. Food Truck - Expansion Map	LAYOUT City Hall to old PD - Desoto 7 Mont - Mont 8 Minneo Sheet1.pdf		
1. Food Truck - Application Amendment	CDP Food Truck expansion beyond 8th-signed-9.pdf							
2. Food Truck - Expansion Map	LAYOUT City Hall to old PD - Desoto 7 Mont - Mont 8 Minneo Sheet1.pdf							



SPECIAL EVENTS PERMIT APPLICATION

PLEASE TYPE OR PRINT CLEARLY

Today's Date March 2, 2017

Name of Event First Friday Family Food Trucks & Music On Montrose

Date(s) of Event 1st Fri each month except December Estimated Attendance: 1800

Event Start Time: 5:30p food service: 6pm Vendor Event End Time: 9:00pm

Before Event Setup Time: 5:00p (4:00p if possible) After Event Cleanup Time: 10:00pm

Name of Organization/Applicant Clermont Downtown Partnership Inc

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

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

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # CDP is 501-c-6 IRS

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

Federal ID # or Driver's License # 59-3749760

Event Contact Ron Smart Email info@clermondowntownpartnership.com

Day Phone 352-247-4640 Cell Phone 405-204-0839

Address P.O. Box 120734 City Clermont State FL Zip 34712-0734

Secondary Contact Keith Mullins Phone # 352-394-9805

Briefly Describe Event: Live music City Hall Park; Food Trucks from Desoto to Montrose on 7th & City Hall west to drive betwn Livi/Tate & old Police Dept - also mix in vendors in 10 x 10 tents Sponsor tents at City Hall Park area. Small stage in front of Livi & Tate. 2 or 3 locations for street musicians (10x10 tents optional). Free to public - except for their purchase of food.

~~Vendors in 10x10 canopy pop up tents on Montrose from City Hall Park area potentially to driveway of "old" Police Station~~

Guests utilize City Hall Park picnic tables, new City restrooms, grassy lawn for blankets, etc.

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

Please choose A, B, C, or D on MAP 1 or MAP 2

Other Location: Downtown Clermont streets: Montrose from crosswalk in front of City Hall to drive on east side of "old" police station next to Livi & Tate; 7th Street from Desoto thru Montrose intersection to south side of drive accessing public parking adjacent to Minneola Street/7th; 8th Street from south side of Montrose to Minneola





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 14, 2017		
Agenda Item Name		
Ordinance No. 2017-15 <i>Anderson Hill Annexation</i> <i>Table to April 11, 2017</i>		
Requested Action		
Recommend tabling of Ordinance 2017-15.		
Staff Report		
The applicant, Avid Group, is requesting annexation of the subject property. The property is located west of U.S. Highway 27 and north of Anderson Hill Road. The City limits are across the U.S. Highway 27 right-of-way to the east. This is considered adjacent under Chapter 171 of the Florida Statutes for annexation. The southwest portion of the property was previously used by St. Matthias Episcopal Church and a parking lot is remaining. The northern portion has a 10,000-square-foot building that was formerly West Star gym, but it is currently vacant. This building will be renovated. The property is approximately 9.5 acres in size and is in the City's sewer service area. Water to the site will be provided by the private utility provider in this service area. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant wishes to receive services from the City in order to develop the property into a commercial retail center with up to 58,000 square feet of C-2 General Commercial uses. This request is being heard concurrently with requests for a Small Scale Comprehensive Plan Amendment, rezoning and a Conditional Use Permit to allow for a building greater than 20,000 square feet. The related request for a comprehensive plan amendment would change the future land use from Lake County's Urban Low Density to the City's Commercial designation. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District and Community Facility District in Lake County) to the City's C-2 General Commercial zoning classification. The subject property is adjacent to the City limits and is within the ISBA and JPA. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance ANN ORD 2017-15.doc		
2. Applicant request to Table Request to Table to April 11 2017.pdf		

3.	Maps	Anderson Hill Retail Maps.pdf
4.	Application	ANN application.pdf
5.	Legal ad	ANN Anderson Hill legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2017-15

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 AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

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

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, public records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest corner of Tract 22 as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22 N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to a point on the West Right-of-Way line of US Highway 27; thence along said West Right-of-Way line, S24°35'30"E, a distance of 269.86 feet to a point on the South line of Tract 22; thence continue along said West Right-of-Way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the North Right-of-Way line of Anderson Hill Road; thence

CITY OF CLERMONT
ORDINANCE No. 2017-15

N89°03'43"W along the said North Right-of-Way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the West line of Tract 27 as shown on said the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East; thence along said West line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres, more or less.

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Lake County, 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, Lake County, Florida and any other general or special taxes or assessments.

SECTION 4.

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

SECTION 5.

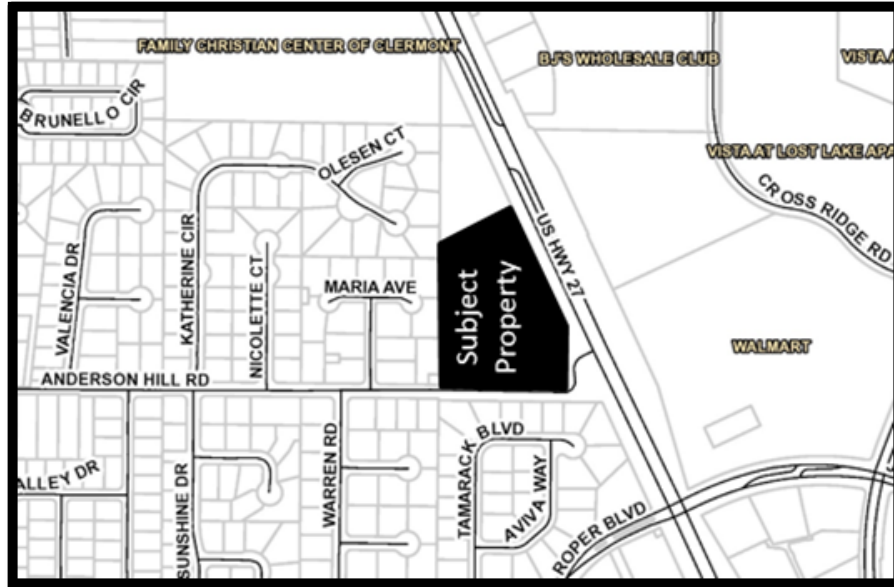
This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 6.

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

CITY OF CLERMONT
ORDINANCE No. 2017-15

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-15

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 14th day of March, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Barbara Hollerand

Subject: FW: Date of continuance for Anderson Hill

From: lisa.jefferson@akerman.com [mailto:lisa.jefferson@akerman.com]
Sent: Thursday, March 02, 2017 11:18 AM
To: cecelia.bonifay@akerman.com; Barbara Hollerand <BHollerand@clermontfl.org>
Subject: RE: Date of continuance for Anderson Hill

The client has agreed to go to the April 11 meeting date.

Regards,

Lisa M. Jefferson

Legal Assistant to: Cecelia Bonifay and Carolyn Haslam
Akerman LLP | 420 South Orange Avenue | Suite 1200 | Orlando, FL 32801-4904
Dir: 407.237.8748 | Main: 407.423.4000 | Fax: 407.843.6610
lisa.jefferson@akerman.com



Akerman LLP | 650+ lawyers | 24 locations | akerman.com

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Exhibit - Location Map – Anderson Hill Retail

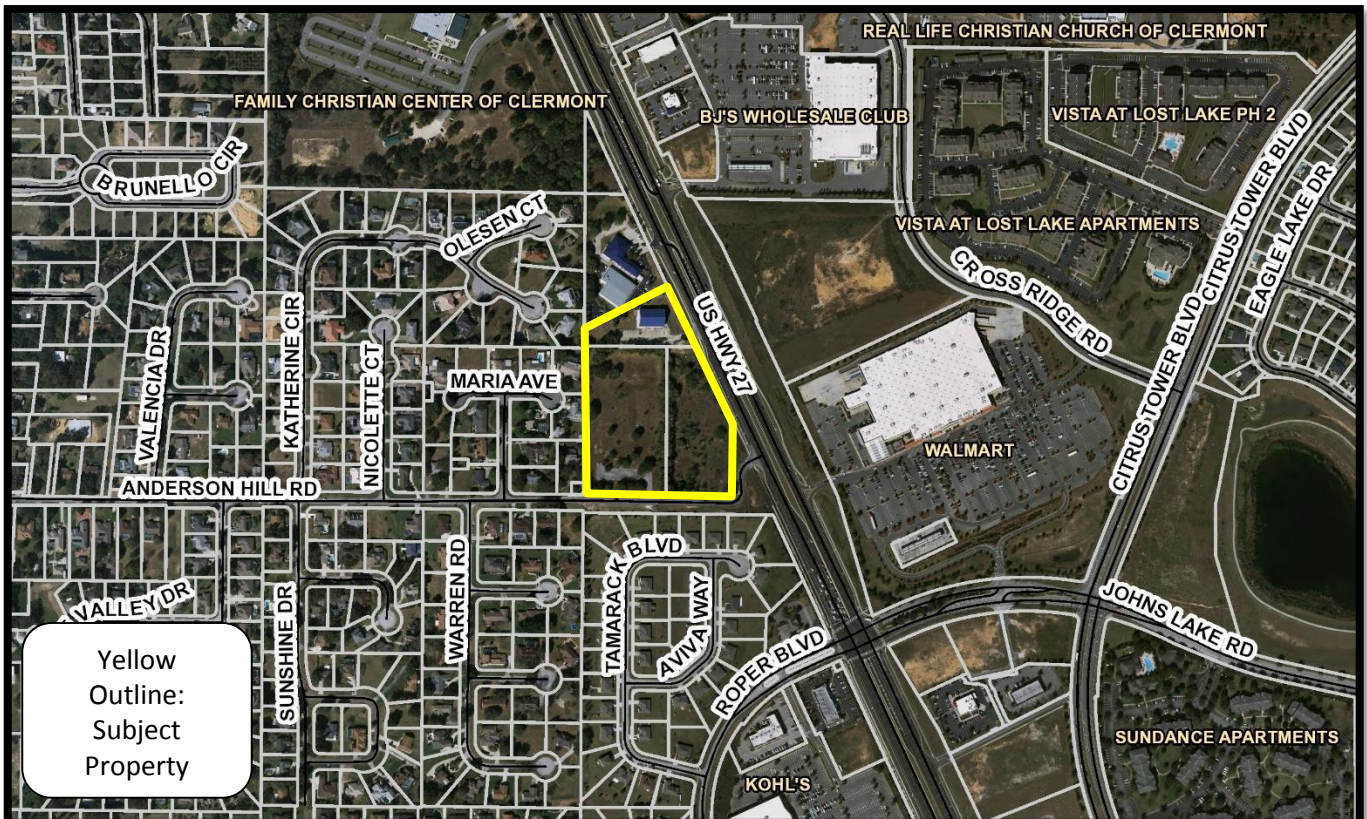
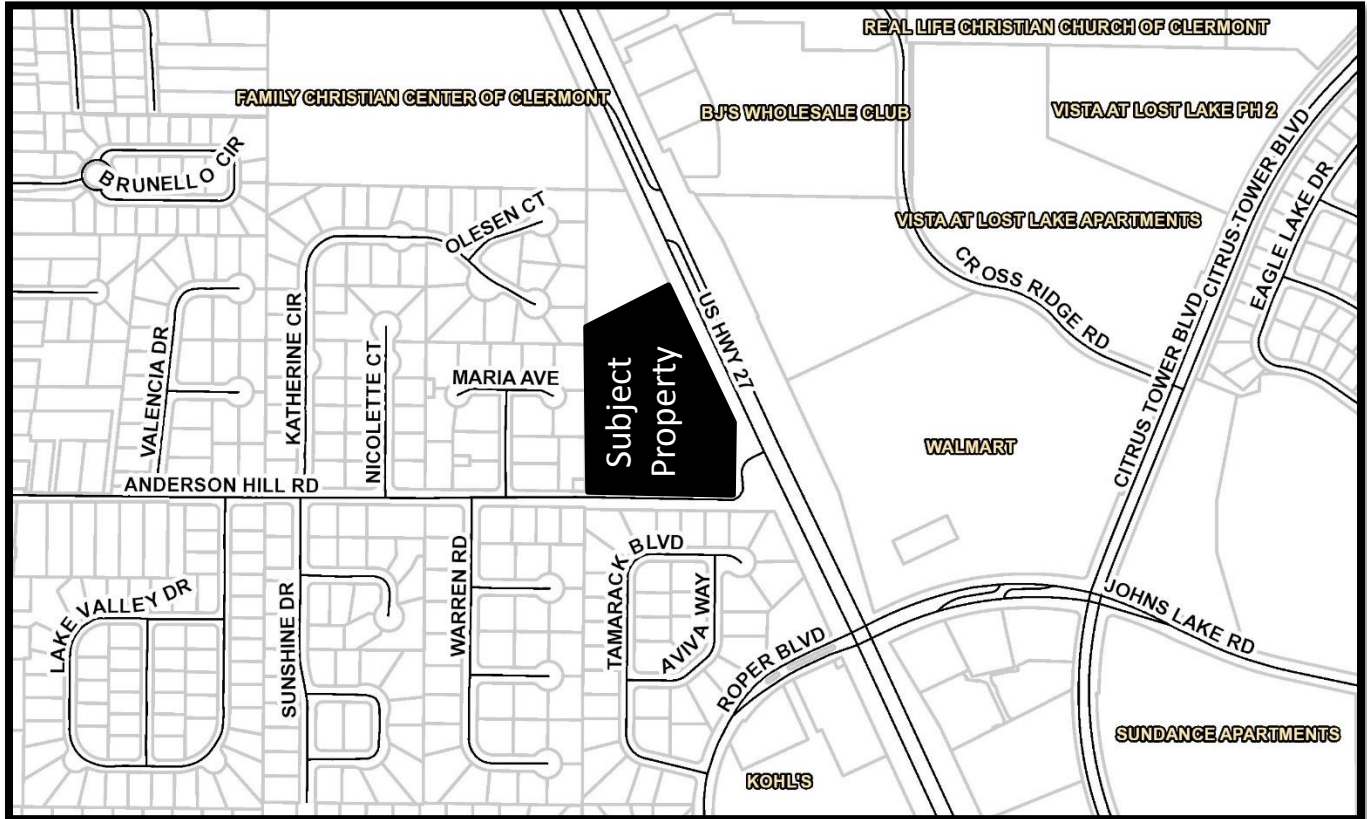


Exhibit – Future Land Use Map – Anderson Hill Retail

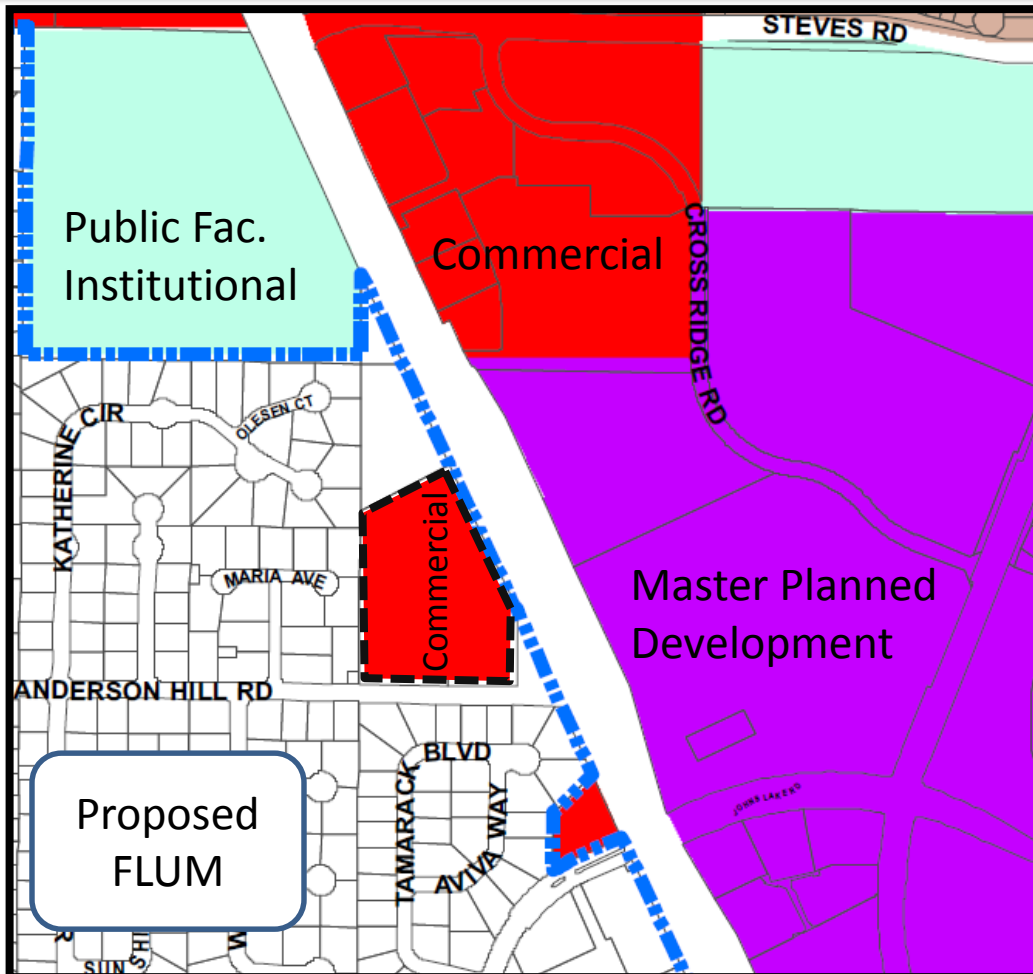


Exhibit – Zoning Map – Anderson Hill Retail

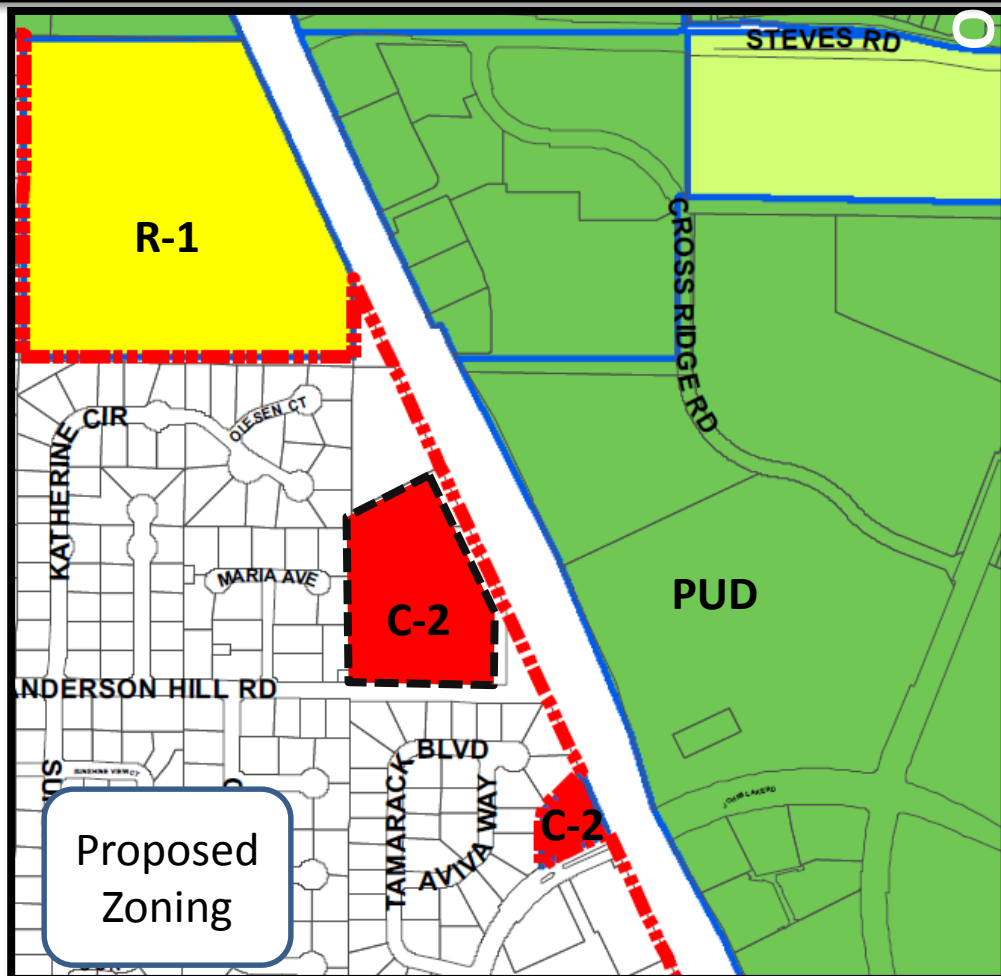
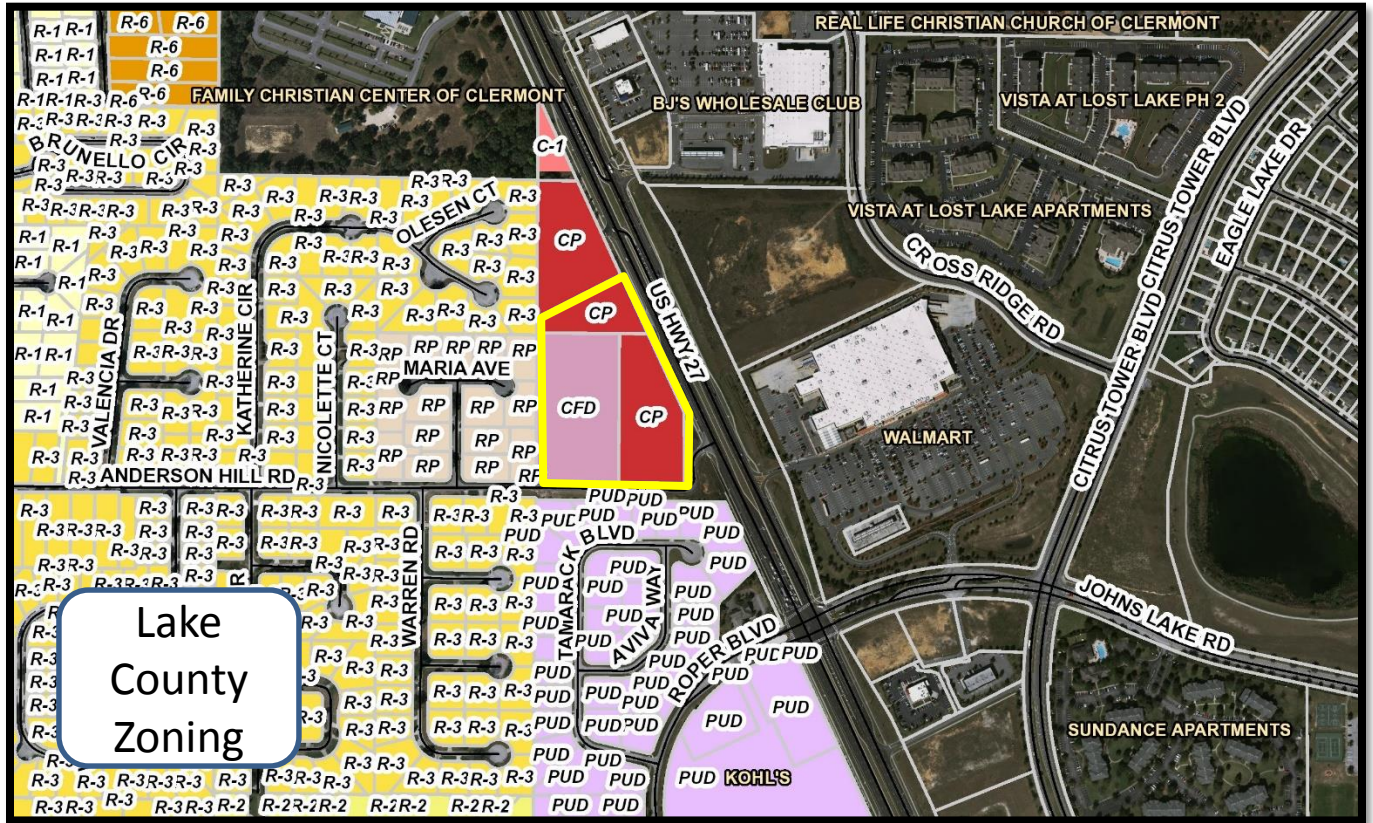
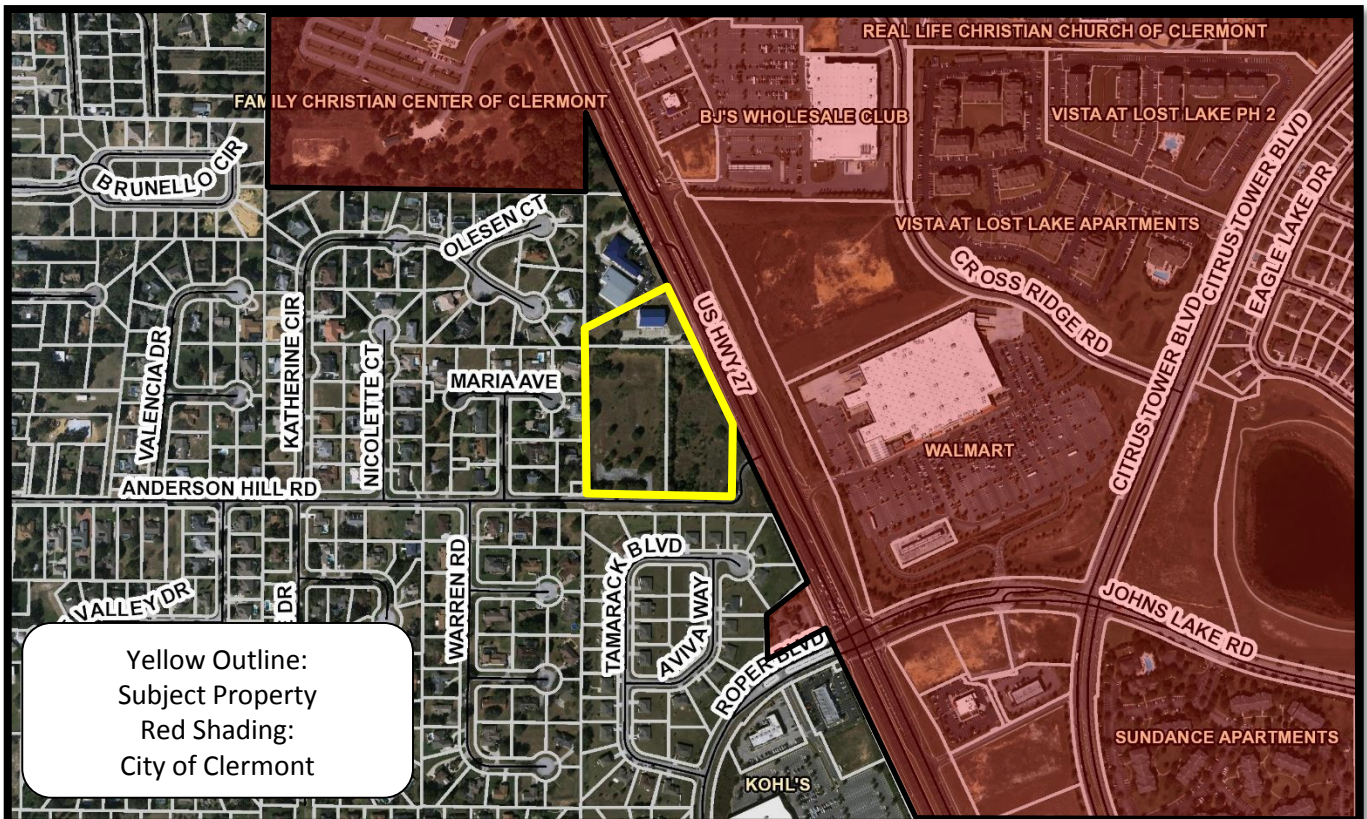
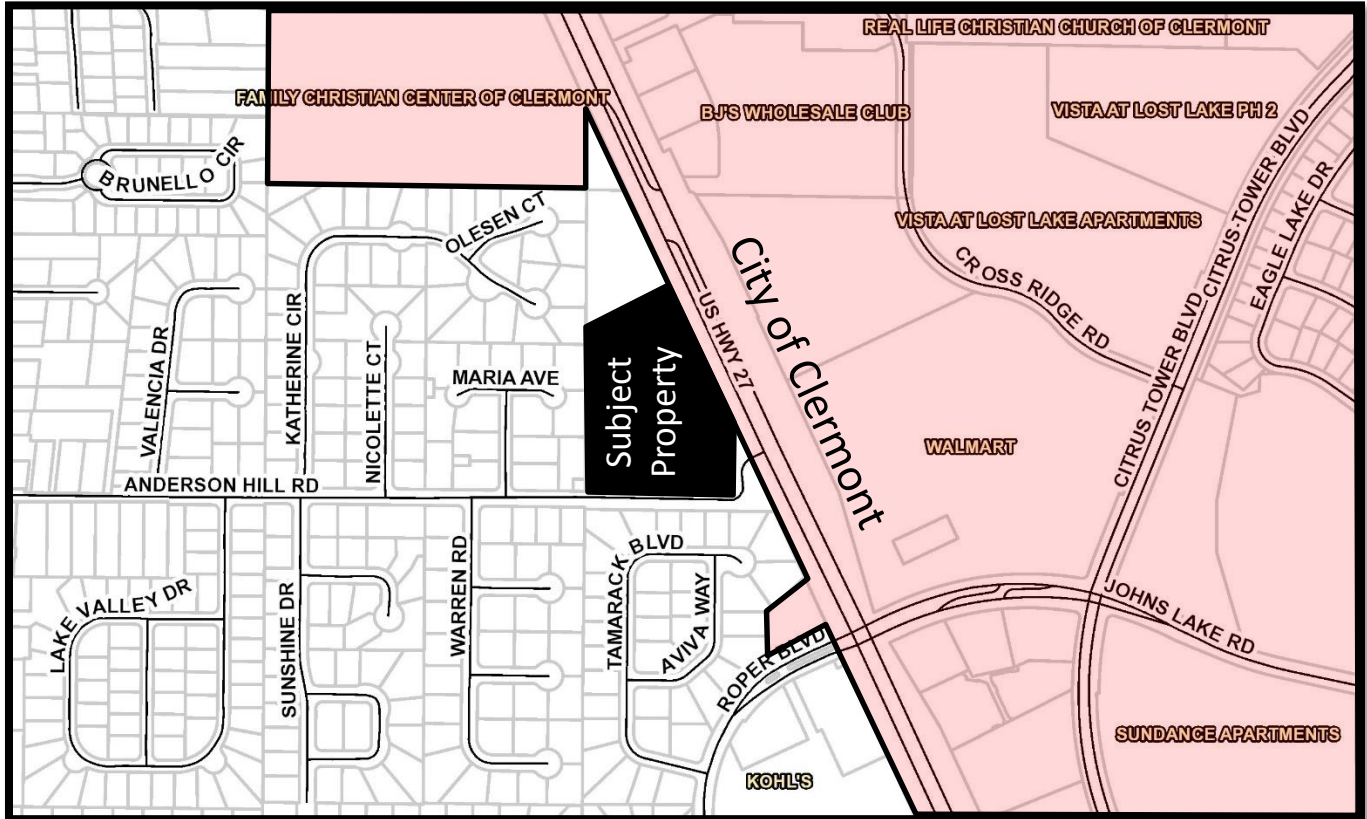


Exhibit - Annexation Map – Anderson Hill Retail





APPLICATION & PETITION

DATE: Nov 17, 2016

FEE: \$50.⁰⁰

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

PROJECT NAME (if applicable): Anderson Hill Commercial

APPLICANT: AVID Group, ATTN: Peter Pensa, AICP

Address: 2300 Curlew Road, Suite 201

City: Palm Harbor State: FL Zip: 34683

Phone: 727-789-9500 x181 Fax: n/a

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

OWNER: Anderson Hill DLSU, LLC

Address: 625 State Road 100

City: Palatka State: FL Zip: 32177

Phone: 386 329-4000 Fax:

AGENT NAME (Affidavit required): AVID Group, ATTN: Peter Pensa, AICP

Address: 2300 Curlew Road, Suite 201

City: Palm Harbor State: FL Zip: 34683

Phone: 727-789-9500 x181 Fax: n/a

E-Mail: peter.pensa@avidgroup.com

Property address and/or general location: NWC of US Highway 27 & Anderson Hill Road
(no address - Parcel# 09-22-26140002700000; 13301 Anderson Hill Rd - Parcel#
09-22-26140002700001; & 12629 US Highway 27 - Parcel# 09-22-26140002200001)

Area of property: 9.58 +/- acres, and/or +/- sq. ft.

The property is PRESENTLY used for: Fitness center (9,450 SF) and vacant commercial land

The property is PROPOSED to be used for: Commercial development. See attached project
description and justification statement.



Existing Lake County Land Use* : Urban Low Density

Existing Lake County Zoning* : CP & CFD

*** 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: _____
One parcel has a 9,450 SF, 2-story building that was previously occupied by a
fitness center. The other two parcels are vacant commercial land.

State the reason or basis for this request: Commercial development. See attached
project description and justification statement.

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

Section 32, Township 22 S, Range 26 E

See attached legal description

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



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: Dec 21, 2016

Before me, the undersigned authority personally appeared Quintus I. Roberts, Sr.
(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:
commercial development of the property
3. That said authority (owner) has appointed (agent's name) AVID Group
(Peter R. Pensa, AICP) 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)

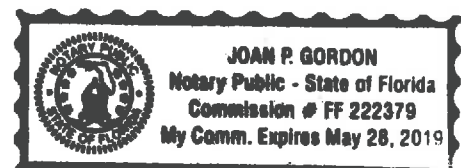
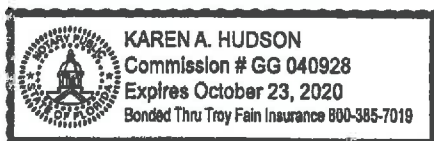
Sworn to and subscribed before
me this 22nd day of December
20 16.

Karen A. Hudson
Notary Public, State of FL
My commission expires:

Sworn to and subscribed before
me this 23rd day of December
20 16.

Joan P. Gordon
Notary Public, State of FL
My commission expires: May 28, 2019

***Note:** Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.





**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

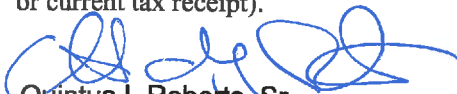
WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

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 22nd day of December, 2016.

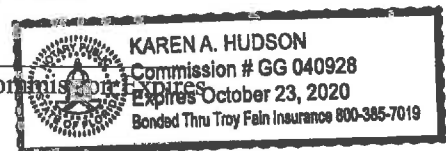
Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).


Quintus I. Roberts, Sr.
Landowner (Petitioner)

12-22-2016
Date


Notary Public

My Commission Expires



To Whom It May Concern:

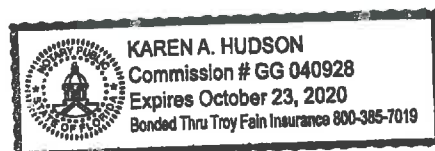
Parcel ID Number:	Site Acreage	Street Address (if assigned):
09-22-26140002700000	3.24, acres m.o.l.	No Address, US Highway 27 Clermont, FL 34711
09-22-26140002700001	4.69, acres m.o.l.	13301 Anderson Hill Rd Clermont, FL 34711
09-22-26140002200001	1.55, acres m.o.l.	12629 US Highway 27 Clermont, FL 34711

ced de

Palatka, FL 32177

**NOTARY SEAL &
COMMISSION EXPIRATION:**

Karen A. Hudson
NOTARY SIGNATURE





CIVIL ENGINEERING
LAND PLANNING
TRAFFIC/TRANSPORTATION
SURVEYING
GIS
2300 CURLEW ROAD STE 201
PALM HARBOR, FLORIDA
34683
PHONE (727) 789-9500
FAX (727) 784-6662
AVIDGROUP.COM

LOCATION MAP ANDERSON HILL RETAIL CLERMONT, FLORIDA

1"=500'

Anderson Hill Retail

Overall Legal Description:

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, Public Records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest Corner of Tract 22 as shown on the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22, $N00^{\circ}31'25''E$, a distance of 61.46 feet; thence $N63^{\circ}34'33''E$, a distance of 393.00 feet to a point on the west right-of-way line of US Highway 27; thence along said west right-of-way line, $S24^{\circ}35'30''E$, a distance of 269.86 feet to a point on the south line of Tract 22; thence continue along said west right-of-way line $S24^{\circ}35'30''E$, a distance of 366.85 feet; thence $S00^{\circ}27'49''W$, a distance of 266.03 feet to a point on the north right-of-way line of Anderson Hill Road; thence $N89^{\circ}03'43''W$ along the said north right-of-way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the west line of Tract 27 as shown on said the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East; thence along said west line of said Tract 27, $N00^{\circ}31'46''E$, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres more or less.

RETURN

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Quintus Irving Roberts
625 State Road 100
Palatka, Florida, 32177

Property Appraisers Parcel Identification (Folio) Number: 092226-1400-027-00000

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 19th day of October, 2012 by Quintus Irving Roberts as Trustee of The V.S. Roberts Family Trust - QIR, a Simple Trust, whose post office address is 625 State Road 100, Palatka, Florida 32177 herein called the grantor, to Anderson Hill DLSU, LLC., a Florida Limited Liability Company whose post office address is 625 State Road 100, Palatka, Florida 32177, hereinafter called the Grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in LAKE County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Subject to easements, restrictions and reservations of record and taxes for the year 2012 and thereafter.

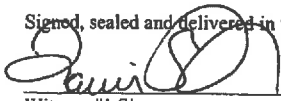
TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:


Witness #1 Signature

TRAVIS S. THOMAS

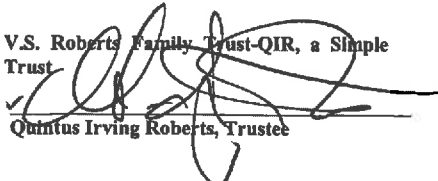
Witness #1 Printed Name


Witness #2 Signature

JOYCE C. NORRIS

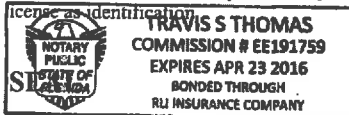
Witness #2 Printed Name

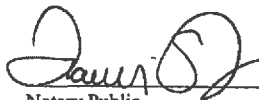
V.S. Roberts Family Trust-QIR, a Simple Trust


Quintus Irving Roberts, Trustee

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 19th day of October, 2012 by Quintus Irving Roberts as Trustee of The V.S. Roberts Family Trust - QIR a Simple Trust who is personally known to me or has produced driver's




Notary Public TRAVIS S. THOMAS

Printed Notary Name

My Commission Expires:

Exhibit "A"

TRACT 27, AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS THE FOLLOWING:

BEGIN AT THE SOUTHWEST CORNER OF TRACT 27 AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: THENCE NORTH $00^{\circ}31'46''$ EAST ALONG THE WEST LINE OF SAID TRACT 27, A DISTANCE OF 638.50 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH $88^{\circ}53'09''$ EAST ALONG THE NORTH LINE OF SAID TRACT 27, A DISTANCE OF 341.41 FEET; THENCE SOUTH $00^{\circ}31'46''$ WEST 637.45 FEET TO THE SOUTH LINE OF SAID TRACT 27; THENCE NORTH $89^{\circ}03'43''$ WEST ALONG THE SAID SOUTH LINE OF SAID TRACT 27, A DISTANCE OF 341.40 FEET TO THE POINT OF BEGINNING.

LESS ROAD RIGHT OF WAYS.

AKERMAN SENTERFITT
PO BOX 231
ORLANDO FL 32802



PREPARED BY AND RETURN TO:
SCOTT M. PRICE, ESQUIRE
AKERMAN LLP
420 South Orange Avenue
Suite 1200
Orlando, Florida 32801

INSTRUMENT #2016114504
OR BK 4858 PG 593 - 594 (2 PGS)
DATE: 11/3/2016 9:50:50 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$18.50 DEED DOC \$8750.00

SPECIAL WARRANTY DEED

THIS WARRANTY DEED made this 27th day of October, 2016, between CLERMONT SYNERGY, LLC, a Florida limited liability company, whose post office address is 2345 West Sand Lake Road, Suite 100, Orlando, Florida 32809, hereinafter called the Grantor, to ANDERSON HILL DLSU, LLC, a Florida limited liability company, whose post office address is 625 State Road 100, Palatka, Florida 32177, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in LAKE County, Florida, viz:

A portion of that part of Tract 22, lying West of U.S. Highway No. 27 in "LAKE HIGHLANDS COMPANY", a Plat of record in Plat Book 3, Page 24, Public Records of Lake County, Florida, located in Section 32, Township 22 South, Range 26 East, Tallahassee Meridian, Lake County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Tract 22; thence along the West line thereof, North 00 degrees 12 minutes 07 seconds West, 61.46 feet; thence leaving said line, North 62 degrees 51 minutes 01 second East, 393.08 feet to the West right of way line of said U.S. Highway 27; thence along said line, South 25 degrees 21 minutes 30 seconds East, 270.00 feet to the South line of said Tract 22; thence along said line, North 89 degrees 36 minutes 41 seconds West, 465.20 feet to the Point of Beginning.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that said land is free of all encumbrances except for *ad valorem* taxes for 2016 and all subsequent years, and matters appearing of record in the Public Records of Lake County, Florida; provided, however, that this reference shall not serve to re-impose same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

CLERMONT SYNERGY, LLC,
a Florida limited liability company

By: Twistee, LLC,
a Florida limited liability company,
as managing member

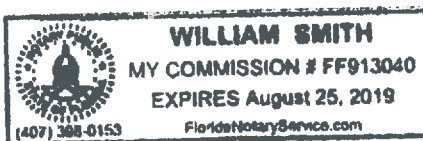
By: Alan C. Charron
ALAN C. CHARRON
MANAGER

William Smith
Print Name: William Smith
Mike Charron
Print Name: MIKE CHARRON

STATE OF FLORIDA)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 26th day of October, 2016, by Alan C. Charron, as Manager of Twistee, LLC, a Florida limited liability company, as managing member of Clermont Synergy, LLC, a Florida limited liability company, on behalf of the company, who is:

- ☒ personally known to me; or
- ☐ produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- ☐ produced the following identification: _____



William Smith
NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

**Narrative & Justification Statement
Annexation/Small-Scale Comp Plan/Rezoning/
Conditional Use Permit Applications**

**Anderson Hill Commercial
NWC of US Highway 27 & Anderson Hill Road, Clermont, FL**

Project Description:

Subject property is comprised of three parcels totaling 9.58 acres of land located at the northwest corner of US Highway 27 and Anderson Hill Road in unincorporated Lake County. The properties are owned by Anderson Hill DLSU, LLC, who will combine the properties for (re)development as a multi-tenant retail/commercial shopping center.

The two parcels fronting US Highway 27 are currently zoned CP (Commercial Parkway) and the rear parcel is zoned CFD (Community Facility District) in unincorporated Lake County. All three parcels have a future land use map designation of Urban Low Density. The property owner/developer seeks annexation of the three parcels into the City of Clermont with C-2 (General Commercial District) zoning and Commercial future land use map designation. The northern parcel is currently developed with a 9,472 sq.ft., two-story commercial building that was previously occupied by West Star fitness center. The existing building and some of the associated site improvements (parking and retention pond) will be retained as part of the redevelopment.

The conditional use site plan is attached, which shows the overall layout as anticipated but the building footprints may change somewhat depending on the needs of specific tenants. Permitted uses within the development shall be those that are permitted within the City's C-2 (General Commercial District) zoning district.

Small-Scale Comprehensive Plan Amendment and Rezoning Evaluation Criteria:

Pursuant to Land Development Code (LDC) Section 82-226, the Planning Commission and City Council shall consider the following criteria. In furtherance of this requirement, the applicants' professional land planning and engineering consultant has made the following findings in support of the project:

Review Criteria

- 1. Consistency with the comprehensive plan, or, in the case of a plan amendment, consistency with the remainder of the plan and its goals, objective and policies.**

Applicant's finding: The properties can be (re)developed consistent with the goals, objectives and policies of the City's comprehensive plan. The conditional use permit site plan has been submitted for concurrent review and approval to demonstrate the developer's intent and ability to do so.

Subject property is being annexed into the City of Clermont and therefore needs to have a City future land use map designation and zoning district assigned. The proposed C-2 (General Commercial District) zoning and Commercial future land use map designation are appropriate given the physical characteristics and location of the property and the development pattern of the surrounding area. One of the subject parcels is already commercially developed, as is the majority of this segment of the US Highway 27 corridor (from State Road 50 to the north to Hammock Ridge Road/Citrus Tower Boulevard to the south). For example, the property across US Highway 27 is located in the City and is developed as a WalMart Super Center. And, the adjacent property to the north is located in the County and developed as an automobile repair shop.

2. Consistency with applicable sections of this land development code.

Applicant's finding: The properties can be (re)developed consistent with the applicable sections of the City's land development code. The conditional use permit site plan has been submitted for concurrent review and approval to demonstrate the developer's intent and ability to do so.

3. Additionally, as to rezoning amendments:

- a. **Whether justified by changed or changing conditions.**
- b. **Whether adequate sites already exist for the proposed district uses.**
- c. **Whether specific requirements of this land development code are adequate to ensure compatibility with adjoining properties as required by the comprehensive plan.**

Applicant's finding:

- a. The changing condition that triggered the need for this land use amendment and rezoning is the pending annexation of these properties in order to (re)develop and connect to the City's central sewer system. Thus, rezoning within the City of Clermont is both necessary and justified.
- b. Two of the three parcels are already zoned for commercial uses within Lake County. The third parcel is currently church owned and thus has master plan zoning in the County that allows for institutional uses. Consolidation of all three parcels for the proposed commercial development project makes sense because it provides adequate site area and depth to address changes in topography and it overcomes the irregular shapes and depths of the existing commercial parcels.
- c. The project can be developed consistent with the City's land development code requirements, which by design are intended to provide use-based compatibility measures such as minimum building setbacks and landscape buffering between different uses.

Conditional Use Permit Evaluation Criteria:

Pursuant to Land Development Code (LDC) Section 86.144.(c), the Planning Commission and City Council may grant by resolution a conditional use permit that meets the following four general criteria and seven specific development standards. In furtherance of this requirement, the applicants' professional land planning and engineering consultant has made the following findings in support of the project:

General Criteria

- 1. The granting of the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city;**

Applicant's finding: The development will not adversely affect the City's comprehensive plan. The conditional use permit is requested for the purpose of annexing and (re)developing the property within the City of Clermont on central water and sewer service. Two of the three parcels are already zoned for commercial uses in Lake County.

- 2. Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity;**

Applicant's finding: The proposed commercial development will comprise of uses typically found in a shopping center such as retail businesses, personal service establishments, fitness centers, restaurants, and offices. The range of permitted uses shall be as allowed within the City's C-2 General Commercial District (LDC Sec. 122-223).

- 3. The proposed use will comply with the regulations and conditions specified in the codes for such use; and**

Applicant's finding: The development will comply with the regulations and conditions specified for said uses within the City's C-2 General Commercial District (LDC Sec. 122-223).

- 4. The proposed use may be considered desirable at the particular location.**

Applicant's finding: The proposed commercial uses are considered desirable at this location. There is a need for more shopping center tenant space in the area, as demonstrated by retailer interest in the project.

Specific Development Standards

1. ***Density or intensity, character and type of development.*** The density or intensity, character and type of development shall be in conformance with the city's comprehensive plan, future land use map, future land use district designation and zoning district classification.

Applicant's finding: The proposed commercial development is consistent with the character and type of development that is allowed within the requested City land use and zoning classifications of Commercial and C-2 General Commercial District, respectively, which allow a maximum density of 12 du/ac (none proposed) and a maximum intensity of 0.25 FAR and 0.80 ISR. There are no residential units proposed and the conditional use permit site plan shows the project's proposed intensity of 53,972 sq.ft. (0.13 FAR).

2. ***Compatibility of development.*** The compatibility of the development with terrain and surrounding development as to type and size of unit and height shall be considered. The development shall be so located and designed to avoid undue noise, odor, traffic or other nuisances and dangers to abutting property owners.

Applicant's finding: The development is compatible with the terrain and surrounding development pattern. Consolidation of the three parcels for redevelopment allows the property to be graded and developed consistent with the City's grading standards. In addition to traditional compatibility measures such as minimum building setback and landscape buffer requirements, the design further enhances compatibility because of the site needing to be terraced and lowered (relative to the residential lots to the west), which in turn further increases the building setbacks and buffering, further reduces light and noise associated with traffic circulation since vehicles will be below the abutting residential grade level, and ensures that stormwater runoff is directed away from the neighborhood.

3. ***Transportation.*** The city transportation system or streets must be of sufficient width and capacity to serve the demands created by the development. Dedication of rights-of-way, frontage or reverse frontage roads and other necessary improvements shall be considered and addressed.

Applicant's finding: The right-of-way width and streets are adequate to serve the project. There was previously a 40' right-of-way dedication along Anderson Hill Road. The developer is proposing to construct left and right turn lane access improvements on US Highway 27 as shown on the site plan to serve the demands of the development.

4. ***Utilities.*** Sanitary sewer, potable water, reuse water, fire hydrants and other utilities must be available and have capacity to serve the development. For commercial or industrial development, the quality of the wastewater must be in conformance with section 66-76 et seq.

Applicant's finding: Utilities are available to serve the development. Potable water is adjacent to the site and provided by Utilities Inc. The developer will install water and fire service connections as needed to serve the development. The developer will be installing an on-site lift station and an off-site sewer main extension in order to connect to the City of Clermont's existing sanitary sewer system. Wastewater discharge shall comply with the requirements of Code Section 66-76.

5. ***Stormwater management.*** The capability, capacity and location of the city storm sewer system for serving the development must be considered, as well as adequacy of project design to provide retention and positive outfall of stormwater.

Applicant's finding: The development does not outfall into a City-maintained system. It drains into the FDOT right-of-way. The project's design will abide by all of the stormwater release rate and volume criteria of FDOT, SJRWMD, and the City.

Due to the fact that the existing site contains significant depressional storage, the existing site does not release much of its stormwater runoff. The design of the proposed development will have to mimic the same low-discharge scenario. Very little runoff from the developed site is expected to leave the site. Almost all of the project's runoff will be retained and percolated.

The rates and volumes of water to be discharged from the property were anticipated in the design of FDOT's US 27 drainage system. The project is not anticipated to overburden any downstream drainage systems.

The project will include an outfall structure to allow its permitted discharges, as well as allowing runoff from storms greater than the design storm to exit the site without creating adverse on-site flooding conditions.

6. ***Site planning.*** The development shall be planned and designed to consider:
- a. Effectiveness of plotting or building layout (street patterns, required yards, etc.).
 - b. Orientation of units (setback, open space).
 - c. Avoidance of environmentally sensitive areas (floodplain, steep slopes, unstable soil, drainage or wetland areas).
 - d. Consideration of visual resources (view and aesthetics).
 - e. Landscaping, buffering and screening (for privacy and to screen parking or undesirable features).
 - f. Provision of open space areas or private recreation areas.
 - g. Off-street parking and loading areas, where required, with particular attention to noise, glare or odor as they may affect adjoining properties. Adequate off-street parking shall be provided in conformance with city codes. Residential construction must be provided with required off-street parking in all districts.

- h. Ingress and egress to property and proposed structures thereon, with particular reference to automobile and pedestrian safety, traffic flow and control and access in case of fire. Access to refuse collection areas shall be provided.

Applicant's finding: All of these items have been taken into consideration in the planning and design of the development. The buildings, drive-thru facilities, and outdoor patio areas are located toward the front of the site in order to orient activity toward the street and away from the neighborhood. The stormwater pond/open space and parking are primarily oriented toward the rear of the site for increased separation from the neighborhood. Site access is limited to one driveway per street to minimize impacts on traffic flow and there are multiple routes for safe and convenient vehicular circulation within the development. Sidewalks are provided for pedestrian safety and interconnectivity between all uses/buildings within the development and from the two abutting streets.

7. ***Solid waste disposal.*** For commercial and industrial development, the capacity to dispose of solid waste, with particular reference to any hazardous wastes generated.

Applicant's finding: There is adequate capacity to dispose of solid waste from the development. Hazardous waste generation is not anticipated since the development is a shopping center with typical uses such as retail businesses, personal service establishments, fitness centers, restaurants, offices, and bank/ATM facilities.

Prepared by:
AVID Group



Peter Pensa, AICP
Director of Planning

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, March 14, 2017 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2017-15

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 AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

West and northwest of the intersection of US Highway 27 and Anderson Hill Road
Alternate keys 1453496, 3828239, and 2826541

LEGAL DESCRIPTION

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, public records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest corner of Tract 22 as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22 N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to a point on the West Right-of-Way line of US Highway 27; thence along said West Right-of-Way line, S24°35'30"E, a distance of 269.86 feet to a point on the South line of Tract 22; thence continue along said West Right-of-Way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the North Right-of-Way line of Anderson Hill Road; thence N89°03'43"W along the said North Right-of-Way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the West line of Tract 27 as shown on said the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East; thence along said West line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres, more or less.

See Map Below

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

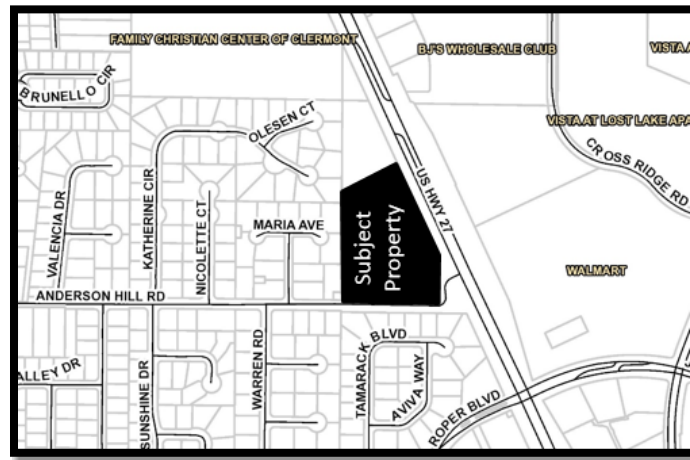
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC

City Clerk
Daily Commercial

February 21 and 28, 2017

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 14, 2017		
Agenda Item Name		
Ordinance No. 2017-16 <i>Anderson Hill Small-Scale Comprehensive Plan Amendment</i> <i>Table to April 11, 2017</i>		
Requested Action		
Recommend tabling of Ordinance 2017-16.		
Staff Report		
The applicant, Avid Group, is requesting a small-scale comprehensive plan amendment for the subject property. The property is approximately 9.5 +/- acres in size. This request is being heard concurrently with requests for annexation, rezoning and a Conditional Use Permit. The applicant wishes to develop the property and have City services available. The Small Scale Comprehensive Plan Amendment would change the future land use from Lake County's Urban Low to the City's Commercial designation. The Commercial designation is supported by the property's physical characteristics and its U.S. Highway 27 frontage. The property is adjacent to a major arterial roadway and has existing commercial uses to the north and across U.S. Highway 27 to the east. Staff recommends approval of the Small Scale Comprehensive Plan Amendment to change the future land use from Lake County Urban Low to Commercial in the City. <i>At the February 7, 2017 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the Small Scale Comprehensive Plan Amendment; seconded by Commissioner Carol Thayer. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	CPA Ord. 2017-16.doc	
2. Request to Table	Request to Table to April 11 2017.pdf	
3. Maps	Anderson Hill Retail Maps.pdf	
4. Minutes	February 2016 P&Z Minutes.pdf	
5. Application	CPA application.pdf	
6. Legal ad	CPA Anderson Hill legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2017-16

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

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, public records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest corner of Tract 22 as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22 N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to

CITY OF CLERMONT
ORDINANCE No. 2017-16

a point on the West Right-of-Way line of US Highway 27; thence along said West Right-of-Way line, S24°35'30"E, a distance of 269.86 feet to a point on the South line of Tract 22; thence continue along said West Right-of-Way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the North Right-of-Way line of Anderson Hill Road; thence N89°03'43"W along the said North Right-of-Way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the West line of Tract 27 as shown on said the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East; thence along said West line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres, more or less.

Alternate Key 1453496, 3828239, and 2826541.

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM COUNTY URBAN LOW DENSITY
TO CITY OF CLERMONT COMMERCIAL

Section 2.

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

Section 3.

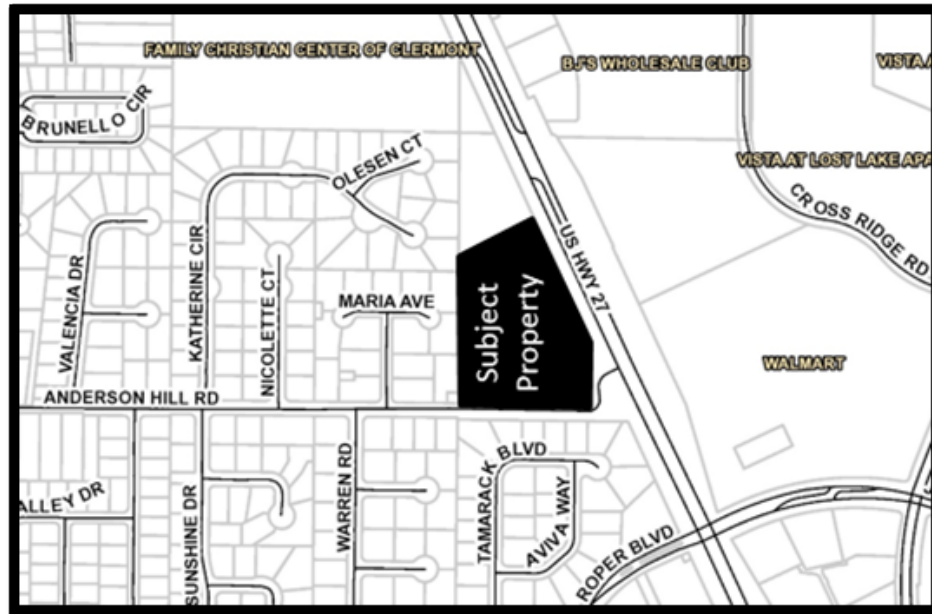
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2017-16

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-16

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of March, 2017.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Barbara Hollerand

Subject: FW: Date of continuance for Anderson Hill

From: lisa.jefferson@akerman.com [mailto:lisa.jefferson@akerman.com]
Sent: Thursday, March 02, 2017 11:18 AM
To: cecelia.bonifay@akerman.com; Barbara Hollerand <BHollerand@clermontfl.org>
Subject: RE: Date of continuance for Anderson Hill

The client has agreed to go to the April 11 meeting date.

Regards,

Lisa M. Jefferson

Legal Assistant to: Cecelia Bonifay and Carolyn Haslam
Akerman LLP | 420 South Orange Avenue | Suite 1200 | Orlando, FL 32801-4904
Dir: 407.237.8748 | Main: 407.423.4000 | Fax: 407.843.6610
lisa.jefferson@akerman.com



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Exhibit - Location Map – Anderson Hill Retail

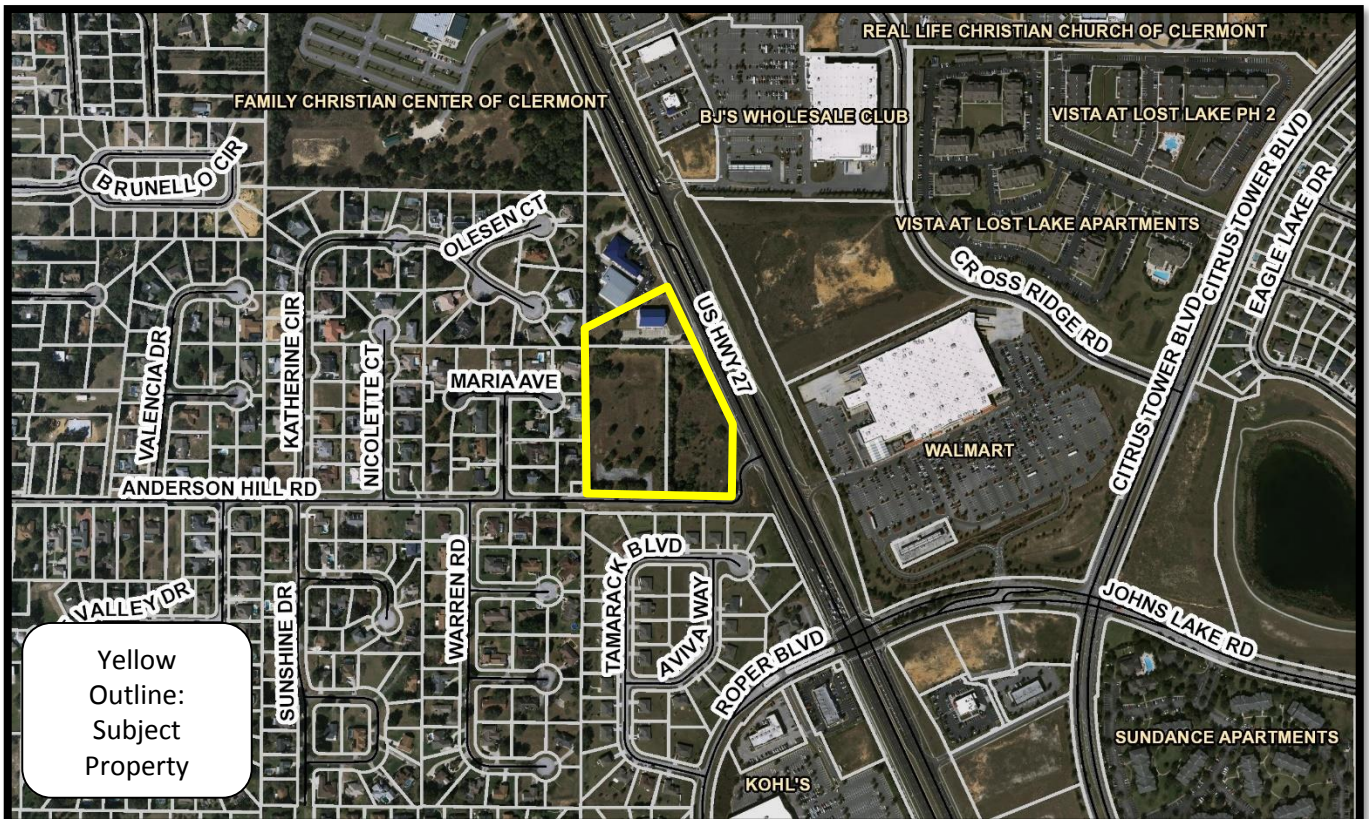
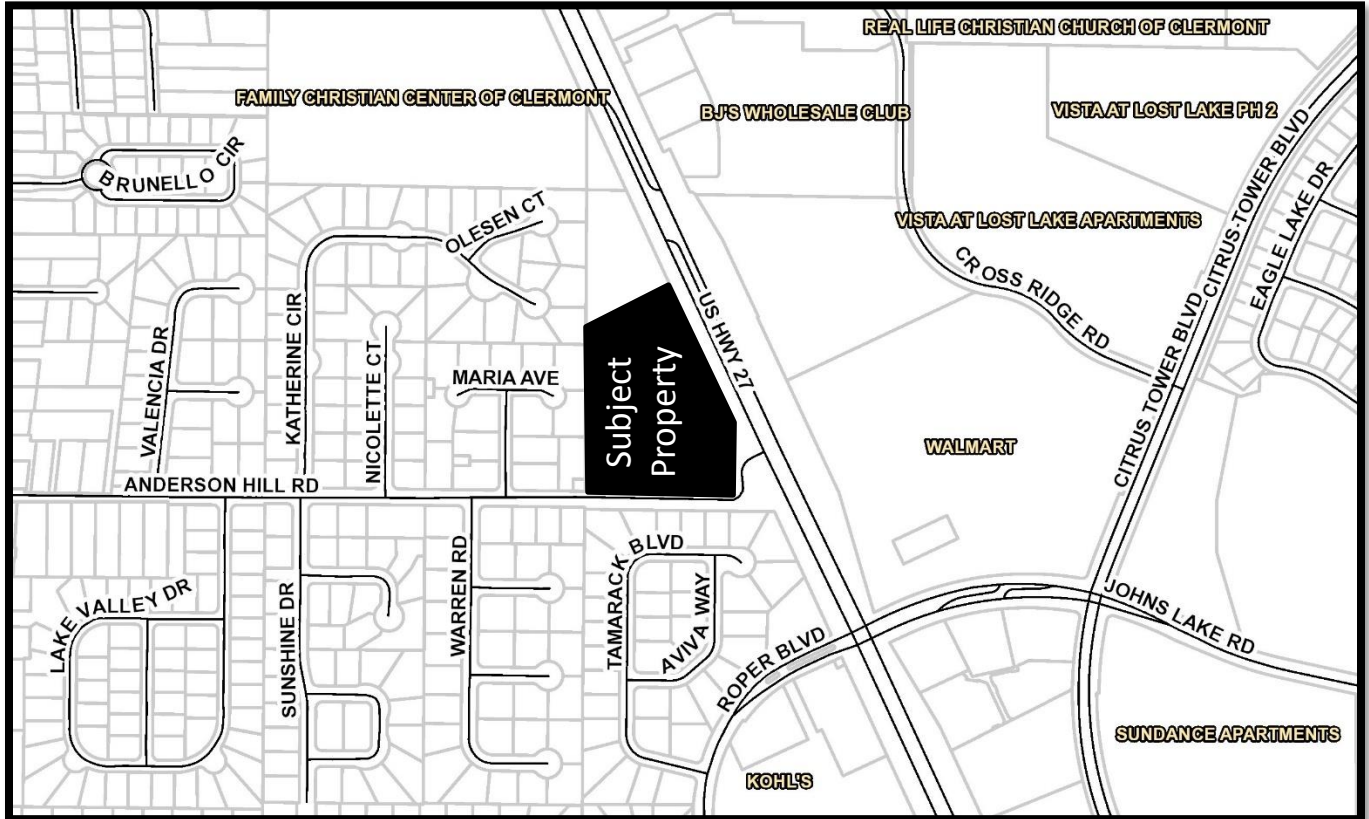


Exhibit – Future Land Use Map – Anderson Hill Retail

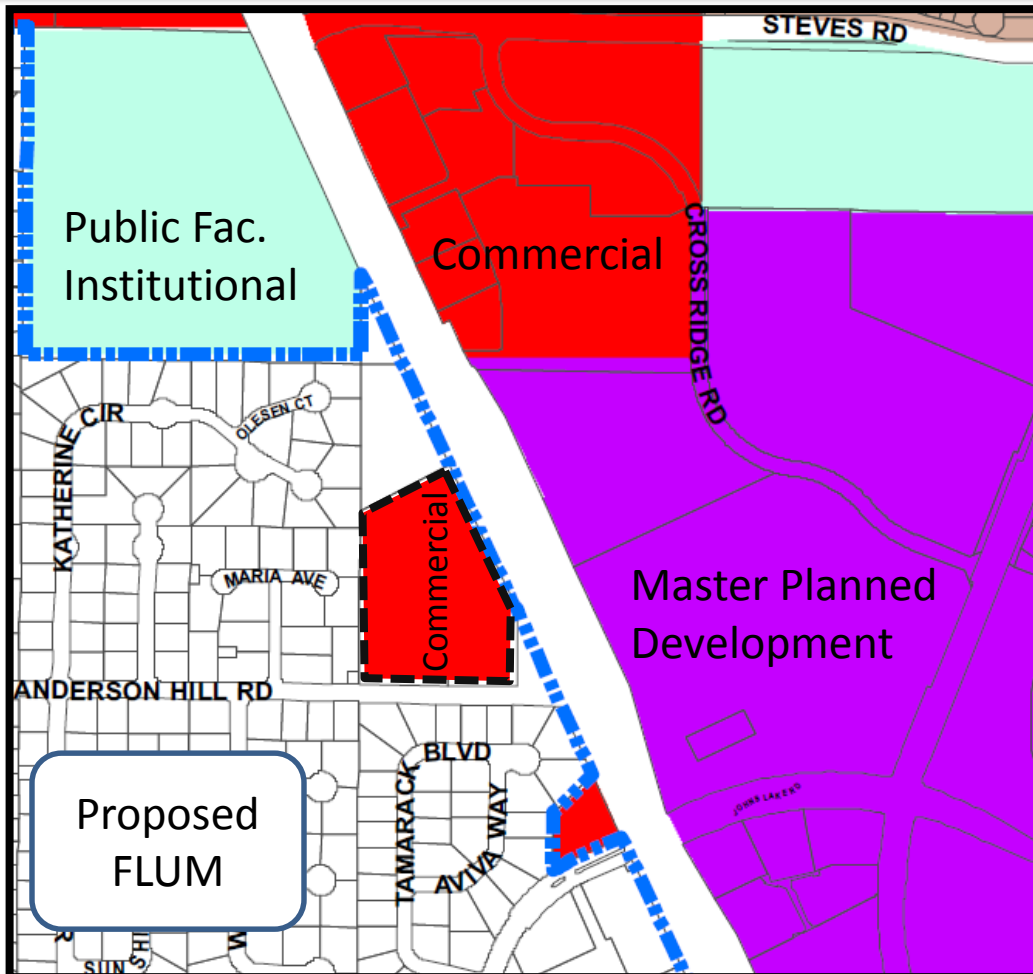


Exhibit – Zoning Map – Anderson Hill Retail

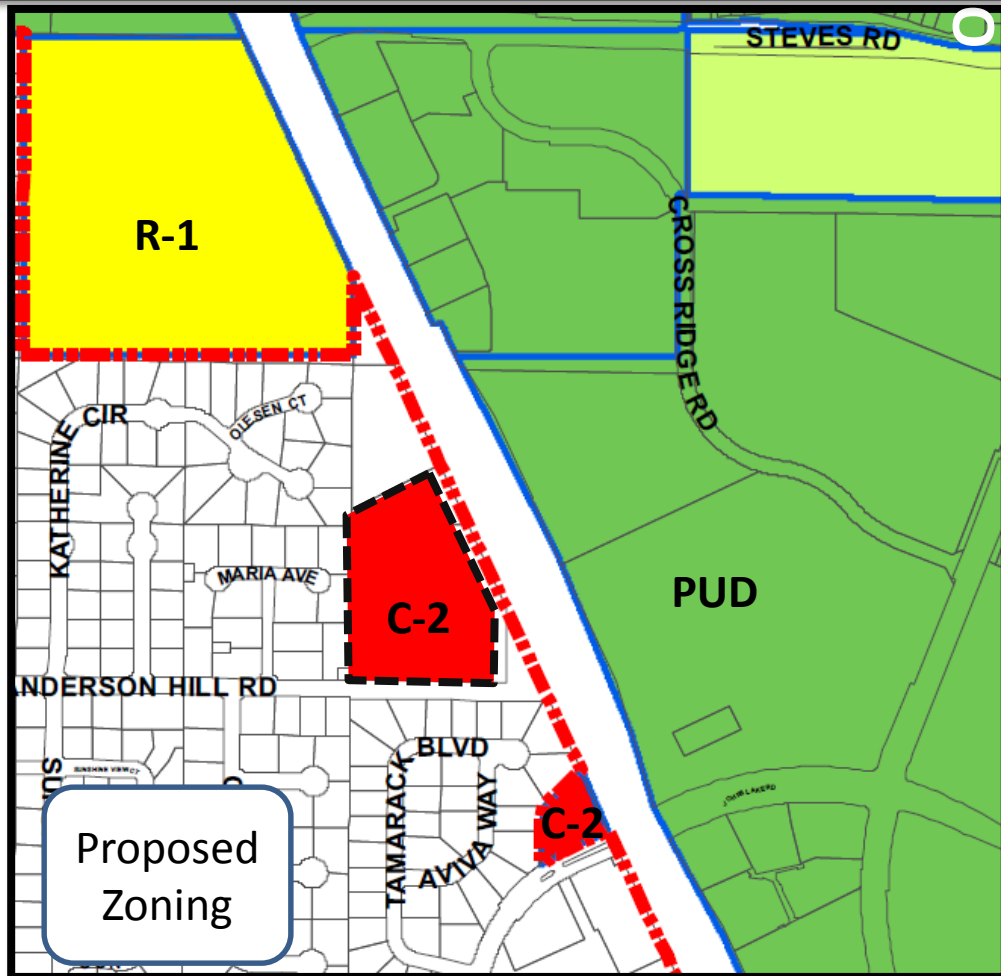
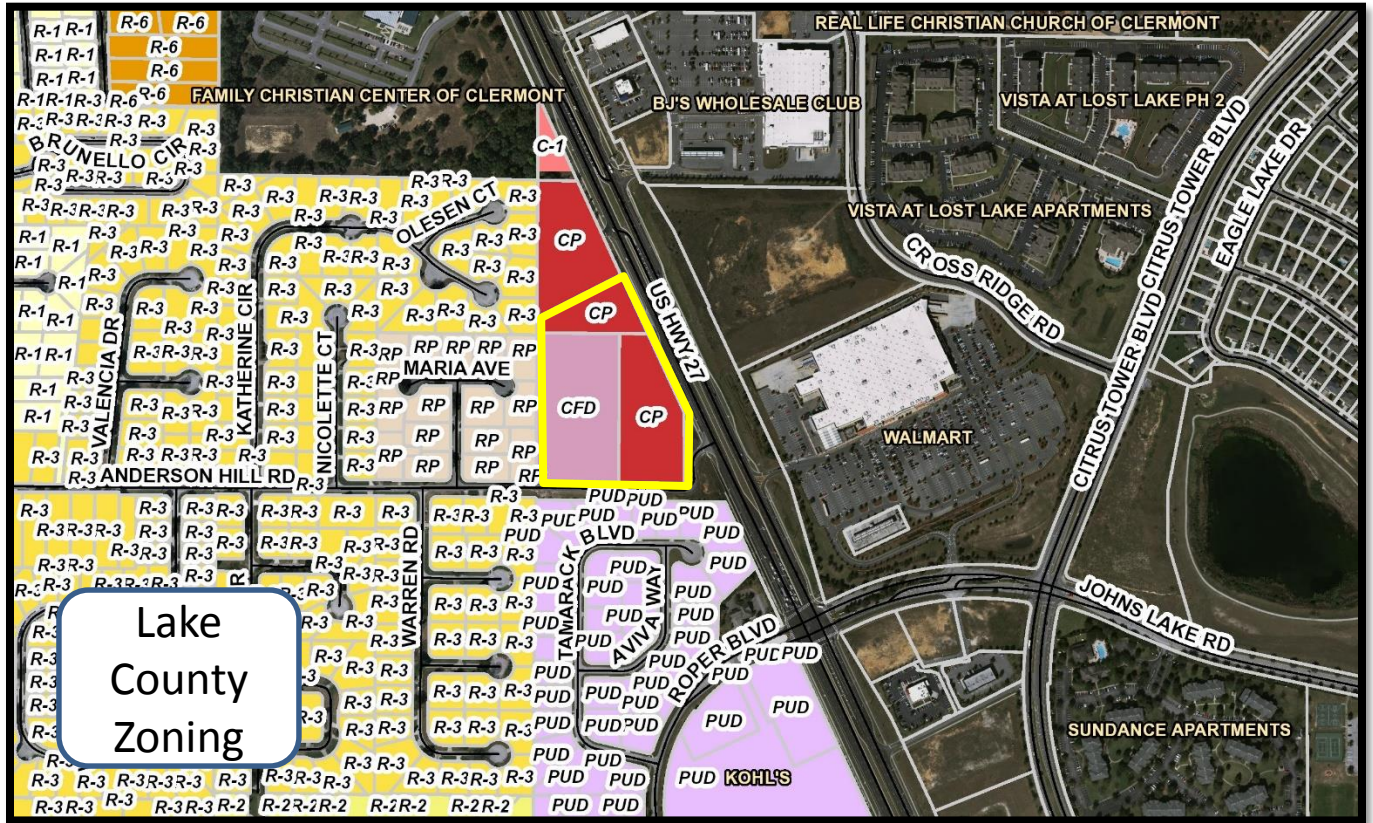
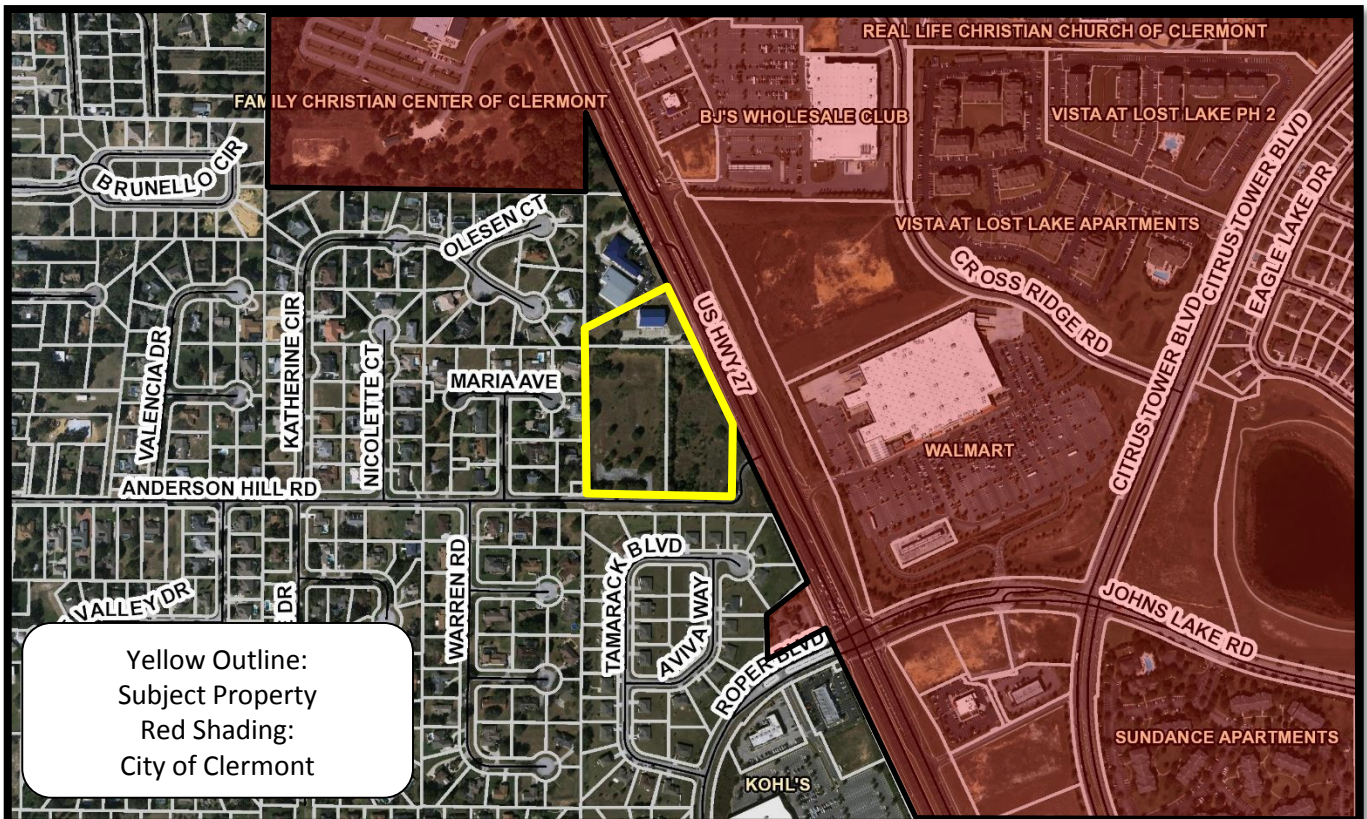
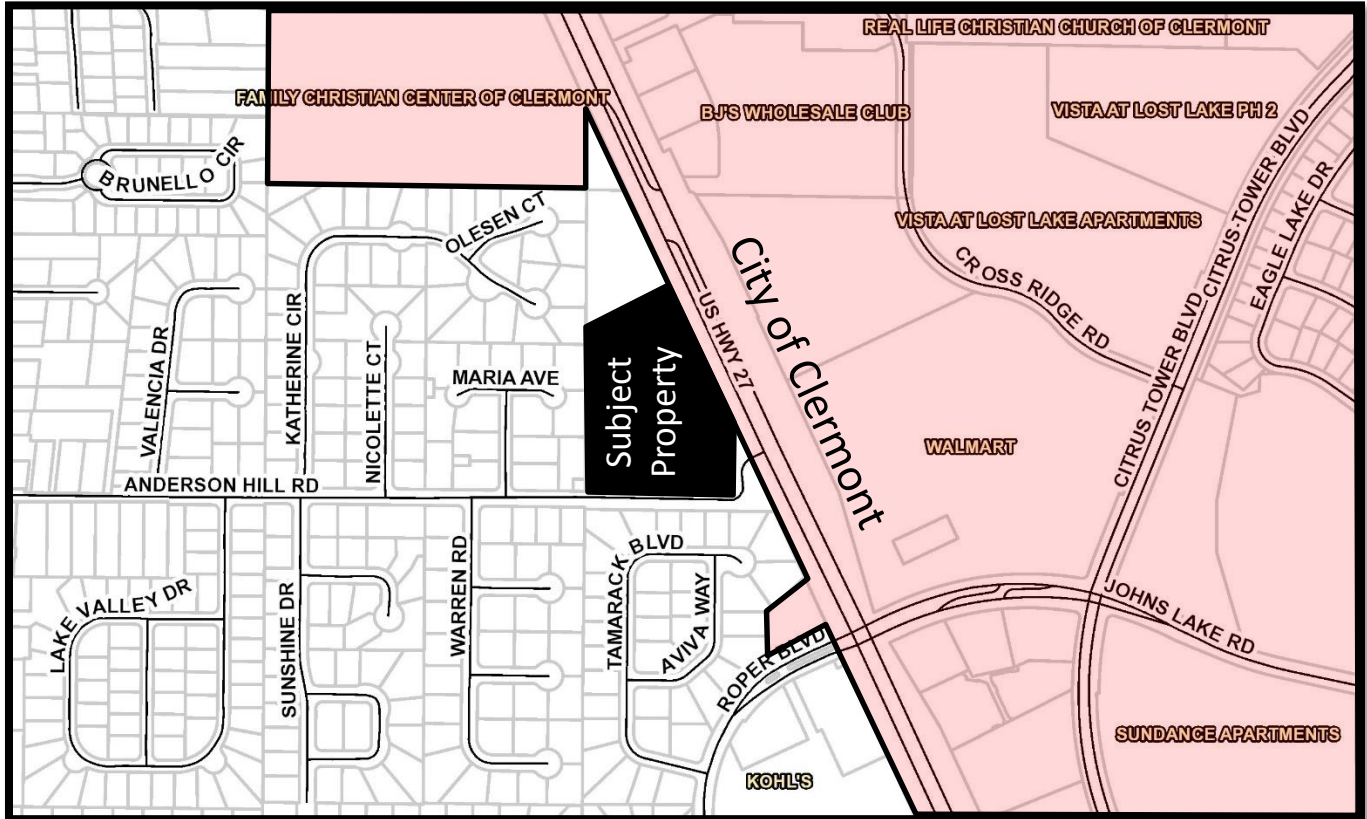


Exhibit - Annexation Map – Anderson Hill Retail



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Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Downtown Mixed Use and approval of the rezoning to CBD Central Business District.

Mark Graff, 1944 Brantley Circle, stated that he is looking to be the first project to make use of the Density Bonus Criteria.

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

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

6. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Lake County Urban Low Density to City of Clermont Commercial

APPLICANT: Anderson Hill Commercial/AVID Group

7. REQUEST FOR REZONING

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

APPLICANT: Anderson Hill Commercial/AVID Group

8. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow for a structure more than 20,000 square feet in the C-2 General Commercial zoning district.

APPLICANT: Anderson Hill Commercial/AVID Group

Senior Planner Kruse presented the staff report as follows:

The applicant, Avid Group, is requesting a small-scale comprehensive plan amendment for the subject property. This request is being heard concurrently with requests for annexation, rezoning and a conditional use permit. The applicant wishes to develop the property and have City services available.

The small-scale comprehensive plan amendment would change the future land use from Lake County's Urban Low to the City's Commercial designation. The property's physical characteristics and its U.S. Highway 27 frontage support the Commercial designation. The property is adjacent to a major arterial roadway and has existing commercial uses to the north and across U.S. Highway 27 to the east.

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Upon annexation, the zoning would default to Urban Estate. The applicant is requesting a change to C-2 General Commercial in order to develop the 9.5-acre property as a multi-tenant retail/commercial shopping center. Under Section 122-223 of the land development code, retail businesses and shopping centers are a permitted use in the C-2 General Commercial district.

Staff believes commercial uses at this location are compatible with the uses in the area. The single-family residential to the west is approximately 15 feet higher than the proposed development and will be buffered by the landscaping on top of the retaining walls. The stormwater pond will also be located in the western portion of the site. The property along U.S. Highway 27 is currently zoned Planned Commercial in Lake County, and the City's C-2 General Commercial is very similar to this use.

The applicant also has applied for a conditional use permit, since one of the buildings will occupy more than 20,000 square feet of floor space. The overall development will have up to 58,000 square feet of C-2 General Commercial use, of which approximately 3,500 square feet will be for outdoor patio use. Section 122-223 (b) of the land development code requires a conditional use permit for any building structure that occupies more than 20,000 square feet. The applicant is proposing one building with 20,400 square feet. The other proposed buildings will be under the 20,000-square-foot threshold.

The site will be developed to meet the City's architectural standards and will be in substantial accordance with the preliminary site plan prepared by Avid Group, revision date January 27, 2017.

Staff has reviewed the application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the request for a building with more than 20,000 square feet in the C-2 zoning district with the conditions contained in Resolution 2017-04. Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Lake County Urban Low to Commercial and approval of the rezoning to C-2 General Commercial.

Peter Pensa, Avid Group, stated that the idea is to create a pedestrian-oriented location for various shops and services. He stated they anticipate five restaurants on the parcel including a drive-thru.

Carol Colvin, 12815 Katherine Circle, stated that she lives directly behind this project. She stated that she is concerned that the property is being rezoned from Urban Low to Commercial. She stated that there would be noise issues. She stated that there is no way to prevent people from gaining access to their neighborhood from the shopping center. She stated that the access from Anderson Hill Road would greatly impact their neighbor. She stated that there is already plenty of vacant retail space in Clermont. She stated that she disagrees with the annexation and rezoning request.

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Rose Farrell, 13215 Maria Ave., stated that she is opposed to the C-2 General Commercial zoning. She is concerned with the increased traffic.

Jennifer Cotch, 12522 Valencia Dr., stated that her main concern is the traffic. She stated she is asking that the access to Anderson Hill Road be removed from the development. She stated that she would like to see the landscape buffer expanded. She stated that she wants the lighting and hours of operation for the commercial site regulated, and she does not want the drive-thru approved.

Hector Serrano, 13106 Tamarack Blvd., stated that he is the president of the HOA. He stated that they already have issues with lighting, noise and people crossing through their yards.

Commissioner Whitehead asked about the lighting.

Mr. Kruse stated there is standard language in the code that restricts lighting to the site only. He stated that when developers come in for site review, they are required to submit a photometric plan.

Commissioner Martin asked about the height of the light pole.

Mr. Kruse stated he believes the height limit is 12 to 15 feet.

Commissioner Whitehead stated that she is concerned about the landscape buffer and people having access to the residents' properties.

Mr. Kruse stated that at this time the developer meets code.

Mr. Mantzaris stated that the Commission could request a condition for additional buffering.

Commissioner Smith asked if commercial would be allowed if the property stayed in the County.

Mr. Kruse stated that the parcels are Lake County Urban Low, which is the same as Kohl's zoning.

Commissioner Smith stated that he suggests closing the access to and from Anderson Hill Road.

Mr. Kruse stated that the access would be determined by Lake County.

Mr. Pensa stated that FDOT would not allow two entrances from U.S. Highway 27 because it does not meet the spacing requirements. He stated that they would be providing sidewalks along Anderson Hill Road in front of the development out to U.S. Highway 27.

Commissioner Martin asked about the retaining walls.

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Mr. Pensa stated that the retaining wall will be a six-foot wall along Anderson Hill Road and would be about three feet tall closer to U.S. Highway 27. He stated that on the rear and western side of the property there will be a double retaining wall.

Commissioner Hubbard asked about acquiring access from Gerber Collision since they already have an entrance on U.S. Highway 27.

Mr. Pensa stated that if each building was developed independently, then FDOT would have to allow access if you could not obtain access from your neighbor.

Chairman Jones stated that his concerns is the loading zone for Commercial F.

Mr. Pensa stated that the loading zone is next to Commercial E. He stated that the idea is that the user for Commercial F will not receive deliveries.

Carole Campbell, 13112 Tamarack Blvd., stated that she lives directly across the road from the proposed development. She stated that she can hear the noises from Walmart and Harley Davidson.

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

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

Commissioner Hubbard moved to recommend approval of the conditional use permit with the elimination of the access to Anderson Hill Road; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

9. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

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

APPLICANT: Tommy's of Clermont/Matt Borisch

10. REQUEST FOR REZONING

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

APPLICANT: Tommy's of Clermont/Matt Borisch



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: Dec 21, 2016

FEE: \$500.00

Project Name (if applicable): Anderson Hill Commercial

Applicant: AVID Group

Contact Person: Peter Pensa, AICP

Address: 2300 Curlew Road, Suite 201

City: Palm Harbor State: FL Zip: 34683

Phone: 727-789-9500 x181 Fax: n/a

E-Mail: peter.pensa@avidgroup.com

OWNER: Anderson Hill DLSU, LLC

Address: 625 State Road 100

City: Palatka State: FL Zip: 32177

Phone: 386 329-4000 Fax: _____

E-Mail: qrobertscpi@yahoo.com

General Location: NWC of US Highway 27 & Anderson Hill Road
(no address - Parcel# 09-22-26140002700000; 13301 Anderson Hill Rd - Parcel#
09-22-26140002700001; & 12629 US Highway 27 - Parcel# 09-22-26140002200001)

Legal Description (include copy of survey): See attached legal description

Property size (in acres or square feet): 9.58 +/-

Flood hazard area (yes) ☐ and approx. acreage _____ (no) ☒

Existing (Actual) Land Use: _____

Existing Zoning: CP & CFD (County)

Existing Future Land Use: Urban Low Density (County)

Proposed Future Land Use: Commercial (City)

Type of development proposed: Commercial



Proposed density (dwelling units/acre) or intensity: _____

Proposed Zoning District: C-2 (General Commercial District)

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

See attached project description and justification statement.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

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

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

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Peter R. Pensa, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, 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.
2. That he (she) desires a Future Land Use Amendment from Urban Low Density (Lake County) to Commercial (City of Clermont) for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Peter R. Pensa

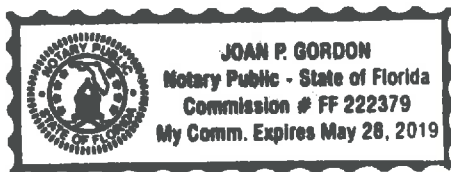
Affiant - Applicant Name (print)
Director of Planning
AVID Group

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by Peter R. Pensa

or personally known by me this 23rd day of December, 2016.



X

Notary Public, State of Florida at Large

My Commission Expires: May 28, 2019



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Quintus I. Roberts, Sr., who being

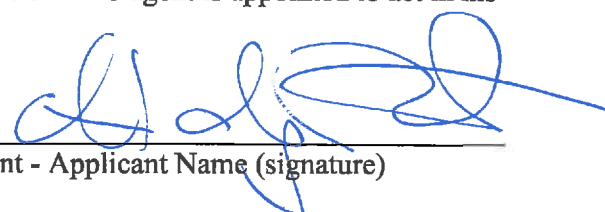
by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Urban Low Density (Lake County) to Commercial (City of Clermont) for the property legally described on the attachment of this application.
3. That the owner of said property has appointed AVID Group to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the **APPLICANT'S AFFIDAVIT** of this application if no agent is appointed to act in his (her) stead.

Quintus I. Roberts, Sr.

Affiant - Applicant Name (print)

X

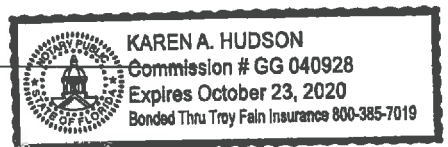

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by Quintus I. Roberts, Sr.

or personally known by me this 22nd day of December, 2016.

X Karen A. Hudson
Notary Public, State of Florida at Large

My Commission Expires:



To Whom It May Concern:

This letter does hereby authorize AVID Group to act as our agent for and with all regulatory agencies, departments, and their personnel for the City of Clermont, Lake County, Florida Department of Economic Opportunity, Florida Department of Transportation, St. Johns River Water Management District, Florida Department of Environmental Protection, US Army Corps of Engineers, and any other utility providers or regulatory agencies in an effort to receive all approvals necessary for developing the proposed project on an approximately 9.48 acres, m.o.l. tract that is generally located on the west side of U.S. Highway 27, north of Anderson Hill Road in the City of Clermont (annexation proposed), Lake County, Florida.

Parcel ID Number:	Site Acreage	Street Address (if assigned):
09-22-26140002700000	3.24, acres m.o.l.	No Address, US Highway 27 Clermont, FL 34711
09-22-26140002700001	4.69, acres m.o.l.	13301 Anderson Hill Rd Clermont, FL 34711
09-22-26140002200001	1.55, acres m.o.l.	12629 US Highway 27 Clermont, FL 34711

Property Owner:

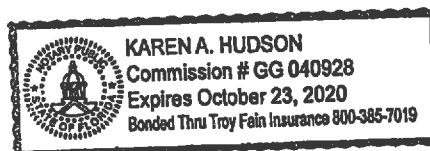
Name: Quintus I. Roberts, Sr.
Title: Managing Member
Anderson Hill DLSU, LLC
625 State Road 100
Palatka, FL 32177

STATE OF Florida COUNTY OF Putnam On
this the 22nd day of December 20 16 before me, the undersigned Notary Public of
the State of Florida, personally appeared Quintus I Roberts and whose
name(s) is/are subscribed to the within instrument, and acknowledge that he/she/they executed
it. The individual(s) are X personally known to me, or presented the following
identification:

WITNESS MY HAND AND SEAL:

**NOTARY SEAL &
COMMISSION EXPIRATION:**

Karen A. Hudson
NOTARY SIGNATURE



**Narrative & Justification Statement
Annexation/Small-Scale Comp Plan/Rezoning/
Conditional Use Permit Applications**

**Anderson Hill Commercial
NWC of US Highway 27 & Anderson Hill Road, Clermont, FL**

Project Description:

Subject property is comprised of three parcels totaling 9.58 acres of land located at the northwest corner of US Highway 27 and Anderson Hill Road in unincorporated Lake County. The properties are owned by Anderson Hill DLSU, LLC, who will combine the properties for (re)development as a multi-tenant retail/commercial shopping center.

The two parcels fronting US Highway 27 are currently zoned CP (Commercial Parkway) and the rear parcel is zoned CFD (Community Facility District) in unincorporated Lake County. All three parcels have a future land use map designation of Urban Low Density. The property owner/developer seeks annexation of the three parcels into the City of Clermont with C-2 (General Commercial District) zoning and Commercial future land use map designation. The northern parcel is currently developed with a 9,472 sq.ft., two-story commercial building that was previously occupied by West Star fitness center. The existing building and some of the associated site improvements (parking and retention pond) will be retained as part of the redevelopment.

The conditional use site plan is attached, which shows the overall layout as anticipated but the building footprints may change somewhat depending on the needs of specific tenants. Permitted uses within the development shall be those that are permitted within the City's C-2 (General Commercial District) zoning district.

Small-Scale Comprehensive Plan Amendment and Rezoning Evaluation Criteria:

Pursuant to Land Development Code (LDC) Section 82-226, the Planning Commission and City Council shall consider the following criteria. In furtherance of this requirement, the applicants' professional land planning and engineering consultant has made the following findings in support of the project:

Review Criteria

- 1. Consistency with the comprehensive plan, or, in the case of a plan amendment, consistency with the remainder of the plan and its goals, objective and policies.**

Applicant's finding: The properties can be (re)developed consistent with the goals, objectives and policies of the City's comprehensive plan. The conditional use permit site plan has been submitted for concurrent review and approval to demonstrate the developer's intent and ability to do so.

Subject property is being annexed into the City of Clermont and therefore needs to have a City future land use map designation and zoning district assigned. The proposed C-2 (General Commercial District) zoning and Commercial future land use map designation are appropriate given the physical characteristics and location of the property and the development pattern of the surrounding area. One of the subject parcels is already commercially developed, as is the majority of this segment of the US Highway 27 corridor (from State Road 50 to the north to Hammock Ridge Road/Citrus Tower Boulevard to the south). For example, the property across US Highway 27 is located in the City and is developed as a WalMart Super Center. And, the adjacent property to the north is located in the County and developed as an automobile repair shop.

2. Consistency with applicable sections of this land development code.

Applicant's finding: The properties can be (re)developed consistent with the applicable sections of the City's land development code. The conditional use permit site plan has been submitted for concurrent review and approval to demonstrate the developer's intent and ability to do so.

3. Additionally, as to rezoning amendments:

- a. Whether justified by changed or changing conditions.
- b. Whether adequate sites already exist for the proposed district uses.
- c. Whether specific requirements of this land development code are adequate to ensure compatibility with adjoining properties as required by the comprehensive plan.

Applicant's finding:

- a. The changing condition that triggered the need for this land use amendment and rezoning is the pending annexation of these properties in order to (re)develop and connect to the City's central sewer system. Thus, rezoning within the City of Clermont is both necessary and justified.
- b. Two of the three parcels are already zoned for commercial uses within Lake County. The third parcel is currently church owned and thus has master plan zoning in the County that allows for institutional uses. Consolidation of all three parcels for the proposed commercial development project makes sense because it provides adequate site area and depth to address changes in topography and it overcomes the irregular shapes and depths of the existing commercial parcels.
- c. The project can be developed consistent with the City's land development code requirements, which by design are intended to provide use-based compatibility measures such as minimum building setbacks and landscape buffering between different uses.

Conditional Use Permit Evaluation Criteria:

Pursuant to Land Development Code (LDC) Section 86.144.(c), the Planning Commission and City Council may grant by resolution a conditional use permit that meets the following four general criteria and seven specific development standards. In furtherance of this requirement, the applicants' professional land planning and engineering consultant has made the following findings in support of the project:

General Criteria

- 1. The granting of the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city;**

Applicant's finding: The development will not adversely affect the City's comprehensive plan. The conditional use permit is requested for the purpose of annexing and (re)developing the property within the City of Clermont on central water and sewer service. Two of the three parcels are already zoned for commercial uses in Lake County.

- 2. Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity;**

Applicant's finding: The proposed commercial development will comprise of uses typically found in a shopping center such as retail businesses, personal service establishments, fitness centers, restaurants, and offices. The range of permitted uses shall be as allowed within the City's C-2 General Commercial District (LDC Sec. 122-223).

- 3. The proposed use will comply with the regulations and conditions specified in the codes for such use; and**

Applicant's finding: The development will comply with the regulations and conditions specified for said uses within the City's C-2 General Commercial District (LDC Sec. 122-223).

- 4. The proposed use may be considered desirable at the particular location.**

Applicant's finding: The proposed commercial uses are considered desirable at this location. There is a need for more shopping center tenant space in the area, as demonstrated by retailer interest in the project.

Specific Development Standards

1. ***Density or intensity, character and type of development.*** The density or intensity, character and type of development shall be in conformance with the city's comprehensive plan, future land use map, future land use district designation and zoning district classification.

Applicant's finding: The proposed commercial development is consistent with the character and type of development that is allowed within the requested City land use and zoning classifications of Commercial and C-2 General Commercial District, respectively, which allow a maximum density of 12 du/ac (none proposed) and a maximum intensity of 0.25 FAR and 0.80 ISR. There are no residential units proposed and the conditional use permit site plan shows the project's proposed intensity of 53,972 sq.ft. (0.13 FAR).

2. ***Compatibility of development.*** The compatibility of the development with terrain and surrounding development as to type and size of unit and height shall be considered. The development shall be so located and designed to avoid undue noise, odor, traffic or other nuisances and dangers to abutting property owners.

Applicant's finding: The development is compatible with the terrain and surrounding development pattern. Consolidation of the three parcels for redevelopment allows the property to be graded and developed consistent with the City's grading standards. In addition to traditional compatibility measures such as minimum building setback and landscape buffer requirements, the design further enhances compatibility because of the site needing to be terraced and lowered (relative to the residential lots to the west), which in turn further increases the building setbacks and buffering, further reduces light and noise associated with traffic circulation since vehicles will be below the abutting residential grade level, and ensures that stormwater runoff is directed away from the neighborhood.

3. ***Transportation.*** The city transportation system or streets must be of sufficient width and capacity to serve the demands created by the development. Dedication of rights-of-way, frontage or reverse frontage roads and other necessary improvements shall be considered and addressed.

Applicant's finding: The right-of-way width and streets are adequate to serve the project. There was previously a 40' right-of-way dedication along Anderson Hill Road. The developer is proposing to construct left and right turn lane access improvements on US Highway 27 as shown on the site plan to serve the demands of the development.

4. ***Utilities.*** Sanitary sewer, potable water, reuse water, fire hydrants and other utilities must be available and have capacity to serve the development. For commercial or industrial development, the quality of the wastewater must be in conformance with section 66-76 et seq.

Applicant's finding: Utilities are available to serve the development. Potable water is adjacent to the site and provided by Utilities Inc. The developer will install water and fire service connections as needed to serve the development. The developer will be installing an on-site lift station and an off-site sewer main extension in order to connect to the City of Clermont's existing sanitary sewer system. Wastewater discharge shall comply with the requirements of Code Section 66-76.

5. ***Stormwater management.*** The capability, capacity and location of the city storm sewer system for serving the development must be considered, as well as adequacy of project design to provide retention and positive outfall of stormwater.

Applicant's finding: The development does not outfall into a City-maintained system. It drains into the FDOT right-of-way. The project's design will abide by all of the stormwater release rate and volume criteria of FDOT, SJRWMD, and the City.

Due to the fact that the existing site contains significant depressional storage, the existing site does not release much of its stormwater runoff. The design of the proposed development will have to mimic the same low-discharge scenario. Very little runoff from the developed site is expected to leave the site. Almost all of the project's runoff will be retained and percolated.

The rates and volumes of water to be discharged from the property were anticipated in the design of FDOT's US 27 drainage system. The project is not anticipated to overburden any downstream drainage systems.

The project will include an outfall structure to allow its permitted discharges, as well as allowing runoff from storms greater than the design storm to exit the site without creating adverse on-site flooding conditions.

6. ***Site planning.*** The development shall be planned and designed to consider:
- a. Effectiveness of plotting or building layout (street patterns, required yards, etc.).
 - b. Orientation of units (setback, open space).
 - c. Avoidance of environmentally sensitive areas (floodplain, steep slopes, unstable soil, drainage or wetland areas).
 - d. Consideration of visual resources (view and aesthetics).
 - e. Landscaping, buffering and screening (for privacy and to screen parking or undesirable features).
 - f. Provision of open space areas or private recreation areas.
 - g. Off-street parking and loading areas, where required, with particular attention to noise, glare or odor as they may affect adjoining properties. Adequate off-street parking shall be provided in conformance with city codes. Residential construction must be provided with required off-street parking in all districts.

- h. Ingress and egress to property and proposed structures thereon, with particular reference to automobile and pedestrian safety, traffic flow and control and access in case of fire. Access to refuse collection areas shall be provided.

Applicant's finding: All of these items have been taken into consideration in the planning and design of the development. The buildings, drive-thru facilities, and outdoor patio areas are located toward the front of the site in order to orient activity toward the street and away from the neighborhood. The stormwater pond/open space and parking are primarily oriented toward the rear of the site for increased separation from the neighborhood. Site access is limited to one driveway per street to minimize impacts on traffic flow and there are multiple routes for safe and convenient vehicular circulation within the development. Sidewalks are provided for pedestrian safety and interconnectivity between all uses/buildings within the development and from the two abutting streets.

7. ***Solid waste disposal.*** For commercial and industrial development, the capacity to dispose of solid waste, with particular reference to any hazardous wastes generated.

Applicant's finding: There is adequate capacity to dispose of solid waste from the development. Hazardous waste generation is not anticipated since the development is a shopping center with typical uses such as retail businesses, personal service establishments, fitness centers, restaurants, offices, and bank/ATM facilities.

Prepared by:
AVID Group



Peter Pensa, AICP
Director of Planning



CIVIL ENGINEERING
LAND PLANNING
TRAFFIC/TRANSPORTATION
SURVEYING
GIS
2300 CURLEW ROAD STE 201
PALM HARBOR, FLORIDA
34683
PHONE (727) 789-9500
FAX (727) 784-6662
AVIDGROUP.COM

LOCATION MAP
ANDERSON HILL RETAIL
CLERMONT, FLORIDA
1"=500'

Anderson Hill Retail

Overall Legal Description:

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, Public Records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest Corner of Tract 22 as shown on the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22, N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to a point on the west right-of-way line of US Highway 27; thence along said west right-of-way line, S24°35'30"E, a distance of 269.86 feet to a point on the south line of Tract 22; thence continue along said west right-of-way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the north right-of-way line of Anderson Hill Road; thence N89°03'43"W along the said north right-of-way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the west line of Tract 27 as shown on said the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East; thence along said west line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres more or less.

THIS INSTRUMENT PREPARED BY AND RETURN TO:
RETURN Quintus Irving Roberts
625 State Road 100
Palatka, Florida, 32177

Property Appraisers Parcel Identification (Folio) Number: 092226-1400-027-00000

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 19th day of October, 2012 by Quintus Irving Roberts as Trustee of The V.S. Roberts Family Trust - QIR, a Simple Trust, whose post office address is 625 State Road 100, Palatka, Florida 32177 herein called the grantor, to Anderson Hill DLSU, LLC., a Florida Limited Liability Company whose post office address is 625 State Road 100, Palatka, Florida 32177, hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in LAKE County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.

Subject to easements, restrictions and reservations of record and taxes for the year 2012 and
thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise
appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;
that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said
land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above
written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature
TRAVIS S. THOMAS

Witness #1 Printed Name

Witness #2 Signature
JOYCE C. NORRIS

Witness #2 Printed Name

Witness #2 Printed Name

V.S. Roberts Family Trust-QIR, a Simple
Trust

Quintus Irving Roberts, Trustee

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 19th day of October, 2012 by Quintus Irving Roberts as
Trustee of The V.S. Roberts Family Trust - QIR a Simple Trust who is personally known to me or has produced
driver's license as identification



Notary Public
TRAVIS S. THOMAS

Printed Notary Name

My Commission Expires:

Exhibit "A"

TRACT 27, AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS THE FOLLOWING:

BEGIN AT THE SOUTHWEST CORNER OF TRACT 27 AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: THENCE NORTH $00^{\circ}31'46''$ EAST ALONG THE WEST LINE OF SAID TRACT 27, A DISTANCE OF 638.50 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH $88^{\circ}53'09''$ EAST ALONG THE NORTH LINE OF SAID TRACT 27, A DISTANCE OF 341.41 FEET; THENCE SOUTH $00^{\circ}31'46''$ WEST 637.45 FEET TO THE SOUTH LINE OF SAID TRACT 27; THENCE NORTH $89^{\circ}03'43''$ WEST ALONG THE SAID SOUTH LINE OF SAID TRACT 27, A DISTANCE OF 341.40 FEET TO THE POINT OF BEGINNING.

LESS ROAD RIGHT OF WAYS.

AKERMAN SENTERFITT
PO BOX 231
ORLANDO FL 32802



PREPARED BY AND RETURN TO:
SCOTT M. PRICE, ESQUIRE
AKERMAN LLP
420 South Orange Avenue
Suite 1200
Orlando, Florida 32801

INSTRUMENT #2016114504
OR BK 4858 PG 593 - 594 (2 PGS)
DATE: 11/3/2016 9:50:50 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$18.50 DEED DOC \$8750.00

SPECIAL WARRANTY DEED

THIS WARRANTY DEED made this 21st day of October, 2016, between CLERMONT SYNERGY, LLC, a Florida limited liability company, whose post office address is 2345 West Sand Lake Road, Suite 100, Orlando, Florida 32809, hereinafter called the Grantor, to ANDERSON HILL DLSU, LLC, a Florida limited liability company, whose post office address is 625 State Road 100, Palatka, Florida 32177, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in LAKE County, Florida, viz:

A portion of that part of Tract 22, lying West of U.S. Highway No. 27 in "LAKE HIGHLANDS COMPANY", a Plat of record in Plat Book 3, Page 24, Public Records of Lake County, Florida, located in Section 32, Township 22 South, Range 26 East, Tallahassee Meridian, Lake County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Tract 22; thence along the West line thereof, North 00 degrees 12 minutes 07 seconds West, 61.46 feet; thence leaving said line, North 62 degrees 51 minutes 01 second East, 393.08 feet to the West right of way line of said U.S. Highway 27; thence along said line, South 25 degrees 21 minutes 30 seconds East, 270.00 feet to the South line of said Tract 22; thence along said line, North 89 degrees 36 minutes 41 seconds West, 465.20 feet to the Point of Beginning.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that said land is free of all encumbrances except for *ad valorem* taxes for 2016 and all subsequent years, and matters appearing of record in the Public Records of Lake County, Florida; provided, however, that this reference shall not serve to re-impose same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

CLERMONT SYNERGY, LLC,
a Florida limited liability company

By: Twistee, LLC,
a Florida limited liability company,
as managing member

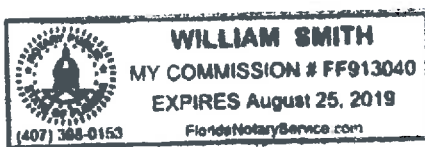
By: ALAN C. CHARRON
MANAGER

William Smith
Print Name: William Smith
Mike Charron
Print Name: MIKE CHARRON

STATE OF FLORIDA)
COUNTY OF Orange) ss:

The foregoing instrument was acknowledged before me this 26th day of October, 2016, by Alan C. Charron, as Manager of Twistee, LLC, a Florida limited liability company, as managing member of Clermont Synergy, LLC, a Florida limited liability company, on behalf of the company, who is:

- ☒ personally known to me; or
- ☐ produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- ☐ produced the following identification: _____



William Smith
NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

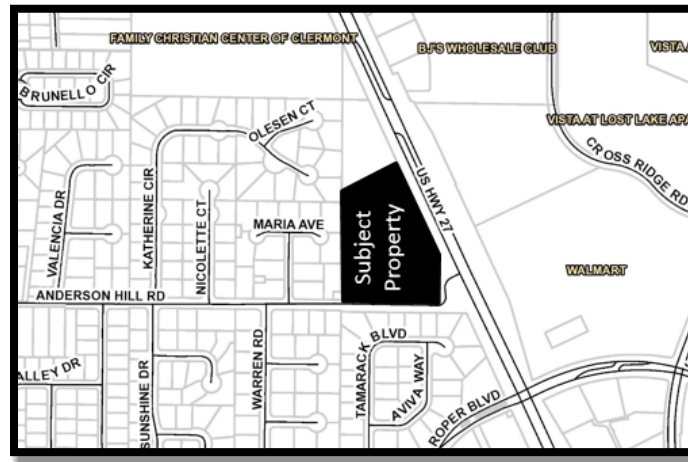
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2017-16

The City of Clermont will hold public hearings on Tuesday, February 7, 2017 at 6:30 p.m. before the Planning and Zoning Commission; and Tuesday, February 14, 2017 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, March 14, 2017 (final reading of the adoption ordinance) at 6:30 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 9.58 +/--acre parcel below from Lake County Urban Low Density to City of Clermont Commercial. Alternate Key 1453496, 3828239, and 2826541.



Location:

West and Northwest of the intersection of US Hwy 27 and Anderson Hill Rd
Ordinance #2017-16:

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

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 27 and February 28, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 14, 2017		
Agenda Item Name		
Ordinance No. 2017-17 <i>Anderson Hill Rezoning</i> <i>Table to April 11, 2017</i>		
Requested Action		
Recommend tabling of Ordinance 2017-17.		
Staff Report		
The applicant, Avid Group, is requesting a rezoning of the subject property. This request is being heard concurrently with requests for annexation, small-scale comprehensive plan amendment and a conditional use permit. Upon annexation, the zoning would default to Urban Estate. The applicant is requesting a change to C-2 General Commercial in order to develop the 9.5-acre property as a multi-tenant retail/commercial shopping center. Under Section 122-223 of the Land Development Code, retail businesses and shopping centers are a permitted use in the C-2 General Commercial district. The applicant also has applied for a Conditional Use Permit, since one of the buildings will occupy more than 20,000 square feet of floor space. The overall development will have up to 58,000 square feet of C-2 General Commercial use, of which approximately 3,500 square feet will be for outdoor patio use. Staff has reviewed the applicant's proposal and believes commercial uses at this location are compatible with the uses in the area. The single-family residential to the west is approximately 15 feet higher than the proposed development and will be buffered by the landscaping on top of the retaining walls. The stormwater pond will also be located in the western portion of the site. The property along U.S. Highway 27 is currently zoned Planned Commercial in Lake County, and the City's C-2 General Commercial is very similar to this use. Staff recommends approval of the rezoning to C-2 General Commercial. <i>At the February 7, 2017 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Tony Hubbard. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance REZ ORD 2017-17.doc		
2. Request to Table Request to Table to April 11 2017.pdf		

3.	Maps	Anderson Hill Retail Maps.pdf
4.	Minutes	February 2016 P&Z Minutes.pdf
5.	Application	REZ application.pdf
6.	Legal ad	REZ Anderson Hill legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2017-17

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

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

SECTION 1:

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

LEGAL DESCRIPTION

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, public records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest corner of Tract 22 as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22 N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to a point on the West Right-of-Way line of US Highway 27; thence along said West Right-of-Way line, S24°35'30"E, a distance of 269.86 feet to a point on the South line of Tract 22; thence continue along said West Right-of-Way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the North Right-of-Way line of Anderson Hill Road; thence N89°03'43"W along the said North Right-of-Way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the West line of Tract 27 as shown on said the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East; thence along said West line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres, more or less.

Alternate keys 1453496, 3828239, and 2826541

FROM Urban Estate
TO C-2 General Commercial

SECTION 2:

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

CITY OF CLERMONT
ORDINANCE No. 2017-17

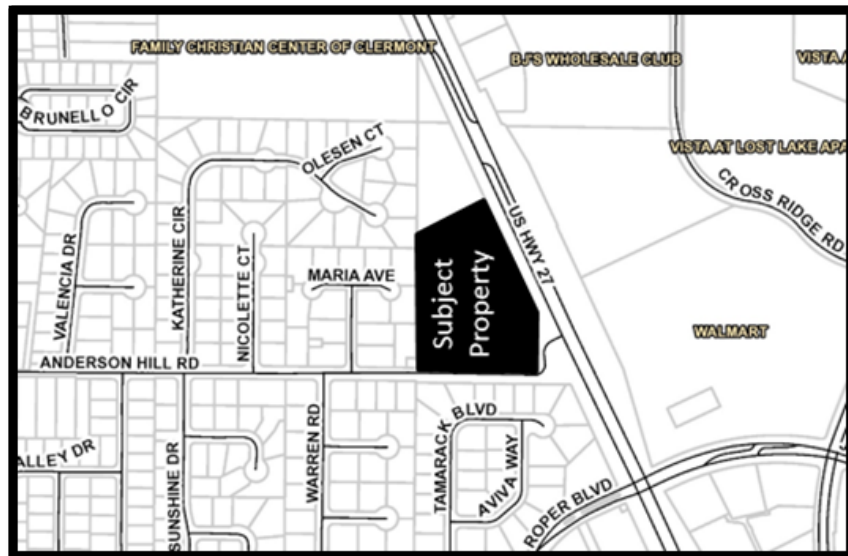
SECTION 3:

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

SECTION 4:

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-17

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 14th day of March, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Barbara Hollerand

Subject: FW: Date of continuance for Anderson Hill

From: lisa.jefferson@akerman.com [mailto:lisa.jefferson@akerman.com]
Sent: Thursday, March 02, 2017 11:18 AM
To: cecelia.bonifay@akerman.com; Barbara Hollerand <BHollerand@clermontfl.org>
Subject: RE: Date of continuance for Anderson Hill

The client has agreed to go to the April 11 meeting date.

Regards,

Lisa M. Jefferson

Legal Assistant to: Cecelia Bonifay and Carolyn Haslam
Akerman LLP | 420 South Orange Avenue | Suite 1200 | Orlando, FL 32801-4904
Dir: 407.237.8748 | Main: 407.423.4000 | Fax: 407.843.6610
lisa.jefferson@akerman.com



Akerman LLP | 650+ lawyers | 24 locations | akerman.com

CONFIDENTIALITY NOTE: The information contained in this transmission may be privileged and confidential, and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.

Exhibit - Location Map – Anderson Hill Retail

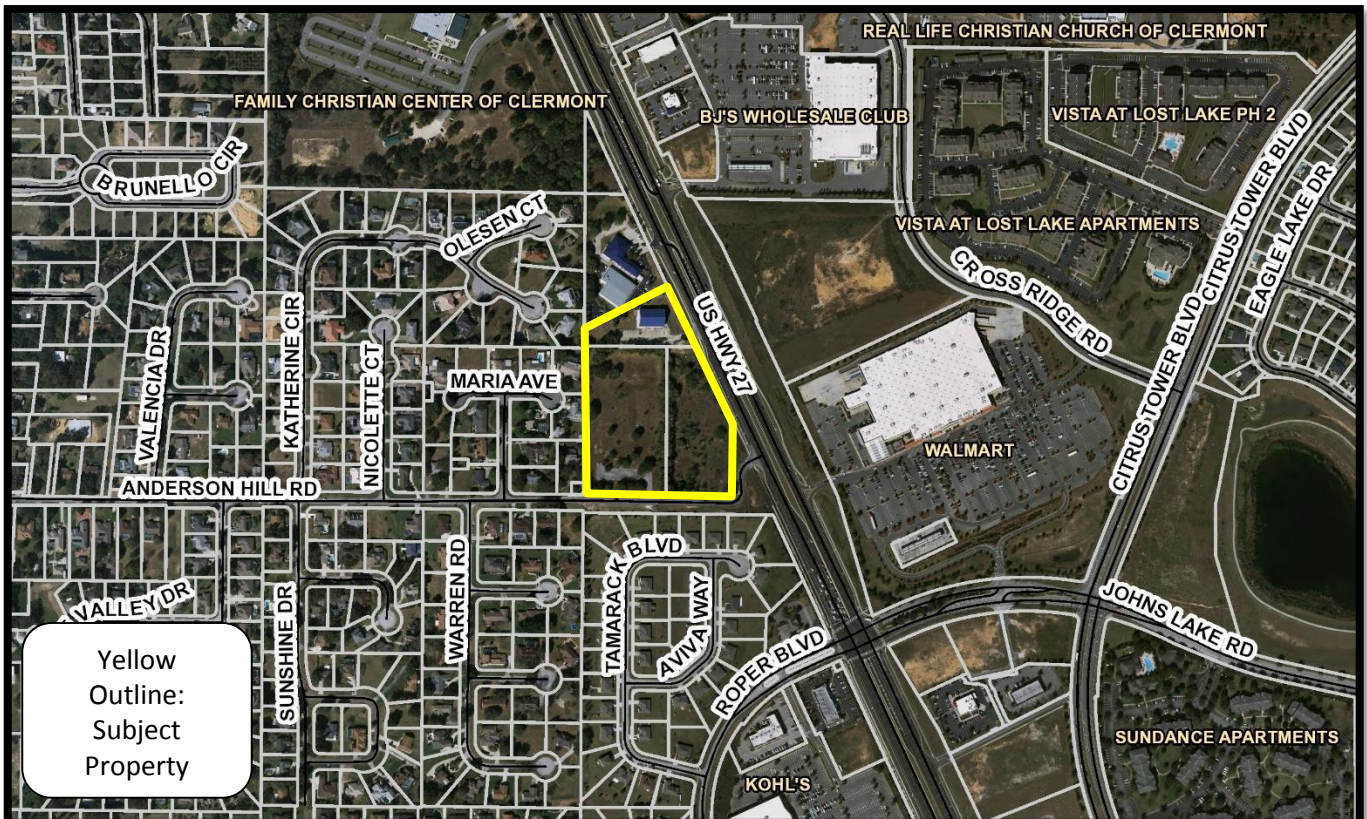
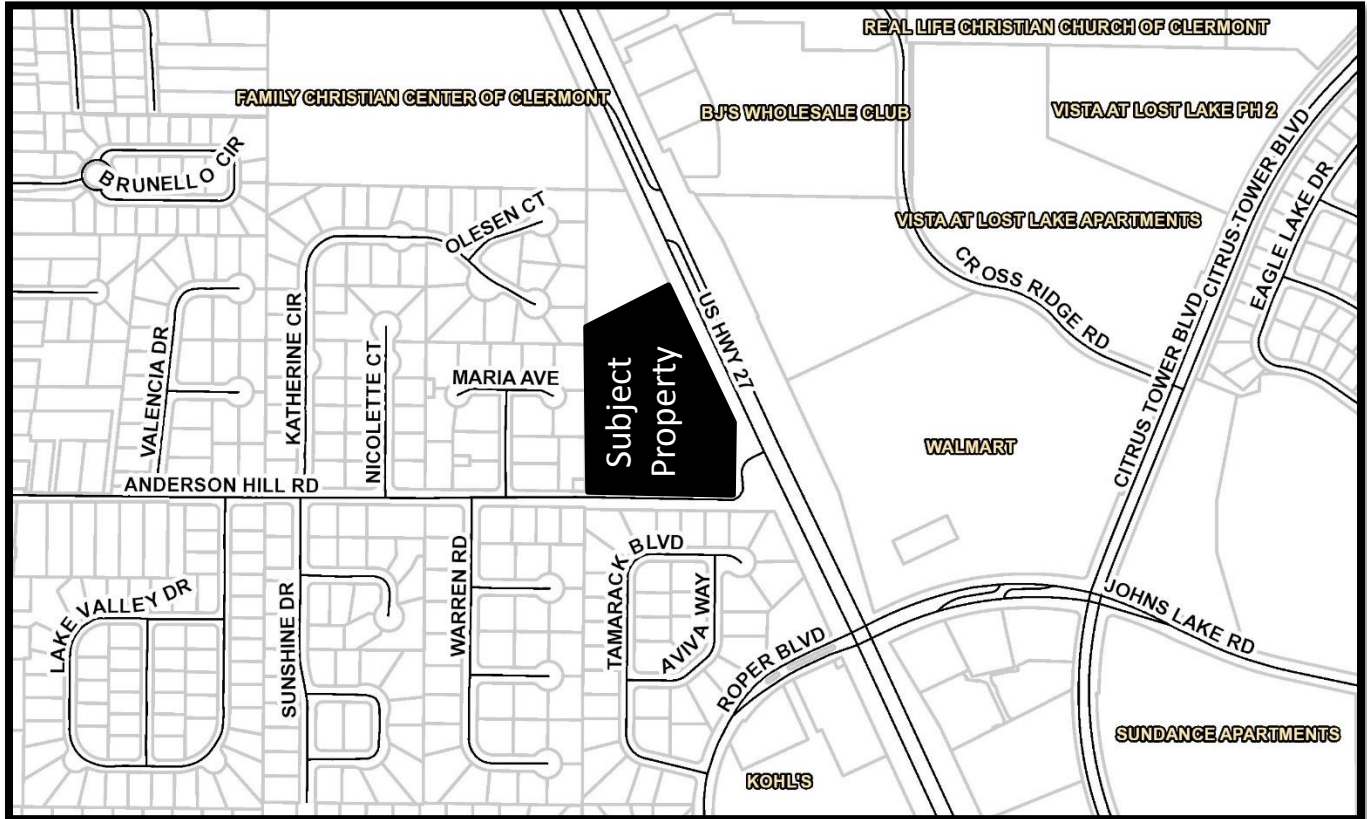


Exhibit – Future Land Use Map – Anderson Hill Retail

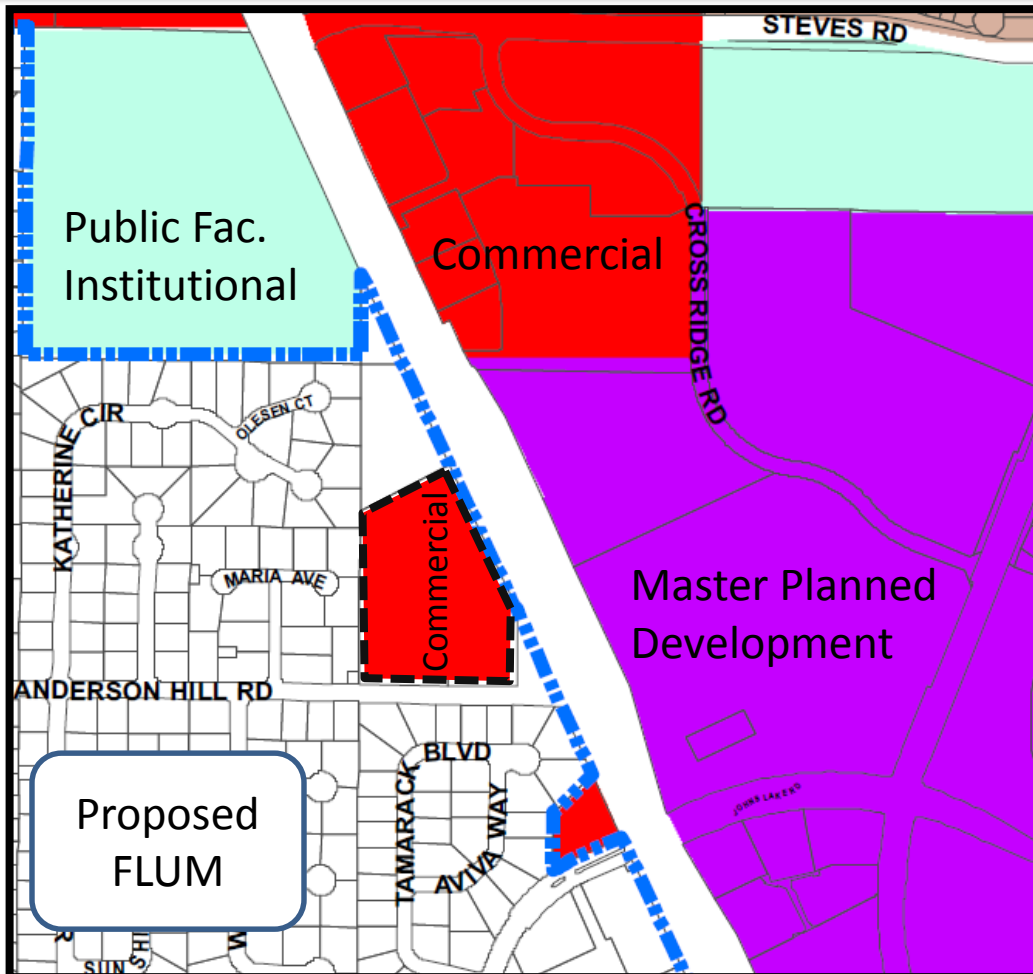


Exhibit – Zoning Map – Anderson Hill Retail

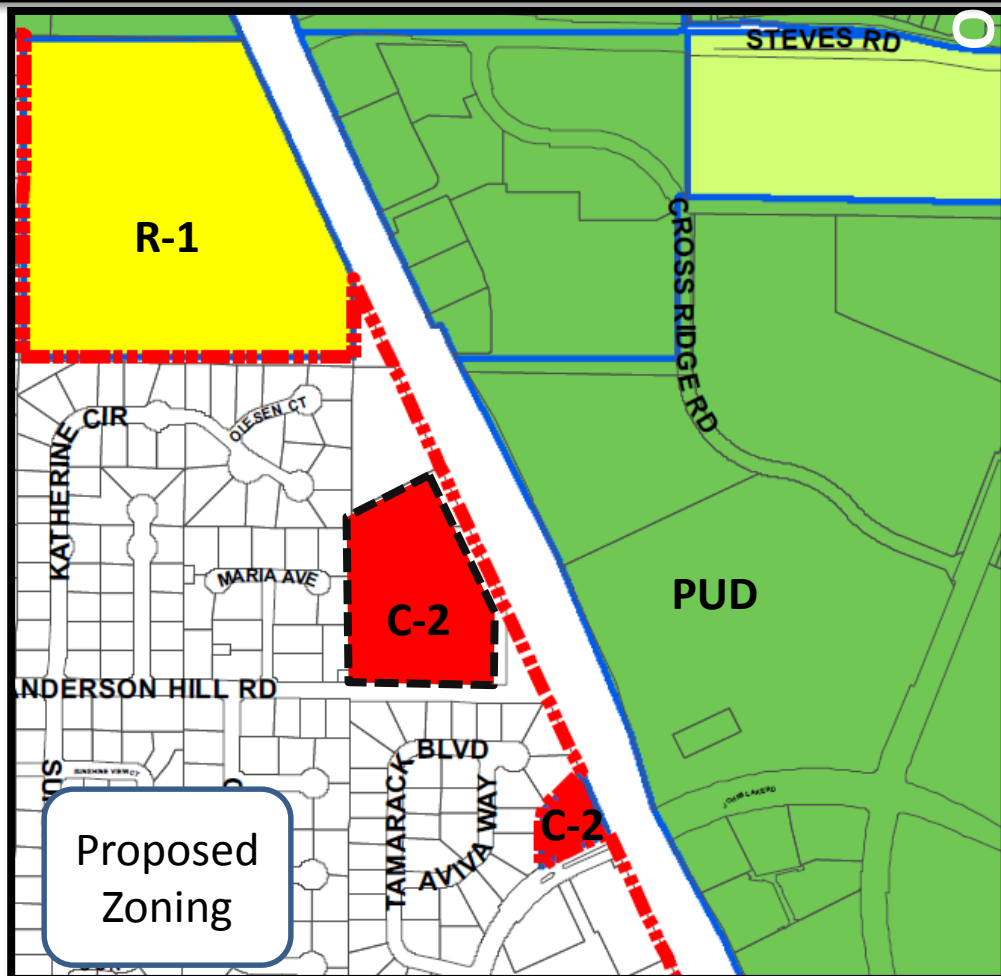
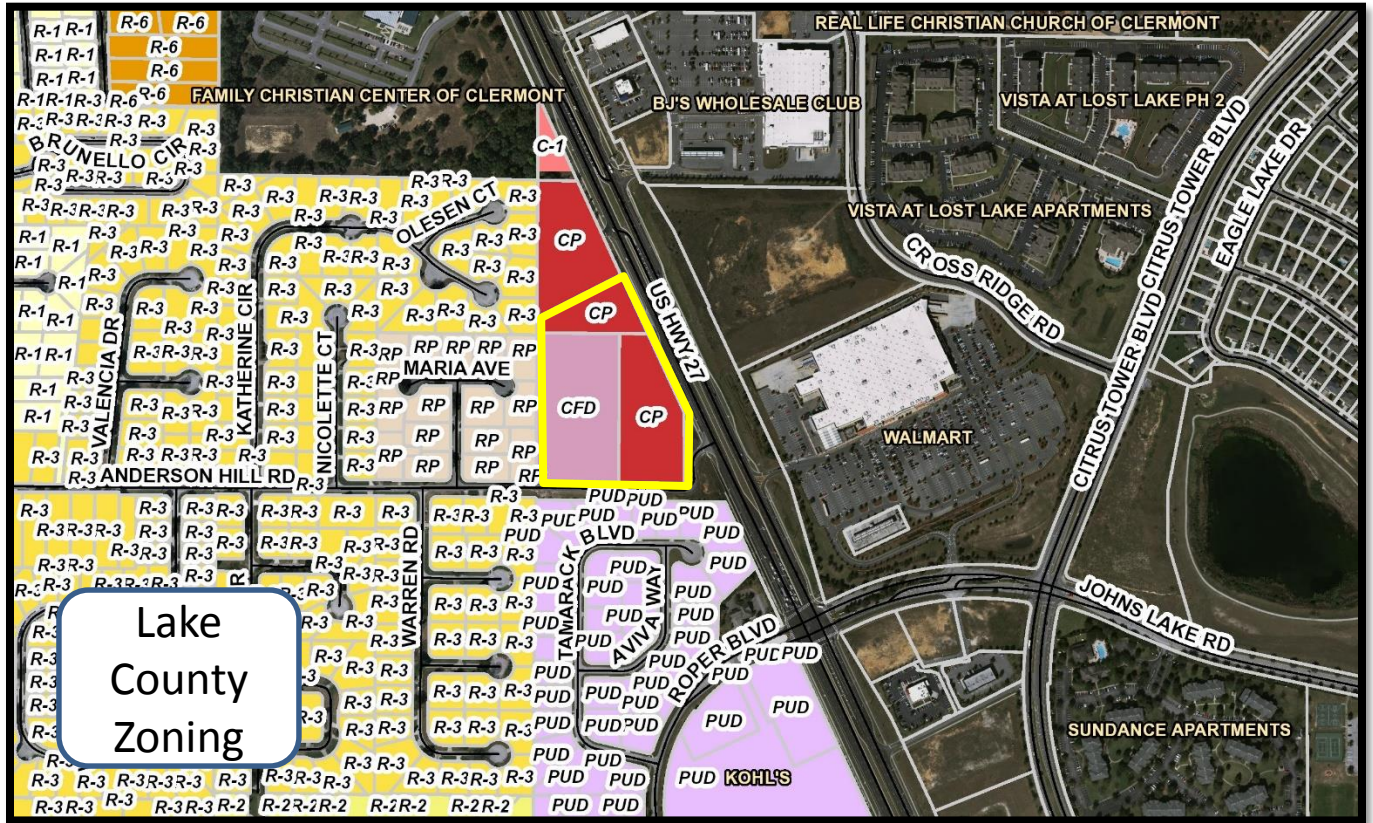
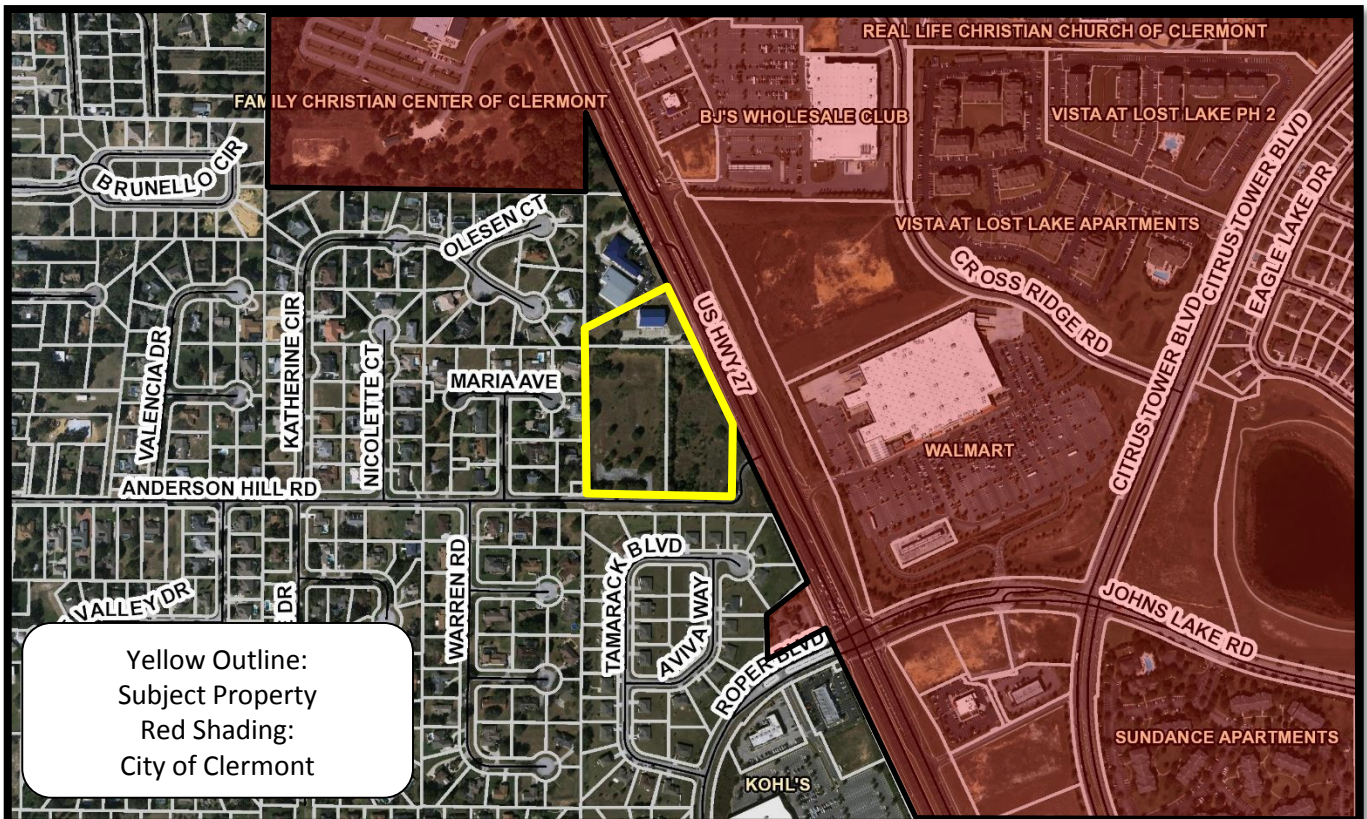
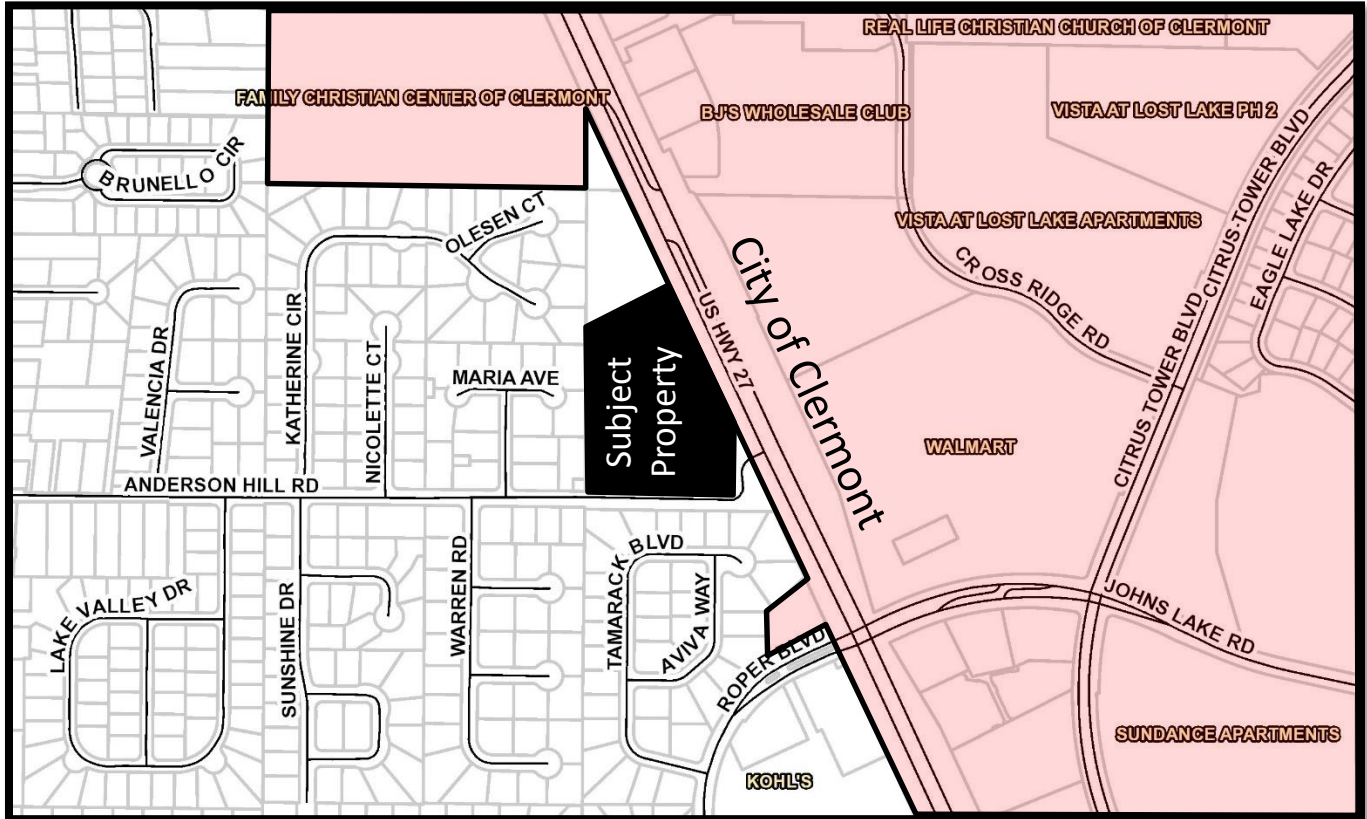


Exhibit - Annexation Map – Anderson Hill Retail



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 5

Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Downtown Mixed Use and approval of the rezoning to CBD Central Business District.

Mark Graff, 1944 Brantley Circle, stated that he is looking to be the first project to make use of the Density Bonus Criteria.

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

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

6. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Lake County Urban Low Density to City of Clermont Commercial

APPLICANT: Anderson Hill Commercial/AVID Group

7. REQUEST FOR REZONING

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

APPLICANT: Anderson Hill Commercial/AVID Group

8. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow for a structure more than 20,000 square feet in the C-2 General Commercial zoning district.

APPLICANT: Anderson Hill Commercial/AVID Group

Senior Planner Kruse presented the staff report as follows:

The applicant, Avid Group, is requesting a small-scale comprehensive plan amendment for the subject property. This request is being heard concurrently with requests for annexation, rezoning and a conditional use permit. The applicant wishes to develop the property and have City services available.

The small-scale comprehensive plan amendment would change the future land use from Lake County's Urban Low to the City's Commercial designation. The property's physical characteristics and its U.S. Highway 27 frontage support the Commercial designation. The property is adjacent to a major arterial roadway and has existing commercial uses to the north and across U.S. Highway 27 to the east.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 6

Upon annexation, the zoning would default to Urban Estate. The applicant is requesting a change to C-2 General Commercial in order to develop the 9.5-acre property as a multi-tenant retail/commercial shopping center. Under Section 122-223 of the land development code, retail businesses and shopping centers are a permitted use in the C-2 General Commercial district.

Staff believes commercial uses at this location are compatible with the uses in the area. The single-family residential to the west is approximately 15 feet higher than the proposed development and will be buffered by the landscaping on top of the retaining walls. The stormwater pond will also be located in the western portion of the site. The property along U.S. Highway 27 is currently zoned Planned Commercial in Lake County, and the City's C-2 General Commercial is very similar to this use.

The applicant also has applied for a conditional use permit, since one of the buildings will occupy more than 20,000 square feet of floor space. The overall development will have up to 58,000 square feet of C-2 General Commercial use, of which approximately 3,500 square feet will be for outdoor patio use. Section 122-223 (b) of the land development code requires a conditional use permit for any building structure that occupies more than 20,000 square feet. The applicant is proposing one building with 20,400 square feet. The other proposed buildings will be under the 20,000-square-foot threshold.

The site will be developed to meet the City's architectural standards and will be in substantial accordance with the preliminary site plan prepared by Avid Group, revision date January 27, 2017.

Staff has reviewed the application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the request for a building with more than 20,000 square feet in the C-2 zoning district with the conditions contained in Resolution 2017-04. Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Lake County Urban Low to Commercial and approval of the rezoning to C-2 General Commercial.

Peter Pensa, Avid Group, stated that the idea is to create a pedestrian-oriented location for various shops and services. He stated they anticipate five restaurants on the parcel including a drive-thru.

Carol Colvin, 12815 Katherine Circle, stated that she lives directly behind this project. She stated that she is concerned that the property is being rezoned from Urban Low to Commercial. She stated that there would be noise issues. She stated that there is no way to prevent people from gaining access to their neighborhood from the shopping center. She stated that the access from Anderson Hill Road would greatly impact their neighbor. She stated that there is already plenty of vacant retail space in Clermont. She stated that she disagrees with the annexation and rezoning request.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 7

Rose Farrell, 13215 Maria Ave., stated that she is opposed to the C-2 General Commercial zoning. She is concerned with the increased traffic.

Jennifer Cotch, 12522 Valencia Dr., stated that her main concern is the traffic. She stated she is asking that the access to Anderson Hill Road be removed from the development. She stated that she would like to see the landscape buffer expanded. She stated that she wants the lighting and hours of operation for the commercial site regulated, and she does not want the drive-thru approved.

Hector Serrano, 13106 Tamarack Blvd., stated that he is the president of the HOA. He stated that they already have issues with lighting, noise and people crossing through their yards.

Commissioner Whitehead asked about the lighting.

Mr. Kruse stated there is standard language in the code that restricts lighting to the site only. He stated that when developers come in for site review, they are required to submit a photometric plan.

Commissioner Martin asked about the height of the light pole.

Mr. Kruse stated he believes the height limit is 12 to 15 feet.

Commissioner Whitehead stated that she is concerned about the landscape buffer and people having access to the residents' properties.

Mr. Kruse stated that at this time the developer meets code.

Mr. Mantzaris stated that the Commission could request a condition for additional buffering.

Commissioner Smith asked if commercial would be allowed if the property stayed in the County.

Mr. Kruse stated that the parcels are Lake County Urban Low, which is the same as Kohl's zoning.

Commissioner Smith stated that he suggests closing the access to and from Anderson Hill Road.

Mr. Kruse stated that the access would be determined by Lake County.

Mr. Pensa stated that FDOT would not allow two entrances from U.S. Highway 27 because it does not meet the spacing requirements. He stated that they would be providing sidewalks along Anderson Hill Road in front of the development out to U.S. Highway 27.

Commissioner Martin asked about the retaining walls.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 8

Mr. Pensa stated that the retaining wall will be a six-foot wall along Anderson Hill Road and would be about three feet tall closer to U.S. Highway 27. He stated that on the rear and western side of the property there will be a double retaining wall.

Commissioner Hubbard asked about acquiring access from Gerber Collision since they already have an entrance on U.S. Highway 27.

Mr. Pensa stated that if each building was developed independently, then FDOT would have to allow access if you could not obtain access from your neighbor.

Chairman Jones stated that his concerns is the loading zone for Commercial F.

Mr. Pensa stated that the loading zone is next to Commercial E. He stated that the idea is that the user for Commercial F will not receive deliveries.

Carole Campbell, 13112 Tamarack Blvd., stated that she lives directly across the road from the proposed development. She stated that she can hear the noises from Walmart and Harley Davidson.

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

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

Commissioner Hubbard moved to recommend approval of the conditional use permit with the elimination of the access to Anderson Hill Road; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

9. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

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

APPLICANT: Tommy's of Clermont/Matt Borisch

10. REQUEST FOR REZONING

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

APPLICANT: Tommy's of Clermont/Matt Borisch



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: Dec 21, 2016

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): Anderson Hill Commercial

APPLICANT: AVID Group

CONTACT PERSON: Peter Pensa, AICP

Address: 2300 Curlew Road, Suite 201

City: Palm Harbor State: FL Zip: 34683

Phone: 727-789-9500 x181 Fax: n/a

E-Mail: peter.pensa@avidgroup.com

OWNER: Anderson Hill DLSU, LLC

Address: 625 State Road 100

City: Palatka State: FL Zip: 32177

Phone: 386 329-4000 Fax: _____

Address of Subject Property: NWC of US Highway 27 & Anderson Hill Road
(no address - Parcel# 09-22-26140002700000;
13301 Anderson Hill Rd - Parcel# 09-22-26140002700001; and
12629 US Highway 27 - Parcel# 09-22-26140002200001)

Legal Description (include copy of survey): See attached legal description

Acreage: 9.58 +/- Land Use: Urban Low Density (County)
(City verification required)

Present Zoning: CP & CFD (County) Proposed Zoning: C-2 (City)
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

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

What are you proposing to do that would require a rezoning?

See attached project description and justification statement.

Peter R. Pensa

Applicant Name (print)

X

A blue ink signature of Peter R. Pensa, written in a cursive style.

Applicant Name (*signature*)

Quintus I. Roberts, Sr.

Owner Name (print)

Managing Member

Anderson Hill DLSU, LLC

X

A blue ink signature of Quintus I. Roberts, Sr., written in a cursive style.

Owner Name (*signature*)

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

To Whom It May Concern:

This letter does hereby authorize AVID Group to act as our agent for and with all regulatory agencies, departments, and their personnel for the City of Clermont, Lake County, Florida Department of Economic Opportunity, Florida Department of Transportation, St. Johns River Water Management District, Florida Department of Environmental Protection, US Army Corps of Engineers, and any other utility providers or regulatory agencies in an effort to receive all approvals necessary for developing the proposed project on an approximately 9.48 acres, m.o.l. tract that is generally located on the west side of U.S. Highway 27, north of Anderson Hill Road in the City of Clermont (annexation proposed), Lake County, Florida.

Parcel ID Number:	Site Acreage	Street Address (if assigned):
09-22-26140002700000	3.24, acres m.o.l.	No Address, US Highway 27 Clermont, FL 34711
09-22-26140002700001	4.69, acres m.o.l.	13301 Anderson Hill Rd Clermont, FL 34711
09-22-26140002200001	1.55, acres m.o.l.	12629 US Highway 27 Clermont, FL 34711

Property Owner:

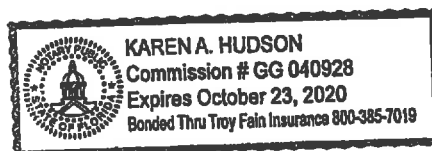
Name: Quintus I. Roberts, Sr.
Title: Managing Member
Anderson Hill DLSU, LLC
625 State Road 100
Palatka, FL 32177

STATE OF Florida COUNTY OF Putnam On
this the 22nd day of December 20 16 before me, the undersigned Notary Public of
the State of Florida, personally appeared Quintus I Roberts and whose
name(s) is/are subscribed to the within instrument, and acknowledge that he/she/they executed
it. The individual(s) are X personally known to me, or presented the following
identification:

WITNESS MY HAND AND SEAL:

**NOTARY SEAL &
COMMISSION EXPIRATION:**

Karen A. Hudson
NOTARY SIGNATURE





CIVIL ENGINEERING
LAND PLANNING
TRAFFIC/TRANSPORTATION
SURVEYING
GIS
2300 CURLEW ROAD STE 201
PALM HARBOR, FLORIDA
34683
PHONE (727) 789-9500
FAX (727) 784-6662
AVIDGROUP.COM

LOCATION MAP ANDERSON HILL RETAIL CLERMONT, FLORIDA

1"=500'

Anderson Hill Retail

Overall Legal Description:

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, Public Records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest Corner of Tract 22 as shown on the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22, N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to a point on the west right-of-way line of US Highway 27; thence along said west right-of-way line, S24°35'30"E, a distance of 269.86 feet to a point on the south line of Tract 22; thence continue along said west right-of-way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the north right-of-way line of Anderson Hill Road; thence N89°03'43"W along the said north right-of-way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the west line of Tract 27 as shown on said the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East; thence along said west line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres more or less.

THIS INSTRUMENT PREPARED BY AND RETURN TO:

RETURN

Quintus Irving Roberts
625 State Road 100
Palatka, Florida, 32177
Property Appraisers Parcel Identification (Folio) Number: 092226-1400-027-00000

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 19th day of October, 2012 by Quintus Irving Roberts as Trustee of The V.S. Roberts Family Trust - QIR, a Simple Trust, whose post office address is 625 State Road 100, Palatka, Florida 32177 herein called the grantor, to Anderson Hill DLSU, LLC., a Florida Limited Liability Company whose post office address is 625 State Road 100, Palatka, Florida 32177, hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in LAKE County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.

Subject to easements, restrictions and reservations of record and taxes for the year 2012 and
thereafter.

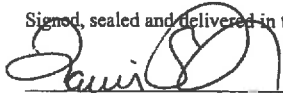
TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise
appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;
that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said
land and will defend the same against the lawful claims of all persons whomsoever.

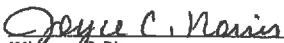
IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above
written.

Signed, sealed and delivered in the presence of:



Witness #1 Signature
TRAVIS S. THOMAS

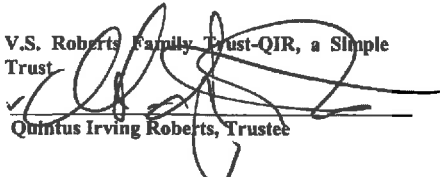
Witness #1 Printed Name



Witness #2 Signature
JOYCE C. NORRIS

Witness #2 Printed Name

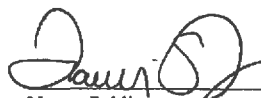
V.S. Roberts Family Trust-QIR, a Simple
Trust


Quintus Irving Roberts, Trustee

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 19th day of October, 2012 by Quintus Irving Roberts as
Trustee of The V.S. Roberts Family Trust - QIR a Simple Trust who is personally known to me or has produced
driver's license as identification




Notary Public TRAVIS S. THOMAS

Printed Notary Name

My Commission Expires:

Exhibit "A"

TRACT 27, AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS THE FOLLOWING:

BEGIN AT THE SOUTHWEST CORNER OF TRACT 27 AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: THENCE NORTH $00^{\circ}31'46''$ EAST ALONG THE WEST LINE OF SAID TRACT 27, A DISTANCE OF 638.50 FEET TO THE NORTHWEST CORNER OF SAID TRACT: THENCE SOUTH $88^{\circ}53'09''$ EAST ALONG THE NORTH LINE OF SAID TRACT 27, A DISTANCE OF 341.41 FEET; THENCE SOUTH $00^{\circ}31'46''$ WEST 637.45 FEET TO THE SOUTH LINE OF SAID TRACT 27; THENCE NORTH $89^{\circ}03'43''$ WEST ALONG THE SAID SOUTH LINE OF SAID TRACT 27, A DISTANCE OF 341.40 FEET TO THE POINT OF BEGINNING.

LESS ROAD RIGHT OF WAYS.

AKERMAN SENTERFITT
PO BOX 231
ORLANDO FL 32802



PREPARED BY AND RETURN TO:
SCOTT M. PRICE, ESQUIRE
AKERMAN LLP
420 South Orange Avenue
Suite 1200
Orlando, Florida 32801

INSTRUMENT #2016114504
OR BK 4858 PG 593 - 594 (2 PGS)
DATE: 11/3/2016 9:50:50 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$18.50 DEED DOC \$8750.00

SPECIAL WARRANTY DEED

THIS WARRANTY DEED made this 27th day of October, 2016, between CLERMONT SYNERGY, LLC, a Florida limited liability company, whose post office address is 2345 West Sand Lake Road, Suite 100, Orlando, Florida 32809, hereinafter called the Grantor, to ANDERSON HILL DLSU, LLC, a Florida limited liability company, whose post office address is 625 State Road 100, Palatka, Florida 32177, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in LAKE County, Florida, viz:

A portion of that part of Tract 22, lying West of U.S. Highway No. 27 in "LAKE HIGHLANDS COMPANY", a Plat of record in Plat Book 3, Page 24, Public Records of Lake County, Florida, located in Section 32, Township 22 South, Range 26 East, Tallahassee Meridian, Lake County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Tract 22; thence along the West line thereof, North 00 degrees 12 minutes 07 seconds West, 61.46 feet; thence leaving said line, North 62 degrees 51 minutes 01 second East, 393.08 feet to the West right of way line of said U.S. Highway 27; thence along said line, South 25 degrees 21 minutes 30 seconds East, 270.00 feet to the South line of said Tract 22; thence along said line, North 89 degrees 36 minutes 41 seconds West, 465.20 feet to the Point of Beginning.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that said land is free of all encumbrances except for *ad valorem* taxes for 2016 and all subsequent years, and matters appearing of record in the Public Records of Lake County, Florida; provided, however, that this reference shall not serve to re-impose same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

CLERMONT SYNERGY, LLC,
a Florida limited liability company

By: Twistee, LLC,
a Florida limited liability company,
as managing member

By: ALAN C. CHARRON
MANAGER

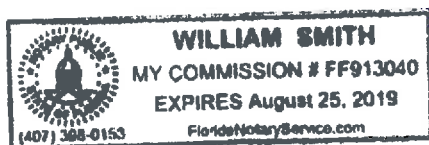
William Smith
Print Name: William Smith

Nike Charron
Print Name: NIKE CHARRON

STATE OF FLORIDA)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 26th day of October, 2016, by Alan C. Charron, as Manager of Twistee, LLC, a Florida limited liability company, as managing member of Clermont Synergy, LLC, a Florida limited liability company, on behalf of the company, who is:

- ☒ personally known to me; or
- ☐ produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- ☐ produced the following identification: _____



ALAN C. CHARRON
NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

**Narrative & Justification Statement
Annexation/Small-Scale Comp Plan/Rezoning/
Conditional Use Permit Applications**

**Anderson Hill Commercial
NWC of US Highway 27 & Anderson Hill Road, Clermont, FL**

Project Description:

Subject property is comprised of three parcels totaling 9.58 acres of land located at the northwest corner of US Highway 27 and Anderson Hill Road in unincorporated Lake County. The properties are owned by Anderson Hill DLSU, LLC, who will combine the properties for (re)development as a multi-tenant retail/commercial shopping center.

The two parcels fronting US Highway 27 are currently zoned CP (Commercial Parkway) and the rear parcel is zoned CFD (Community Facility District) in unincorporated Lake County. All three parcels have a future land use map designation of Urban Low Density. The property owner/developer seeks annexation of the three parcels into the City of Clermont with C-2 (General Commercial District) zoning and Commercial future land use map designation. The northern parcel is currently developed with a 9,472 sq.ft., two-story commercial building that was previously occupied by West Star fitness center. The existing building and some of the associated site improvements (parking and retention pond) will be retained as part of the redevelopment.

The conditional use site plan is attached, which shows the overall layout as anticipated but the building footprints may change somewhat depending on the needs of specific tenants. Permitted uses within the development shall be those that are permitted within the City's C-2 (General Commercial District) zoning district.

Small-Scale Comprehensive Plan Amendment and Rezoning Evaluation Criteria:

Pursuant to Land Development Code (LDC) Section 82-226, the Planning Commission and City Council shall consider the following criteria. In furtherance of this requirement, the applicants' professional land planning and engineering consultant has made the following findings in support of the project:

Review Criteria

- 1. Consistency with the comprehensive plan, or, in the case of a plan amendment, consistency with the remainder of the plan and its goals, objective and policies.**

Applicant's finding: The properties can be (re)developed consistent with the goals, objectives and policies of the City's comprehensive plan. The conditional use permit site plan has been submitted for concurrent review and approval to demonstrate the developer's intent and ability to do so.

Subject property is being annexed into the City of Clermont and therefore needs to have a City future land use map designation and zoning district assigned. The proposed C-2 (General Commercial District) zoning and Commercial future land use map designation are appropriate given the physical characteristics and location of the property and the development pattern of the surrounding area. One of the subject parcels is already commercially developed, as is the majority of this segment of the US Highway 27 corridor (from State Road 50 to the north to Hammock Ridge Road/Citrus Tower Boulevard to the south). For example, the property across US Highway 27 is located in the City and is developed as a WalMart Super Center. And, the adjacent property to the north is located in the County and developed as an automobile repair shop.

2. Consistency with applicable sections of this land development code.

Applicant's finding: The properties can be (re)developed consistent with the applicable sections of the City's land development code. The conditional use permit site plan has been submitted for concurrent review and approval to demonstrate the developer's intent and ability to do so.

3. Additionally, as to rezoning amendments:

- a. **Whether justified by changed or changing conditions.**
- b. **Whether adequate sites already exist for the proposed district uses.**
- c. **Whether specific requirements of this land development code are adequate to ensure compatibility with adjoining properties as required by the comprehensive plan.**

Applicant's finding:

- a. The changing condition that triggered the need for this land use amendment and rezoning is the pending annexation of these properties in order to (re)develop and connect to the City's central sewer system. Thus, rezoning within the City of Clermont is both necessary and justified.
- b. Two of the three parcels are already zoned for commercial uses within Lake County. The third parcel is currently church owned and thus has master plan zoning in the County that allows for institutional uses. Consolidation of all three parcels for the proposed commercial development project makes sense because it provides adequate site area and depth to address changes in topography and it overcomes the irregular shapes and depths of the existing commercial parcels.
- c. The project can be developed consistent with the City's land development code requirements, which by design are intended to provide use-based compatibility measures such as minimum building setbacks and landscape buffering between different uses.

Conditional Use Permit Evaluation Criteria:

Pursuant to Land Development Code (LDC) Section 86.144.(c), the Planning Commission and City Council may grant by resolution a conditional use permit that meets the following four general criteria and seven specific development standards. In furtherance of this requirement, the applicants' professional land planning and engineering consultant has made the following findings in support of the project:

General Criteria

- 1. The granting of the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city;**

Applicant's finding: The development will not adversely affect the City's comprehensive plan. The conditional use permit is requested for the purpose of annexing and (re)developing the property within the City of Clermont on central water and sewer service. Two of the three parcels are already zoned for commercial uses in Lake County.

- 2. Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity;**

Applicant's finding: The proposed commercial development will comprise of uses typically found in a shopping center such as retail businesses, personal service establishments, fitness centers, restaurants, and offices. The range of permitted uses shall be as allowed within the City's C-2 General Commercial District (LDC Sec. 122-223).

- 3. The proposed use will comply with the regulations and conditions specified in the codes for such use; and**

Applicant's finding: The development will comply with the regulations and conditions specified for said uses within the City's C-2 General Commercial District (LDC Sec. 122-223).

- 4. The proposed use may be considered desirable at the particular location.**

Applicant's finding: The proposed commercial uses are considered desirable at this location. There is a need for more shopping center tenant space in the area, as demonstrated by retailer interest in the project.

Specific Development Standards

1. ***Density or intensity, character and type of development.*** The density or intensity, character and type of development shall be in conformance with the city's comprehensive plan, future land use map, future land use district designation and zoning district classification.

Applicant's finding: The proposed commercial development is consistent with the character and type of development that is allowed within the requested City land use and zoning classifications of Commercial and C-2 General Commercial District, respectively, which allow a maximum density of 12 du/ac (none proposed) and a maximum intensity of 0.25 FAR and 0.80 ISR. There are no residential units proposed and the conditional use permit site plan shows the project's proposed intensity of 53,972 sq.ft. (0.13 FAR).

2. ***Compatibility of development.*** The compatibility of the development with terrain and surrounding development as to type and size of unit and height shall be considered. The development shall be so located and designed to avoid undue noise, odor, traffic or other nuisances and dangers to abutting property owners.

Applicant's finding: The development is compatible with the terrain and surrounding development pattern. Consolidation of the three parcels for redevelopment allows the property to be graded and developed consistent with the City's grading standards. In addition to traditional compatibility measures such as minimum building setback and landscape buffer requirements, the design further enhances compatibility because of the site needing to be terraced and lowered (relative to the residential lots to the west), which in turn further increases the building setbacks and buffering, further reduces light and noise associated with traffic circulation since vehicles will be below the abutting residential grade level, and ensures that stormwater runoff is directed away from the neighborhood.

3. ***Transportation.*** The city transportation system or streets must be of sufficient width and capacity to serve the demands created by the development. Dedication of rights-of-way, frontage or reverse frontage roads and other necessary improvements shall be considered and addressed.

Applicant's finding: The right-of-way width and streets are adequate to serve the project. There was previously a 40' right-of-way dedication along Anderson Hill Road. The developer is proposing to construct left and right turn lane access improvements on US Highway 27 as shown on the site plan to serve the demands of the development.

4. ***Utilities.*** Sanitary sewer, potable water, reuse water, fire hydrants and other utilities must be available and have capacity to serve the development. For commercial or industrial development, the quality of the wastewater must be in conformance with section 66-76 et seq.

Applicant's finding: Utilities are available to serve the development. Potable water is adjacent to the site and provided by Utilities Inc. The developer will install water and fire service connections as needed to serve the development. The developer will be installing an on-site lift station and an off-site sewer main extension in order to connect to the City of Clermont's existing sanitary sewer system. Wastewater discharge shall comply with the requirements of Code Section 66-76.

5. ***Stormwater management.*** The capability, capacity and location of the city storm sewer system for serving the development must be considered, as well as adequacy of project design to provide retention and positive outfall of stormwater.

Applicant's finding: The development does not outfall into a City-maintained system. It drains into the FDOT right-of-way. The project's design will abide by all of the stormwater release rate and volume criteria of FDOT, SJRWMD, and the City.

Due to the fact that the existing site contains significant depressional storage, the existing site does not release much of its stormwater runoff. The design of the proposed development will have to mimic the same low-discharge scenario. Very little runoff from the developed site is expected to leave the site. Almost all of the project's runoff will be retained and percolated.

The rates and volumes of water to be discharged from the property were anticipated in the design of FDOT's US 27 drainage system. The project is not anticipated to overburden any downstream drainage systems.

The project will include an outfall structure to allow its permitted discharges, as well as allowing runoff from storms greater than the design storm to exit the site without creating adverse on-site flooding conditions.

6. ***Site planning.*** The development shall be planned and designed to consider:
- a. Effectiveness of plotting or building layout (street patterns, required yards, etc.).
 - b. Orientation of units (setback, open space).
 - c. Avoidance of environmentally sensitive areas (floodplain, steep slopes, unstable soil, drainage or wetland areas).
 - d. Consideration of visual resources (view and aesthetics).
 - e. Landscaping, buffering and screening (for privacy and to screen parking or undesirable features).
 - f. Provision of open space areas or private recreation areas.
 - g. Off-street parking and loading areas, where required, with particular attention to noise, glare or odor as they may affect adjoining properties. Adequate off-street parking shall be provided in conformance with city codes. Residential construction must be provided with required off-street parking in all districts.

- h. Ingress and egress to property and proposed structures thereon, with particular reference to automobile and pedestrian safety, traffic flow and control and access in case of fire. Access to refuse collection areas shall be provided.

Applicant's finding: All of these items have been taken into consideration in the planning and design of the development. The buildings, drive-thru facilities, and outdoor patio areas are located toward the front of the site in order to orient activity toward the street and away from the neighborhood. The stormwater pond/open space and parking are primarily oriented toward the rear of the site for increased separation from the neighborhood. Site access is limited to one driveway per street to minimize impacts on traffic flow and there are multiple routes for safe and convenient vehicular circulation within the development. Sidewalks are provided for pedestrian safety and interconnectivity between all uses/buildings within the development and from the two abutting streets.

7. ***Solid waste disposal.*** For commercial and industrial development, the capacity to dispose of solid waste, with particular reference to any hazardous wastes generated.

Applicant's finding: There is adequate capacity to dispose of solid waste from the development. Hazardous waste generation is not anticipated since the development is a shopping center with typical uses such as retail businesses, personal service establishments, fitness centers, restaurants, offices, and bank/ATM facilities.

Prepared by:
AVID Group



Peter Pensa, AICP
Director of Planning

LEGAL NOTICE

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

ORDINANCE NO. 2017-17

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

LOCATION

West and northwest of the intersection of US Highway 27 and Anderson Hill Road
Alternate keys 1453496, 3828239, and 2826541

LEGAL DESCRIPTION

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, public records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest corner of Tract 22 as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22 N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to a point on the West Right-of-Way line of US Highway 27; thence along said West Right-of-Way line, S24°35'30"E, a distance of 269.86 feet to a point on the South line of Tract 22; thence continue along said West Right-of-Way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the North Right-of-Way line of Anderson Hill Road; thence N89°03'43"W along the said North Right-of-Way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the West line of Tract 27 as shown on said the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East; thence along said West line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres, more or less.

FROM UE Urban Estate

TO City of Clermont C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, February 7, 2017 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, March 14, 2017 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial

January 31 and February 28, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																	
Tuesday, March 14, 2017																	
Agenda Item Name																	
Resolution No. 2017-04 <i>Anderson Hill Conditional Use Permit Table to April 11, 2017</i>																	
Requested Action																	
Recommend tabling Resolution 2017-04.																	
Staff Report																	
The applicant, Avid Group, is requesting a Conditional Use Permit for a single building with more than 20,000 square feet of floor space in the C-2 General Commercial district. Section 122-223 (b) of the Land Development Code requires a Conditional Use Permit for any building structure that occupies more than 20,000 square feet. The applicant is proposing to develop the 9.5-acre site into a multi-tenant retail/commercial shopping center. The applicant is proposing one building with 20,400 square feet. The other proposed buildings will be under the 20,000-square-foot threshold. The overall development will have up to 58,000 square feet of C-2 General Commercial uses. The site will be developed to meet the City's architectural standards and will be in substantial accordance with the preliminary site plan prepared by Avid Group, revision date January 27, 2017. Staff has reviewed the application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the request for a building with more than 20,000 square feet in the C-2 zoning district with the conditions contained in Resolution 2017-04. <i>At the February 7, 2017 Planning and Zoning Commission meeting, Commissioner Tony Hubbard moved to recommend approval of the Conditional Use Permit with the elimination of the access to Anderson Hill Road; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval.</i>																	
Additional Analysis																	
Fiscal Impact Summary																	
Fiscal Impact	Fund Number and Description	Available Budget Amount															
Exhibits Attached (copies of original agreements)																	
<table border="0"><tr><td>1.</td><td>Resolution</td><td>CUP RES 2017-04.docx</td></tr><tr><td>2.</td><td>Request to Table</td><td>Request to Table to April 11 2017.pdf</td></tr><tr><td>3.</td><td>Maps</td><td>Anderson Hill Retail Maps.pdf</td></tr><tr><td>4.</td><td>Site plan</td><td>REVISED Site Plan 1-27-17.pdf</td></tr><tr><td>5.</td><td>Minutes</td><td>February 2016 P&Z Minutes.pdf</td></tr></table>			1.	Resolution	CUP RES 2017-04.docx	2.	Request to Table	Request to Table to April 11 2017.pdf	3.	Maps	Anderson Hill Retail Maps.pdf	4.	Site plan	REVISED Site Plan 1-27-17.pdf	5.	Minutes	February 2016 P&Z Minutes.pdf
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5.	Minutes	February 2016 P&Z Minutes.pdf															

6.	Application	CUP application.pdf
7.	CUP Legal Ad	CUP Anderson Hill legal Ad.docx

**CITY OF CLERMONT
RESOLUTION NO. 2017-04**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A STRUCTURE OVER 20,000 SQUARE FEET IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held February 7, 2017 recommended approval of this Conditional Use Permit to allow for a structure over 20,000 square feet in the C-2 General Commercial zoning district, at the following location:

LOCATION:

West and northwest of the intersection of US Highway 27 and
Anderson Hill Road
Alternate keys 1453496, 3828239, and 2826541

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location;

WHEREAS, the applicant has applied for a Conditional Use Permit for a structure over 20,000 square feet,

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

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

This application for a Conditional Use Permit to allow for a structure over 20,000 square feet in the C-2 General Commercial zoning district; be granted subject to the following conditions:

Section 1- General Conditions

1. This Resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each and every condition herein set out.
2. Construction plans incorporating all conditions of this permit shall be submitted for review and approval by City staff prior to authorization and issuance of a development permit. The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan.

CITY OF CLERMONT
RESOLUTION NO. 2017-04

3. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
6. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
7. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
8. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
9. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
10. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
11. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.

CITY OF CLERMONT
RESOLUTION NO. 2017-04

12. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.

Section 2 - Land Use

1. The proposed development may contain one structure greater than 20,000 square feet but no more than 25,000 square feet. This structure is identified as “Commercial F” on the preliminary site plan prepared by Avid Group, revision date January 27, 2017.

CITY OF CLERMONT
RESOLUTION NO. 2017-04

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of March, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Barbara Hollerand

Subject: FW: Date of continuance for Anderson Hill

From: lisa.jefferson@akerman.com [mailto:lisa.jefferson@akerman.com]
Sent: Thursday, March 02, 2017 11:18 AM
To: cecelia.bonifay@akerman.com; Barbara Hollerand <BHollerand@clermontfl.org>
Subject: RE: Date of continuance for Anderson Hill

The client has agreed to go to the April 11 meeting date.

Regards,

Lisa M. Jefferson

Legal Assistant to: Cecelia Bonifay and Carolyn Haslam
Akerman LLP | 420 South Orange Avenue | Suite 1200 | Orlando, FL 32801-4904
Dir: 407.237.8748 | Main: 407.423.4000 | Fax: 407.843.6610
lisa.jefferson@akerman.com



Akerman LLP | 650+ lawyers | 24 locations | akerman.com

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Exhibit - Location Map – Anderson Hill Retail

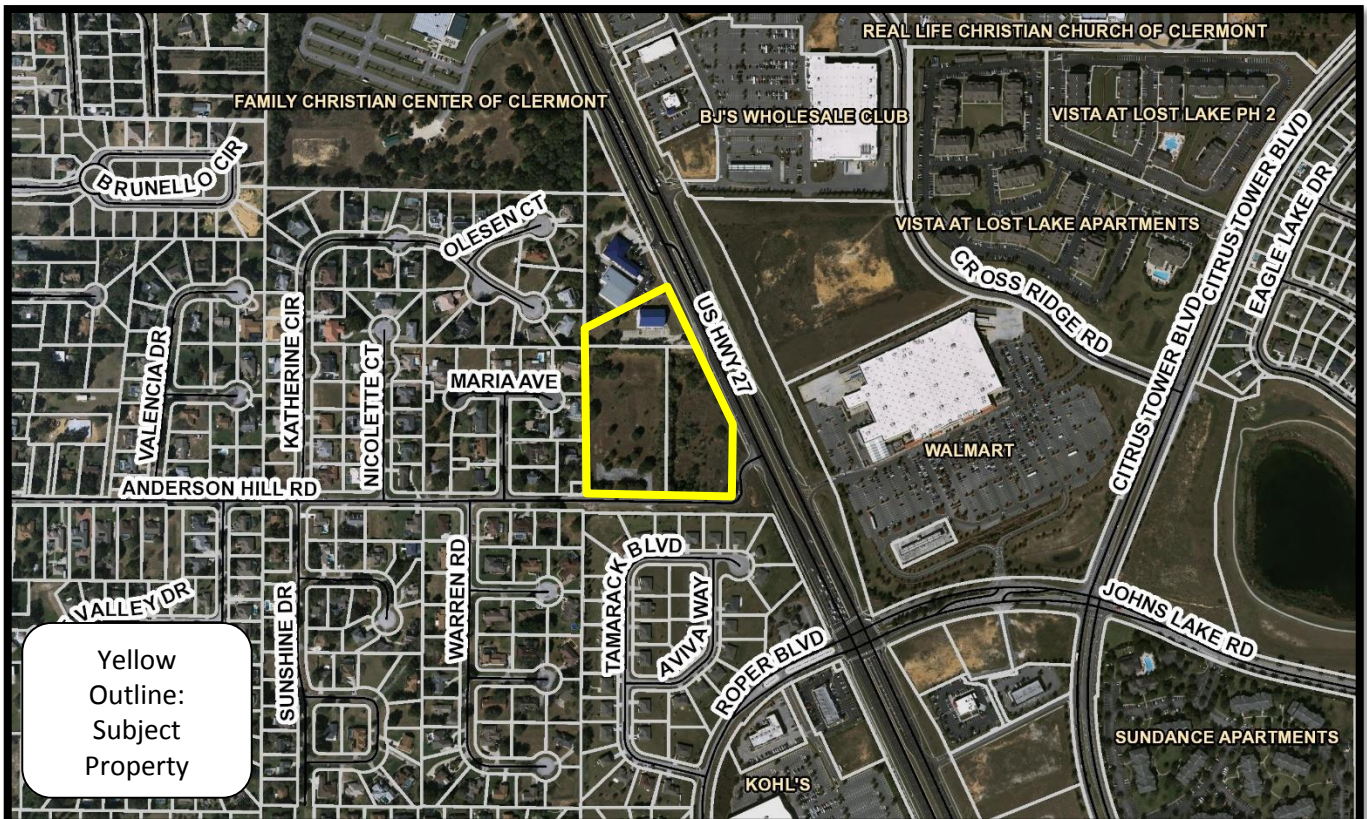
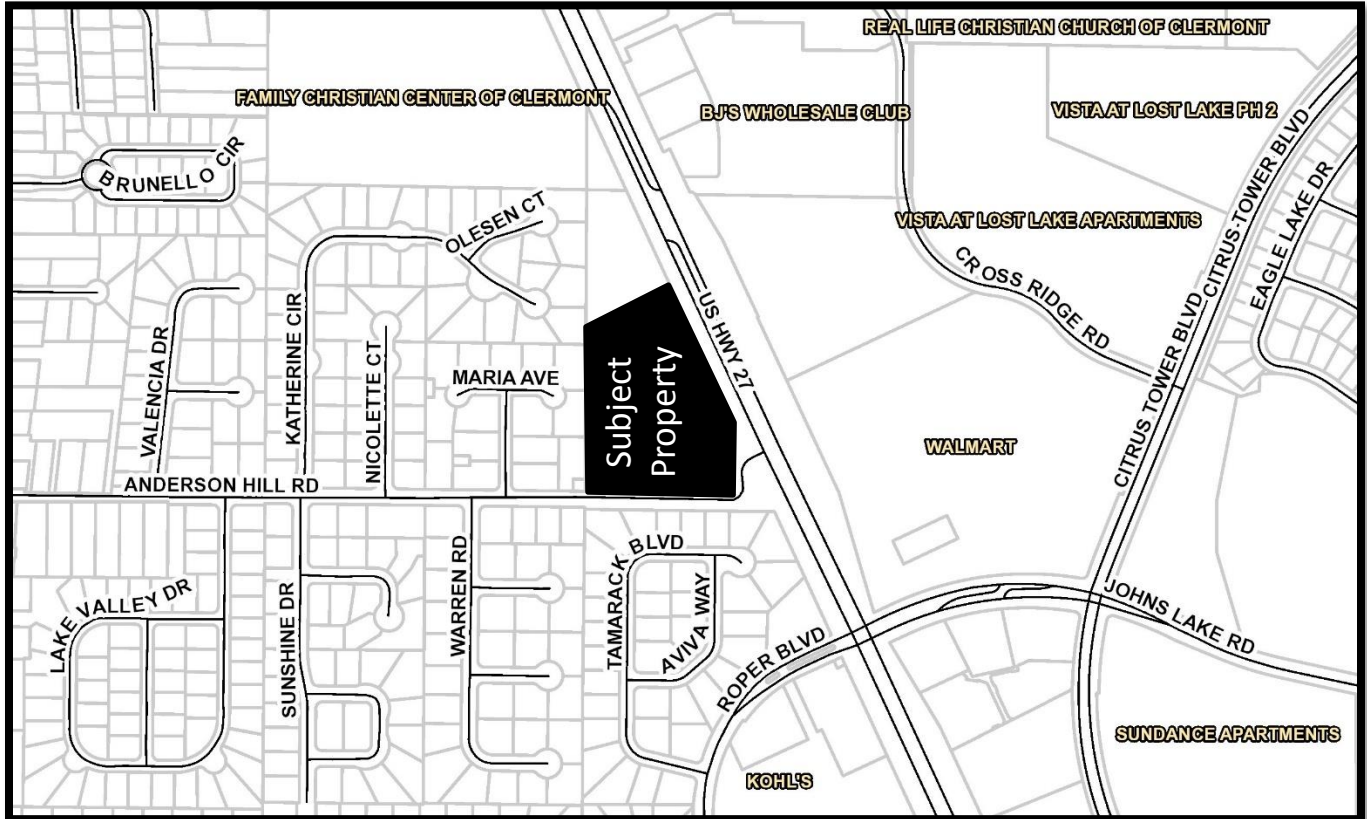


Exhibit – Future Land Use Map – Anderson Hill Retail

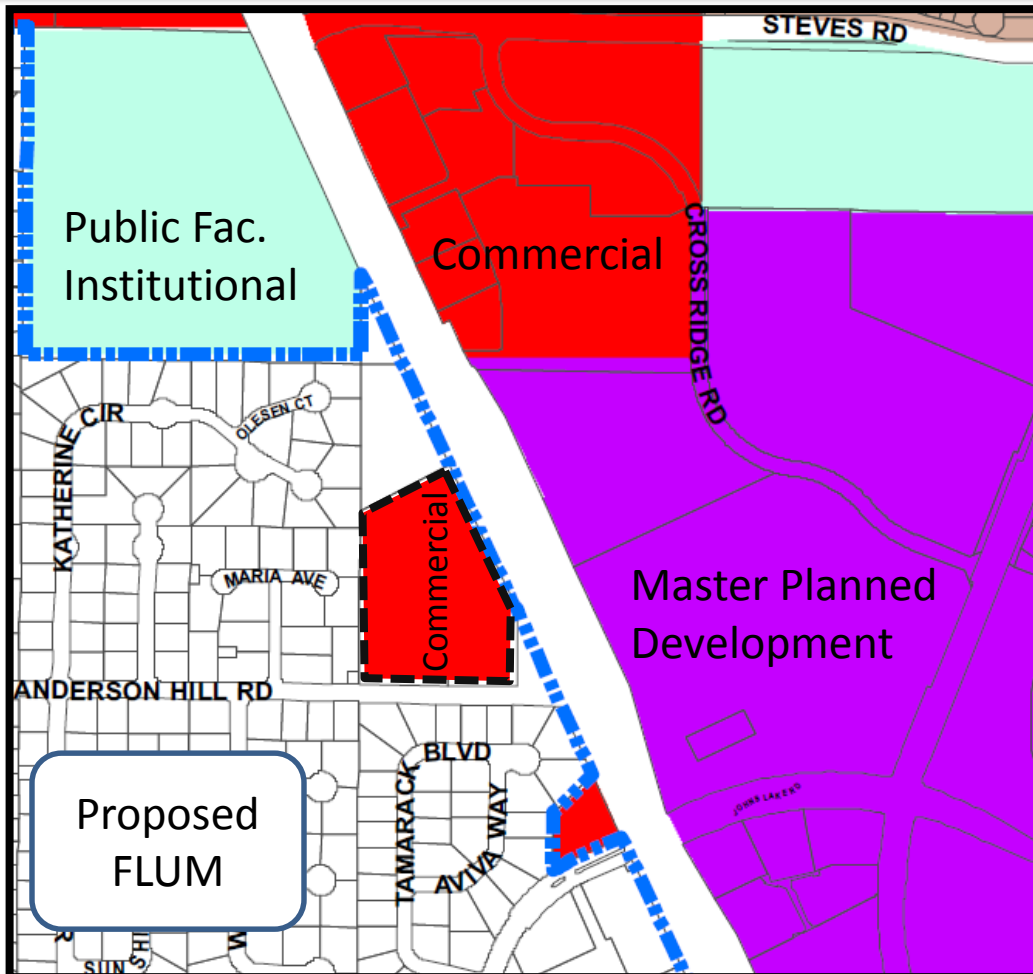


Exhibit – Zoning Map – Anderson Hill Retail

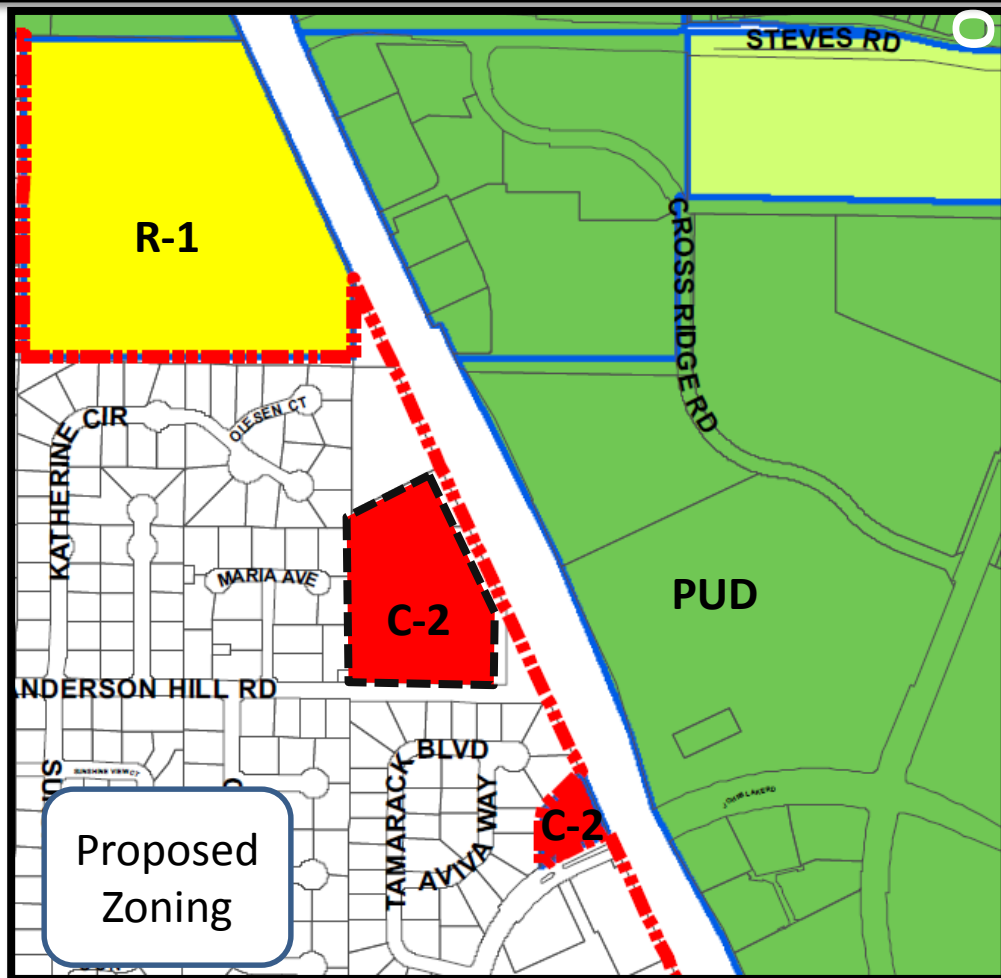
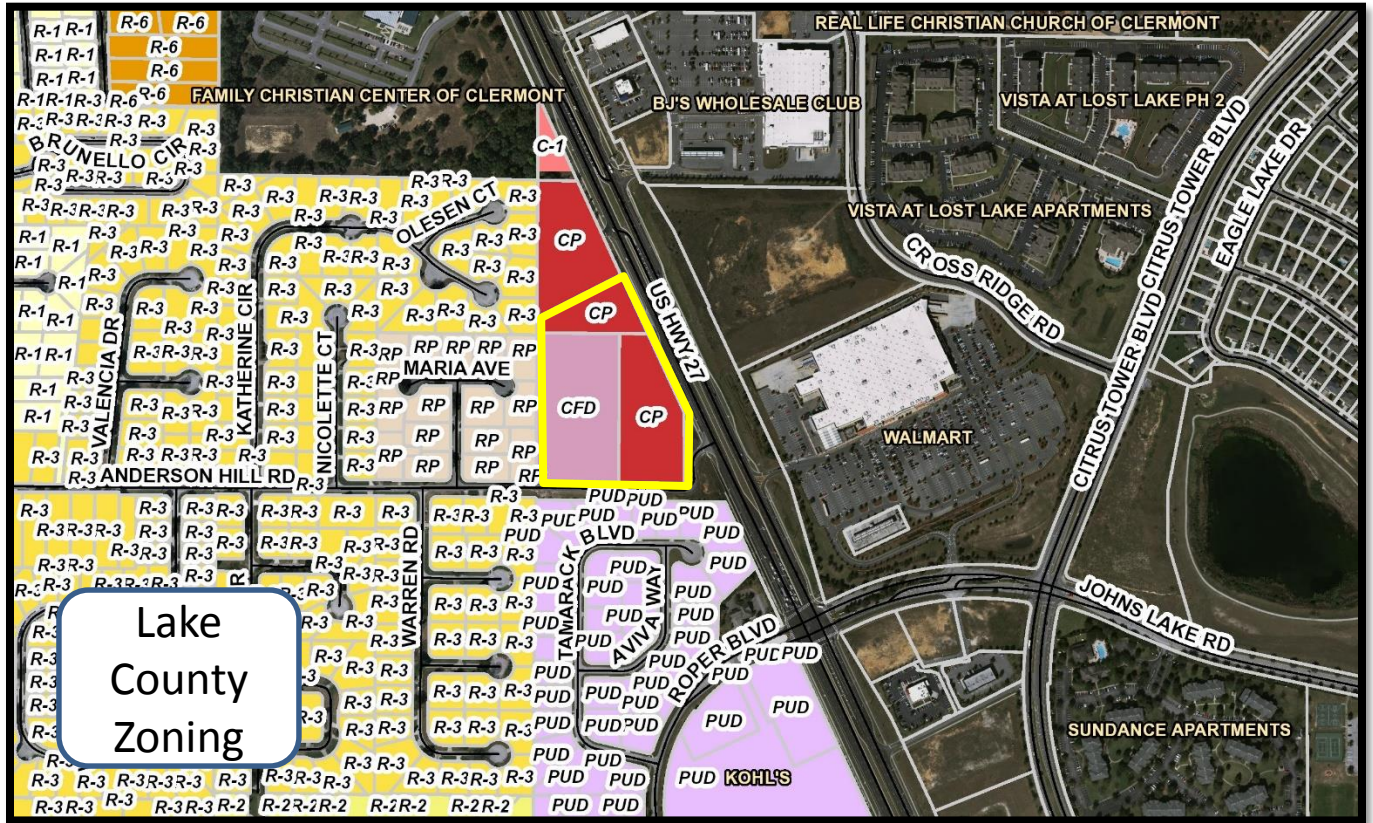
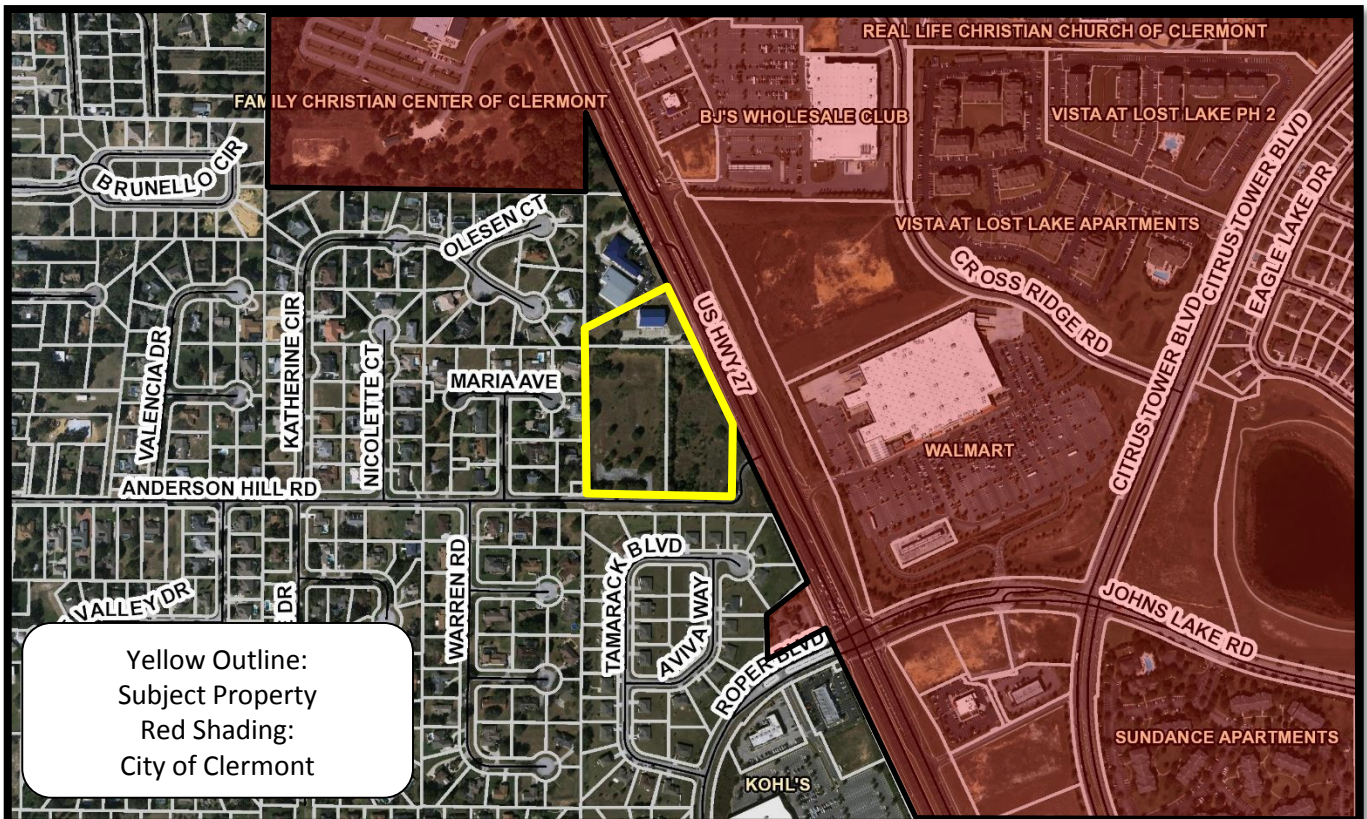
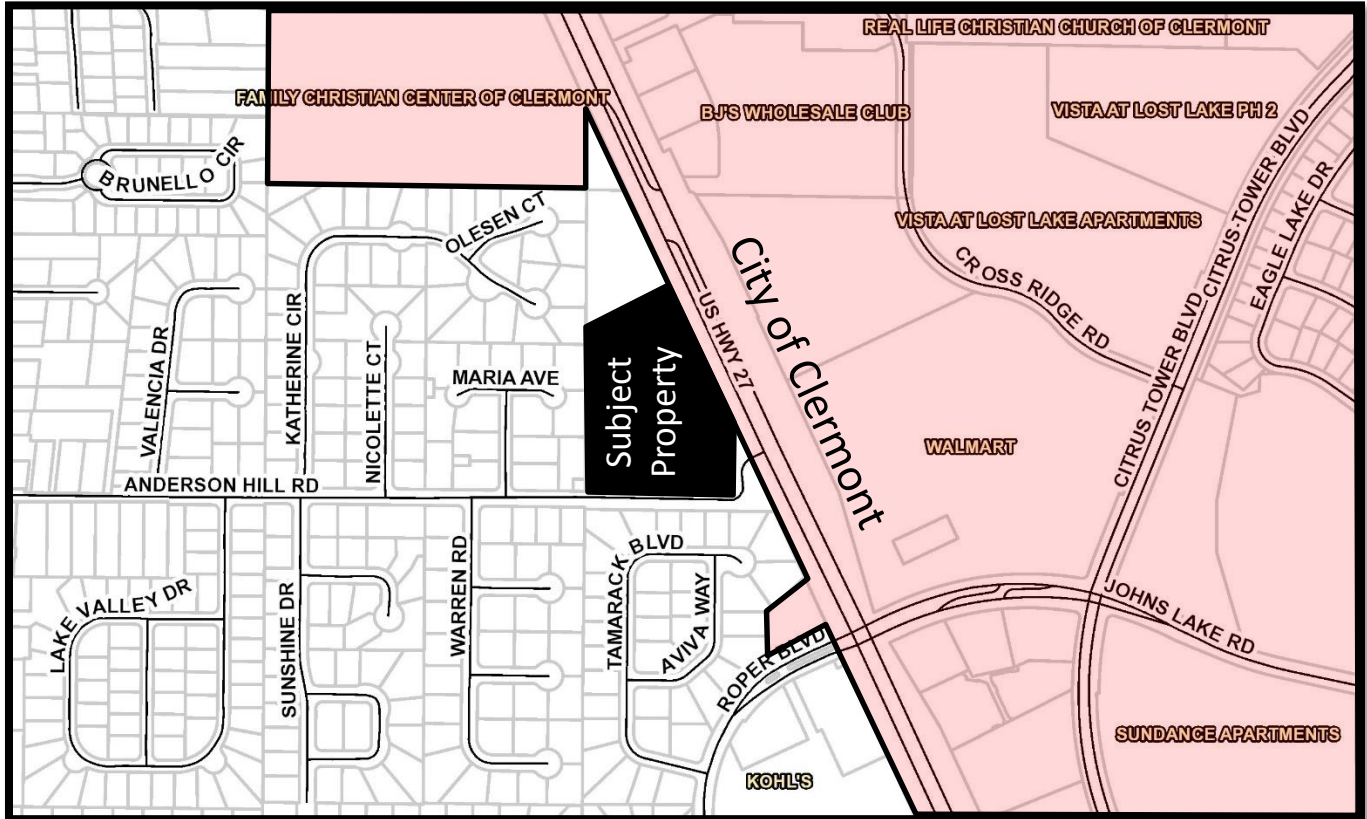
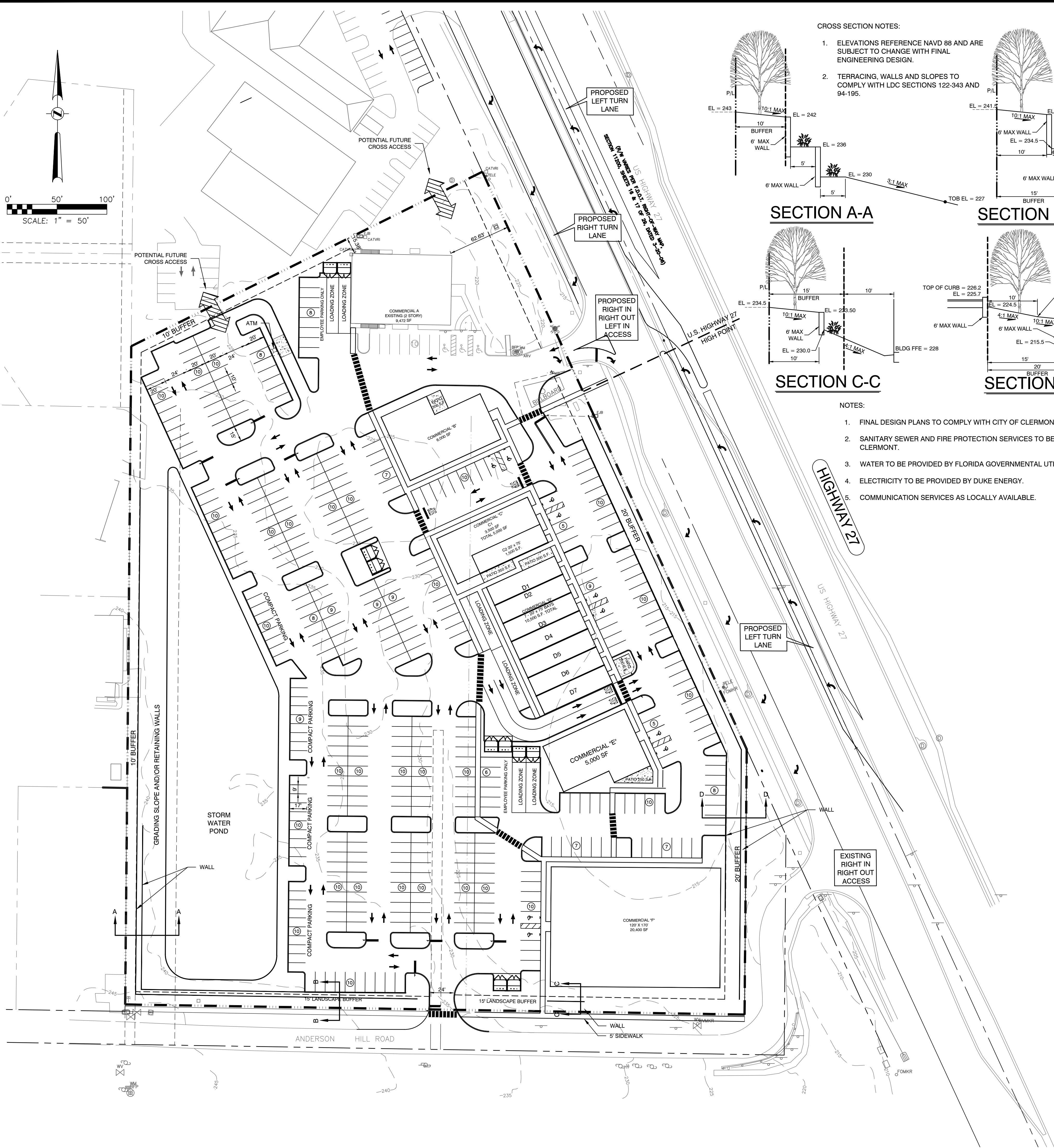


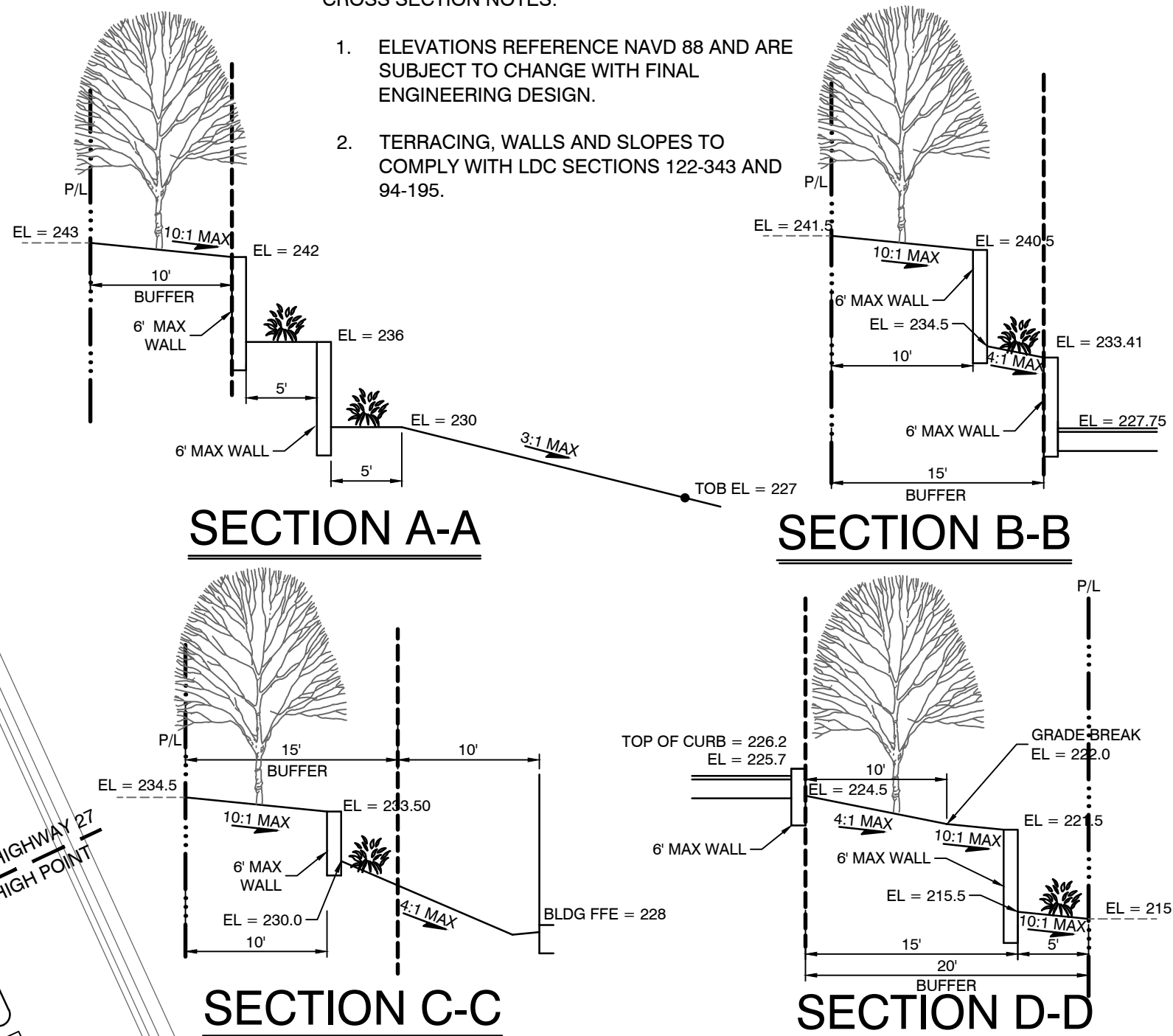
Exhibit - Annexation Map – Anderson Hill Retail





CROSS SECTION NOTES:

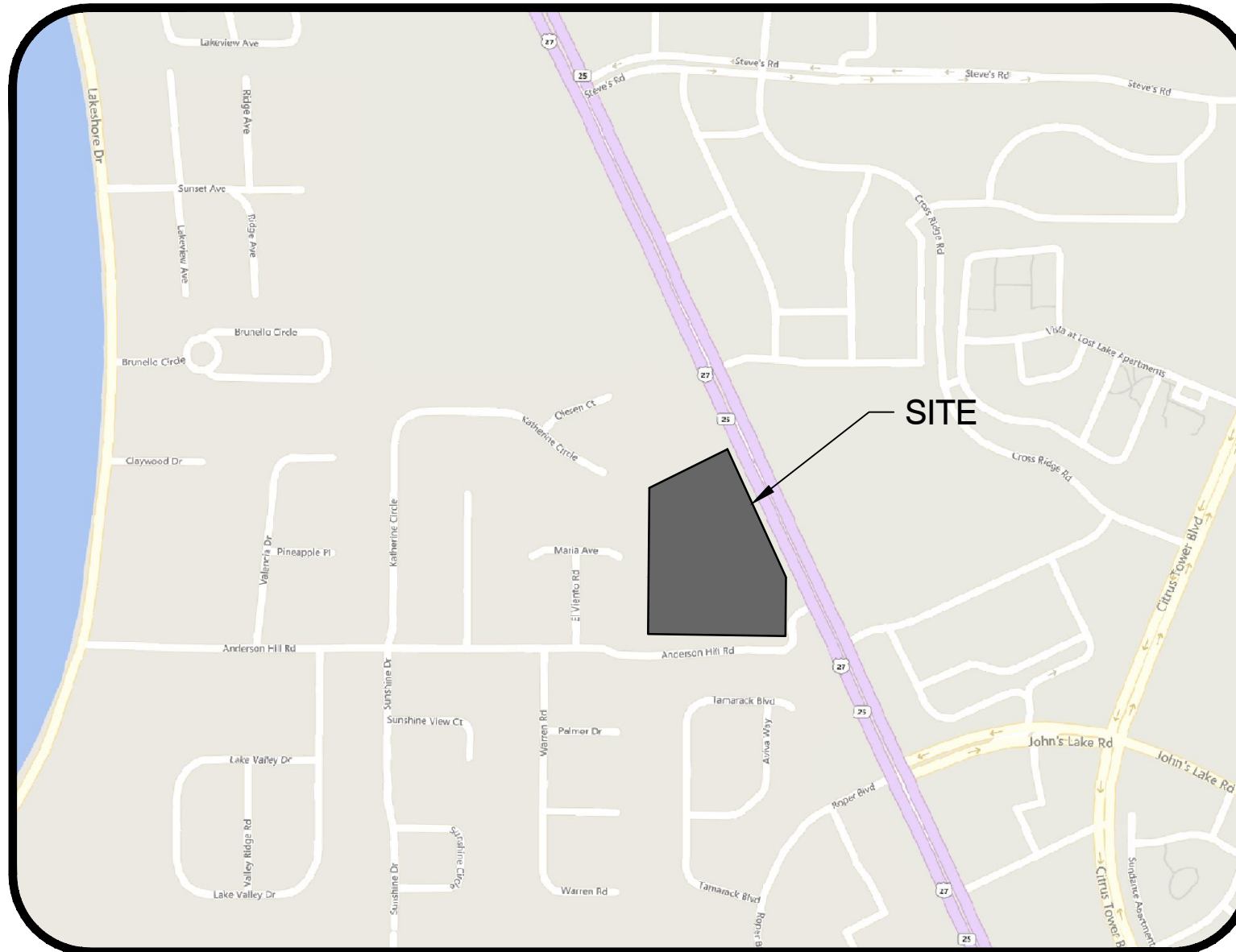
- ELEVATIONS REFERENCE NAVD 88 AND ARE SUBJECT TO CHANGE WITH FINAL ENGINEERING DESIGN.
- TERRACING, WALLS AND SLOPES TO COMPLY WITH LDC SECTIONS 122-343 AND 94-195.



NOTES:

- FINAL DESIGN PLANS TO COMPLY WITH CITY OF CLERMONT DEVELOPMENT CODE.
- SANITARY SEWER AND FIRE PROTECTION SERVICES TO BE PROVIDED BY CITY OF CLERMONT.
- WATER TO BE PROVIDED BY FLORIDA GOVERNMENTAL UTILITY AUTHORITY.
- ELECTRICITY TO BE PROVIDED BY DUKE ENERGY.
- COMMUNICATION SERVICES AS LOCALLY AVAILABLE.

LOCATION MAP



SITE DATA

SITE ADDRESS:	NO ADDRESS	13301 ANDERSON HILL RD CLERMONT, FL 34711	12929 US HIGHWAY 27 CLERMONT, FL 34711
PARCEL NO.:	09-22-2614000270000	4.49 ACRES M.O.L.	1.55 ACRES M.O.L.
SITE AREA:	3.24 ACRES M.O.L.	4.49 ACRES M.O.L.	1.55 ACRES M.O.L.
OWNER NAME:	ANDERSON HILL DLSU, LLC	ANDERSON HILL DLSU, LLC	ANDERSON HILL DLSU, LLC
ADDRESS:	625 STATE ROAD 100 PALATKA, FL 32177	625 STATE ROAD 100 PALATKA, FL 32177	625 STATE ROAD 100 PALATKA, FL 32177
PROPERTY ZONING:	CP (PLANNED COMMERCIAL)	CP (COMMUNITY FACILITY)	CP (PLANNED COMMERCIAL)
EXISTING (LAKE COUNTY):	CP (PLANNED COMMERCIAL)	CP (COMMUNITY FACILITY)	CP (PLANNED COMMERCIAL)
PROPOSED (CITY OF CLERMONT):	C-2 (GENERAL COMMERCIAL)	C-2 (GENERAL COMMERCIAL)	C-2 (GENERAL COMMERCIAL)
FUTURE LAND USE:	URBAN LOW DENSITY COMMERCIAL	URBAN LOW DENSITY COMMERCIAL	URBAN LOW DENSITY COMMERCIAL
EXISTING (LAKE COUNTY):	URBAN LOW DENSITY COMMERCIAL	URBAN LOW DENSITY COMMERCIAL	URBAN LOW DENSITY COMMERCIAL
PROPOSED (CITY OF CLERMONT):	URBAN LOW DENSITY COMMERCIAL	URBAN LOW DENSITY COMMERCIAL	URBAN LOW DENSITY COMMERCIAL
PROPERTY USE:	VACANT	VACANT	VACANT (FORMER FITNESS CENTER)
PROPOSED BLDG SETBACKS (FT):	MINIMUM REQUIRED	MINIMUM PROVIDED	
US 27:	50 FT	62.5	
ALL OTHER STREETS:	25 FT	60.8	
SIDE PROPERTY LINES:	12 FT	15.4	
PROPOSED DENSITY (SF):	COMMERCIAL A (EXISTING)	9,472	
	COMMERCIAL B	5,000	
	COMMERCIAL C	5,000	
	COMMERCIAL D	10,500	
	COMMERCIAL E	4,000	
	COMMERCIAL F	20,000	
	OVERALL	53,972	

Required parking per city of Clermont code

Commercial (Retail/Office) 1/2000 sf
Restaurants and lounges 1/500 sf devoted to patron use + 1/4 employees

Building	Unit/Use	SF	Patio	Required
Commercial A	(retail)	9,472		47.4
Commercial B	(restaurant)	6,000	300	81.9
Commercial C	C1 (retail)	3,500		17.5
	C2 (restaurant)	1,500	300	23.4
Commercial D	D1 (restaurant)	1,500	300	23.4
	D2 (retail)	1,500		7.5
	D3 (retail)	1,500		7.5
	D4 (retail)	1,500		7.5
	D5 (retail)	1,500		7.5
	D6 (retail)	1,500		7.5
	D7 (restaurant)	1,500	250	22.8
Commercial E	(restaurant)	5,000	250	68.3
Commercial F	(retail)	20,400		102.0
Drive-thru ATM	atm	n/a		0.00
Total		56,372		424.1
Provided				424.0

- assumptions:
- restaurant and patio gross area = 60% patron use area
 - restaurant employees = 1/100 sf non-patron use area

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

TRACT 27 TOGETHER WITH A PORTION OF TRACT 22, AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS: BEGIN AT THE SOUTHWEST CORNER OF TRACT 22 AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF TRACT 22 N00°31'25"E, A DISTANCE OF 61.46 FEET; THENCE N63°34'33"E, A DISTANCE OF 393.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY 27; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, S24°35'30"E, A DISTANCE OF 269.86 FEET TO A POINT ON THE SOUTH LINE OF TRACT 22; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE S24°35'30"E, A DISTANCE OF 366.85 FEET; THENCE S00°27'49"W, A DISTANCE OF 266.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ANDERSON HILL ROAD; THENCE N89°03'43"W ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF SAID ANDERSON HILL ROAD, A DISTANCE OF 620.93 FEET TO A POINT ON THE WEST LINE OF TRACT 27 AS SHOWN ON SAID THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST; THENCE ALONG SAID WEST LINE OF SAID TRACT 27, N00°31'46"E, A DISTANCE OF 598.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 22 AND THE POINT OF BEGINNING. CONTAINING A TOTAL OF 9.47 ACRES, MORE OR LESS.

PROFESSIONAL TEAM

OWNER/DEVELOPER:
ANDERSON HILL DLSU, LLC
625 STATE ROAD 100
PALATKA, FLORIDA 32177
PHONE: (386) 628-4000

TRAFFIC ENGINEER:
TRAFFIC PLANNING AND DESIGN, INC.
535 VERSAILLES DR
MAITLAND, FLORIDA 32751
PHONE: (407) 628-9955

SURVEYOR:
HLSM, LLC
794 BIG TREE DR SUITE 108
LONGWOOD, FLORIDA 32750
PHONE: (407) 647-7346

CIVIL ENGINEER/PLANNER:
AVID GROUP
2300 CURLEW ROAD SUITE 201
PALM HARBOR, FLORIDA 34683
PHONE: (727) 789-9500

GEOTECHNICAL ENGINEER:
ECS FLORIDA, LLC
2815 DIRECTORS ROW SUITE 500
ORLANDO, FLORIDA 32809
PHONE: (407) 859-9599

ARCHITECT:

SC ASSETS, LLC

ANDERSON HILL RETAIL

CLERMONT, FLORIDA

PRELIMINARY SITE PLAN

**City of Clermont
MINUTES
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Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Downtown Mixed Use and approval of the rezoning to CBD Central Business District.

Mark Graff, 1944 Brantley Circle, stated that he is looking to be the first project to make use of the Density Bonus Criteria.

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

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

6. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Lake County Urban Low Density to City of Clermont Commercial

APPLICANT: Anderson Hill Commercial/AVID Group

7. REQUEST FOR REZONING

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

APPLICANT: Anderson Hill Commercial/AVID Group

8. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow for a structure more than 20,000 square feet in the C-2 General Commercial zoning district.

APPLICANT: Anderson Hill Commercial/AVID Group

Senior Planner Kruse presented the staff report as follows:

The applicant, Avid Group, is requesting a small-scale comprehensive plan amendment for the subject property. This request is being heard concurrently with requests for annexation, rezoning and a conditional use permit. The applicant wishes to develop the property and have City services available.

The small-scale comprehensive plan amendment would change the future land use from Lake County's Urban Low to the City's Commercial designation. The property's physical characteristics and its U.S. Highway 27 frontage support the Commercial designation. The property is adjacent to a major arterial roadway and has existing commercial uses to the north and across U.S. Highway 27 to the east.

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Upon annexation, the zoning would default to Urban Estate. The applicant is requesting a change to C-2 General Commercial in order to develop the 9.5-acre property as a multi-tenant retail/commercial shopping center. Under Section 122-223 of the land development code, retail businesses and shopping centers are a permitted use in the C-2 General Commercial district.

Staff believes commercial uses at this location are compatible with the uses in the area. The single-family residential to the west is approximately 15 feet higher than the proposed development and will be buffered by the landscaping on top of the retaining walls. The stormwater pond will also be located in the western portion of the site. The property along U.S. Highway 27 is currently zoned Planned Commercial in Lake County, and the City's C-2 General Commercial is very similar to this use.

The applicant also has applied for a conditional use permit, since one of the buildings will occupy more than 20,000 square feet of floor space. The overall development will have up to 58,000 square feet of C-2 General Commercial use, of which approximately 3,500 square feet will be for outdoor patio use. Section 122-223 (b) of the land development code requires a conditional use permit for any building structure that occupies more than 20,000 square feet. The applicant is proposing one building with 20,400 square feet. The other proposed buildings will be under the 20,000-square-foot threshold.

The site will be developed to meet the City's architectural standards and will be in substantial accordance with the preliminary site plan prepared by Avid Group, revision date January 27, 2017.

Staff has reviewed the application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the request for a building with more than 20,000 square feet in the C-2 zoning district with the conditions contained in Resolution 2017-04. Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Lake County Urban Low to Commercial and approval of the rezoning to C-2 General Commercial.

Peter Pensa, Avid Group, stated that the idea is to create a pedestrian-oriented location for various shops and services. He stated they anticipate five restaurants on the parcel including a drive-thru.

Carol Colvin, 12815 Katherine Circle, stated that she lives directly behind this project. She stated that she is concerned that the property is being rezoned from Urban Low to Commercial. She stated that there would be noise issues. She stated that there is no way to prevent people from gaining access to their neighborhood from the shopping center. She stated that the access from Anderson Hill Road would greatly impact their neighbor. She stated that there is already plenty of vacant retail space in Clermont. She stated that she disagrees with the annexation and rezoning request.

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Rose Farrell, 13215 Maria Ave., stated that she is opposed to the C-2 General Commercial zoning. She is concerned with the increased traffic.

Jennifer Cotch, 12522 Valencia Dr., stated that her main concern is the traffic. She stated she is asking that the access to Anderson Hill Road be removed from the development. She stated that she would like to see the landscape buffer expanded. She stated that she wants the lighting and hours of operation for the commercial site regulated, and she does not want the drive-thru approved.

Hector Serrano, 13106 Tamarack Blvd., stated that he is the president of the HOA. He stated that they already have issues with lighting, noise and people crossing through their yards.

Commissioner Whitehead asked about the lighting.

Mr. Kruse stated there is standard language in the code that restricts lighting to the site only. He stated that when developers come in for site review, they are required to submit a photometric plan.

Commissioner Martin asked about the height of the light pole.

Mr. Kruse stated he believes the height limit is 12 to 15 feet.

Commissioner Whitehead stated that she is concerned about the landscape buffer and people having access to the residents' properties.

Mr. Kruse stated that at this time the developer meets code.

Mr. Mantzaris stated that the Commission could request a condition for additional buffering.

Commissioner Smith asked if commercial would be allowed if the property stayed in the County.

Mr. Kruse stated that the parcels are Lake County Urban Low, which is the same as Kohl's zoning.

Commissioner Smith stated that he suggests closing the access to and from Anderson Hill Road.

Mr. Kruse stated that the access would be determined by Lake County.

Mr. Pensa stated that FDOT would not allow two entrances from U.S. Highway 27 because it does not meet the spacing requirements. He stated that they would be providing sidewalks along Anderson Hill Road in front of the development out to U.S. Highway 27.

Commissioner Martin asked about the retaining walls.

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Mr. Pensa stated that the retaining wall will be a six-foot wall along Anderson Hill Road and would be about three feet tall closer to U.S. Highway 27. He stated that on the rear and western side of the property there will be a double retaining wall.

Commissioner Hubbard asked about acquiring access from Gerber Collision since they already have an entrance on U.S. Highway 27.

Mr. Pensa stated that if each building was developed independently, then FDOT would have to allow access if you could not obtain access from your neighbor.

Chairman Jones stated that his concerns is the loading zone for Commercial F.

Mr. Pensa stated that the loading zone is next to Commercial E. He stated that the idea is that the user for Commercial F will not receive deliveries.

Carole Campbell, 13112 Tamarack Blvd., stated that she lives directly across the road from the proposed development. She stated that she can hear the noises from Walmart and Harley Davidson.

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

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

Commissioner Hubbard moved to recommend approval of the conditional use permit with the elimination of the access to Anderson Hill Road; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

9. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

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

APPLICANT: Tommy's of Clermont/Matt Borisch

10. REQUEST FOR REZONING

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

APPLICANT: Tommy's of Clermont/Matt Borisch



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: Dec 21, 2016

FEE: \$800.00

PROJECT NAME (if applicable): Anderson Hill Commercial

APPLICANT: AVID Group

CONTACT PERSON: Peter Pensa, AICP

Address: 2300 Curlew Road, Suite 201

City: Palm Harbor State: FL Zip: 34683

Phone: 727-789-9500 x181 Fax: n/a

E-Mail: peter.pensa@avidgroup.com

OWNER: Anderson Hill DLSU, LLC

Address: 625 State Road 100

City: Palatka State: FL Zip: 32177

Phone: 386-329-4000 Fax: _____

Address of Subject Property: see below

General Location: NWC of US Highway 27 & Anderson Hill Road
(no address - Parcel# 09-22-26140002700000;
13301 Anderson Hill Rd - Parcel# 09-22-26140002700001; &
12629 US Highway 27 - Parcel# 09-22-26140002200001)

Legal Description (include copy of survey): See attached legal description

Land Use (City verification required): Urban Low Density (County)

Zoning (City verification required): CP & CFD (County)

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
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LETTER OF AUTHORIZATION

To Whom It May Concern:

This letter does hereby authorize AVID Group to act as our agent for and with all regulatory agencies, departments, and their personnel for the City of Clermont, Lake County, Florida Department of Economic Opportunity, Florida Department of Transportation, St. Johns River Water Management District, Florida Department of Environmental Protection, US Army Corps of Engineers, and any other utility providers or regulatory agencies in an effort to receive all approvals necessary for developing the proposed project on an approximately 9.48 acres, m.o.l. tract that is generally located on the west side of U.S. Highway 27, north of Anderson Hill Road in the City of Clermont (annexation proposed), Lake County, Florida.

Parcel ID Number:	Site Acreage	Street Address (if assigned):
09-22-26140002700000	3.24, acres m.o.l.	No Address, US Highway 27 Clermont, FL 34711
09-22-26140002700001	4.69, acres m.o.l.	13301 Anderson Hill Rd Clermont, FL 34711
09-22-26140002200001	1.55, acres m.o.l.	12629 US Highway 27 Clermont, FL 34711

Property Owner:

cd 22

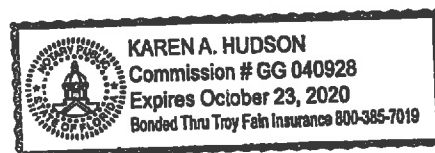
Name: Quintus I. Roberts, Sr.
Title: Managing Member
Anderson Hill DLSU, LLC
625 State Road 100
Palatka, FL 32177

STATE OF Florida COUNTY OF Putnam On
this the 22nd day of December 20 16 before me, the undersigned Notary Public of
the State of Florida, personally appeared Quintus I Roberts and whose
name(s) is/are subscribed to the within instrument, and acknowledge that he/she/they executed
it. The individual(s) are X personally known to me, or presented the following
identification:

WITNESS MY HAND AND SEAL:

**NOTARY SEAL &
COMMISSION EXPIRATION:**

Karen A. Hudson
NOTARY SIGNATURE





CIVIL ENGINEERING
LAND PLANNING
TRAFFIC/TRANSPORTATION
SURVEYING
GIS
2300 CURLEW ROAD STE 201
PALM HARBOR, FLORIDA
34683
PHONE (727) 789-9500
FAX (727) 784-6662
AVIDGROUP.COM

LOCATION MAP
ANDERSON HILL RETAIL
CLERMONT, FLORIDA
1"=500'

Anderson Hill Retail

Overall Legal Description:

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, Public Records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest Corner of Tract 22 as shown on the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22, N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to a point on the west right-of-way line of US Highway 27; thence along said west right-of-way line, S24°35'30"E, a distance of 269.86 feet to a point on the south line of Tract 22; thence continue along said west right-of-way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the north right-of-way line of Anderson Hill Road; thence N89°03'43"W along the said north right-of-way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the west line of Tract 27 as shown on said the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East; thence along said west line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres more or less.

**Narrative & Justification Statement
Annexation/Small-Scale Comp Plan/Rezoning/
Conditional Use Permit Applications**

**Anderson Hill Commercial
NWC of US Highway 27 & Anderson Hill Road, Clermont, FL**

Project Description:

Subject property is comprised of three parcels totaling 9.58 acres of land located at the northwest corner of US Highway 27 and Anderson Hill Road in unincorporated Lake County. The properties are owned by Anderson Hill DLSU, LLC, who will combine the properties for (re)development as a multi-tenant retail/commercial shopping center.

The two parcels fronting US Highway 27 are currently zoned CP (Commercial Parkway) and the rear parcel is zoned CFD (Community Facility District) in unincorporated Lake County. All three parcels have a future land use map designation of Urban Low Density. The property owner/developer seeks annexation of the three parcels into the City of Clermont with C-2 (General Commercial District) zoning and Commercial future land use map designation. The northern parcel is currently developed with a 9,472 sq.ft., two-story commercial building that was previously occupied by West Star fitness center. The existing building and some of the associated site improvements (parking and retention pond) will be retained as part of the redevelopment.

The conditional use site plan is attached, which shows the overall layout as anticipated but the building footprints may change somewhat depending on the needs of specific tenants. Permitted uses within the development shall be those that are permitted within the City's C-2 (General Commercial District) zoning district.

Small-Scale Comprehensive Plan Amendment and Rezoning Evaluation Criteria:

Pursuant to Land Development Code (LDC) Section 82-226, the Planning Commission and City Council shall consider the following criteria. In furtherance of this requirement, the applicants' professional land planning and engineering consultant has made the following findings in support of the project:

Review Criteria

- 1. Consistency with the comprehensive plan, or, in the case of a plan amendment, consistency with the remainder of the plan and its goals, objective and policies.**

Applicant's finding: The properties can be (re)developed consistent with the goals, objectives and policies of the City's comprehensive plan. The conditional use permit site plan has been submitted for concurrent review and approval to demonstrate the developer's intent and ability to do so.

Subject property is being annexed into the City of Clermont and therefore needs to have a City future land use map designation and zoning district assigned. The proposed C-2 (General Commercial District) zoning and Commercial future land use map designation are appropriate given the physical characteristics and location of the property and the development pattern of the surrounding area. One of the subject parcels is already commercially developed, as is the majority of this segment of the US Highway 27 corridor (from State Road 50 to the north to Hammock Ridge Road/Citrus Tower Boulevard to the south). For example, the property across US Highway 27 is located in the City and is developed as a WalMart Super Center. And, the adjacent property to the north is located in the County and developed as an automobile repair shop.

2. Consistency with applicable sections of this land development code.

Applicant's finding: The properties can be (re)developed consistent with the applicable sections of the City's land development code. The conditional use permit site plan has been submitted for concurrent review and approval to demonstrate the developer's intent and ability to do so.

3. Additionally, as to rezoning amendments:

- a. **Whether justified by changed or changing conditions.**
- b. **Whether adequate sites already exist for the proposed district uses.**
- c. **Whether specific requirements of this land development code are adequate to ensure compatibility with adjoining properties as required by the comprehensive plan.**

Applicant's finding:

- a. The changing condition that triggered the need for this land use amendment and rezoning is the pending annexation of these properties in order to (re)develop and connect to the City's central sewer system. Thus, rezoning within the City of Clermont is both necessary and justified.
- b. Two of the three parcels are already zoned for commercial uses within Lake County. The third parcel is currently church owned and thus has master plan zoning in the County that allows for institutional uses. Consolidation of all three parcels for the proposed commercial development project makes sense because it provides adequate site area and depth to address changes in topography and it overcomes the irregular shapes and depths of the existing commercial parcels.
- c. The project can be developed consistent with the City's land development code requirements, which by design are intended to provide use-based compatibility measures such as minimum building setbacks and landscape buffering between different uses.

Conditional Use Permit Evaluation Criteria:

Pursuant to Land Development Code (LDC) Section 86.144.(c), the Planning Commission and City Council may grant by resolution a conditional use permit that meets the following four general criteria and seven specific development standards. In furtherance of this requirement, the applicants' professional land planning and engineering consultant has made the following findings in support of the project:

General Criteria

- 1. The granting of the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city;**

Applicant's finding: The development will not adversely affect the City's comprehensive plan. The conditional use permit is requested for the purpose of annexing and (re)developing the property within the City of Clermont on central water and sewer service. Two of the three parcels are already zoned for commercial uses in Lake County.

- 2. Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity;**

Applicant's finding: The proposed commercial development will comprise of uses typically found in a shopping center such as retail businesses, personal service establishments, fitness centers, restaurants, and offices. The range of permitted uses shall be as allowed within the City's C-2 General Commercial District (LDC Sec. 122-223).

- 3. The proposed use will comply with the regulations and conditions specified in the codes for such use; and**

Applicant's finding: The development will comply with the regulations and conditions specified for said uses within the City's C-2 General Commercial District (LDC Sec. 122-223).

- 4. The proposed use may be considered desirable at the particular location.**

Applicant's finding: The proposed commercial uses are considered desirable at this location. There is a need for more shopping center tenant space in the area, as demonstrated by retailer interest in the project.

Specific Development Standards

1. ***Density or intensity, character and type of development.*** The density or intensity, character and type of development shall be in conformance with the city's comprehensive plan, future land use map, future land use district designation and zoning district classification.

Applicant's finding: The proposed commercial development is consistent with the character and type of development that is allowed within the requested City land use and zoning classifications of Commercial and C-2 General Commercial District, respectively, which allow a maximum density of 12 du/ac (none proposed) and a maximum intensity of 0.25 FAR and 0.80 ISR. There are no residential units proposed and the conditional use permit site plan shows the project's proposed intensity of 53,972 sq.ft. (0.13 FAR).

2. ***Compatibility of development.*** The compatibility of the development with terrain and surrounding development as to type and size of unit and height shall be considered. The development shall be so located and designed to avoid undue noise, odor, traffic or other nuisances and dangers to abutting property owners.

Applicant's finding: The development is compatible with the terrain and surrounding development pattern. Consolidation of the three parcels for redevelopment allows the property to be graded and developed consistent with the City's grading standards. In addition to traditional compatibility measures such as minimum building setback and landscape buffer requirements, the design further enhances compatibility because of the site needing to be terraced and lowered (relative to the residential lots to the west), which in turn further increases the building setbacks and buffering, further reduces light and noise associated with traffic circulation since vehicles will be below the abutting residential grade level, and ensures that stormwater runoff is directed away from the neighborhood.

3. ***Transportation.*** The city transportation system or streets must be of sufficient width and capacity to serve the demands created by the development. Dedication of rights-of-way, frontage or reverse frontage roads and other necessary improvements shall be considered and addressed.

Applicant's finding: The right-of-way width and streets are adequate to serve the project. There was previously a 40' right-of-way dedication along Anderson Hill Road. The developer is proposing to construct left and right turn lane access improvements on US Highway 27 as shown on the site plan to serve the demands of the development.

4. ***Utilities.*** Sanitary sewer, potable water, reuse water, fire hydrants and other utilities must be available and have capacity to serve the development. For commercial or industrial development, the quality of the wastewater must be in conformance with section 66-76 et seq.

Applicant's finding: Utilities are available to serve the development. Potable water is adjacent to the site and provided by Utilities Inc. The developer will install water and fire service connections as needed to serve the development. The developer will be installing an on-site lift station and an off-site sewer main extension in order to connect to the City of Clermont's existing sanitary sewer system. Wastewater discharge shall comply with the requirements of Code Section 66-76.

5. ***Stormwater management.*** The capability, capacity and location of the city storm sewer system for serving the development must be considered, as well as adequacy of project design to provide retention and positive outfall of stormwater.

Applicant's finding: The development does not outfall into a City-maintained system. It drains into the FDOT right-of-way. The project's design will abide by all of the stormwater release rate and volume criteria of FDOT, SJRWMD, and the City.

Due to the fact that the existing site contains significant depressional storage, the existing site does not release much of its stormwater runoff. The design of the proposed development will have to mimic the same low-discharge scenario. Very little runoff from the developed site is expected to leave the site. Almost all of the project's runoff will be retained and percolated.

The rates and volumes of water to be discharged from the property were anticipated in the design of FDOT's US 27 drainage system. The project is not anticipated to overburden any downstream drainage systems.

The project will include an outfall structure to allow its permitted discharges, as well as allowing runoff from storms greater than the design storm to exit the site without creating adverse on-site flooding conditions.

6. ***Site planning.*** The development shall be planned and designed to consider:
- a. Effectiveness of plotting or building layout (street patterns, required yards, etc.).
 - b. Orientation of units (setback, open space).
 - c. Avoidance of environmentally sensitive areas (floodplain, steep slopes, unstable soil, drainage or wetland areas).
 - d. Consideration of visual resources (view and aesthetics).
 - e. Landscaping, buffering and screening (for privacy and to screen parking or undesirable features).
 - f. Provision of open space areas or private recreation areas.
 - g. Off-street parking and loading areas, where required, with particular attention to noise, glare or odor as they may affect adjoining properties. Adequate off-street parking shall be provided in conformance with city codes. Residential construction must be provided with required off-street parking in all districts.

- h. Ingress and egress to property and proposed structures thereon, with particular reference to automobile and pedestrian safety, traffic flow and control and access in case of fire. Access to refuse collection areas shall be provided.

Applicant's finding: All of these items have been taken into consideration in the planning and design of the development. The buildings, drive-thru facilities, and outdoor patio areas are located toward the front of the site in order to orient activity toward the street and away from the neighborhood. The stormwater pond/open space and parking are primarily oriented toward the rear of the site for increased separation from the neighborhood. Site access is limited to one driveway per street to minimize impacts on traffic flow and there are multiple routes for safe and convenient vehicular circulation within the development. Sidewalks are provided for pedestrian safety and interconnectivity between all uses/buildings within the development and from the two abutting streets.

7. ***Solid waste disposal.*** For commercial and industrial development, the capacity to dispose of solid waste, with particular reference to any hazardous wastes generated.

Applicant's finding: There is adequate capacity to dispose of solid waste from the development. Hazardous waste generation is not anticipated since the development is a shopping center with typical uses such as retail businesses, personal service establishments, fitness centers, restaurants, offices, and bank/ATM facilities.

Prepared by:
AVID Group



Peter Pensa, AICP
Director of Planning

RETURN

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Quintus Irving Roberts
625 State Road 100
Palatka, Florida, 32177

Property Appraisers Parcel Identification (Folio) Number: 092226-1400-027-00000

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 19th day of October, 2012 by Quintus Irving Roberts as Trustee of The V.S. Roberts Family Trust - QIR, a Simple Trust, whose post office address is 625 State Road 100, Palatka, Florida 32177 herein called the grantor, to Anderson Hill DLSU, LLC., a Florida Limited Liability Company whose post office address is 625 State Road 100, Palatka, Florida 32177, hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in LAKE County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.

Subject to easements, restrictions and reservations of record and taxes for the year 2012 and
thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise
appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;
that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said
land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above
written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

TRAVIS S. THOMAS

Witness #1 Printed Name

Witness #2 Signature

JOYCE C. NORRIS

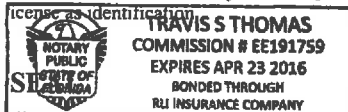
Witness #2 Printed Name

V.S. Roberts Family Trust-QIR, a Simple
Trust

Quintus Irving Roberts, Trustee

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 19th day of October, 2012 by Quintus Irving Roberts as
Trustee of The V.S. Roberts Family Trust - QIR a Simple Trust who is personally known to me or has produced
driver's



Notary Public TRAVIS S. THOMAS

Printed Notary Name

My Commission Expires:

Exhibit "A"

TRACT 27, AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS THE FOLLOWING:

BEGIN AT THE SOUTHWEST CORNER OF TRACT 27 AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: THENCE NORTH $00^{\circ}31'46''$ EAST ALONG THE WEST LINE OF SAID TRACT 27, A DISTANCE OF 638.50 FEET TO THE NORTHWEST CORNER OF SAID TRACT: THENCE SOUTH $88^{\circ}53'09''$ EAST ALONG THE NORTH LINE OF SAID TRACT 27, A DISTANCE OF 341.41 FEET; THENCE SOUTH $00^{\circ}31'46''$ WEST 637.45 FEET TO THE SOUTH LINE OF SAID TRACT 27; THENCE NORTH $89^{\circ}03'43''$ WEST ALONG THE SAID SOUTH LINE OF SAID TRACT 27, A DISTANCE OF 341.40 FEET TO THE POINT OF BEGINNING.

LESS ROAD RIGHT OF WAYS.

AKERMAN SENTERFITT
PO BOX 231
ORLANDO FL 32802



PREPARED BY AND RETURN TO:
SCOTT M. PRICE, ESQUIRE
AKERMAN LLP
420 South Orange Avenue
Suite 1200
Orlando, Florida 32801

SPECIAL WARRANTY DEED

THIS WARRANTY DEED made this 4th day of December, 2014, between **TWISTEE, LLC**, a Florida limited liability company, whose post office address is 2345 West Sand Lake Road, Suite 100, Orlando, Florida 32809, hereinafter called the Grantor, to **CLERMONT SYNERGY, LLC**, a Florida limited liability company, whose post office address is 2345 West Sand Lake Road, Suite 100, Orlando, Florida 32809, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in LAKE County, Florida, viz:

A PORTION OF THAT PART OF TRACT 22, LYING WEST OF U.S. HIGHWAY NO. 27 IN "LAKE HIGHLANDS COMPANY", A PLAT OF RECORD IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LOCATED IN SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, TALLAHASSEE MERIDIAN, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 22; THENCE ALONG THE WEST LINE THEREOF, NORTH 00 DEGREES 12 MINUTES 07 SECONDS WEST, 61.46 FEET; THENCE LEAVING SAID LINE, NORTH 62 DEGREES 51 MINUTES 01 SECOND EAST, 393.08 FEET TO THE WEST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 27; THENCE ALONG SAID LINE, SOUTH 25 DEGREES 21 MINUTES 30 SECONDS EAST, 270.00 FEET TO THE SOUTH LINE OF SAID TRACT 22; THENCE ALONG SAID LINE, NORTH 89 DEGREES 36 MINUTES 41 SECONDS WEST, 465.20 FEET TO THE POINT OF BEGINNING.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

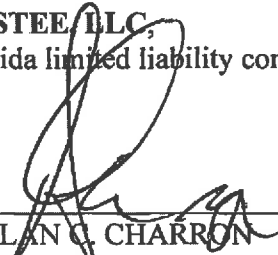
AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that said land is free of all encumbrances except for *ad valorem* taxes for 2014 and all subsequent years, and matters appearing of record in the Public Records of Lake County, Florida; provided, however, that this reference shall not serve to re-impose same.

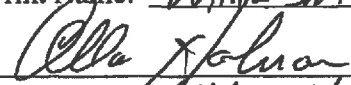
IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

TWISTEE, LLC,
a Florida limited liability company


Print Name: William Smith

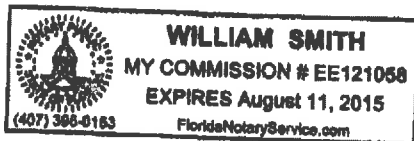
By: 
ALAN C. CHARRON
MANAGER

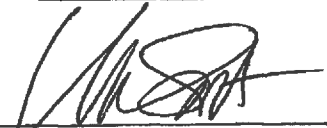

Print Name: Allan Holman

STATE OF FLORIDA)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 4 day of December, 2014, by ALAN C. CHARRON, as Manager of TWISTEE, LLC, a Florida limited liability company, on behalf of the company, who is:

- ☒ personally known to me; or
- ☐ produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- ☐ produced the following identification: _____





NOTARY PUBLIC, STATE OF FLORIDA

William Smith
(Print, Type or Stamp Commissioned Name of Notary Public)

REC 5.00
DOC 387.00

86 36092

86 36092 1237

This instrument was prepared by:

Jerome Bornstein
of the Law Office of
BORNSTEIN & PETREE
125 South Court Avenue
ORLANDO, FLORIDA 32801

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 28TH day of August 1986, Between

CHARLOTTE ROTENBERG (formerly Charlotte Getz)

of the County of Dade, State of Florida, grantor*, and

ST. MATTHIAS EPISCOPAL CHURCH

whose post office address is 574 Montrose Street, Clermont 32711

of the County of Lake, State of Florida, grantee*,

Witnesseth, That said grantor, for and in consideration of the sum of TEN AND NO/100ths (\$10.00)

Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

Begin at the Southwest Corner of Tract 27 as shown on the LAKE HIGHLAND COMPANY Plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page Public Records of Lake County, Florida; thence N.00°31'46" E. along the West line of said Tract 27, distance of 638.50 feet to the Northwest corner of said tract; thence S.88°53'09" E. along the North line of said Tract 27, a distance of 341.41 feet; thence S.00°31'46" W. 637.45 feet to the South line of said Tract 27; thence N.89°03'43" W. along the said South line 341.40 feet to the Point of Beginning, containing 5.00 acres, more or less: subject to a 40 foot County Road Easement along a South line and a 50 foot County Road and Utility Easement along the West line, which shall be dedicated as a public road by Grantee at any time when requested by an abutting property owner.

Return to:
TOM K. DOUGHERTY, P.A.
501 Almond Street
Clermont, FL 32711

SEP 5 11 59 AM '86

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof,

Signed, sealed and delivered in our presence:

Jerome Bornstein
Tom K. Dougherty

Grantor has hereunto set her hand and seal the day and year first above written.

Charlotte Rotenberg
by Leon Ettinger

CHARLOTTE ROTENBERG (formerly

Charlotte Getz), by LEON

ETTINGER, her Attorney in Fact.

(Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

CHARLOTTE ROTENBERG (formerly Charlotte Getz), by LEON ETTINGER, her

Attorney in Fact, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28TH day of August 1986.

My commission expires:

10/19/88



LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow for a structure over 20,000 square feet in the C-2 General Commercial zoning district, at the following location:

LOCATION

West and Northwest of the intersection of US Hwy 27 and Anderson Hill Rd
AK 1453496, 3828239, and 2826541

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

A public meeting to consider the request will be held before the Planning and Zoning Commission on Tuesday, February 7, 2017 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, March 14, 2017 at 6:30pm.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 31 and March 7, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 14, 2017		
Agenda Item Name		
Ordinance No. 2017-18 <i>Final</i> <i>Tommy's of Clermont Annexation</i>		
Requested Action		
Recommend approval of Ordinance 2017-18.		
Staff Report		
The applicant, MKB Florida Holdings, LLC, is requesting annexation of the subject property. The vacant property is located south of State Road 50 and east of Granville Avenue. The property is contiguous to the City limits to the west (U-Haul) and to the east (Veve at Castle Hill apartments). The property is approximately 9.8 acres in size and is in the City's water and sewer service area. The property is also located within the Joint Planning Area (JPA) with Lake County. The applicant wishes to receive services from the City in order to develop the property into a retail boat dealership and service center with up to 28,000 square feet of building space. This request is being heard concurrently with requests for a Small Scale Comprehensive Plan Amendment, rezoning and a Conditional Use Permit to allow for a boat dealership and building greater than 20,000 square feet. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. The subject property is adjacent to the City limits, the City can provide services, and it is within the JPA. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	ANN ORD 2017-18.doc
2.	Maps	Tommys of Clermont Maps.pdf
3.	Application	Clermont Annexation_Application.pdf
4.	Legal ad	ANN Tommy's legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2017-18

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 AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

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

The East 1/2 of Tracts 23 and 26. Less right of way for State Road #50; and the North ½ of Vacated Road per Resolution recorded in O.R. Book 4625, Page 754. in Section 26. Township 22 South. Range 26 East, according to the Plot of Lake Highlands Company, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida.

Containing 9.814 Acres +/-

SECTION 2.

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

CITY OF CLERMONT
ORDINANCE No. 2017-18

SECTION 3.

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

SECTION 4.

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

SECTION 5.

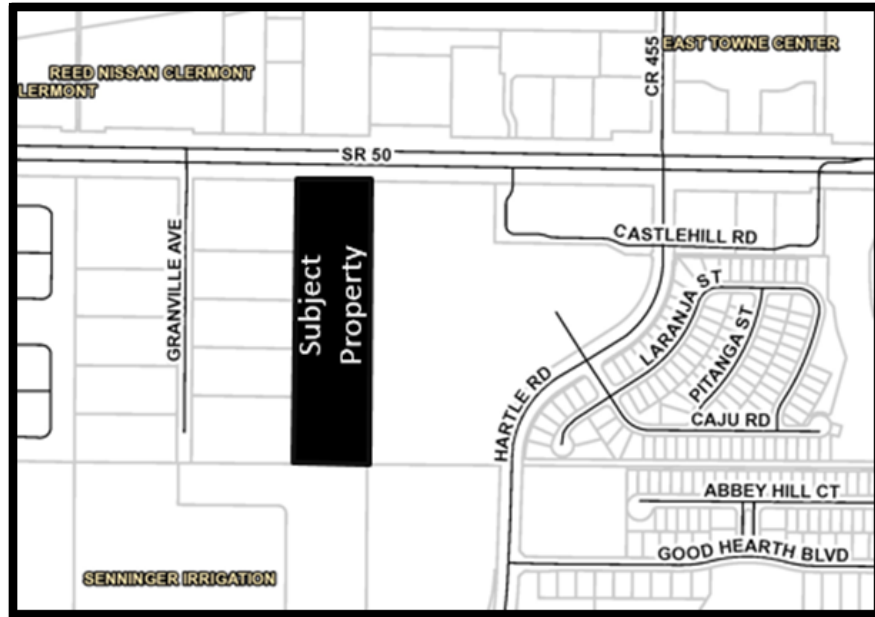
This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 6.

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

CITY OF CLERMONT
ORDINANCE No. 2017-18

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-18

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 14th day of March, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Tommy's of Clermont

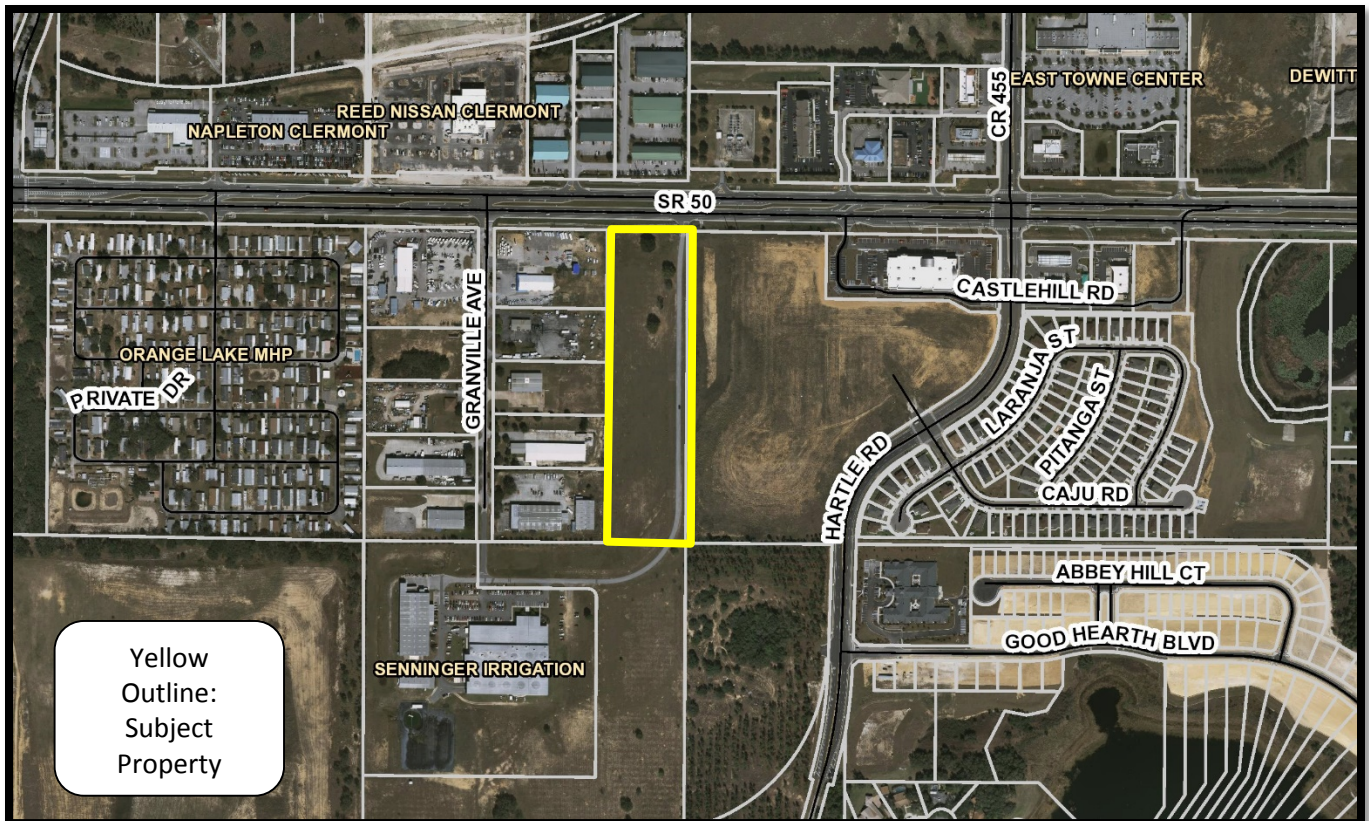
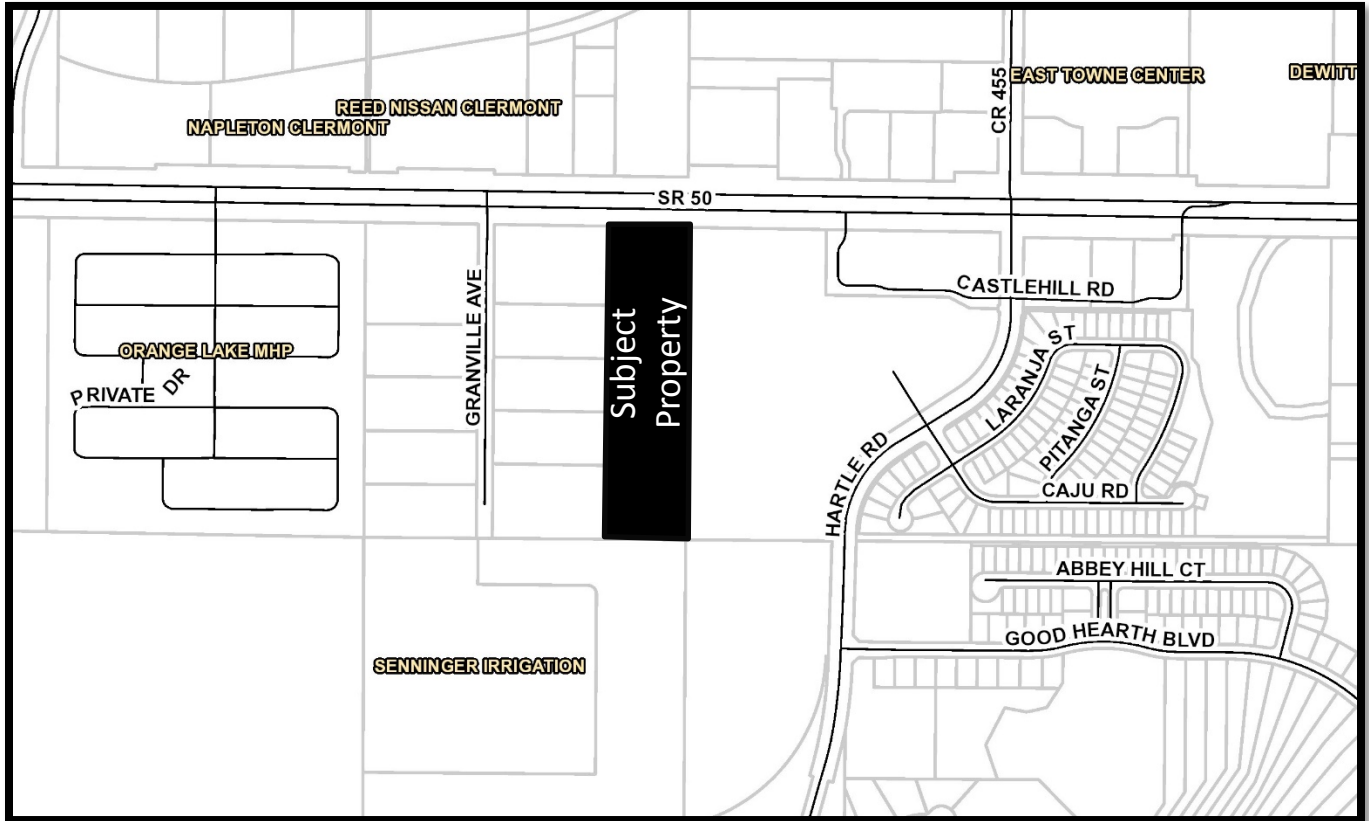


Exhibit – Future Land Use Map – Tommy's of Clermont

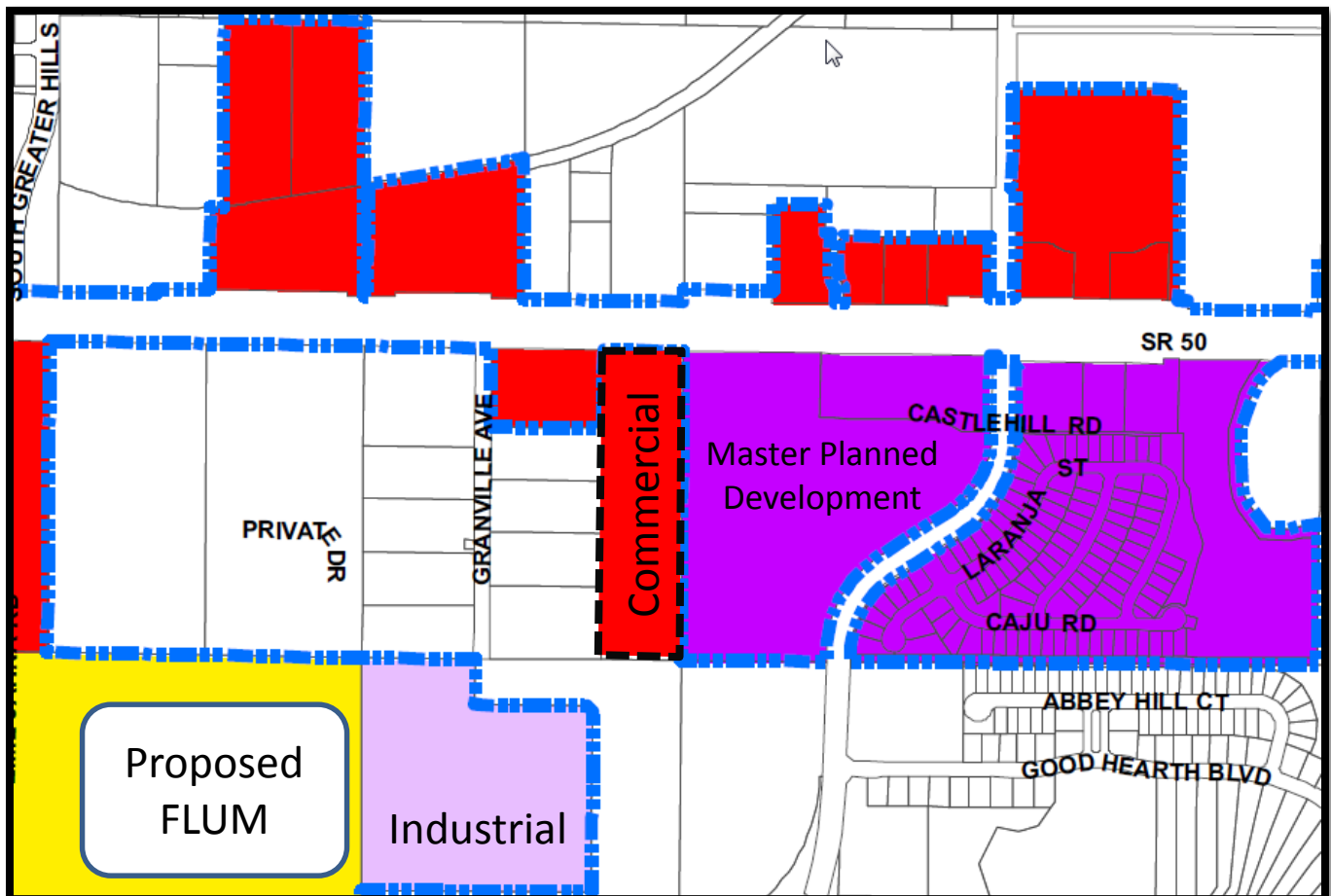
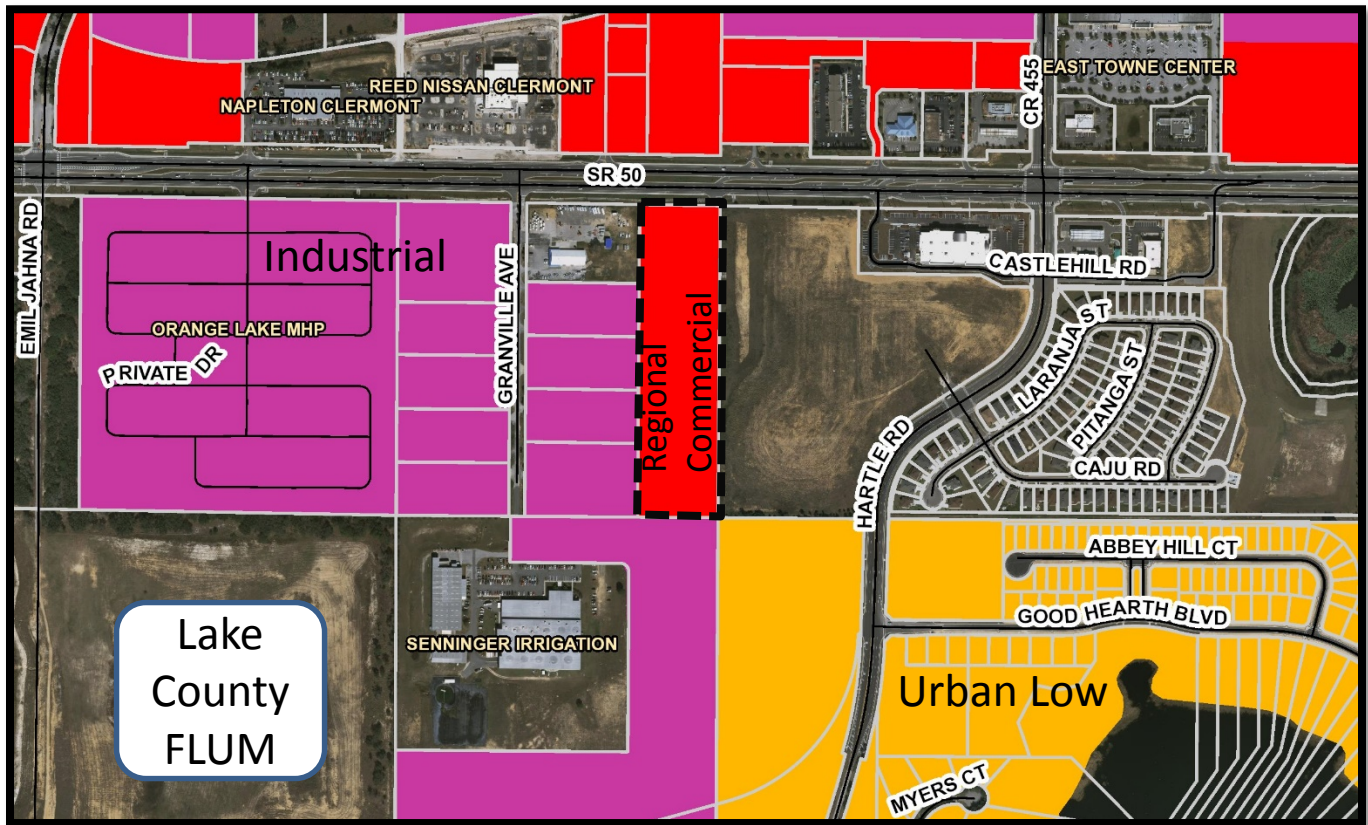


Exhibit – Zoning Map – Tommy's of Clermont

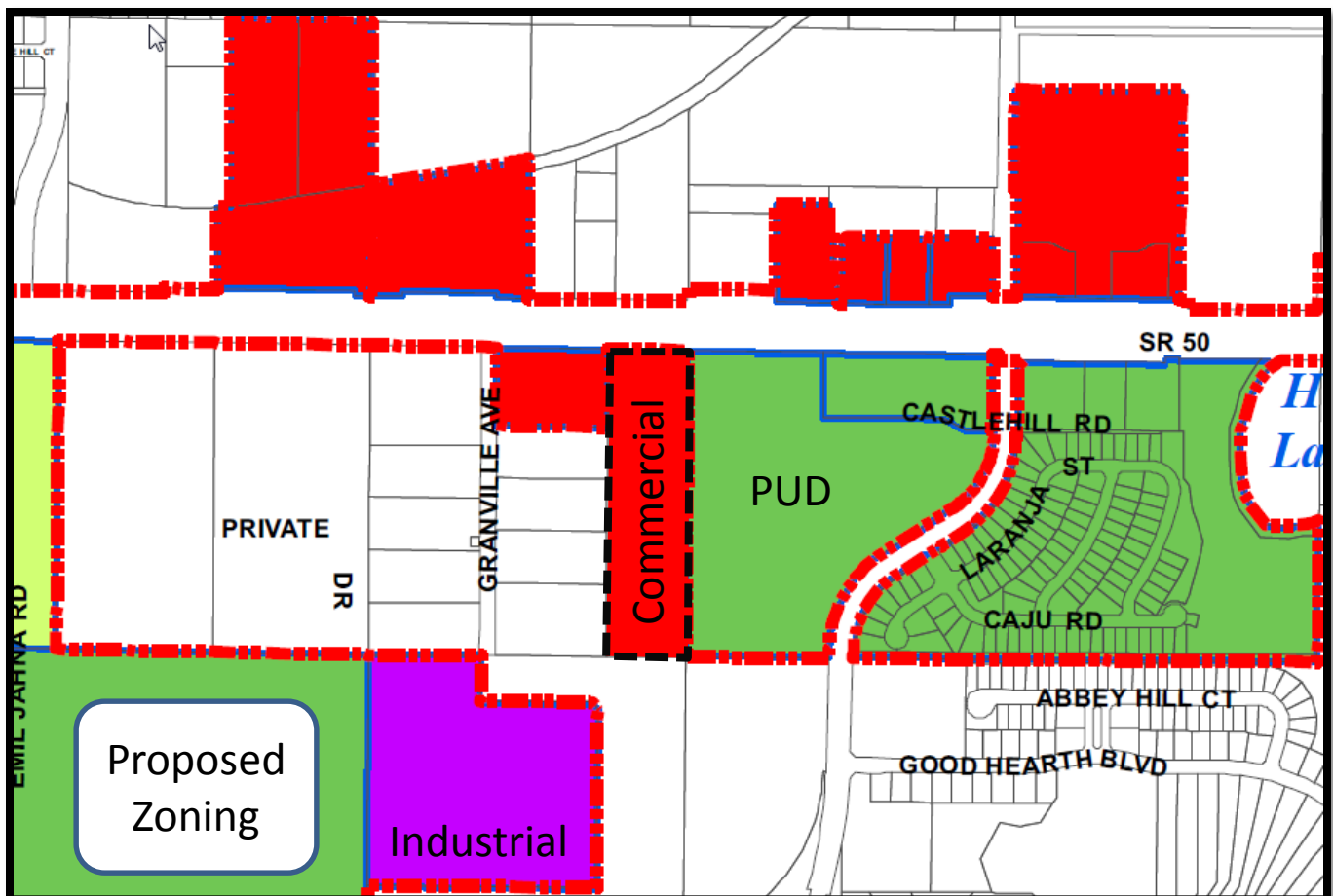
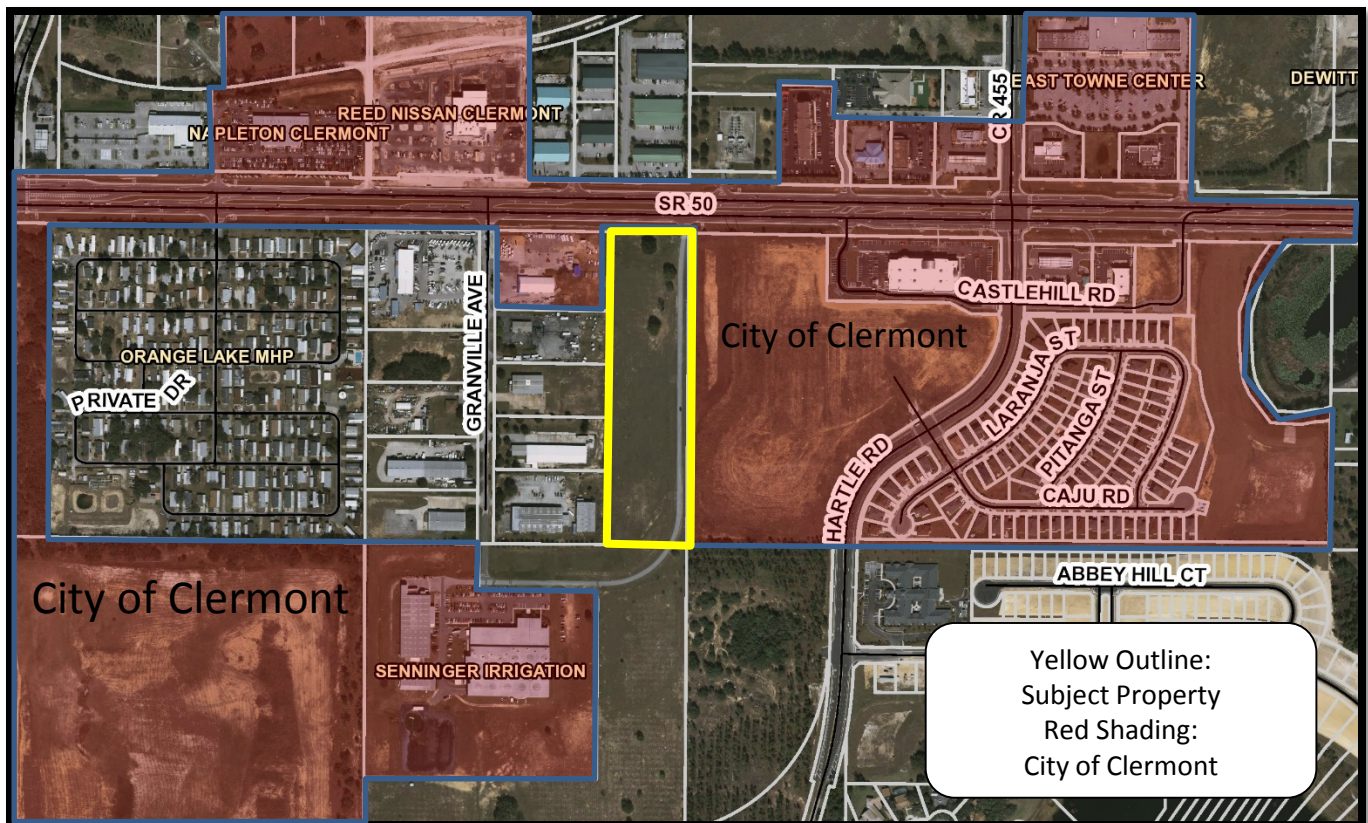
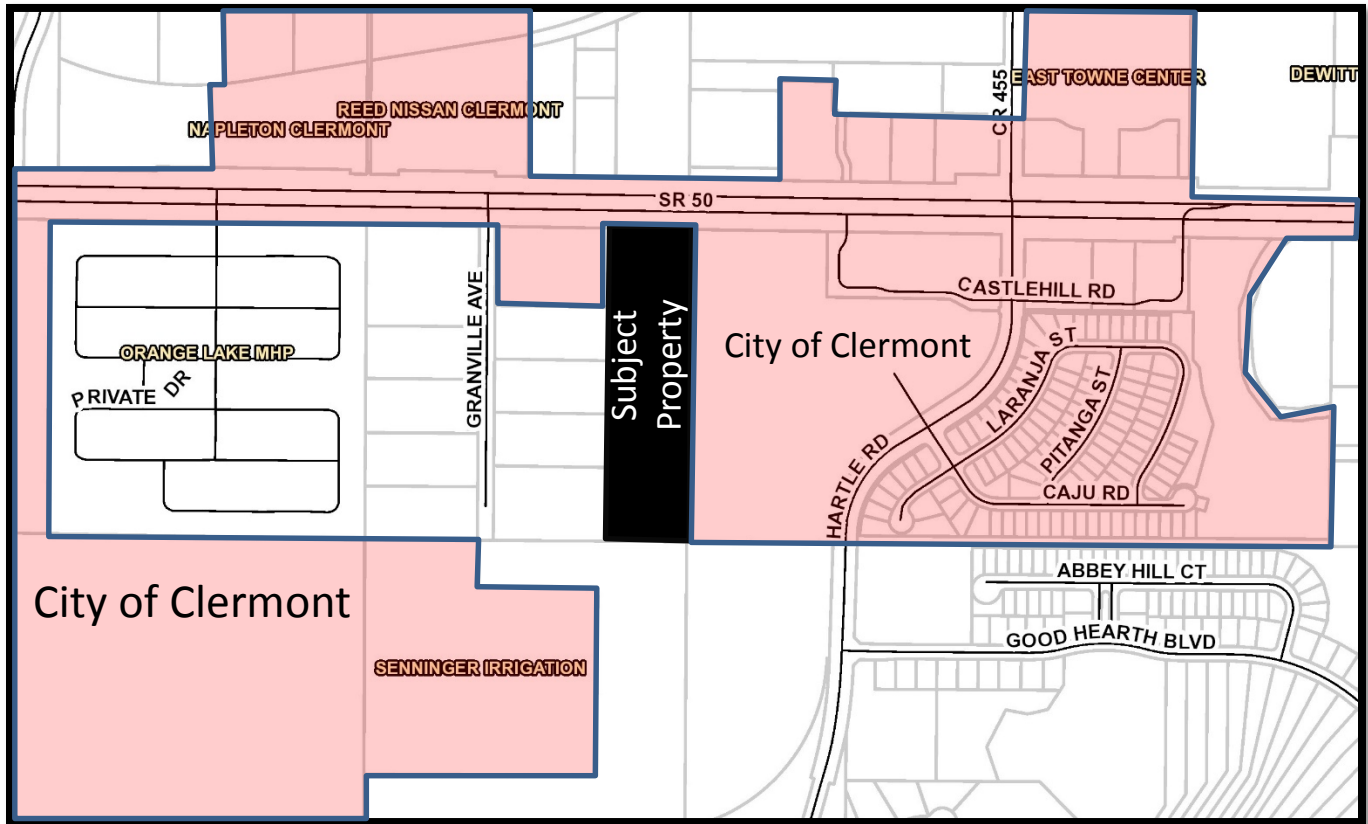


Exhibit - Annexation Map – Tommy's of Clermont





**CITY OF CLERMONT
ANNEXATION
APPLICATION & PETITION**

DATE: December 16, 2016

FEE: \$50.⁰⁰

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

PROJECT NAME (if applicable): Tommy's of Clermont

APPLICANT: MKB Florida Holdings, LLC

Address: 4020 West River Drive NE

City: Comstock Park State: MI Zip: 49321

Phone: 616-540-0447 Fax: _____

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

OWNER: HRP Holdings, Inc.

Address: P.O. Box 120853

City: Clermont State: FL Zip: 34712-0853

Phone: 407-905-8206 Fax: _____

AGENT NAME (Affidavit required): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Property address and/or general location: Southwest Quadrant State Road 50 and Hartle Road,
unincorporated Lake County, FL

Area of property: 9.814 +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: vacant commercial

The property is PROPOSED to be used for: Boat Dealership/Service Center

Existing Lake County Land Use*: Regional Commercial

Existing Lake County Zoning*: Planned Commercial

*** 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 existing

State the reason or basis for this request: Owner desires annexation in order to utilize city utilities for new business.

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

Section 26, Township 22, Range 26

See Attached & Survey

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

**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 9th day of JANUARY, 2017.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

James E. Burks
Landowner (Petitioner)

James Burks, President, HRP Holdings, Inc.

1/9/17
Date

Wendy P. Hoth
Notary Public

5/19/2018
My Commission Expires

Wendy P. Hoth
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF124348
Expires 5/19/2018



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: _____

Before me, the undersigned authority personally appeared _____
_____ (owner(s) name), who being by me duly sworn on
oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
utilization of City of Clermont utilities.

3. That said authority (owner) has appointed (agent's name) _____
_____ 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 James E. Burks
Owner (signature)
James Burks, President, HRP Holdings, Inc.

Sworn to and subscribed before
me this 9th day of January,
20 17.

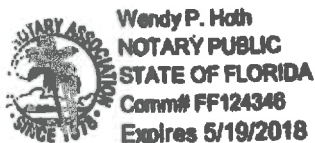
X _____
Agent's (signature)

Sworn to and subscribed before
me this _____ day of _____,
20 ____.

Wendy P. Hath
Notary Public, State of FL
My commission expires: 5/19/2018

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.



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, March 14, 2017 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2017-18

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 AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

A vacant parcel of land lying south of SR 50
approximately 500 feet east of the Granville Ave. and SR 50 intersection.

AK 1118204

LEGAL DESCRIPTION

The East 1/2 of Tracts 23 and 26. Less right of way for State Road #50; and the North 1/2 of Vacated Road per Resolution recorded in O.R. Book 4625, Page 754. in Section 26. Township 22 South. Range 26 East, according to the Plot of Lake Highlands Company, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida.

Containing 9.814 Acres +/-

See Map Below

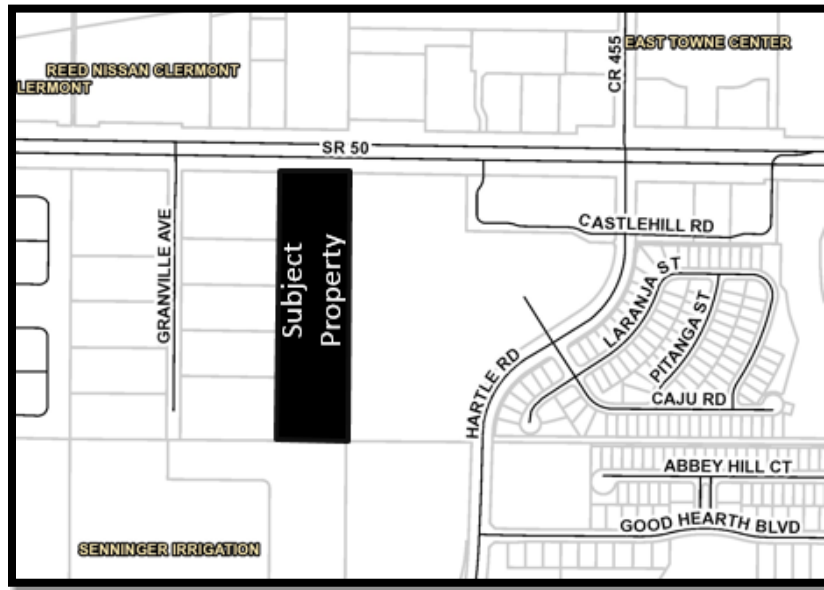
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd Howe, MMC

City Clerk
Daily Commercial
February 21 and 28, 2017

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 14, 2017		
Agenda Item Name		
Ordinance No. 2017-19 <i>Final</i> <i>Tommy's of Clermont Small Scale Comprehensive Plan Amendment</i>		
Requested Action		
Recommend approval of Ordinance 2017-19.		
Staff Report		
The applicant, MKB Florida Holdings, LLC, is requesting a Small Scale Comprehensive Plan Amendment for the subject property. The vacant property is approximately 9.8 +/- acres in size. This request is being heard concurrently with requests for annexation, rezoning and a Conditional Use Permit. The applicant wishes to develop the property and have City services available. The Small Scale Comprehensive Plan Amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. The Commercial designation is supported by the physical characteristics of the site and its location adjacent to State Road 50. The property fronts a major arterial roadway and has existing commercial uses to the north and industrial uses to the west. The City's Commercial designation is very similar to Lake County's Regional Commercial future land use category. Staff recommends approval of the Small Scale Comprehensive Plan Amendment to change the future land use from Lake County Regional Commercial to Commercial in the City. <i>At the February 7, 2017 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the Small Scale Comprehensive Plan Amendment; seconded by Commissioner Carol Thayer. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	CPA Ord. 2017-19.doc	
2. Maps	Tommys of Clermont Maps.pdf	
3. Minutes	P&Z Minutes.pdf	
4. Application	Comp_Plan_Application.pdf	
5. Legal ad	CPA Tommy's legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2017-19

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

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

The East 1/2 of Tracts 23 and 26. Less right of way for State Road #50; and the North 1/2 of Vacated Road per Resolution recorded in O.R. Book 4625, Page 754. in Section 26. Township 22 South. Range 26 East, according to the Plot of Lake Highlands Company, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida.
Containing 9.814 Acres +/-
Alternate Key 1118204

CITY OF CLERMONT
ORDINANCE No. 2017-19

CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM COUNTY REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL

Section 2.

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

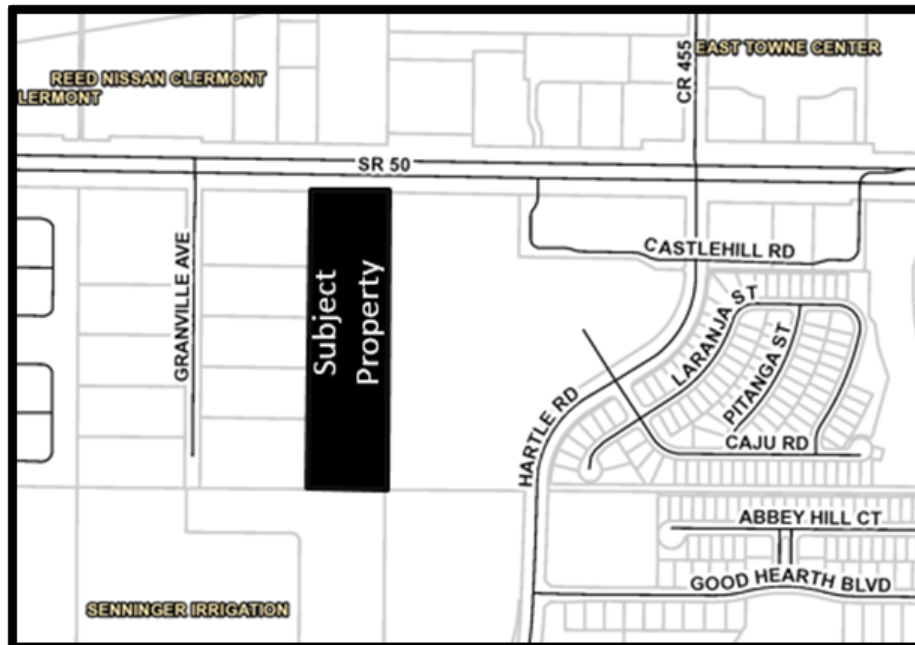
Section 3.

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

Section 4.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-19

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of March, 2017.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Tommy's of Clermont

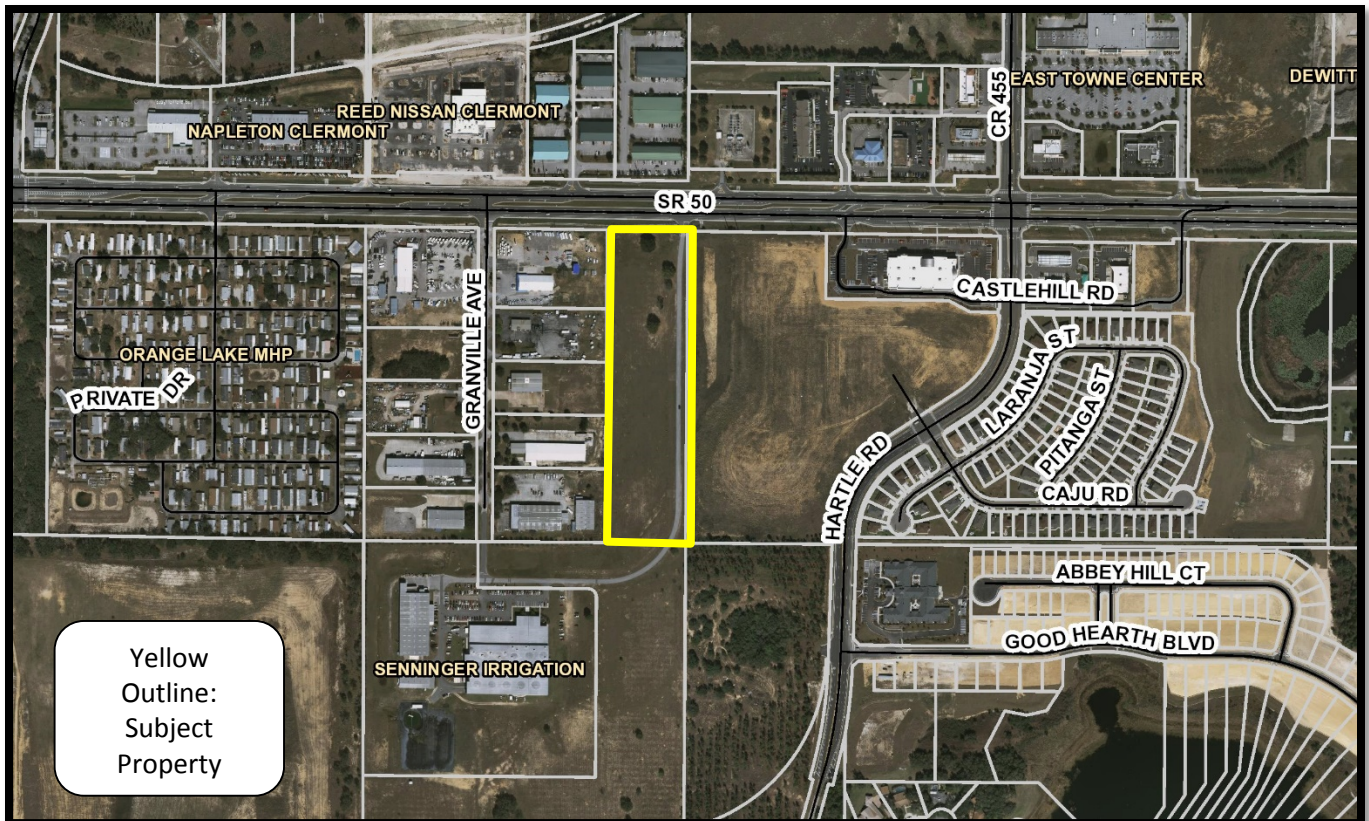
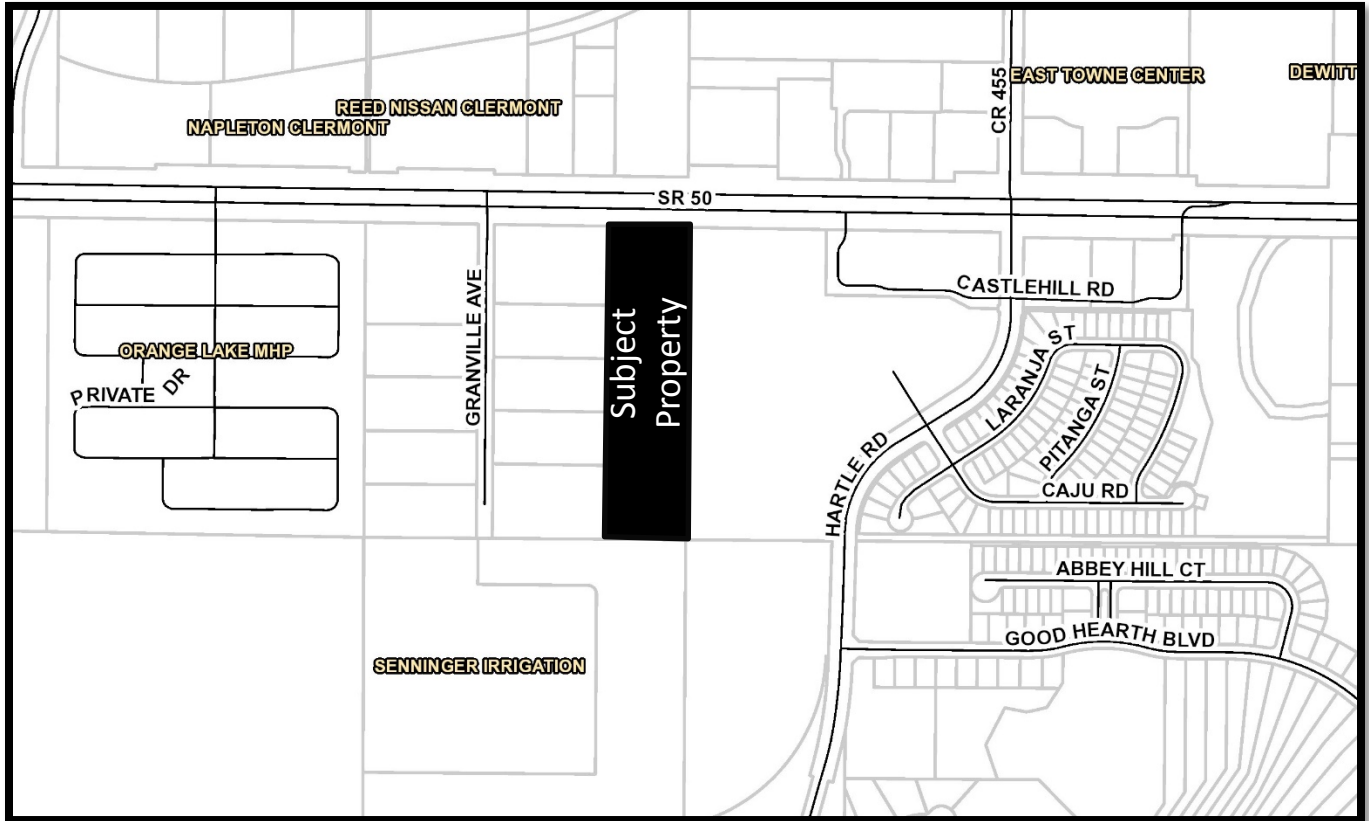


Exhibit – Future Land Use Map – Tommy's of Clermont

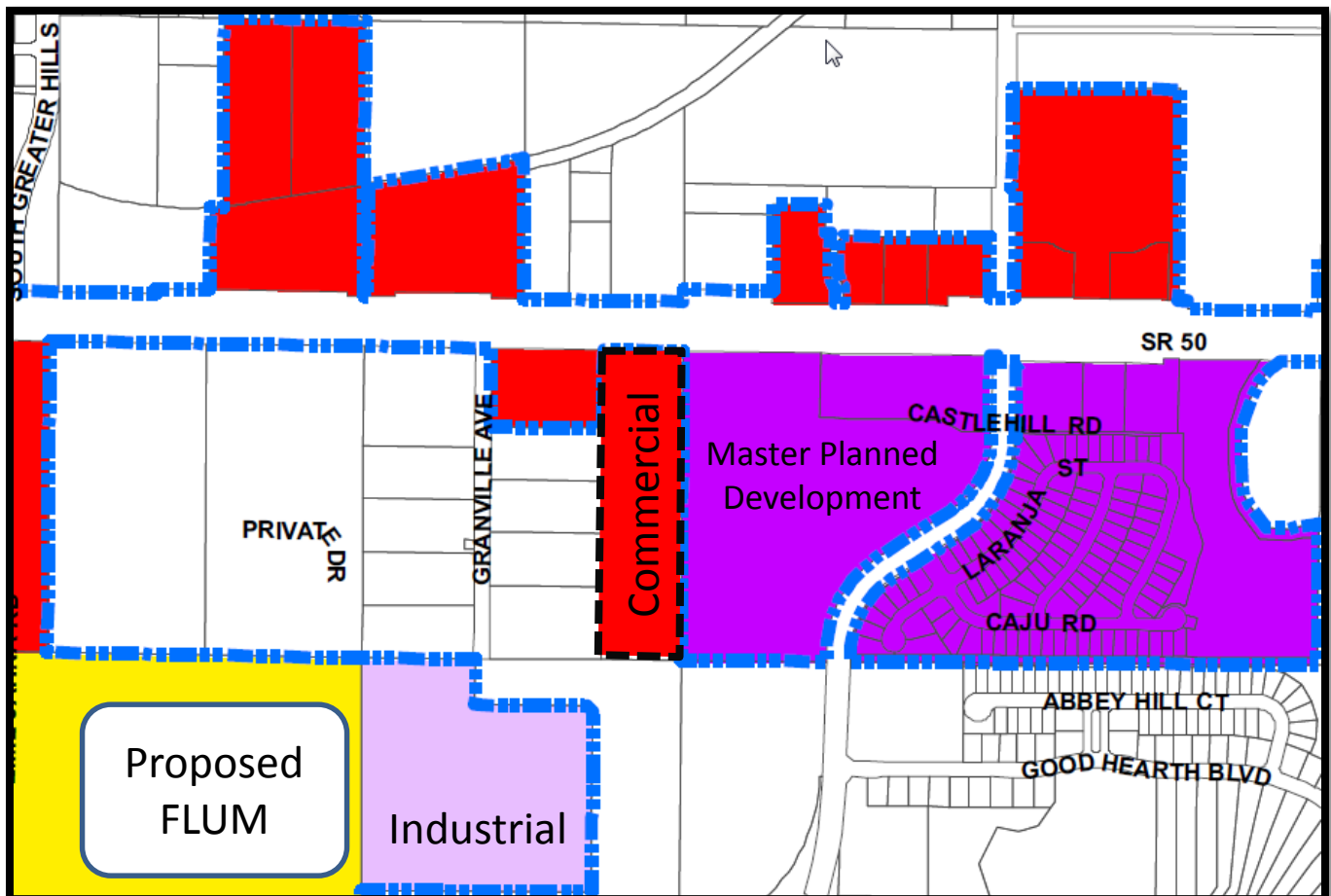
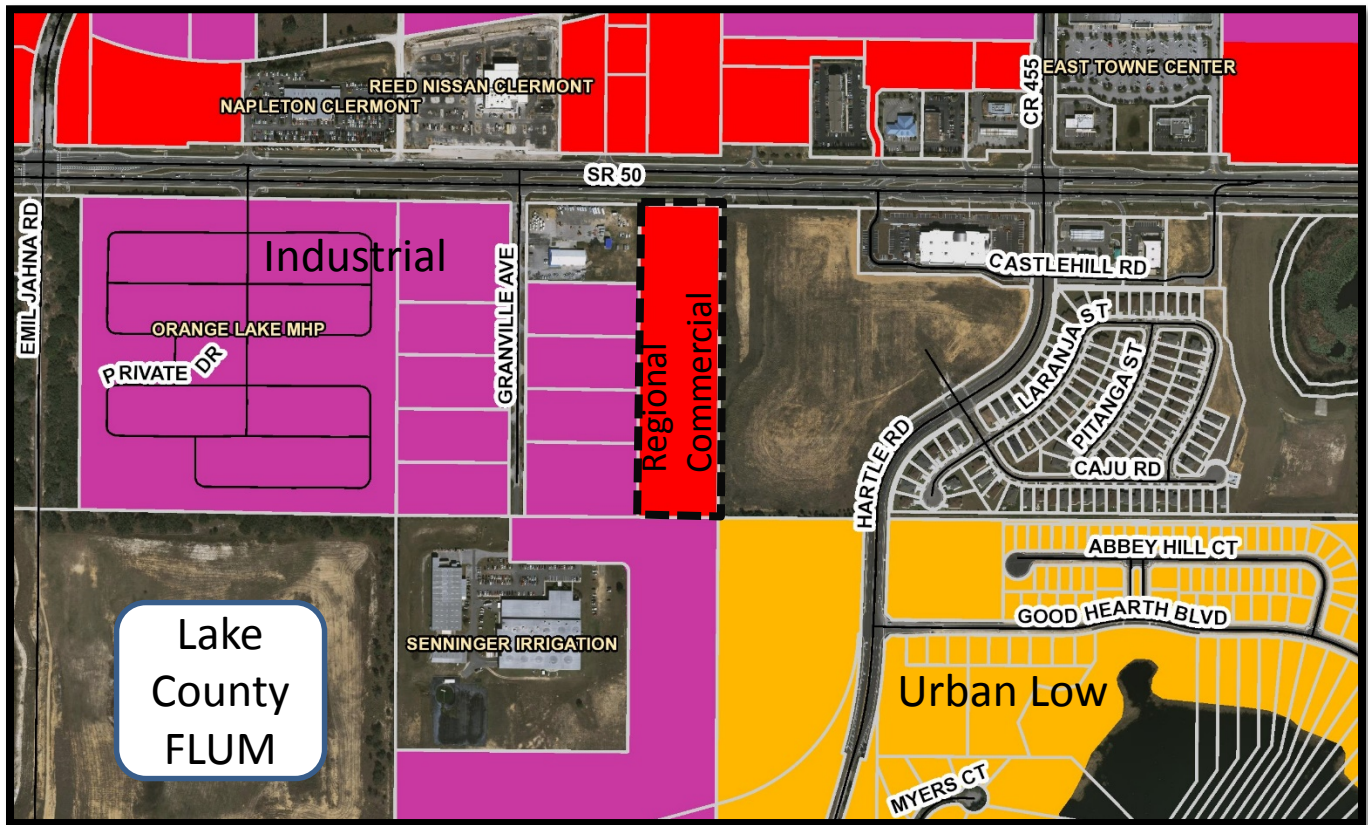


Exhibit – Zoning Map – Tommy's of Clermont

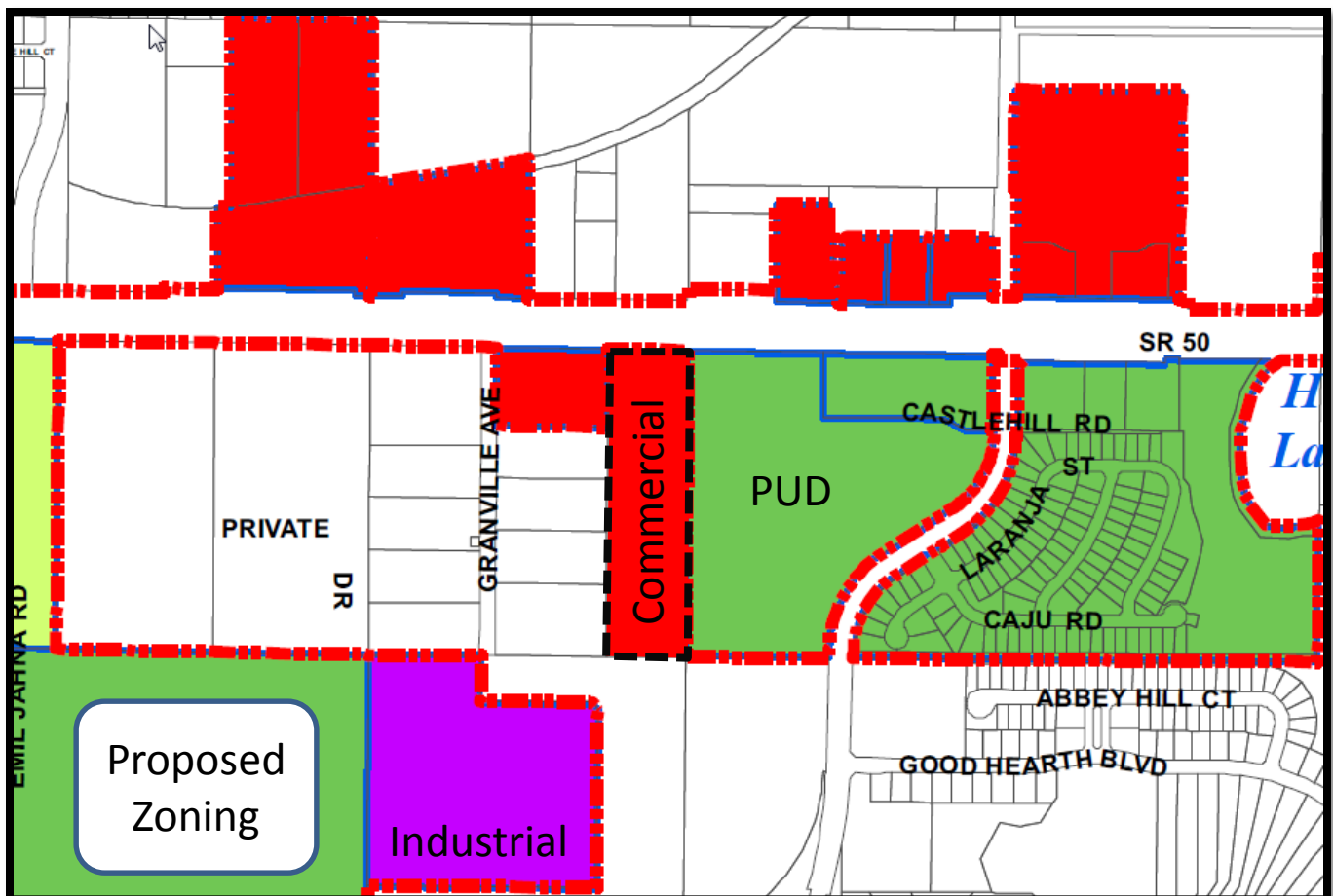
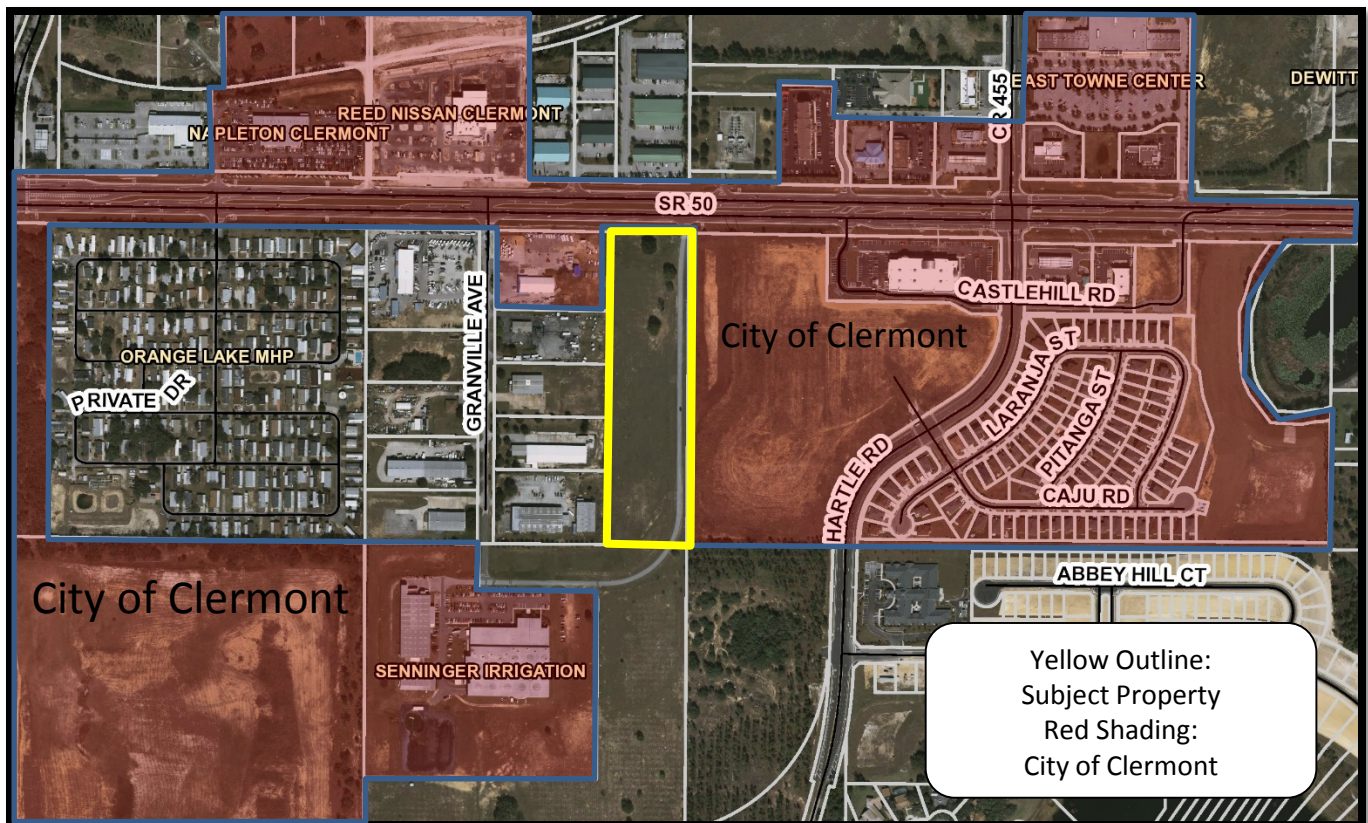
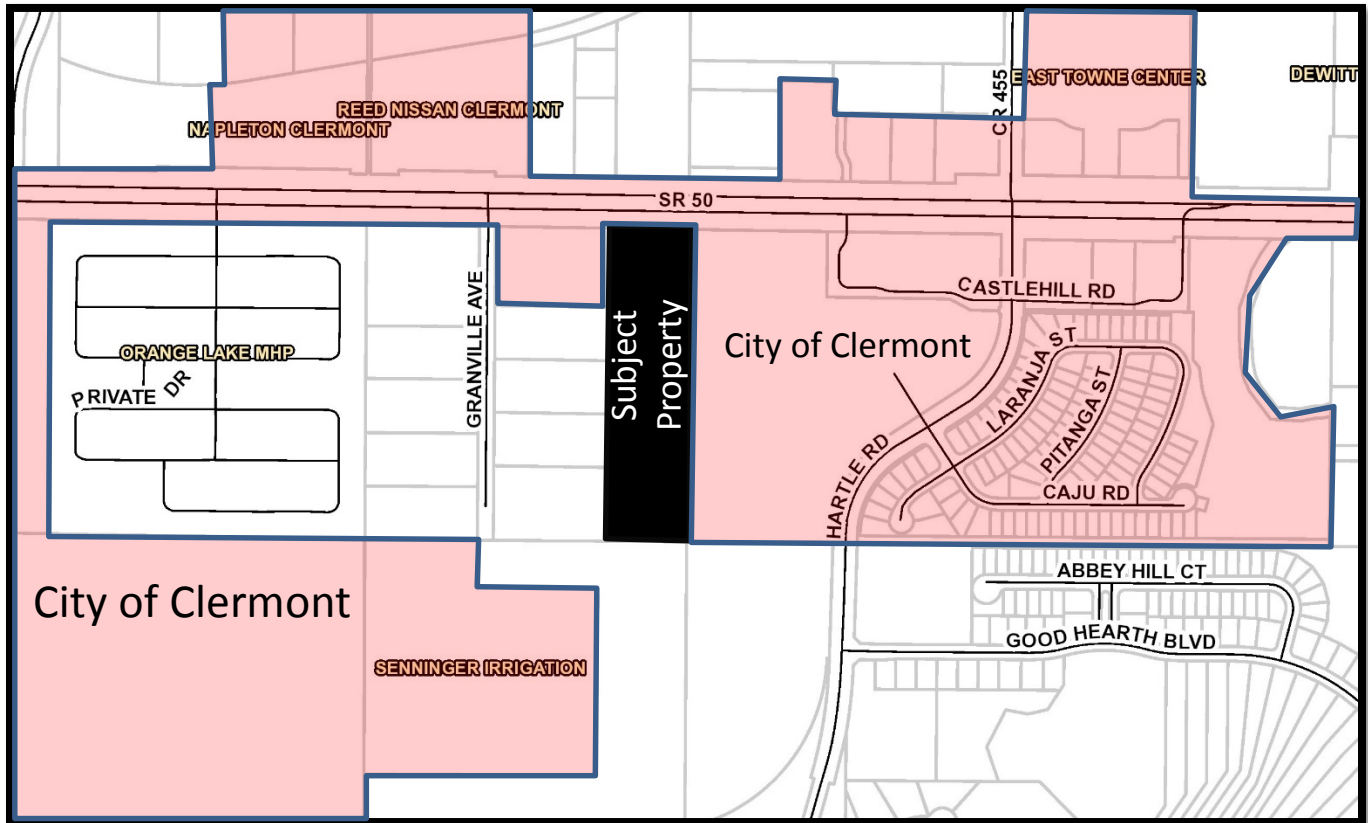


Exhibit - Annexation Map – Tommy's of Clermont



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 8

Mr. Pensa stated that the retaining wall will be a six-foot wall along Anderson Hill Road and would be about three feet tall closer to U.S. Highway 27. He stated that on the rear and western side of the property there will be a double retaining wall.

Commissioner Hubbard asked about acquiring access from Gerber Collision since they already have an entrance on U.S. Highway 27.

Mr. Pensa stated that if each building was developed independently, then FDOT would have to allow access if you could not obtain access from your neighbor.

Chairman Jones stated that his concerns is the loading zone for Commercial F.

Mr. Pensa stated that the loading zone is next to Commercial E. He stated that the idea is that the user for Commercial F will not receive deliveries.

Carole Campbell, 13112 Tamarack Blvd., stated that she lives directly across the road from the proposed development. She stated that she can hear the noises from Walmart and Harley Davidson.

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

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

Commissioner Hubbard moved to recommend approval of the conditional use permit with the elimination of the access to Anderson Hill Road; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

9. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

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

APPLICANT: Tommy's of Clermont/Matt Borisch

10. REQUEST FOR REZONING

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

APPLICANT: Tommy's of Clermont/Matt Borisch

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 9

11. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow for a retail boat dealership and service center with up to 28,000 square feet of building space in the C-2 General Commercial zoning district.

APPLICANT: Tommy's of Clermont/Matt Borisch

Senior Planner Kruse presented the staff report as follows:

The applicant, MKB Florida Holdings, LLC, is requesting a small-scale comprehensive plan amendment for the subject property. The vacant property is approximately 9.8 +/- acres in size. This request is being heard concurrently with requests for annexation, rezoning and a conditional use permit. The applicant wishes to develop the property and have City services available.

The small-scale comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. The Commercial designation is supported by the physical characteristics of the site and its location adjacent to S.R. 50. The property fronts a major arterial roadway and has existing commercial uses to the north and industrial uses to the west. The City's Commercial designation is very similar to Lake County's Regional Commercial future land use category.

Upon annexation, the zoning would default to Urban Estate. The applicant is requesting a change to C-2 General Commercial under Section 122-224 of the land development code. A retail boat dealership and service center are a conditional use in the C-2 General Commercial district.

Staff has reviewed the applicant's proposal and believes commercial uses at this location are compatible with the uses in the area. The property fronts S.R. 50 and has industrial uses to the west and multi-family uses to the east. The adjacent multi-family project has its stormwater system adjacent to this parcel, and the buildings are more than 100 feet from the property line. In addition, the subject property is currently zoned Planned Commercial in Lake County, and the City's C-2 General Commercial is very similar to this use.

The applicant is requesting a conditional use permit for a retail boat dealership and service center with up to 28,000 square feet of building space in the C-2 General Commercial district. The site will be developed to meet the City's architectural standards and land development code. The site shall be developed in substantial accordance with the conceptual master site plan prepared by McCoy & Associates, dated December 2016.

Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City and approval of the rezoning to C-2 General Commercial.

Staff has reviewed the application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the proposed use will comply with the regulations and conditions specified. Therefore, staff

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 10

recommends approval of the request for a retail boat dealership and service center with up to 28,000 square feet of building space in the C-2 zoning district with the conditions contained in Resolution 2017-05.

Attorney Jimmy Crawford stated that he is representing Tommy's of Clermont.

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

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

Commissioner Whitehead moved to recommend approval of the conditional use permit; seconded by Commissioner Thayer. The vote was unanimous to recommend approval.

12. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to Planned Unit Development

APPLICANT: The Shoppes at WaterBrooke/Paul "J.J." Johnson, Jr.

Senior Planner Kruse presented the staff report as follows:

The applicant, UP Fieldgate US Investments – Clermont Hills, LLC, is requesting a rezoning for the subject property that consists of 18.38 acres. The property is south of SR 50 at the intersection of Emil Jahna Road and SR 50. The property has over 1,500 lineal feet of frontage on SR 50. The subject property consists of the existing FDOT stormwater pond and a portion of the applicant's property. If the zoning is approved, the applicant will relocate the existing stormwater pond to the rear of the property. FDOT is aware of the applicant's proposal and has not objected. The applicant is requesting the northern portion of their site along with FDOT's parcel to be rezoned to Planned Unit Development (PUD) for a commercial shopping center consisting of retail and restaurant uses. The proposed uses would be limited to the uses permitted under the C-2 General Commercial zoning.

The applicant is proposing a total building area of 107,000 square feet for the project. The submitted plot plan, as prepared by Thomas L. Knight, P.E. dated 12/31/2016, has several buildings that are greater than 20,000 square feet. The plan has a 42,000 sf building (Retail B), 35,000 sf building (Retail A), 25,000 sf building (Retail C-1/C-2), and a 5,000 sf building (Retail D). Not included in this total is the development that may occur on the 2.58 +/- acre future parcel indicated on the plot plan. The required number of parking spaces have been indicated on plan.

The applicant has identified six waivers to the land development code in order to develop the site. The waivers to be considered are: (1) a reduction in the required number of dumpster pads



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: December 16, 2016

FEE: \$500.00

Project Name (if applicable): Tommy's of Clermont

Applicant: MKB Florida Holdings, LLC

Contact Person: Matt Borisch, Manager

Address: 4020 West River Drive NE

City: Comstock Park

State: MI

Zip: 49321

Phone: 616-540-0447

Fax: _____

E-Mail: matt@steadfastllc.com

OWNER: HRP Holdings, Inc.

Address: P.O. Box 120853

City: Clermont

State: FL

Zip: 34712-0853

Phone: 407-905-8206

Fax: _____

E-Mail: _____

General Location: Southwest Quadrant State Road 50 & Hartle Road, unincorporated Lake County, Florida

Legal Description (include copy of survey): See Attached & Survey

Property size (in acres or square feet): _____

Flood hazard area (yes) _____ and approx. acreage 9.814

(no) X

Existing (Actual) Land Use: Vacant Commercial

Existing Zoning: Planned Commercial

Existing Future Land Use: Regional Commercial

Proposed Future Land Use: Commercial

Type of development proposed: Boat Dealership/Service Center

Proposed density (dwelling units/acre) or intensity: _____

Proposed Zoning District: Commercial

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

Owner desires annexation in order to utilize city utilities for new business.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

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

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

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

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Matthew Borisch

_____, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, 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.
2. That he (she) desires a Future Land Use Amendment from
Lake County _____ to City of Clermont _____ for the
property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Matthew Borisch, Manager

Affiant - Applicant Name (print)

X

MB

Affiant - Applicant Name (signature)

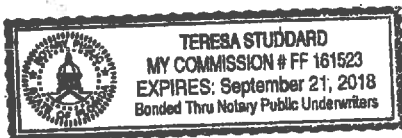
SWORN to and SUBSCRIBED before me by

or personally known by me this 20th day of December, 2016.

X

Notary Public, State of Florida at Large

My Commission Expires: 9/21/2018



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

James Burks, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Lake County to City of Clermont for the property legally described on the attachment of this application.
3. That the owner of said property has appointed _____ to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

James Burks, President HRP Holdings, Inc.
Affiant - Applicant Name (print)

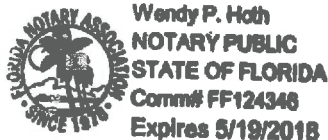
X James Burks
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 9th day of JANUARY, 2017.

X Wendy P. Hoth
Notary Public, State of Florida at Large

My Commission Expires: 5/19/2018



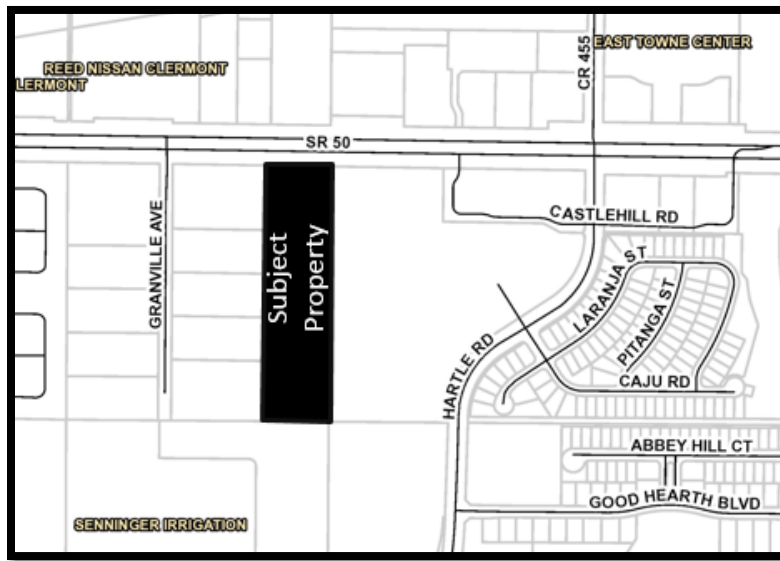
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2017-19

The City of Clermont will hold public hearings on Tuesday, February 7, 2017 at 6:30 p.m. before the Planning and Zoning Commission; and Tuesday, February 14, 2017 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, March 14, 2017 (final reading of the adoption ordinance) at 6:30 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 9.8 +/-acre parcel below from Lake County Regional Commercial to City of Clermont Commercial. Alternate Key 1118204.



Location:
East of Granville Ave. and South of SR 50
Ordinance #2017-19:

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

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 27 and February 28, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, March 14, 2017			
Agenda Item Name			
Ordinance No. 2017-20 <i>Final</i> <i>Tommy's of Clermont Rezoning</i>			
Requested Action			
Recommend approval of Ordinance 2017-20.			
Staff Report			
The applicant, MKB Florida Holdings, LLC, is requesting a rezoning of the subject property. This request is being heard concurrently with requests for annexation, Small Scale Comprehensive Plan Amendment and a Conditional Use Permit. Upon annexation, the zoning would default to Urban Estate. The applicant is requesting a change to C-2 General Commercial in order to develop the 9.8-acre property as a retail boat dealership and service center with up to 28,000 square feet of building space. Under Section 122-224 of the Land Development Code, a retail boat dealership and service center are a conditional use in the C-2 General Commercial district. The applicant has applied for a Conditional Use Permit for the proposed development. Staff has reviewed the applicant's proposal and believes commercial uses at this location are compatible with the uses in the area. The property fronts State Road 50 and has industrial uses to the west and multi-family uses to the east. The adjacent multi-family project has its stormwater system adjacent to this parcel, and the buildings are more than 100 feet from the property line. In addition, the subject property is currently zoned Planned Commercial in Lake County, and the City's C-2 General Commercial is very similar to this use. Staff recommends approval of the rezoning to C-2 General Commercial. <i>At the February 7, 2017 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the rezoning; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval.</i>			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Ordinance	REZ ORD 2017-20.doc	
2.	Maps	Tommys of Clermont Maps.pdf	
3.	Site Plan	Tommy's Conceptual Site Plan w FUTURE EXPANSION.pdf	
4.	Minutes	P&Z Minutes.pdf	

- | | | |
|----|-------------|---------------------------|
| 5. | Application | Rezoning_Application.pdf |
| 6. | Legal ad | REZ Tommy's legal ad.docx |

CITY OF CLERMONT
ORDINANCE No. 2017-20

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

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

SECTION 1:

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

LEGAL DESCRIPTION

The East 1/2 of Tracts 23 and 26. Less right of way for State Road #50; and the North 1/2 of Vacated Road per Resolution recorded in O.R. Book 4625, Page 754. in Section 26. Township 22 South. Range 26 East, according to the Plot of Lake Highlands Company, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida.

Containing 9.814 Acres +/-

Alternate Key 1118204

FROM: Urban Estate
TO: C-2 General Commercial

SECTION 2:

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

SECTION 3:

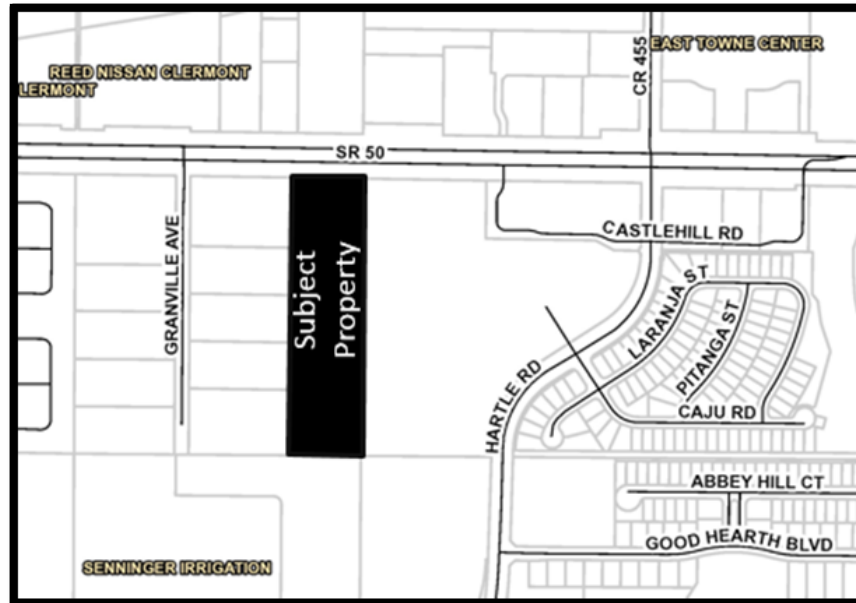
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

SECTION 4:

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

CITY OF CLERMONT
ORDINANCE No. 2017-20

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-20

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 14th day of March, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Tommy's of Clermont

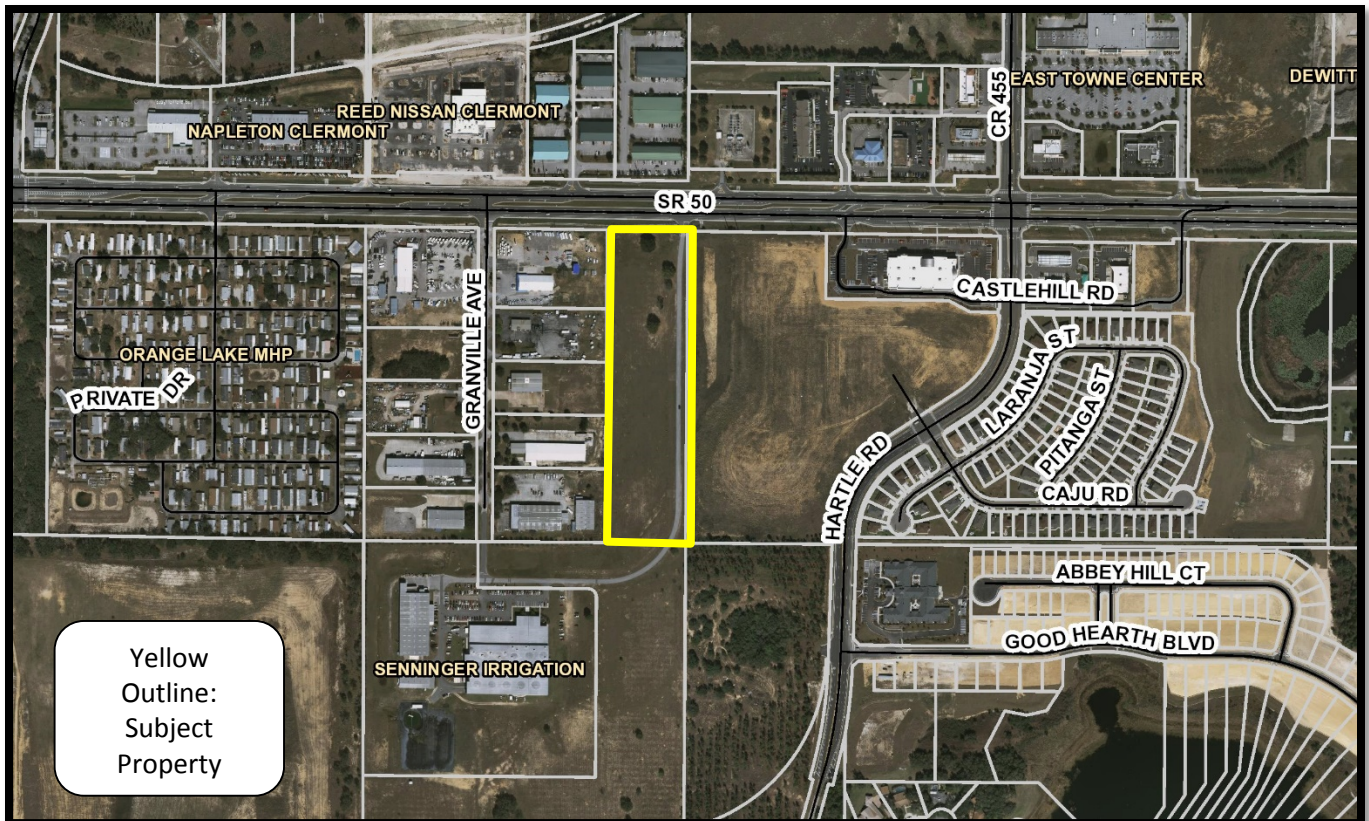
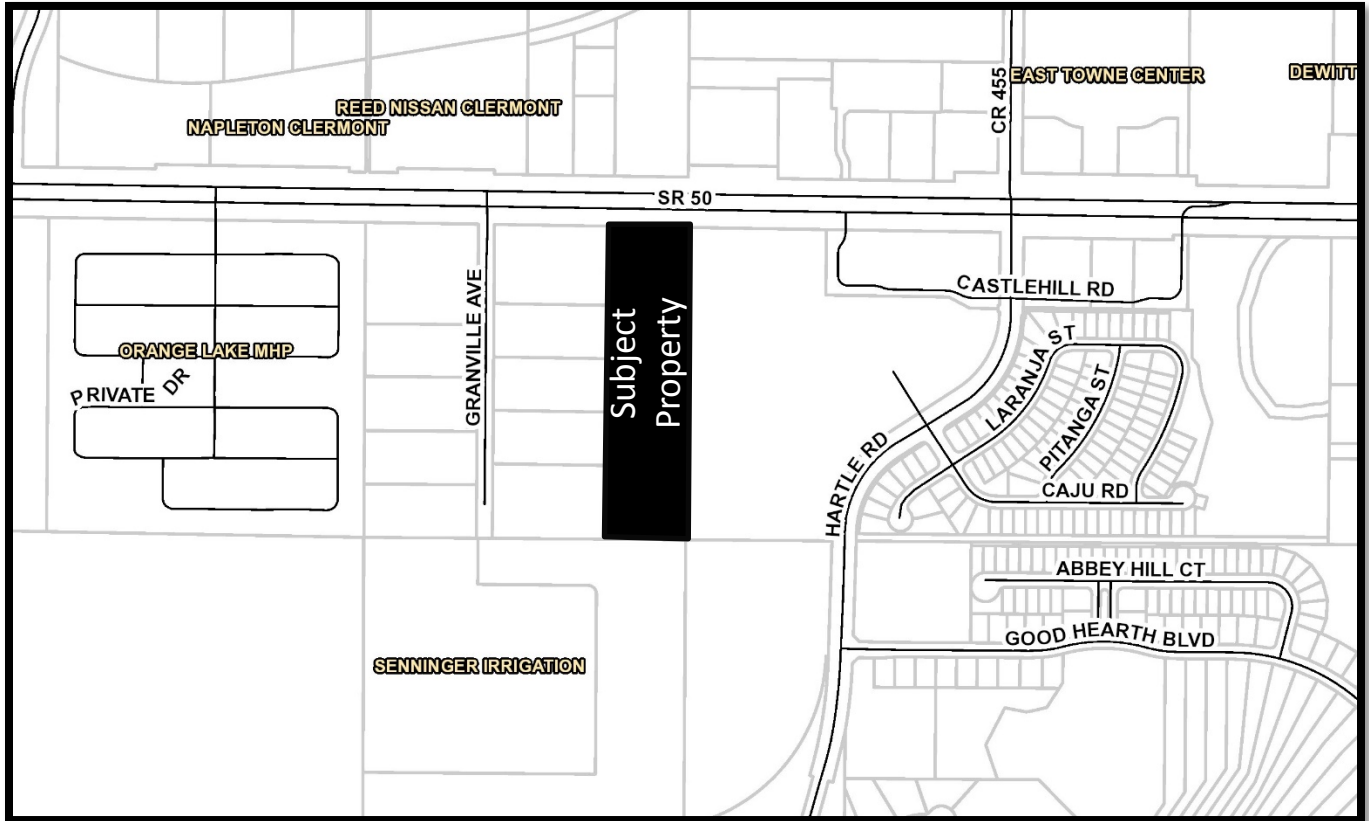


Exhibit – Future Land Use Map – Tommy's of Clermont

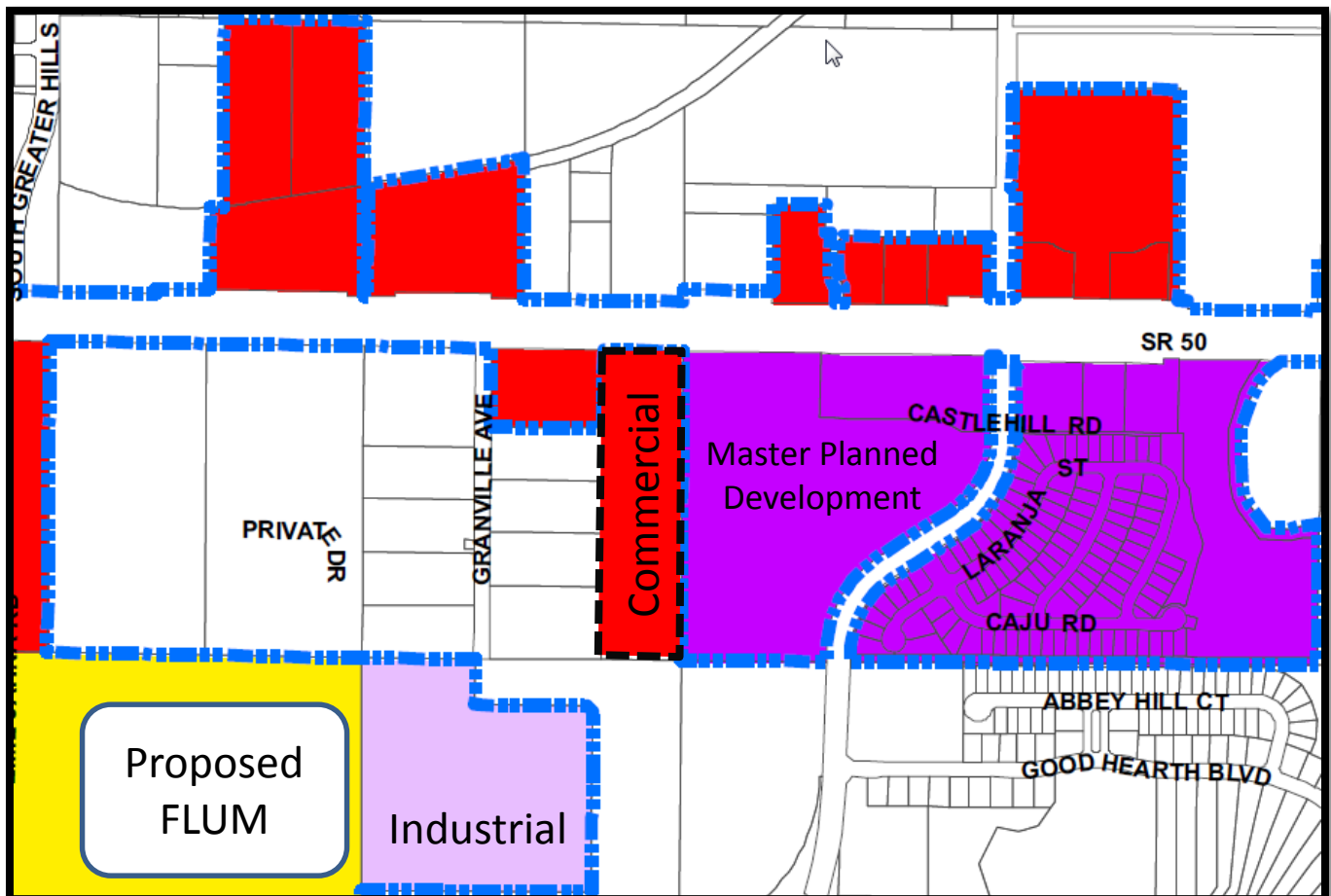
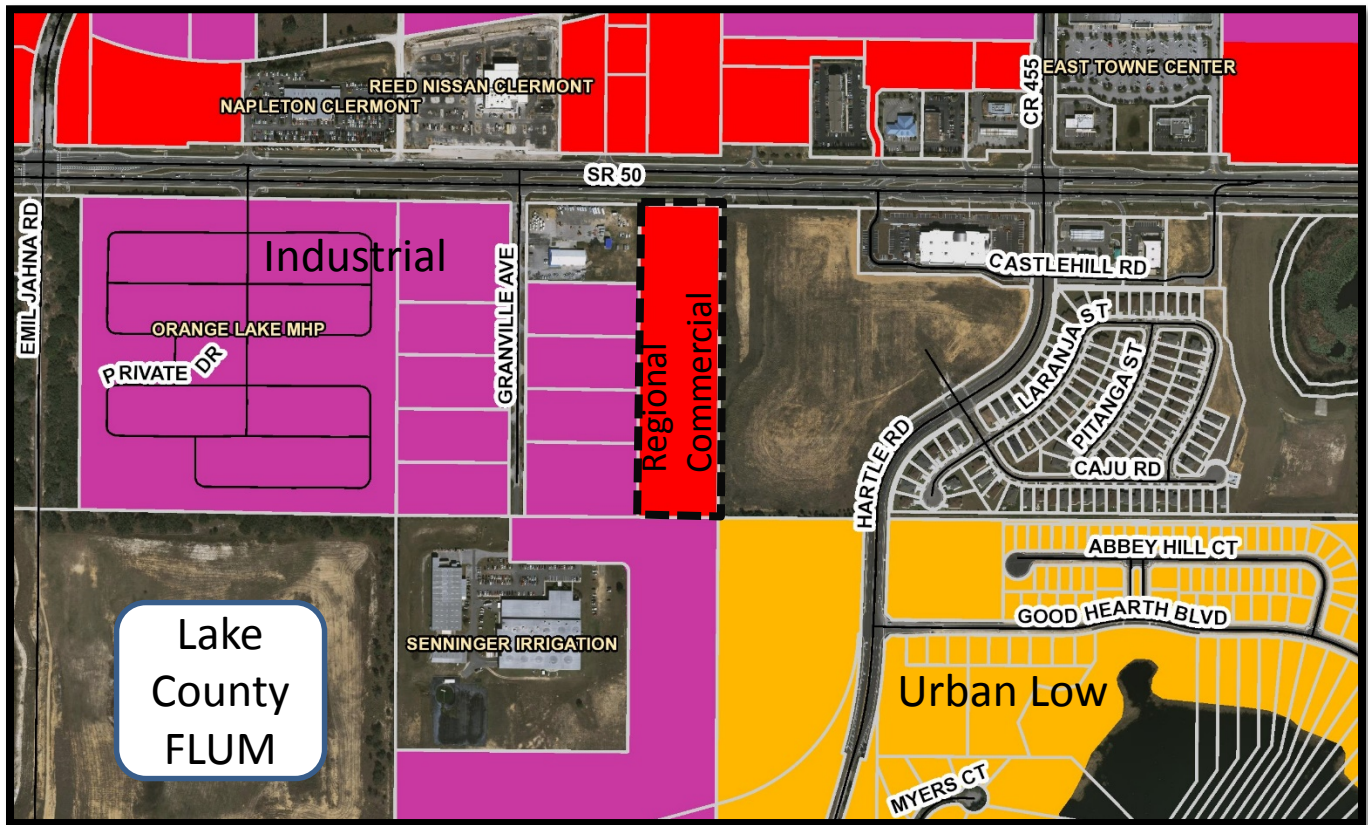
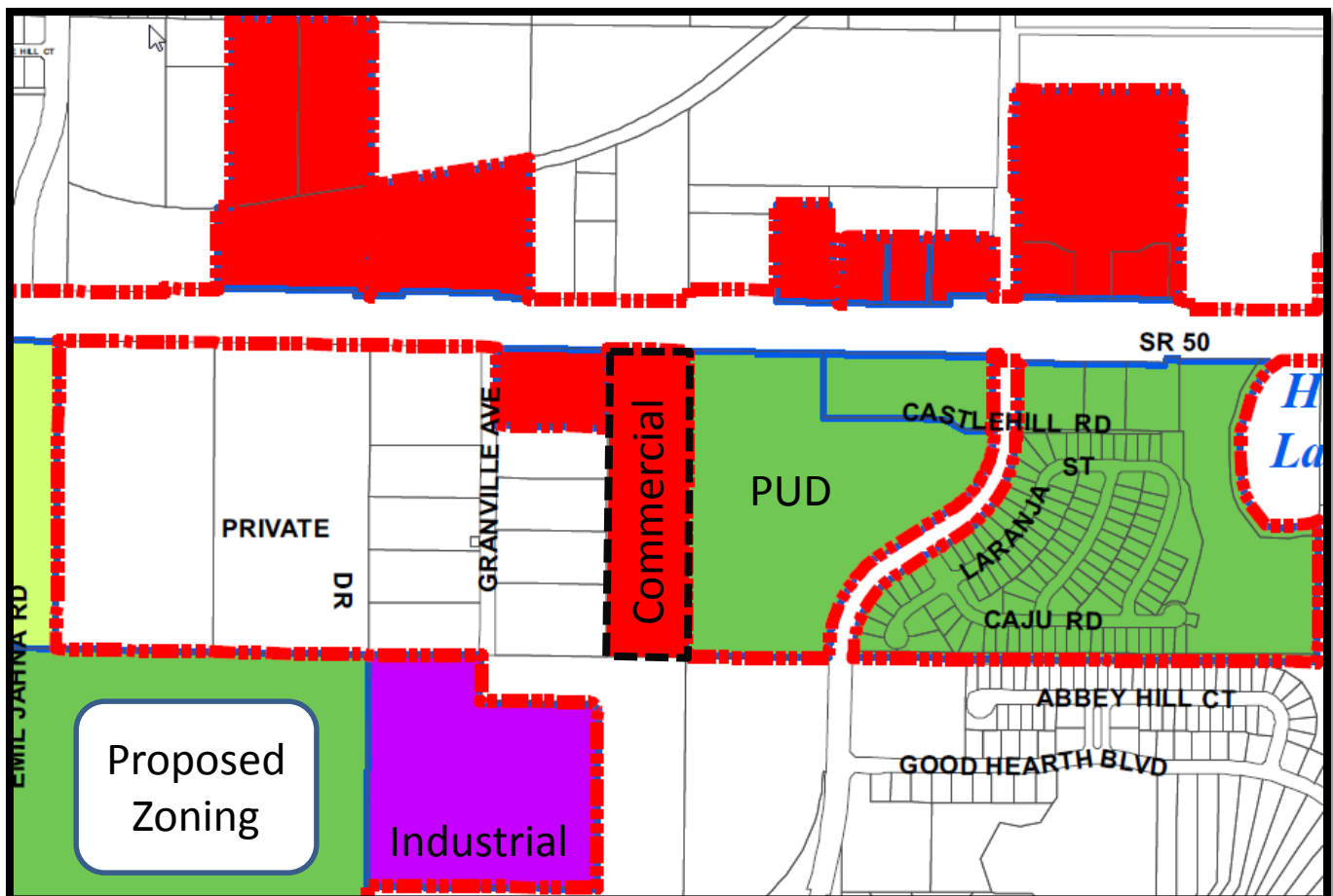


Exhibit – Zoning Map – Tommy's of Clermont



Lake
County
Zoning

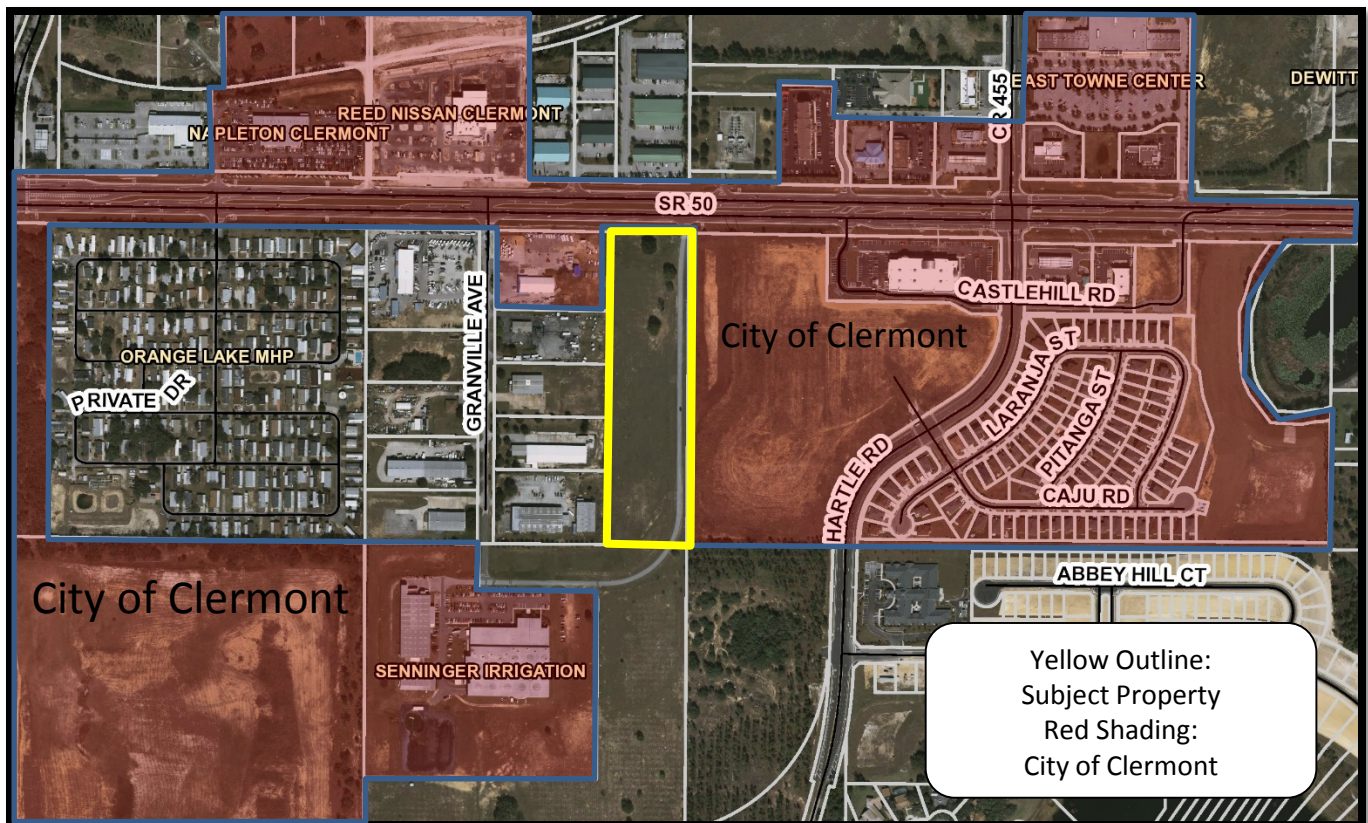
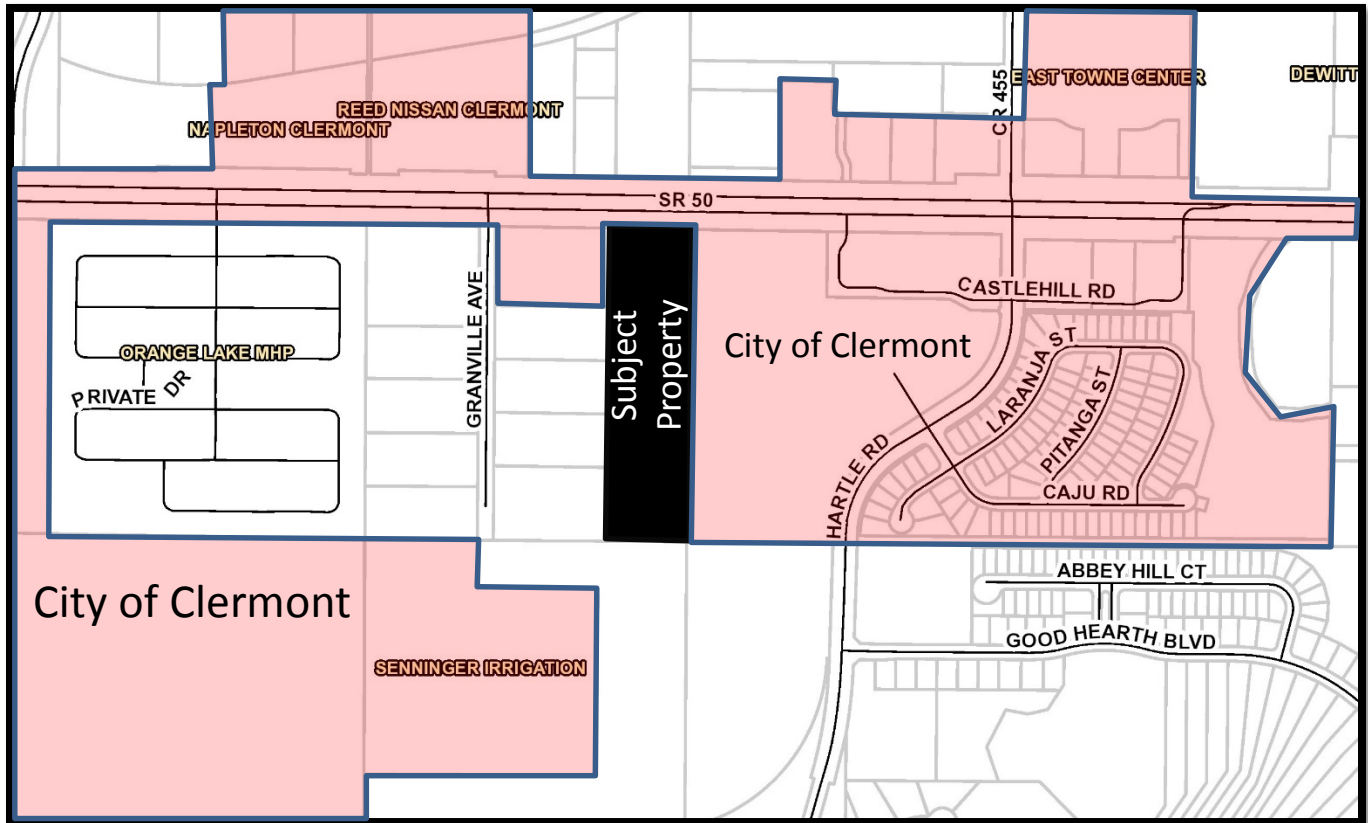


Proposed
Zoning

Industrial

Commercial

Exhibit - Annexation Map – Tommy's of Clermont



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 8

Mr. Pensa stated that the retaining wall will be a six-foot wall along Anderson Hill Road and would be about three feet tall closer to U.S. Highway 27. He stated that on the rear and western side of the property there will be a double retaining wall.

Commissioner Hubbard asked about acquiring access from Gerber Collision since they already have an entrance on U.S. Highway 27.

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Chairman Jones stated that his concerns is the loading zone for Commercial F.

Mr. Pensa stated that the loading zone is next to Commercial E. He stated that the idea is that the user for Commercial F will not receive deliveries.

Carole Campbell, 13112 Tamarack Blvd., stated that she lives directly across the road from the proposed development. She stated that she can hear the noises from Walmart and Harley Davidson.

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

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

Commissioner Hubbard moved to recommend approval of the conditional use permit with the elimination of the access to Anderson Hill Road; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

9. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

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

APPLICANT: Tommy's of Clermont/Matt Borisch

10. REQUEST FOR REZONING

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

APPLICANT: Tommy's of Clermont/Matt Borisch

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 9

11. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow for a retail boat dealership and service center with up to 28,000 square feet of building space in the C-2 General Commercial zoning district.

APPLICANT: Tommy's of Clermont/Matt Borisch

Senior Planner Kruse presented the staff report as follows:

The applicant, MKB Florida Holdings, LLC, is requesting a small-scale comprehensive plan amendment for the subject property. The vacant property is approximately 9.8 +/- acres in size. This request is being heard concurrently with requests for annexation, rezoning and a conditional use permit. The applicant wishes to develop the property and have City services available.

The small-scale comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. The Commercial designation is supported by the physical characteristics of the site and its location adjacent to S.R. 50. The property fronts a major arterial roadway and has existing commercial uses to the north and industrial uses to the west. The City's Commercial designation is very similar to Lake County's Regional Commercial future land use category.

Upon annexation, the zoning would default to Urban Estate. The applicant is requesting a change to C-2 General Commercial under Section 122-224 of the land development code. A retail boat dealership and service center are a conditional use in the C-2 General Commercial district.

Staff has reviewed the applicant's proposal and believes commercial uses at this location are compatible with the uses in the area. The property fronts S.R. 50 and has industrial uses to the west and multi-family uses to the east. The adjacent multi-family project has its stormwater system adjacent to this parcel, and the buildings are more than 100 feet from the property line. In addition, the subject property is currently zoned Planned Commercial in Lake County, and the City's C-2 General Commercial is very similar to this use.

The applicant is requesting a conditional use permit for a retail boat dealership and service center with up to 28,000 square feet of building space in the C-2 General Commercial district. The site will be developed to meet the City's architectural standards and land development code. The site shall be developed in substantial accordance with the conceptual master site plan prepared by McCoy & Associates, dated December 2016.

Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City and approval of the rezoning to C-2 General Commercial.

Staff has reviewed the application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the proposed use will comply with the regulations and conditions specified. Therefore, staff

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 10

recommends approval of the request for a retail boat dealership and service center with up to 28,000 square feet of building space in the C-2 zoning district with the conditions contained in Resolution 2017-05.

Attorney Jimmy Crawford stated that he is representing Tommy's of Clermont.

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

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

Commissioner Whitehead moved to recommend approval of the conditional use permit; seconded by Commissioner Thayer. The vote was unanimous to recommend approval.

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REQUEST: To change the zoning from UE Urban Estate to Planned Unit Development

APPLICANT: The Shoppes at WaterBrooke/Paul "J.J." Johnson, Jr.

Senior Planner Kruse presented the staff report as follows:

The applicant, UP Fieldgate US Investments – Clermont Hills, LLC, is requesting a rezoning for the subject property that consists of 18.38 acres. The property is south of SR 50 at the intersection of Emil Jahna Road and SR 50. The property has over 1,500 lineal feet of frontage on SR 50. The subject property consists of the existing FDOT stormwater pond and a portion of the applicant's property. If the zoning is approved, the applicant will relocate the existing stormwater pond to the rear of the property. FDOT is aware of the applicant's proposal and has not objected. The applicant is requesting the northern portion of their site along with FDOT's parcel to be rezoned to Planned Unit Development (PUD) for a commercial shopping center consisting of retail and restaurant uses. The proposed uses would be limited to the uses permitted under the C-2 General Commercial zoning.

The applicant is proposing a total building area of 107,000 square feet for the project. The submitted plot plan, as prepared by Thomas L. Knight, P.E. dated 12/31/2016, has several buildings that are greater than 20,000 square feet. The plan has a 42,000 sf building (Retail B), 35,000 sf building (Retail A), 25,000 sf building (Retail C-1/C-2), and a 5,000 sf building (Retail D). Not included in this total is the development that may occur on the 2.58 +/- acre future parcel indicated on the plot plan. The required number of parking spaces have been indicated on plan.

The applicant has identified six waivers to the land development code in order to develop the site. The waivers to be considered are: (1) a reduction in the required number of dumpster pads



CITY OF CLERMONT
REZONING
APPLICATION

DATE: December 16, 2016

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): Tommy's of Clermont

APPLICANT: MKB Florida Holdings, LLC

CONTACT PERSON: Matt Borisch, Manager

Address: 4020 West River Drive NE

City: Comstock Park

State: MI

Zip: 49321

Phone: 616-540-0447

Fax: _____

E-Mail: matt@steadfastllc.com

OWNER: HRP Holdings, Inc.

Address: P.O. Box 120853

City: Clermont

State: FL

Zip: 34712-0853

Phone: 407-905-8206

Fax: _____

Address of Subject Property: SWQ SR 50 and Hartle Road, unincorporated Lake Co., FL

Legal Description (include copy of survey): See Attached & Survey

Acreage: 9.814 acres

Land Use: Regional Commercial

(City verification required)

Present Zoning: Planned Commercial

(City verification required)

Proposed Zoning: C-2, General Commercial

CITY OF CLERMONT
REZONING
APPLICATION
Page 2

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

What are you proposing to do that would require a rezoning?

Annexation from Lake County in order to utilize city utilities for new business.

Matthew Borisch, Manager

Applicant Name (print)

x MB
Applicant Name (signature)

James Burks, President HRP Holdings, Inc.

Owner Name (print)

x James E. Burks
Owner Name (signature)

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

LEGAL NOTICE

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

ORDINANCE NO. 2017-20

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

LOCATION

A vacant parcel of land lying south of SR 50
approximately 500 feet east of the Granville Ave. and SR 50 intersection.
AK 1118204

LEGAL DESCRIPTION

The East 1/2 of Tracts 23 and 26. Less right of way for State Road #50; and the North ½ of Vacated Road per Resolution recorded in O.R. Book 4625, Page 754. in Section 26. Township 22 South. Range 26 East, according to the Plat of Lake Highlands Company, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida.

Containing 9. 814 +/- Acres

FROM Urban Estate

TO City of Clermont C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, February 7, 2017 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, March 14, 2017 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial

January 31 and February 28, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 14, 2017		
Agenda Item Name		
Resolution No. 2017-05 <i>Tommy's of Clermont Conditional Use Permit</i>		
Requested Action		
Recommend approval of Resolution 2017-05.		
Staff Report		
The applicant, MKB Florida Holdings, LLC, is requesting a Conditional Use Permit for a retail boat dealership and service center with up to 28,000 square feet of building space in the C-2 General Commercial district. This use is only permitted through a Conditional Use Permit. The site will be developed to meet the City's architectural standards and Land Development Code. The 9.8-acre site shall be developed in substantial accordance with the conceptual master site plan prepared by McCoy & Associates, dated December 2016. Staff has reviewed the application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the request for a retail boat dealership and service center with up to 28,000 square feet of building space in the C-2 zoning district with the conditions contained in Resolution 2017-05. <i>At the February 7, 2017 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the Conditional Use Permit; seconded by Commissioner Carol Thayer. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution	CUP RES 2017-05.docx	
2. Maps	Tommys of Clermont Maps.pdf	
3. Minutes	P&Z Minutes.pdf	
4. CUP Application	CUP_App__Instructions.pdf	
5. CUP Legal Ad	CUP Tommy's legal Ad.docx	

**CITY OF CLERMONT
RESOLUTION NO. 2017-05**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A BOAT DEALERSHIP/SERVICE CENTER IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held February 7, 2017 recommended approval of this Conditional Use Permit to allow for a boat dealership/service center with up to 28,000 square feet of building space in the C-2 General Commercial zoning district, at the following location:

LOCATION:

A vacant parcel of land lying south of State Road 50
approximately 500 feet east of the Granville Avenue and State Road 50 intersection.
AK 1118204

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location;

WHEREAS, the applicant has applied for a Conditional Use Permit for a boat dealership/service center;

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

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

This application for a Conditional Use Permit to allow for a boat dealership/service center in the C-2 General Commercial zoning district; be granted subject to the following conditions:

Section 1- General Conditions

1. This Resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each and every condition herein set out.

CITY OF CLERMONT
RESOLUTION NO. 2017-05

2. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
5. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
6. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
7. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
8. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
9. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
11. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.

CITY OF CLERMONT
RESOLUTION NO. 2017-05

Section 2 - Land Use

1. This permit is for a boat dealership and service center not to exceed 28,000 square feet of building area. An outside boat storage yard south of the proposed building is also permitted with the proper buffering.
2. The property shall be developed in substantial accordance with the Conceptual Master Site Plan as prepared by McCoy & Associates, dated December 2016. Construction plans incorporating all conditions of this permit shall be submitted for review and approval by City staff prior to authorization and issuance of a development permit. The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan.
3. The site may also be used for any permitted use in the C-2 General Commercial zoning district.

CITY OF CLERMONT
RESOLUTION NO. 2017-05

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of March, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Tommy's of Clermont

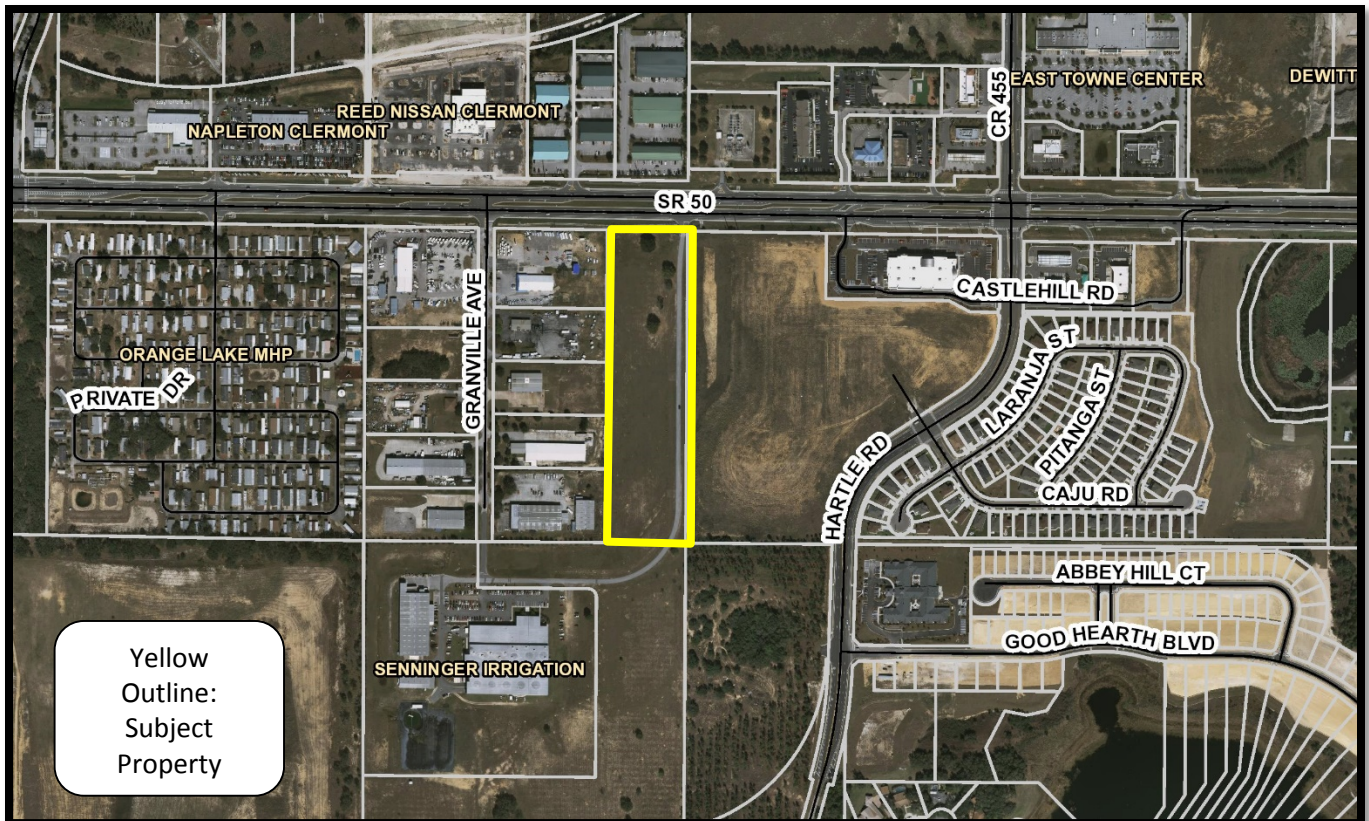
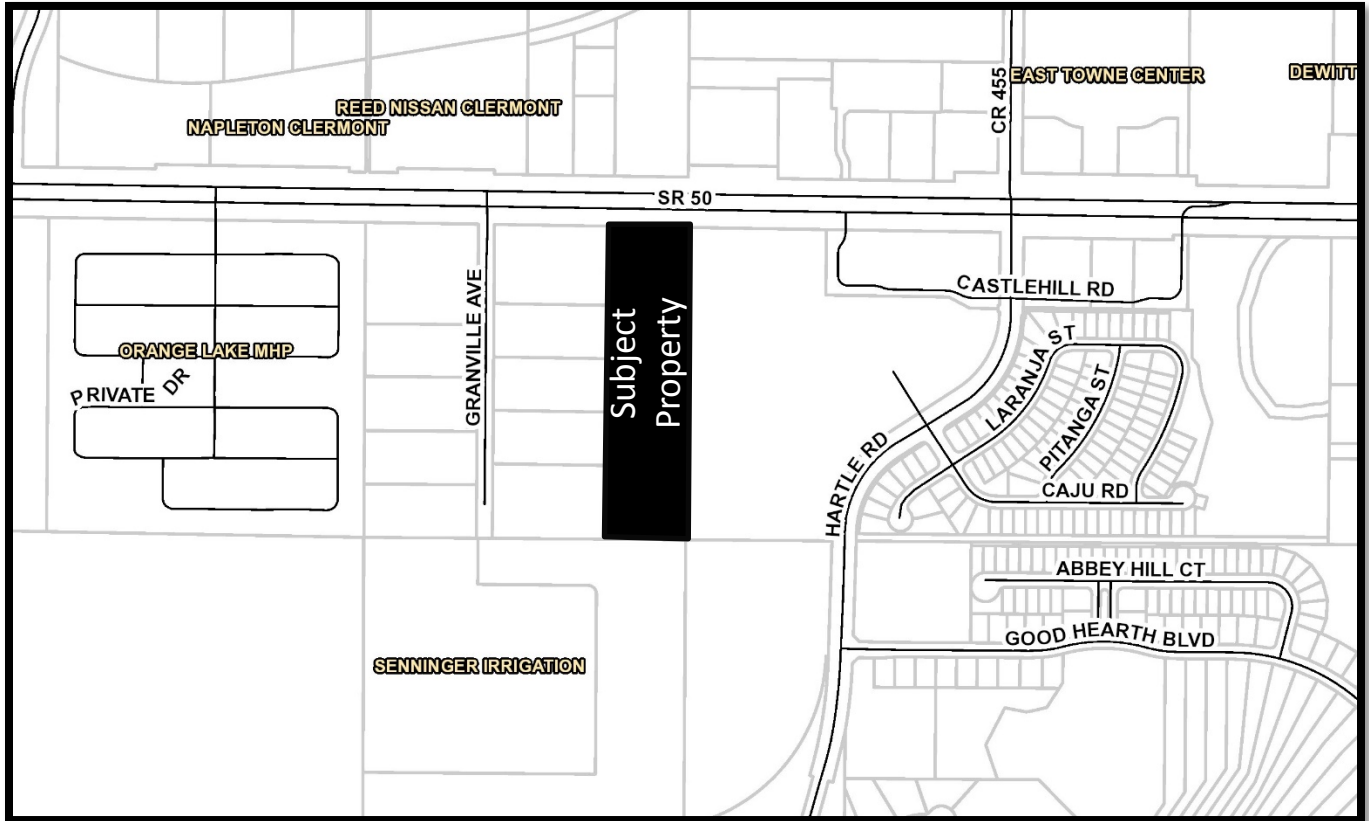


Exhibit – Future Land Use Map – Tommy's of Clermont

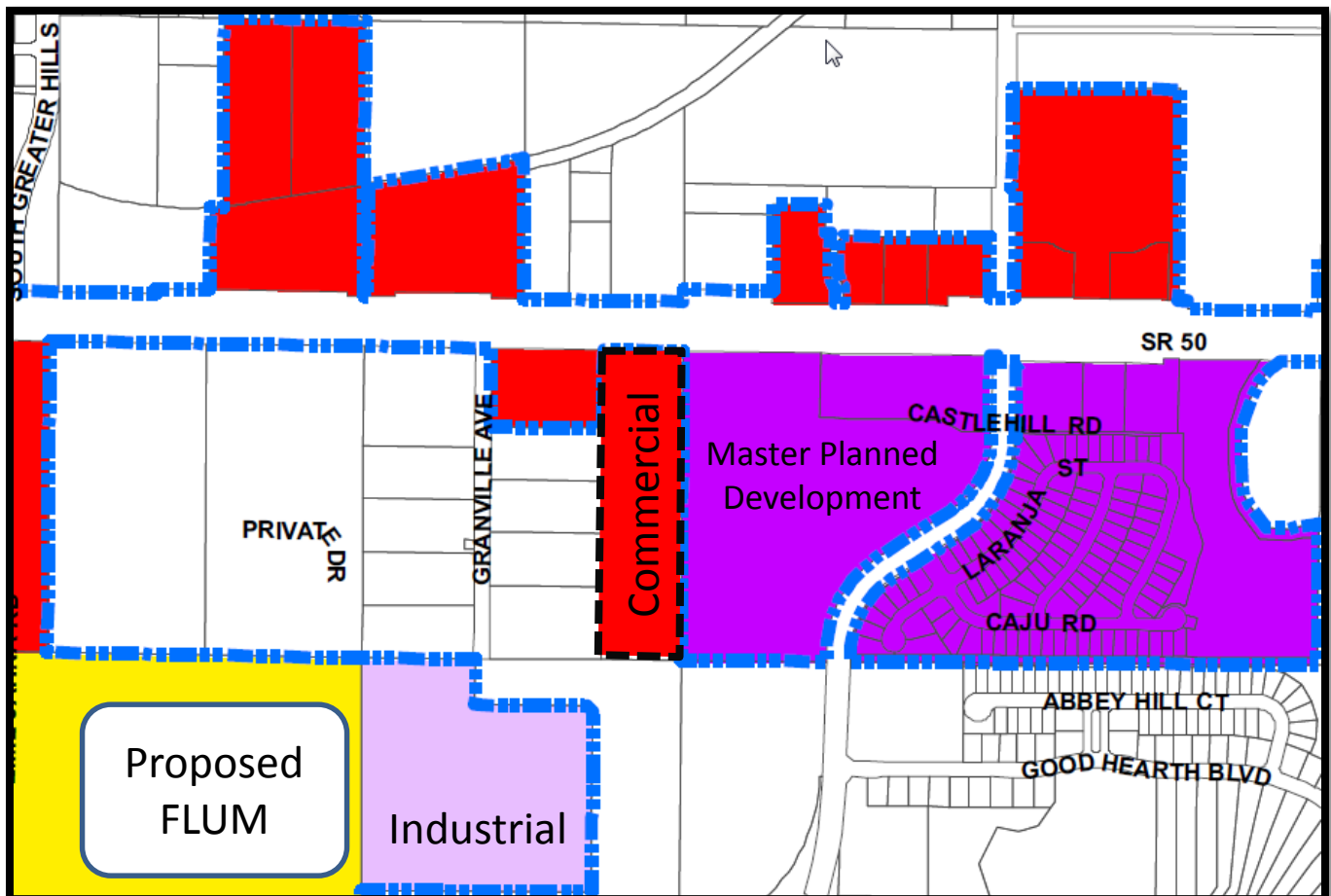
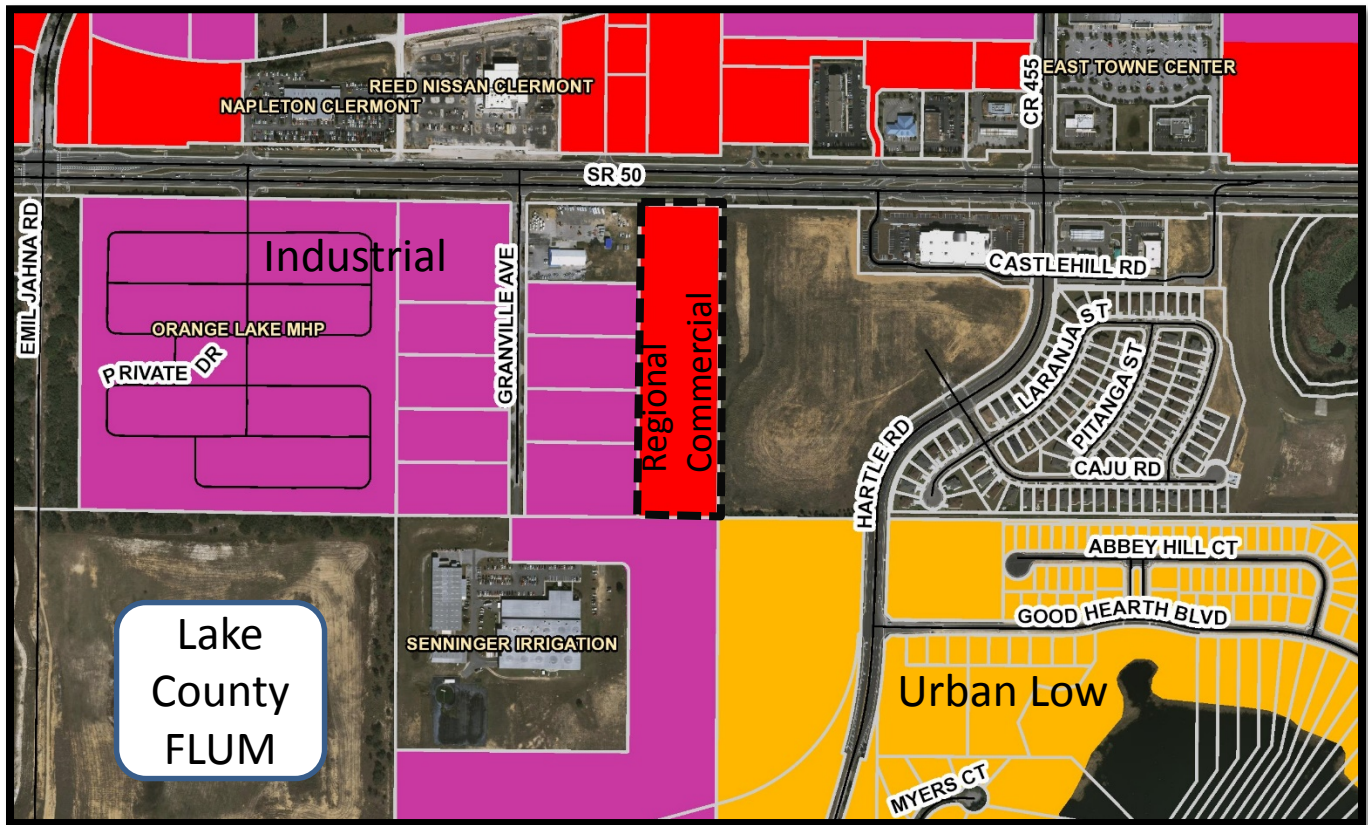


Exhibit – Zoning Map – Tommy's of Clermont

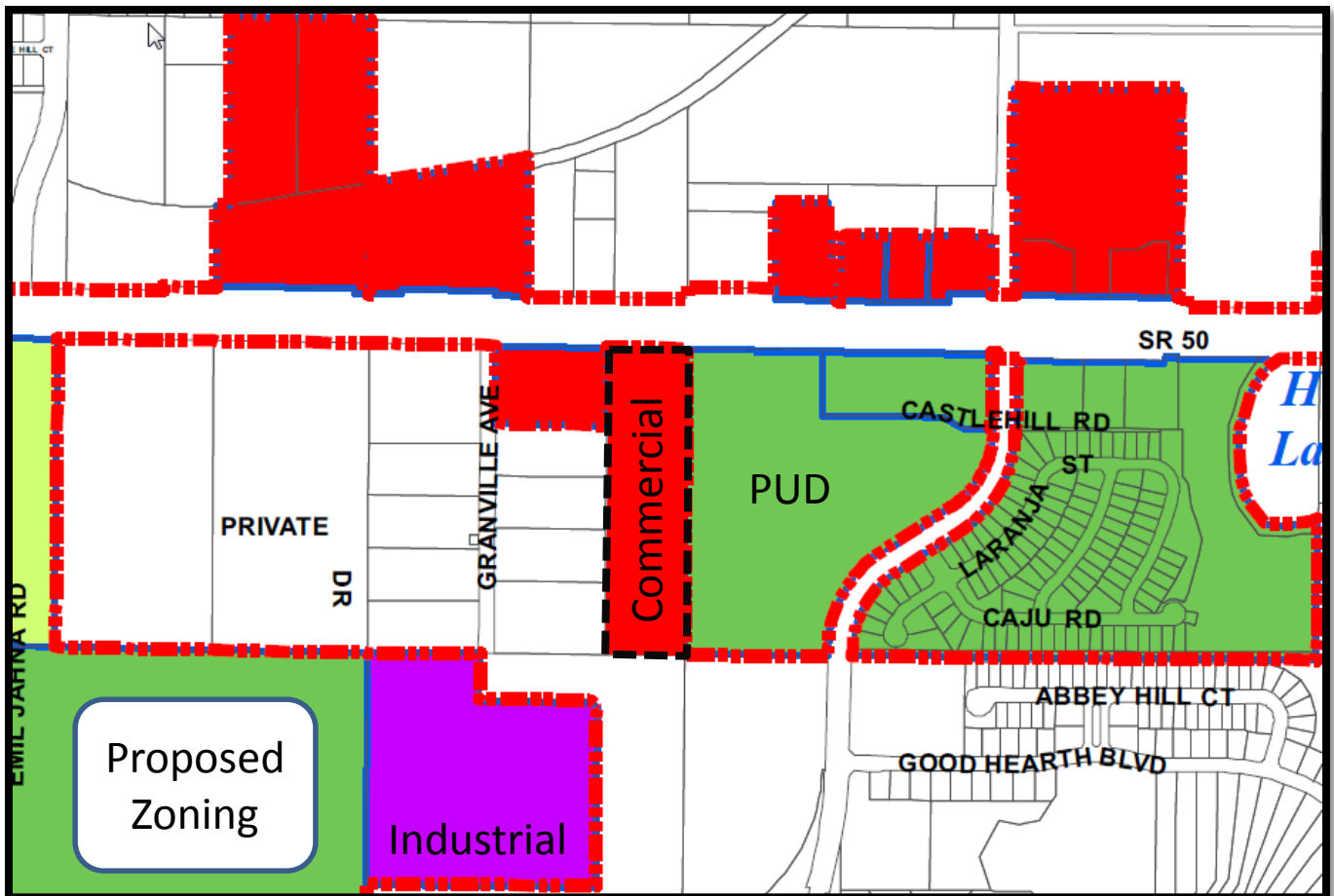
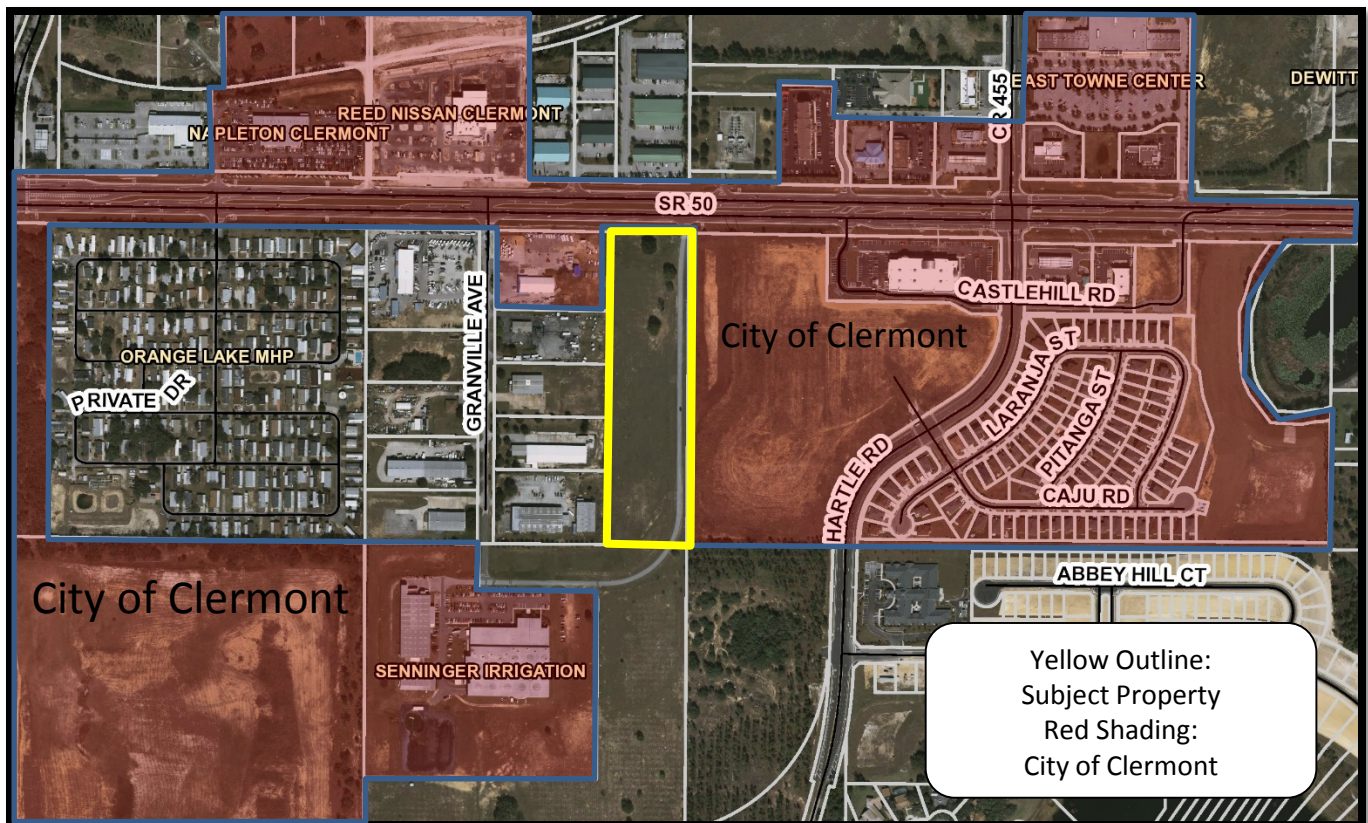
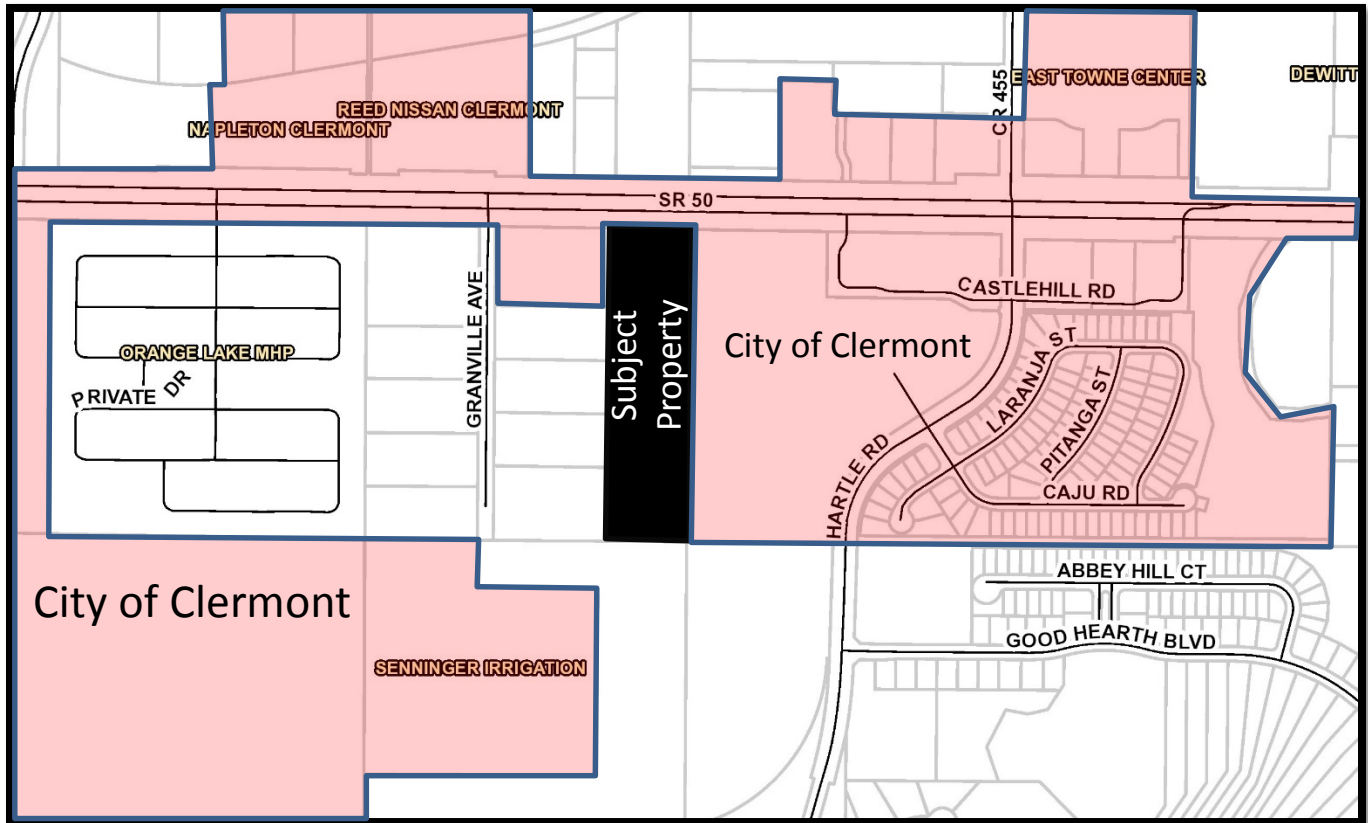


Exhibit - Annexation Map – Tommy's of Clermont



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 8

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

APPLICANT: Tommy's of Clermont/Matt Borisch

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

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**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 9

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REQUEST: To allow for a retail boat dealership and service center with up to 28,000 square feet of building space in the C-2 General Commercial zoning district.

APPLICANT: Tommy's of Clermont/Matt Borisch

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Staff has reviewed the applicant's proposal and believes commercial uses at this location are compatible with the uses in the area. The property fronts S.R. 50 and has industrial uses to the west and multi-family uses to the east. The adjacent multi-family project has its stormwater system adjacent to this parcel, and the buildings are more than 100 feet from the property line. In addition, the subject property is currently zoned Planned Commercial in Lake County, and the City's C-2 General Commercial is very similar to this use.

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**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
February 7, 2017**

Page 10

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Attorney Jimmy Crawford stated that he is representing Tommy's of Clermont.

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REQUEST: To change the zoning from UE Urban Estate to Planned Unit Development

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The applicant has identified six waivers to the land development code in order to develop the site. The waivers to be considered are: (1) a reduction in the required number of dumpster pads



**CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: December 16, 2016

FEE: 750.00

PROJECT NAME (if applicable): Tommy's of Clermont

APPLICANT: MKB Florida Holdings, LLC

CONTACT PERSON: Matt Borisch, Manager

Address: 4020 West River Drive NE

City: Comstock Park

State: MI

Zip: 49321

Phone: 616-540-0447

Fax: _____

E-Mail: matt@steadfastllc.com

OWNER: HRP Holdings, Inc.

Address: P.O. Box 120853

City: Clermont

State: FL

Zip: 34712-0853

Phone: 407-905-8206

Fax: _____

Address of Subject Property: SW Quadrant SR 50 & Hartle Rd., unincorporated Lake

General Location: Same as Above

Legal Description (include copy of survey): _____

See Attached & Survey

Land Use (City verification required): Regional Commercial

Zoning (City verification required): Planned Commercial



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2

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

The proposed boat dealership/service center will be located on the
State Road 50 commercial corridor.

Matthew Borisch, Manager
Applicant Name (print)

x MB
Applicant Name (signature)

James Burks, President HRP Holdings, Inc.
Owner Name (print)

x James E Burks
Owner Name (signature)

***** NOTICE *****

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

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

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow for a boat dealership/service center in the C-2 General Commercial zoning district, at the following location:

LOCATION

A vacant parcel of land lying south of SR 50
approximately 500 feet east of the Granville Ave. and SR 50 intersection.

AK 1118204

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

A public meeting to consider the request will be held before the Planning and Zoning Commission on Tuesday, February 7, 2017 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, March 14, 2017 at 6:30pm.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 31 and March 7, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 14, 2017		
Agenda Item Name		
Variance Request 205 Brookdale Loop		
Requested Action		
Recommend denial of variance requests.		
Staff Report		
The applicant is requesting the following variances to the Land Development Code (LDC): (1) To allow for a rear yard setback of 17 feet instead of 25 feet as required by the LDC, Section 122-186. (2) To allow for a side yard setback of 7 feet instead of 7.5 feet as required by the LDC, Section 122-186. The applicant would like to construct a screened room with a solid roof in the rear portion of the property. The property is located in the East Lake Estates Phase II subdivision with R-3 Residential/Professional zoning. The rear-yard setback is 25 feet from the property line and 7.5 feet from the side property line. The applicant would like to construct the screened room on the existing 8 foot x 15 foot concrete patio on the rear of the home. The concrete patio did not require a variance since this is not viewed as a structure. The Impervious Surface Ratio (ISR), with the proposed structure included, would not increase since the patio is existing and there are no plans to expand it. The proposed structure is very similar to existing structures that have been built in the community. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variance requests.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Review criteria	205 Brookdale Loop review criteria.docx	
2. Map	205 Brookdale Loop Variance Map.pdf	
3. HOA application	HOA Application.pdf	
4. Variance Application	VAR application.pdf	
5. Legal Ad	VAR Legal AD 205 Brookdale Loop.docx	

205 Brookdale Loop Variance

The requirements for a variance are as follows:

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

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

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: Clermont has already granted other variances in this subdivision for the same thing including the neighbor next door at 209 Brookdale Loop and permit #201200228 at 217 Brookdale Loop.

Staff comments: With the addition of a screened room with a solid roof, the required setback is greater than with a screened patio with a screen roof. Since the applicant is proposing a solid roof, the proposed screened room would be subject to the same side and rear yard setback to other lots in the same zoning district.

Negative finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: The condition for the variance was part of the existing code. The homeowner is just looking to screen in the existing slab so they can enjoy their backyard bug free.

Staff comments: The owner does have an interest in the property and is requesting the variance for the screened room.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: If this homeowner was denied the variance request, it would deprive them of their rights based on the fact two other neighbors down the street have been issued variances for the same reason.

Staff comments: The owner is not prohibited from constructing a screened patio with a screened roof. The owner desires one with a solid roof, which requires the 25-foot rear yard setback and a 7 ½ foot side setback.

Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: No, adding a screen room should increase the value of the property. It does not change the footprint as the slab is already there.

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

Positive finding

- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;
Applicant response: Yes, this would be reasonable use of the land. They do not need an impervious surface ratio change.

Staff comments: The applicant's request for the variance seems to be the minimum variance necessary to make the reasonable use of the proposed screened room. The applicant will be using the existing slab and not increasing it.

Positive finding

- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;
Applicant response: There is no special privileges by granting this variance. Other homeowners already have been granted this variance and others in the subdivision will have the same opportunity when this variance is granted.

Staff comments: The City Council has granted similar variance requests in the past. The applicant is correct in that two similar variances have been granted along this street, 209 and 217 Brookdale Loop.

Positive finding

- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of the area surrounding the site; and
Applicant response: The value of the property will increase due to the building of the screen room and the surrounding area is not impacted at all because the concrete slab already exists and other neighbors have this improvement.

Staff comments: The proposed variance does not seem to substantially diminish property values or alter the essential character of the area.

Positive finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.
Applicant response: It wouldn't affect the surrounding property. The runoff from the slab area will remain the same runoff from the new roof and gutters.

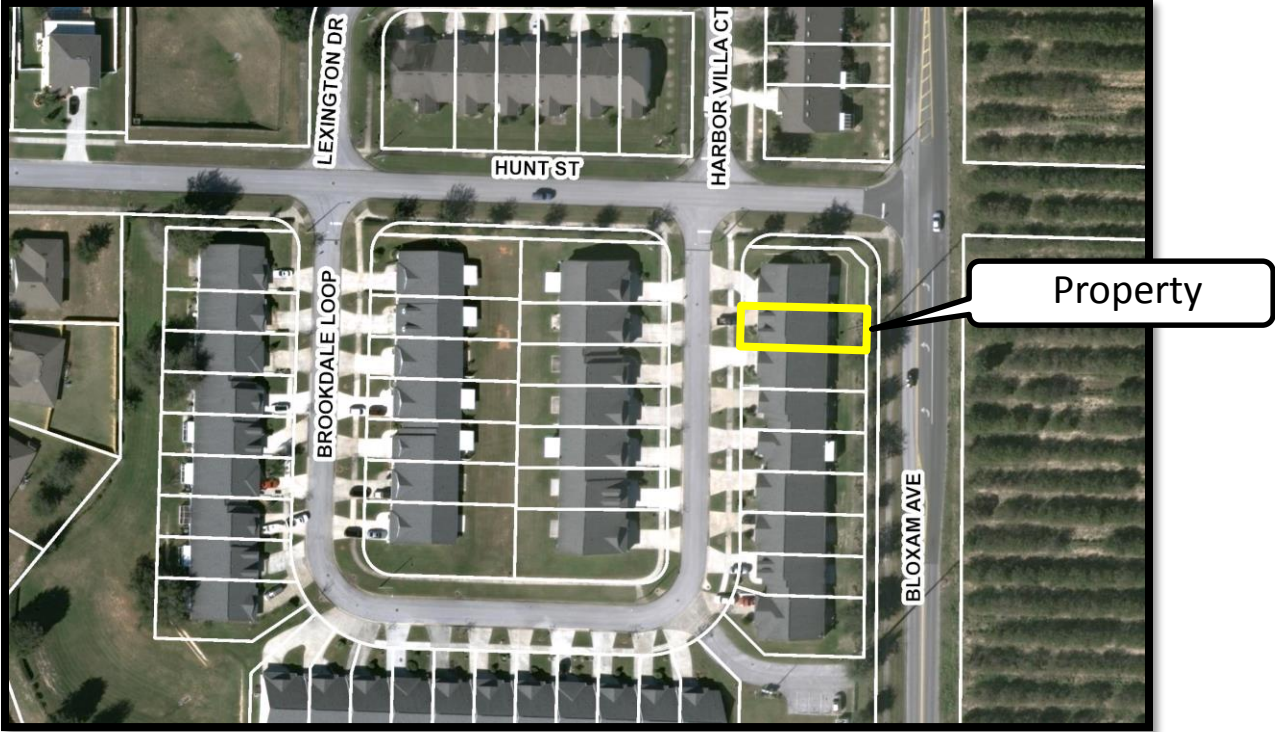
Staff comments: Staff feels that granting the variance will not be injurious to the surrounding properties or detrimental to the public welfare and will be in harmony with the general intent and purpose of the land development code.

Positive finding

STAFF RECOMMENDATION:

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

205 Brookdale Loop Variance



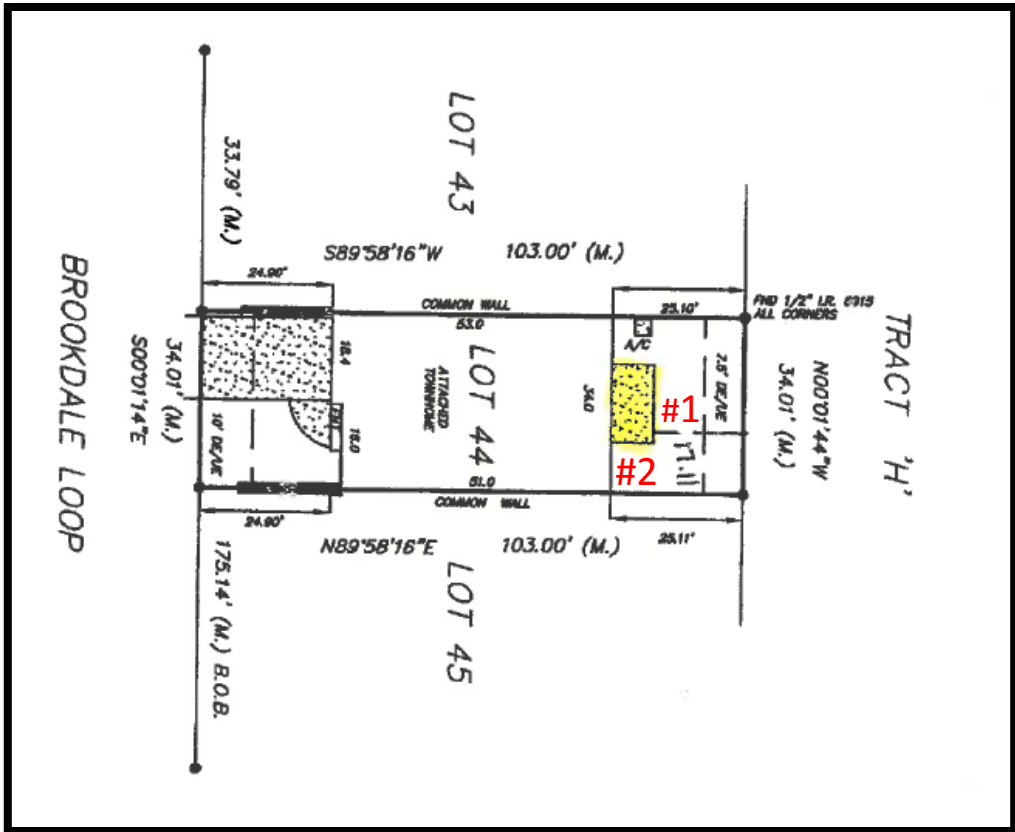
Variance:

1: to allow for a rear yard setback of 17 feet – rather than a 25 feet setback

2: to allow for side yard setback of 7 feet – rather than a 7 ½ feet setback

1: to allow for a rear yard setback of 17 feet – rather than a 25 feet setback

2: to allow for side yard setback of 7 feet – rather than a 7 ½ feet setback



East Lake Villas Homeowners Association, Inc
APPLICATION TO THE ARCHITECTURAL REVIEW COMMITTEE

This is a request form to be completed by the homeowner and submitted to the Architectural Review Committee (ARC) for approval **BEFORE** any work commences. Please refer to your Declaration of Covenants and Restrictions for a description of the ACB and its purpose.

THIS SECTION TO BE COMPLETED BY HOMEOWNER

NAME: Lucille E. Gillam
ADDRESS: 205 Brookdale Loop, Clermont Fl. 34711
PHONE (Home) 407-719-7486 (Work) 407-317-3200 Ex 200-2358 (Cell) 407-719-7486

DESCRIBE THE CHANGE/ADDITION INSTALLATION AND ITS LOCATION: (i.e. fence installation, repaint exterior, screen enclosure, pool, etc. A plat of the property is needed for all fences, pools, landscape, etc showing location of improvement.)

I will be adding in a screened in back
patio, upon approval. Paperwork attached.

SPECIFICATIONS: (attach copies of plans, estimates or pictures)

Dimensions: see plan

Material(s): _____

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

Homeowner Signature: _____

Date: 1-10-17

THIS SECTION TO BE COMPLETED BY ARCHITECTURAL REVIEW COMMITTEE

- ☐ Denied (incomplete submission, see notes below, if you choose to resubmit you must use a new form)
- ☐ Denied (see notes below, if you choose to resubmit you must use a new form)
- ☐ Approved as Submitted
- ☐ Approved with Required Changes (see notes below or on attached plans, drawings or survey)

Review Notes/Comments: _____

APPROVED



CITY OF CLERMONT
VARIANCE
Application

DATE: _____

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Gillam

APPLICANT: Lucille E Gillam

CONTACT PERSON: Lucille E Gillam

Address: 205 Brookdale Loop

City: Clermont State: Florida Zip: 34711

Phone: 407-719-7486 Fax: _____

E-Mail: lucille.gillam@ocps.net

OWNER: Lucille E Gillam

Address: 205 Brookdale Loop

City: Clermont State: Florida Zip: 34711

Phone: 407-719-7486 Fax: _____

Address of Subject Property: 205 Brookdale Loop Clermont, Florida 34711

General Location: Off Bloxam between Pitt St. and Grand Hwy.

Legal Description (include copy of survey): Clermont, East Lake Estates
Phase 2 Replat Sub Lot 44, PB 55, Pg 4, ORB 4737 Pg 2208

Land Use (City verification required): _____

Zoning (City verification required): _____



CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

Rear set back from 25' to 17'

side setback from 7' 6" to 7'

What are you proposing to do that would require a variance and why? Screen room 15' x 8' on existing concrete slab. This will have an insulated aluminum roof. The concrete is already there so it does not change the current footprint of the property

How does the Code create a hardship? The code is a rear setback of 25' and a side setback of 7'6" this does not allow any solid roof screen rooms to be built because the house sits at the 25'. They cannot enjoy the backyard because of the mosquitoes and bugs, this improvement would allow them to.

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

Variance requested – subject and code section: _____

Sec. 86-174. Review criteria and findings.

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

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

Clermont has already granted other variances in this subdivision for the same thing including the neighbor next door at 209 Brookdale Loop and permit # 201200228 at 217 Brookdale Loop.

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

The condition for the variance was part of the existing code. The homeowner is just looking to screen the exsiting slab so she can enjoy her backyard bug free.



CITY OF CLERMONT
VARIANCE

Application

Page 3

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

If this homeowner was denied the variance request it would deprive them of their rights based on the fact that two other neighbors down the street have been issued variances for the very same reason

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

no, adding this screen room should increase the value of the property. It does not change the foot print as the slab is already there.

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

Yes, this would be the reasonable use of the land. They do not need an impervious surface ratio change

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

There are no special privileges granted by the issuing of this variance. Other homeowners already have been granted this variance and others in the subdivision will have the same opportunity when this variance is granted.

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

The value of the property will increase due to the building of the screen room and the surrounding area is not impacted at all because the concrete slab already exists and other neighbors have this improvement



**CITY OF CLERMONT
VARIANCE**

**Application
Page 4**

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

It will not effect the surrounding properties. The runoff from the slab area will remain the same runoff that will be created by the new roof and gutters.

Lucille E Gillam

Applicant Name (print)

x 
Applicant Name (signature)

Lucille E Gillam

Owner Name (print)

x 
Owner Name (signature)

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

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

City of Clermont

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

Limited Power of Attorney

To whom this may concern,

I, Lucille Gillam, hereby give my consent for Superior Aluminum Installations to apply for a variance on my behalf for a screen room to be built on my property at 205 Brookdale Loop in Clermont

Thank you,

A handwritten signature in cursive script, appearing to read 'Lucille E. Gillam', followed by a large, stylized flourish.

Lucille E. Gillam

12/5/2010

PROPERTY RECORD CARD

How legal
NAME
GOES by both

General Information

Owner Name: GILLAM LUCILLE E Alternate Key: 3839766
 Mailing Address: 205 BROOKDALE LOOP CLERMONT, FL 34711
[Update Mailing Address](#) Parcel Number: 19-22-26-040200004400
 Millage Group and City: 000C (CLERMONT)
 Total Certified Millage Rate: 18.0915
 Trash/Recycling/Water/Info: [My Public Services Map](#)

Property Location: 205 BROOKDALE LOOP CLERMONT FL 34711
[Update Property Location](#) Property Name: --
[Submit Property Name](#)
 School Locator: [School and Bus Map](#)
 Property Description: CLERMONT, EAST LAKE ESTATES PHASE II REPLAT SUB LOT 44 PB 55 | PG 42 | ORB 4737 PG 2208 |

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SFR DRY LOT (0100)	0	0		1	LT		\$0.00	\$20,000.00

Residential Building(s)

Building 001

Residential Single Family Building Value: \$96,747.00

Summary

Year Built: 2007 Total Living Area: 1405 Central A/C: Yes Attached Garage: Yes
 Bedrooms: 3 Full Bathrooms: 2 Half Bathrooms: 0 Fireplaces: 0

[Incorrect Bedroom, Bath, or other information?](#)

Section(s)

Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Map Finished	Color
1	FINISHED LIVING AREA (FLA)	Stucco/Brick (003)	1	1405	N	0%	0%	
2	GARAGE (GCF)	Stucco/Brick (003)	1	418	N	0%	0%	

BOB McKEE

LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2016 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
1922260402-000-04400	130373	3839766	000C

GILLAM LUCILLE E
205 BROOKDALE LOOP
CLERMONT, FL 34711

205 BROOKDALE LOOP

CLERMONT, EAST LAKE ESTATES PHASE II
REPLAT SUB LOT 44 PB 55PG 42ORB 4737
PG 2208



PAY IN U.S. FUNDS TO BOB McKEE, TAX COLLECTOR - PO BOX 327 - TAVARES, FL 32778-0327 - 352-343-9602

AD VALOREM TAXES						
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED	
LAKE COUNTY GENERAL	116,747	0	116,747	5.1180	597.51	
AMBULANCE MSTU	116,747	0	116,747	0.4629	54.04	
ENVIRON LAND PURCHASE	116,747	0	116,747	0.1524	17.79	
LAKE CO SCHOOL BOARD						
CURRENT	116,747	0	116,747	5.3750	627.52	
CAPITAL OUTLAY	116,747	0	116,747	1.5000	175.12	
CITY OF CLERMONT	116,747	0	116,747	4.2061	491.05	
ST JOHNS WATER MGMT	116,747	0	116,747	0.2885	33.68	
LAKE CO WATER AUTH	116,747	0	116,747	0.2554	29.82	
S LAKE CNTY HOSP	116,747	0	116,747	0.7332	85.60	
TOTAL:				18.0915	\$2,112.13	

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS:		\$0.00

COMBINED TAXES AND ASSESSMENTS: \$2,112.13

If Paid By	Nov 30, 2016
Please Pay	\$0.00

Paid 11/22/2016 Receipt # 2016-00165141 \$2,027.64

BOB McKEE

LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2016 Paid Real Estate

PAY IN U.S. FUNDS TO BOB McKEE, TAX COLLECTOR - PO BOX 327 - TAVARES, FL 32778-0327 - 352-343-9602

If Paid By	Nov 30, 2016
Please Pay	\$0.00

205 BROOKDALE LOOP

GILLAM LUCILLE E
205 BROOKDALE LOOP
CLERMONT, FL 34711

CLERMONT, EAST LAKE ESTATES PHASE II
REPLAT SUB LOT 44 PB 55PG 42ORB 4737 PG
2208

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
1922260402-000-04400	130373	3839766	000C

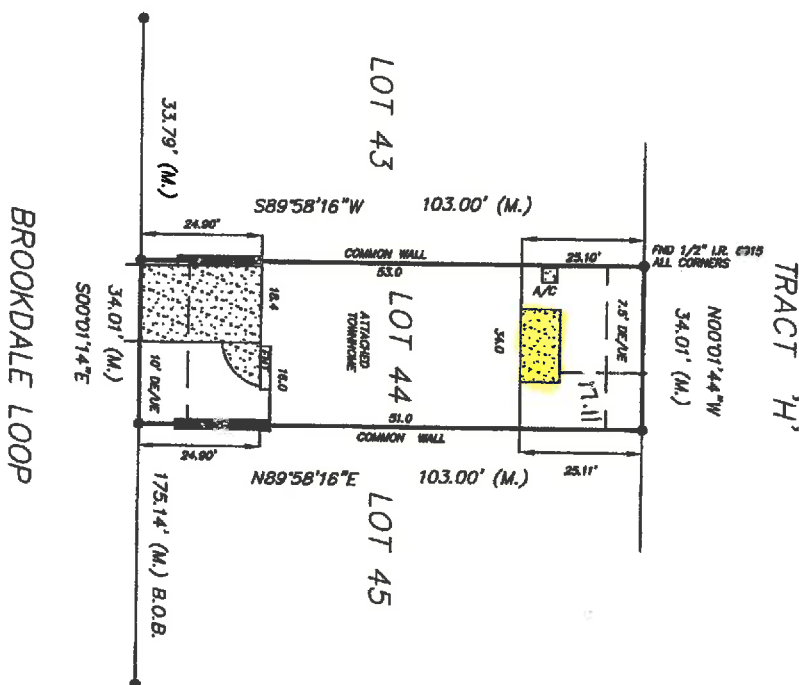
Paid 11/22/2016 Receipt # 2016-00165141 \$2,027.64



BOUNDARY SURVEY

LEGAL DESCRIPTION: LOT 44, RAST LAKE ESTATES PHASE II REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGE 42, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THE ABOVE REFERENCED PROPERTY IS LOCATED IN ZONE 'X', AREA OF MINIMAL FLOODING, AS PER F.I.R.M. COMMUNITY PANEL NO. 12069C0590 E, LAKE COUNTY, FLORIDA. MAP DATED DECEMBER 18, 2012.



CERTIFIED TO: FIRST INTERNATIONAL TITLE, INC.
FIDELITY NATIONAL TITLE INSURANCE COMPANY
THE MORTGAGE FIRM, INC.
LUCILLE E. GILLAM

205 BROOKDALE LOOP

LEGEND

● FOUND CONCRETE MONUMENT
○ FOUND PROPERTY CORNER
● SET PROPERTY CORNER
○ PERMANENT CONTROL POINT
△ DELTA
A/C AIR CONDITIONER
BLK. BLOCK
B.O.B. BASIS OF BEARING
BNG. BEARING
CATV CABLE TELEVISION BOX
CHD. CHORD
CLF. CHAIN LINK FENCE
CML. CONCRETE MONUMENT
CONC. CONCRETE
COR. CORNER
COV. COVERED
D. DESCRIBED
D.E. DRAINAGE EASEMENT

E. EAST
ENT. ENTRANCE
ENCL. ENCLOSURE
ESMT. EASEMENT
FND. FOUND
I.P. IRON PIPE
L.R. IRON ROD
L. LENGTH
M. MEASURED
N. NORTH
N/D. NAIL & DISC
P.C. POINT OF CURVATURE
P.C.P. PERMANENT CONTROL POINT
P.T. POINT OF TANGENCY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.O.L. POINT ON LINE
P. PLAT

R. RADIUS / RADIAL
S. SOUTH
SAN. SANITARY
SCL. SCREEN
S.W. SIDEWALK
T. TANGENT
TEL. TELEPHONE RISEN BOX
TYP. TYPICAL
U.E. UTILITY EASEMENT
U.R.B. UTILITY RISER BOX
W. WEST
W.F. WOOD FENCE
W.M. WATER METER

NOTES

1. BEARINGS ARE BASED ON RECORD PLAT.
2. THE SURVEY SHOWN HEREON WAS SURVEYED BY THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT.
3. ROOF OVERHANGS AND FOOTERS HAVE NOT BEEN LOCATED.
4. NO IMPROVEMENTS OR UNDERGROUND UTILITIES HAVE BEEN LOCATED EXCEPT AS SHOWN.
5. THIS SURVEY IS NOT VALID WITHOUT EMBOSSED SEAL.
6. THIS SURVEY IS NOT VALID FOR ANY REAL ESTATE TRANSACTIONS 90 DAYS BEYOND THE FINAL SURVEY DATE SHOWN.
7. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS HEREON FOR EASEMENTS OR RIGHT-OF-WAY OF RECORD.
8. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
9. ALL BEARINGS / ANGLES AND DISTANCES ARE PLAT AND MEASURED UNLESS NOTED OTHERWISE.

HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION SJ-17.050 F.S. AND SJ-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.08, 472.027, FLORIDA STATUTES.

CHARLES R. DEFOOR, P.L.S. 4189

DATE

PREPARED FOR:
LUCILLE E. GILLAM

PREPARED BY:

CHARLES ROB DEFOOR
PROFESSIONAL LAND SURVEYOR

197 VILLA DI ESTE TERRACE, UNIT 113, LAKE MARY, FLA. 32748

LOT SURVEY DATE:

FOUNDATION DATE:

FINAL SURVEY DATE: 11-6-15

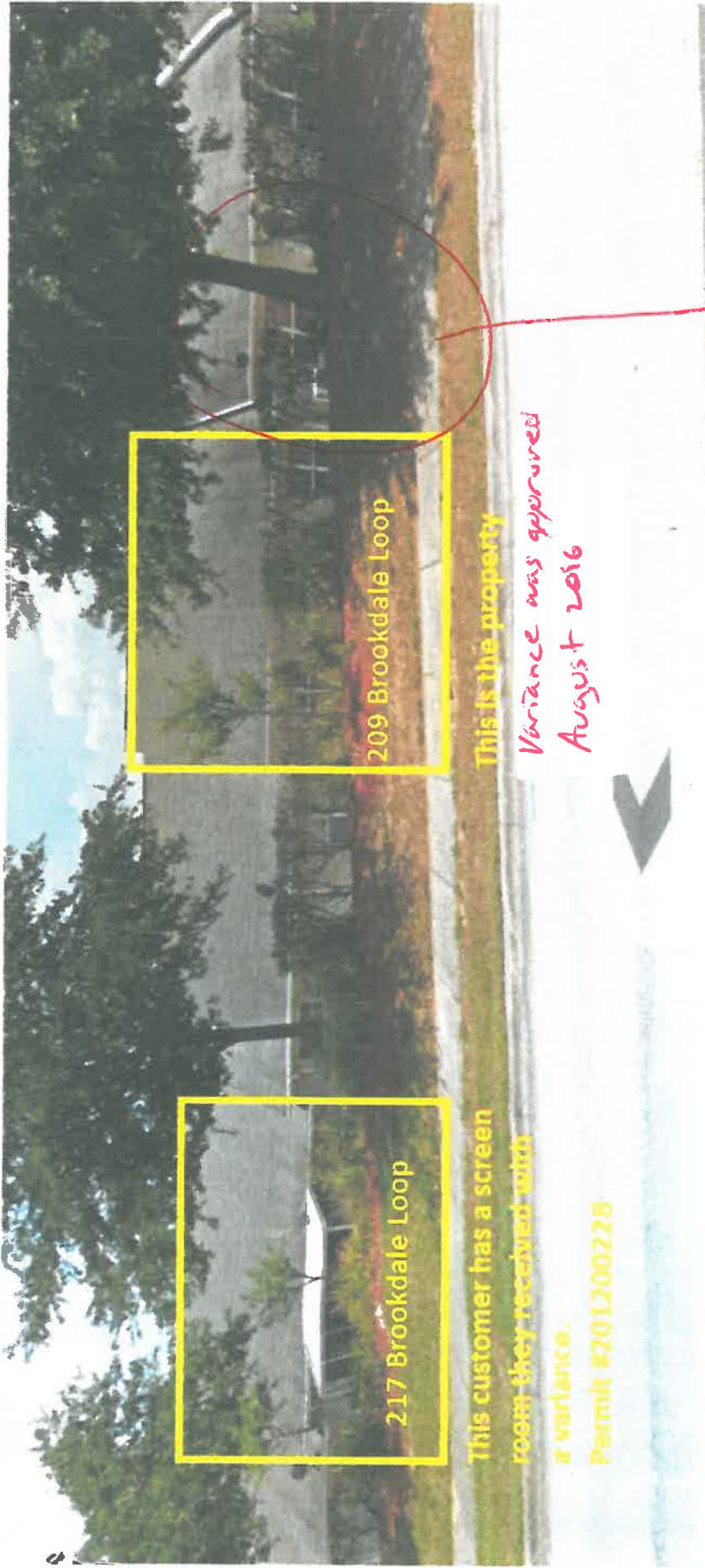
DRAWN DATE: 11-6-15

SCALE: 1" = 30'

PAGE 1 OF 1

REVISION DATE:





217 Brookdale Loop

This customer has a screen room they received with a variance.

Permit #201200228

209 Brookdale Loop

This is the property

Variance was approved August 2016

Variance request Brookdale Loop



January 11, 2017

Ref:

Lucille Gillam
205 Brookdale Loop
Clermont, Fl. 34711

In regards to the variance request,

We are asking for the rear and side setbacks for this property to be adjusted so that a screen room can be built on the existing 15' x 8' concrete slab. The current setbacks do not allow any building of a solid roof enclosure because the back of the house sits right on the 25' rear setback. We are asking to change the rear setback from 25' to 17' and the side setback from 7'-6" to 7'.

We are not asking for any special privileges that haven't been given to any other homeowner on this street. Several houses on this street have screen rooms including at least one with acrylic windows. One house two doors down on the same side of the street from this property had to file for a variance and was granted it. These are just some of the addresses on the same street that were issued permits to have rooms installed.

209 Brookdale Loop- Permit #20163224 had applied and was granted a variance
217 Brookdale Loop- Permit #201200228 had applied and was granted a variance
216 Brookdale Loop- Permit #201101088 screen room with acrylic windows
308 Brookdale Loop- Permit #200801916
304 Brookdale Loop- Permit #201100760 14' x 12' screen room
292 Brookdale Loop- Permit #201100268 14' x 12' screen room

Now without having the survey on these properties I can't tell how much room they had from the house to the property line. Just by judging it from an aerial photo it looks close to the same as this property. This subdivision has a lot of existing slabs so I'm sure there will be other homeowners in the future also wanting to add rooms to their slabs and will also be requesting a variance and should be granted one.

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variances: (1) to allow for a rear yard setback of 17 feet instead of 25 feet as required by the Land Development Code, Section 122-186 – Yards and (2) to allow for a side yard setback of 7 feet instead of 7.5 feet as required by the Land Development Code, Section 122-186 – Yards at the following location:

LOCATION:

205 Brookdale Loop
East Lake Estates Phase II
(Alt. Key 3839766)

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, March 14, 2017 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
March 7, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, March 14, 2017		
Agenda Item Name		
Variance Request <i>Ladd - Silver Fox</i>		
Requested Action		
Recommend denial of variance requests.		
Staff Report		
The applicant is requesting the following variances to the Land Development Code (LDC): (1) To allow a 10-foot landscape buffer along rights-of-way instead of a 20-foot buffer as required by the LDC, Section 118 – 37. (2) To allow for a maximum retaining wall height of 12 feet instead of 6 feet as required by the LDC, Section 94-195. The applicant, Silver Fox Development, Inc., is proposing a new 7,100-square-foot building on a six-acre site located south of State Road 50 and north of Hooks Street. The applicant has indicated that the subject parcel is challenging to develop, mainly due to extreme grades and the narrow road frontage of the parcel. The applicant is requesting an increase in the retaining wall height, from 6 feet up to 12 feet, in order to mitigate some of the elevation changes in developing the site for the building pad and parking lot. The applicant has indicated that in order to provide cross access that lines up with the adjoining site; The Vue, the landscape buffer would also need to be reduced to 10 feet in order to match the cross access lanes between the two sites. Staff acknowledges that this site presents some unusual development challenges. However, staff cannot support this request since Section 86-174 of the Land Development Code requires a positive finding on eight criteria in order to grant a variance, and staff believes that two of the eight do not meet these findings.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Review Criteria	Silver Fox Review Criteria and Finding.docx
2.	Map	Silver Fox Variance Map.pdf
3.	Site Plan	Site plan.pdf
4.	Application	VAR application.pdf
5.	Legal Ad	VAR Legal AD Silver Fox Landscape Wall hgt.docx

Ladd – Silver Fox Variance

The requirements for a variance are as follows:

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

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

FINDINGS:

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

Applicant response: *Extreme grades and narrow frontage.*

Staff comments: *This parcel does have some circumstances that exist which are peculiar to the land, such as extreme topography and a long and narrow lot configuration along the road frontage.*

Positive finding

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

Applicant response: *Natural topography.*

Staff comments: *Staff agrees that the applicant did not create the conditions giving rise to the requested variance requests. However, the parcel may be developed with a smaller footprint of a building and lesser parking requirement.*

Negative finding

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

Applicant response: *Yes.*

Staff comments: *With the existing conditions in place that are presenting challenges in developing the site, the applicant would be faced with undue hardship to develop the lot according to the land development code, even if it was feasible. However, the applicant may choose another parcel that does not present these challenges.*

Negative finding

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

Applicant response: *The variance will double the cost of the development.*

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

Positive finding

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

Applicant response: Yes.

Staff comments: The applicant is trying to maximize the potential use of the site by requesting the variance for the retaining wall height and landscaping requirement. The variance requests seem to be the minimum variances necessary to develop the site.

Positive finding

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

Applicant response: No, it will harmonize with the adjacent property.

Staff comments: The City Council has granted similar variance requests in the past for retaining wall height and landscaping requirements that are being requested by the applicant.

Positive finding

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

Applicant response: No, it will enhance the adjoining property.

Staff comments: The proposed variances do not seem to substantially diminish property values or alter the essential character of the area.

Positive finding

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

Applicant response: Yes.

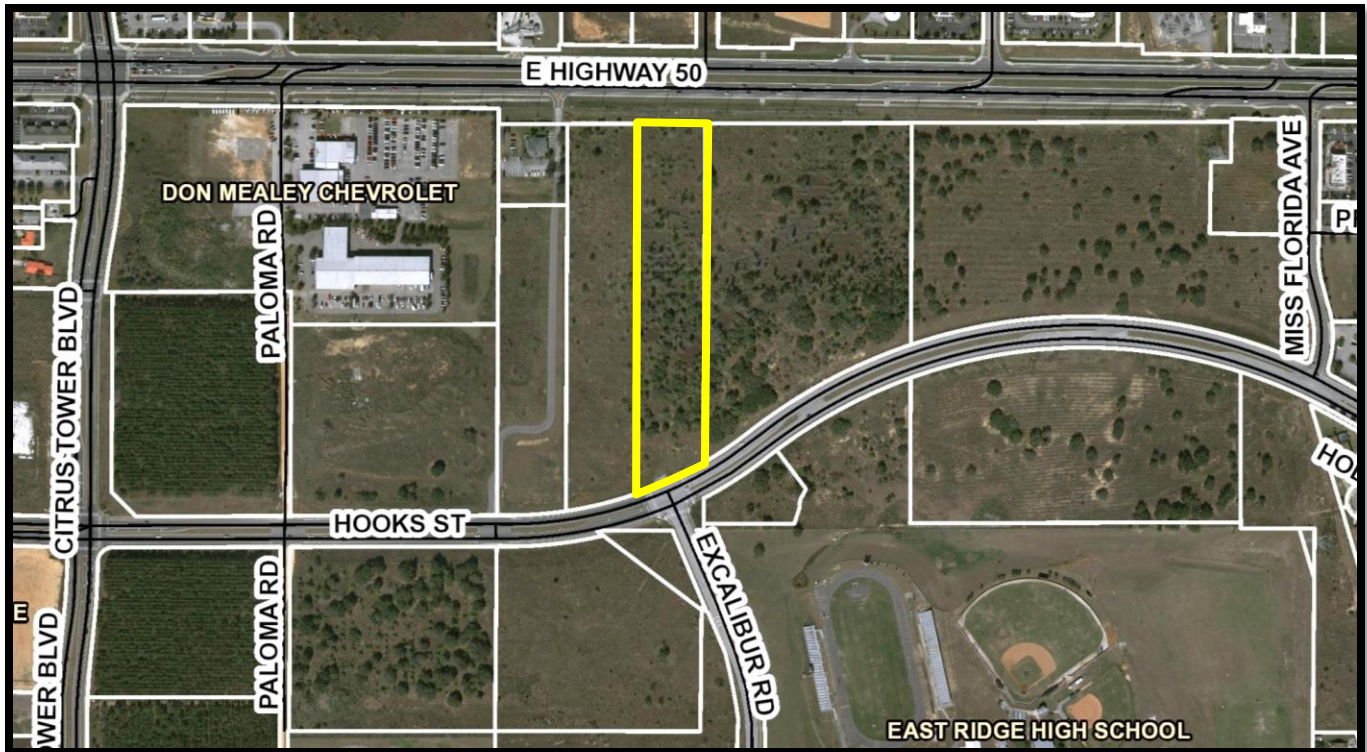
Staff comments: Staff feels that granting the variances will be in harmony with the general intent and purpose of the land development code.

Positive finding

STAFF RECOMMENDATION:

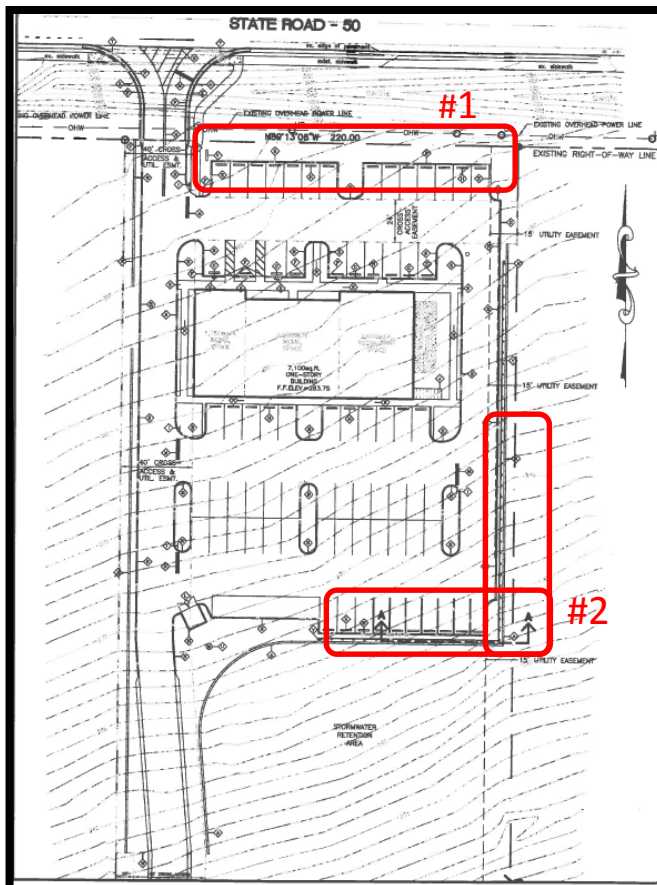
Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **two** of the eight do not meet these findings. Therefore, staff recommends **denial** of the two variance requests by the applicant to the Clermont Land Development Code.

Ladd – Silver Fox Variance



Variance:

- # 1: to allow a 10 foot landscape buffer along rights of way instead of 20 feet
- # 2: to allow a maximum retaining wall height of 12 feet instead of 6 feet





CITY OF CLERMONT
VARIANCE
Application

DATE: _____

FEE: ~~\$600~~

PROJECT NAME (if applicable): Silver Fox Commercial Center

APPLICANT: Silver Fox Development, Inc.

CONTACT PERSON: Dale Ladd

Address: 1135 East Ave.

City: Clermont State: FL Zip: 34711

Phone: 352.394.8686 Fax: _____

E-Mail: dalejladd@gmail.com

OWNER: Silver Fox Development, Inc.

Address: 1135 East Ave.

City: Clermont State: FL Zip: 34711

Phone: 352.394.8686 Fax: _____

Address of Subject Property: S.R. 50

General Location: S.R. 50 approximately 1800' East of Citrus Tower Blvd. South side of highway.

Legal Description (include copy of survey): Refer to attached legal description and survey

Land Use (City verification required): Commercial



Zoning (City verification required): C-2 General Commercial

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

Section 118-37(E)(1) Landscape Buffer Width
Section 94-195(D)(5) Maximum Height of Walls

What are you proposing to do that would require a variance and why? 10' landscape buffer in front to align drive aisle w/ adjacent site on east side - The View. 12' retaining walls to allow for building pad & parking lot.

How does the Code create a hardship? _____

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

Variance requested – subject and code section: see above

Sec. 86-174. Review criteria and findings.

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

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

extreme grades & narrow frontage

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

natural topography



CITY OF CLERMONT

VARIANCE

Application

Page 3

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

YES

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

THE VARIANCE WILL NOT DOUBLE THE COST OF THE DEVELOPMENT

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

YES

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

NO, IT WILL HARMONIZE WITH THE ADJACENT PROPERTY

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

NO, IT WILL ENHANCE THE ADJACENT PROP.



**CITY OF CLERMONT
VARIANCE**

Application

Page 4

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

YES

Dale J. Ladd
Applicant Name (print)

X

[Signature]
Applicant Name (signature)

Dale J. Ladd
Owner Name (print)

X

[Signature]
Owner Name (signature)

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

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

City of Clermont

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

89 18418

WARRANTY DEED

BOOK 1007 PAGE 1255

THIS INDENTURE, Made this 24th day of March, 1989, between

REC 9.00
DOC 880.00
TF 1.50

DEMPSEY BOYD and HILTON COOPER, of the County of Barbour, State of Alabama, grantors, and SILVER FOX DEVELOPMENT, INC., a Florida Corporation, Federal Identification No. 59-2893935, whose post office address is 11228 Bronson Road, Clermont, Florida 32711, grantee,

WITNESSETH, That said grantors, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable considerations to said grantors in hand paid by said grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of Lake, State of Florida, to-wit:

The East 220 feet of Tracts 22 and 27; and that part of the East 220 feet of Tract 11 lying South of State Road 50; all in Section 28, Township 22 South, Range 26 East, LAKE HIGHLANDS, according to the Plat thereof as recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida, LESS AND EXCEPT the right of way for State Road.

PROPERTY APPRAISER'S ALTERNATE KEY NO. 1648246.

THE AFOREDESCRIBED PROPERTY IS NOT THE HOMESTEAD OF ANY PERSON WHOMSOEVER.

and said grantors do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, grantors have hereunto set grantors' hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Annelle Green
Rosie Helms

Dempsey Boyd (SEAL)
DEMPSEY BOYD

Shirley Rutland
Janice Helms

Hilton Cooper (SEAL)
HILTON COOPER

STATE OF Alabama
COUNTY OF Barbour

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared DEMPSEY BOYD, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of March, 1989.

Clair Blount
Notary Public

My Commission Expires: 4-28-90

This instrument was prepared by
ARTHUR E. ROBERTS, Attorney
P.O. Box 57
Grovehead, FL 32736



APR 17 1 53 PM '89

DESCRIPTION:

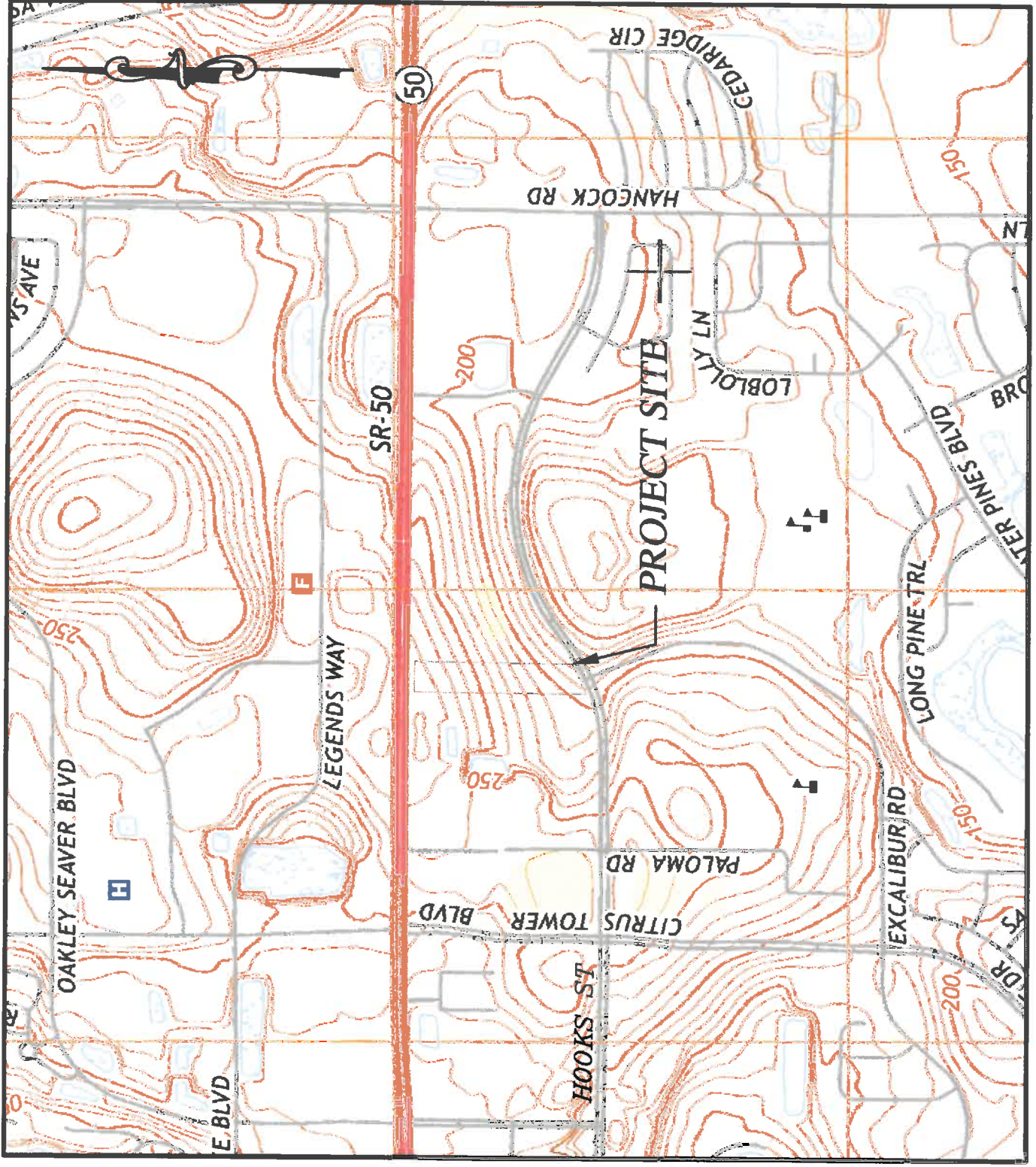
THE EAST 220.00 FEET OF TRACT 22, LAKE HIGHLANDS COMPANY,
SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS
OF LAKE COUNTY, FLORIDA.

AND

THE EAST 220.00 FEET OF TRACT 28, LAKE HIGHLANDS COMPANY,
SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS
OF LAKE COUNTY, FLORIDA, LYING NORTH OF HOOKS STREET.

AND

THE EAST 220.00 FEET OF TRACT 11, LAKE HIGHLANDS COMPANY,
SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS
OF LAKE COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD NO. 50.



LOCATION MAP

SCALE 1"=1000'

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variances: (1) to allow a 10 foot landscape buffer along rights of way instead of a 20 foot buffer as required by the Land Development Code, Section 118 – 37 Landscape Buffers and (2) to allow for a maximum retaining wall height of 12 feet instead of 6 feet as required by the Land Development Code, Section 94-195 – Clearing and Grading Review Criteria, at the following location:

LOCATION:

Vacant property (approx. 6 acres) located south of SR 50 approximately
1,800 feet east of the Citrus Tower Blvd and SR 50 intersection
(Alt. Key 1648246)

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, March 14, 2017 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
March 7, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, March 14, 2017	
Agenda Item Name	
Variance Request <i>College Station</i>	
Requested Action	
Recommend denial of the variance requests.	
Staff Report	
The applicant is requesting the following variances to the Land Development Code (LDC): (1) To allow for a reduction of three parking spaces for a proposed commercial development instead of as required by the LDC, Section 98-14. (2) To allow for a reduced perimeter landscape buffer between abutting properties instead of the minimum 10-foot-wide landscape buffer, as required by the LDC, Section 118-37. The applicant is requesting variances to the parking and landscaping requirements for a new commercial building located at the southwest corner of Hancock Road and State Road 50 in the College Station plaza. The applicant is proposing to construct a 11,232-square-foot building. The uses of the building will consist both retail and restaurant. The applicant has indicated that 6,500 square feet is designated for restaurant use while the remaining 4,732 square feet will be used for retail. The parking requirements based upon Section 98-14 of the LDC require a minimum of 106 onsite spaces to serve the proposed development. The applicant is providing 103 parking spaces onsite with the ability to park off-site through the establishment of a cross-parking easement with the adjacent projects. The applicant has submitted a parking study to support the request. The three off-site parking spots are across the main access point that enters from Hancock Road, and staff is concerned about pedestrian safety when crossing this area. The applicant is also requesting a reduced landscape buffer between abutting properties, particularly to the south and west property line of the parcel. The property to the west is Chick-Fil-A, which has a 10-foot landscape buffer in place. The Land Development Code requires a 10-foot landscape buffer to be installed on the applicant's property at this location. The applicant has indicated that due to the configuration of the proposed building and parking, and the existing utilities and roads in the area, it is very difficult to establish a 10-foot buffer in this area. The applicant is proposing a varying buffer from 5-9 feet. This would create a 15-19 foot landscape buffer between the parcels. In addition, the landscape buffer along the southern property line is not the required 10 feet in width along the entrance drive to the parcel and the plaza. The applicant will have landscaping installed in this area, but only 5 feet of it will be on their parcel with the additional 5 feet located within the dedicated private drive. Section 86-174 of the Land Development Code requires a positive finding on eight items in order to grant a variance, and staff believes that five of the eight do not meet these findings. Therefore, staff recommends denial of the variance requests.	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Review Criteria	College Station Landscape and Parking Review Criteria.docx
2.	College Station Exhibits	College Station Landscape Parking Variance Map.pdf
3.	Site plan	Site plan.pdf
4.	Proposed building	Proposed building.pdf
5.	Application	VAR application.pdf
6.	Legal ad	VAR Legal AD College Station.docx

College Station Outparcel Variances

The requirements for a variance are as follows:

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

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

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: Subject site is constrained by adjacent development and public roads. Existing buffer adjacent to Chick-Fil-A varies from 5 feet to 9 feet on subject site. Chick-Fil-A has 10 feet for a total of 15 – 19 feet combined.

Staff comments: The subject parcel is currently vacant. The applicant can develop the property within the current zoning, C-2 General Commercial, if they revised the site plan to meet the LDC.

Negative finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: Requested variance is minor (difference of three (3) parking spaces). Parking “requirement” is too high given adjacent uses and probability of shared parking. Landscape buffer varies between 5 – 9 feet on subject site.

Staff comments: The applicant is requesting the variances for the proposed development that they intend to build. The applicant’s proposed site plan is creating the need for the variances.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: Literal interpretation would require parking that cannot reasonably fit on-site, while site is being developed at a reasonable FAR (proposed FAR 0.15). Other property owners may apply for similar variances.

Staff comments: The applicant is not prohibited from redesigning the proposed building and change the mixture of uses (less restaurant and more retail) that would allow them to meet the LDC for parking and landscaping.

Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: It is not an economically driven request. There is ample parking available in adjacent retail parcel that can accommodate any overflow for adjacent site. See Parking Study.

Staff comments: *There appears to be a perception of decreased costs due to the variance requests. The reduction in landscaping and using the adjacent buffer, Chick-Fil-A, may result in lower landscaping costs for the applicant. In addition, using adjacent parking spots that someone else has developed and paid for could be debated.*

Negative finding

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

Applicant response: *The variances are minimal.*

Staff comments: *The applicant's request for the variance seems to be the minimum variances necessary to make the reasonable use of the property.*

Positive finding

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

Applicant response: *No special privilege is conferred that cannot be requested by any other user in the General Commercial District.*

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

Positive finding

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

Applicant response: *The surrounding uses are retail/restaurants. Ample parking is available in adjacent retail parcel and a cross-parking easement exists. The reduced buffer is interior between Chick-Fil-A and subject site and the combined landscape area is 15 – 19 feet total.*

Staff comments: *The proposed variances do not seem to substantially diminish property values or alter the essential character of the area.*

Positive finding

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

Applicant response: *Variances will not materially impact surrounding properties and will not be detriment to the public welfare.*

Staff comments: *Staff feels that granting the variance may be injurious to the surrounding properties or detrimental to the public welfare. Staff has concern over the use of parking spots on adjacent properties that would require pedestrians to cross the drive isle that is the major access point into the plaza from Hancock Road.*

Negative finding

STAFF RECOMMENDATION:

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

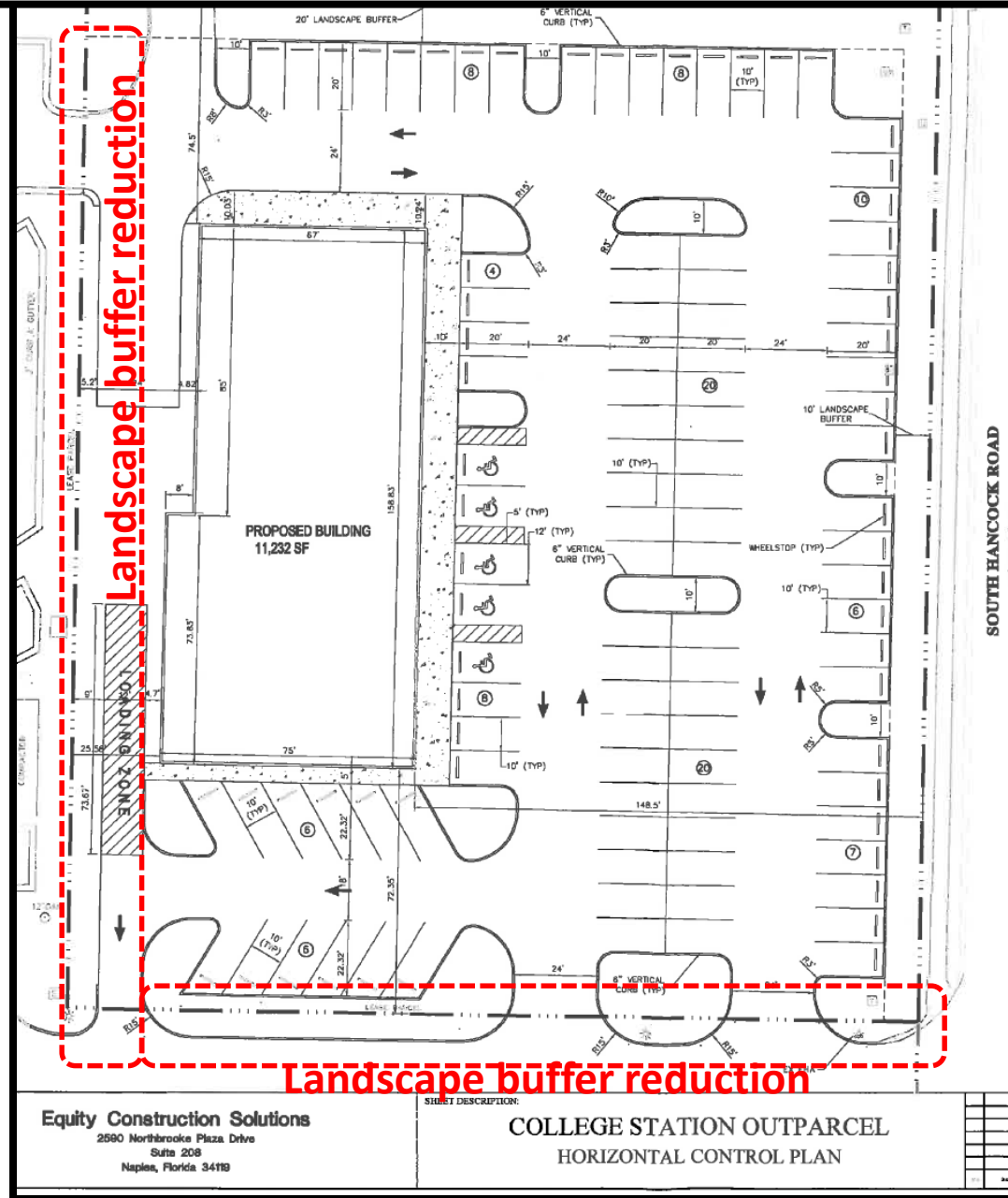
College Station Outparcel Variance

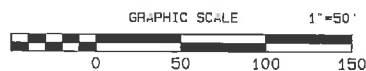


Variance:

- # 1: to allow for a reduction of three (3) parking spaces for a proposed commercial development
- # 2: to allow for a reduced perimeter landscape buffer between abutting properties

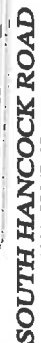
College Station Outparcel Variance





LINE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD	APC
C1	50.00	33°44'02"	N68°06'12"E	29.02	29.44
C2	50.07	54°12'17"	S64°38'36"E	45.88	47.86
C3	25.00	22°31'54"	N76°32'14"E	9.77	9.83
C4	20.00	09°32'21"	N45°50'12"E	28.17	31.26
C5	40.28	28°39'43"	N76°21'52"E	19.90	20.16
C6	40.00	27°50'22"	N76°21'52"E	20.42	20.63
C7	230.00	19°50'50"	N88°08'55"E	71.31	71.60
C8	200.00	5°23'15"	N75°58'25"E	18.00	18.81
C9	330.00	6°16'15"	N12°00'53"W	36.10	38.12
C10	290.00	15°45'23"	N07°16'20"W	60.31	60.50

P.O.C.
FOUND 6" COMP. MON.
NO IDENTIFICATION
NE CORNER - NE 1/4
SECTION 20, T22N, R20E
LAKE COUNTY, FLORIDA



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (SEE SHEET 1 OF 6)

ALTA/ACSM LAND TITLE SURVEY

CLERMONT COLLEGE STATION CENTER
LOCATED IN SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

**FOR
EQUITY, INC.**

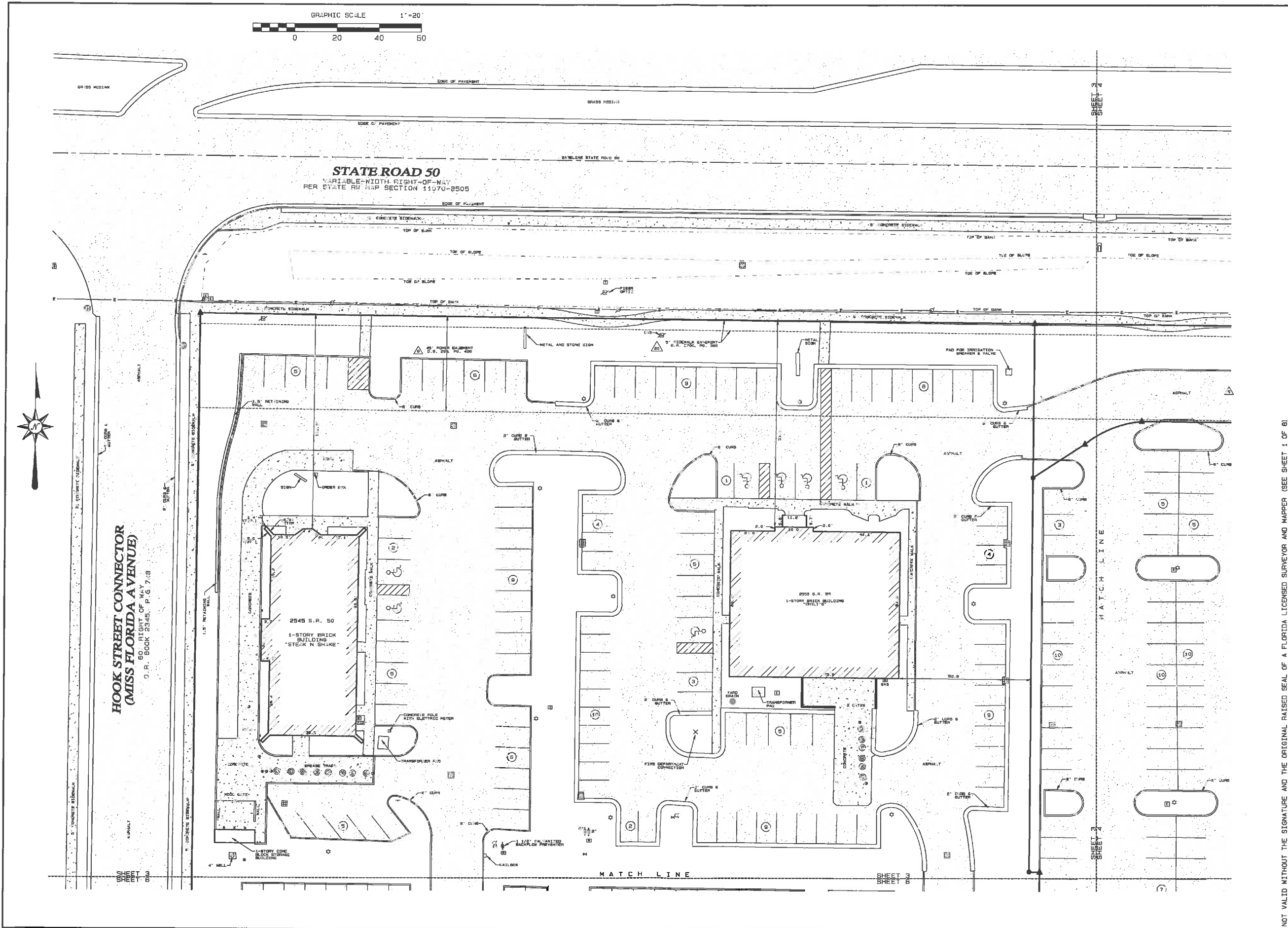
**LEADING EDGE
LAND SERVICES**

4561 SW 34th STREET
SUITE C
ORLANDO, FLORIDA 32811
PHONE: (407) 351-6730
FAX: (407) 351-9691
www.leadingedgesls.com

www.leadingsdgs.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

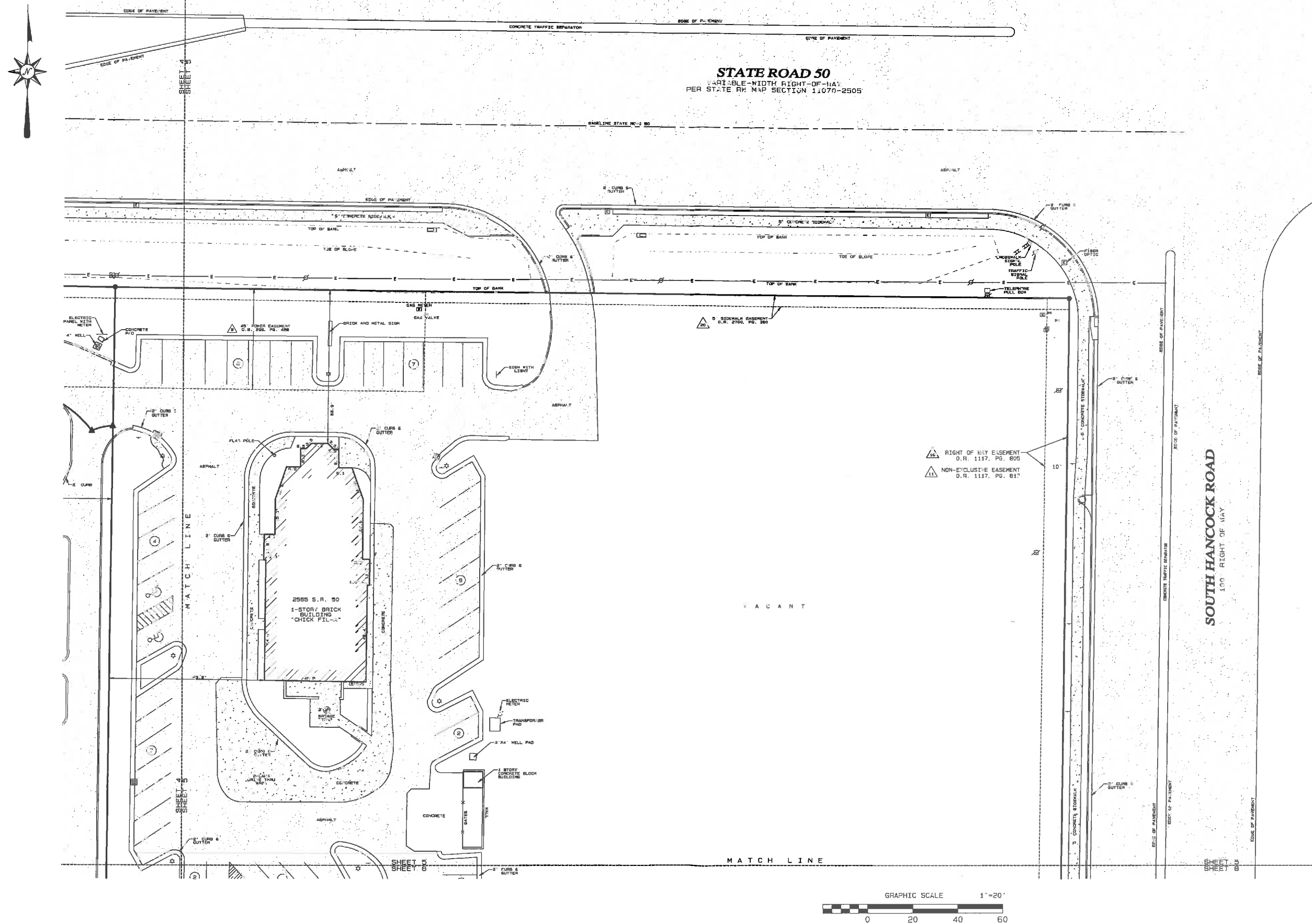
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PROJECT NUMBER: 704-13001		
FIELD BOOK NUMBER: LE 920, 951		

LAST FIELD WORK: 05 JUL 2013
CREW CHIEF (S): NAC, MSC
COMPUTER FILE: 704001ALTA.PPR
SCALE: 1" = 50' SHEET 2 OF 2



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (SEE SHEET 1 OF 8)

LEADING EDGE LAND SERVICES INCORPORATED 4051 SW 34TH STREET FORT LAUDERDALE, FLORIDA 33811 PHONE: (407) 351-6730 FAX: (407) 351-9851 www.leadingedgepa.com FLORIDA LICENSED BUSINESS NUMBER LB 0846		ALTA/ACSM LAND TITLE SURVEY OF CLERMONT COLLEGE STATION CENTER LOCATED IN SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST LAKE COUNTY, FLORIDA FOR EQUITY, INC.		REVISIONS:	



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (SEE SHEET 1 OF 8)

ALTA/ACSM LAND TITLE SURVEY

CLERMONT COLLEGE STATION CENTER
LOCATED IN SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

**FOR
EQUITY, INC.**

**LEADING EDGE
LAND SERVICES
INCORPORATED**

4561 SW 34th STREET
SUITE C
ORLANDO, FLORIDA 32811
PHONE: (407) 351-6730
FAX: (407) 351-9891

www.leadingedgepls.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

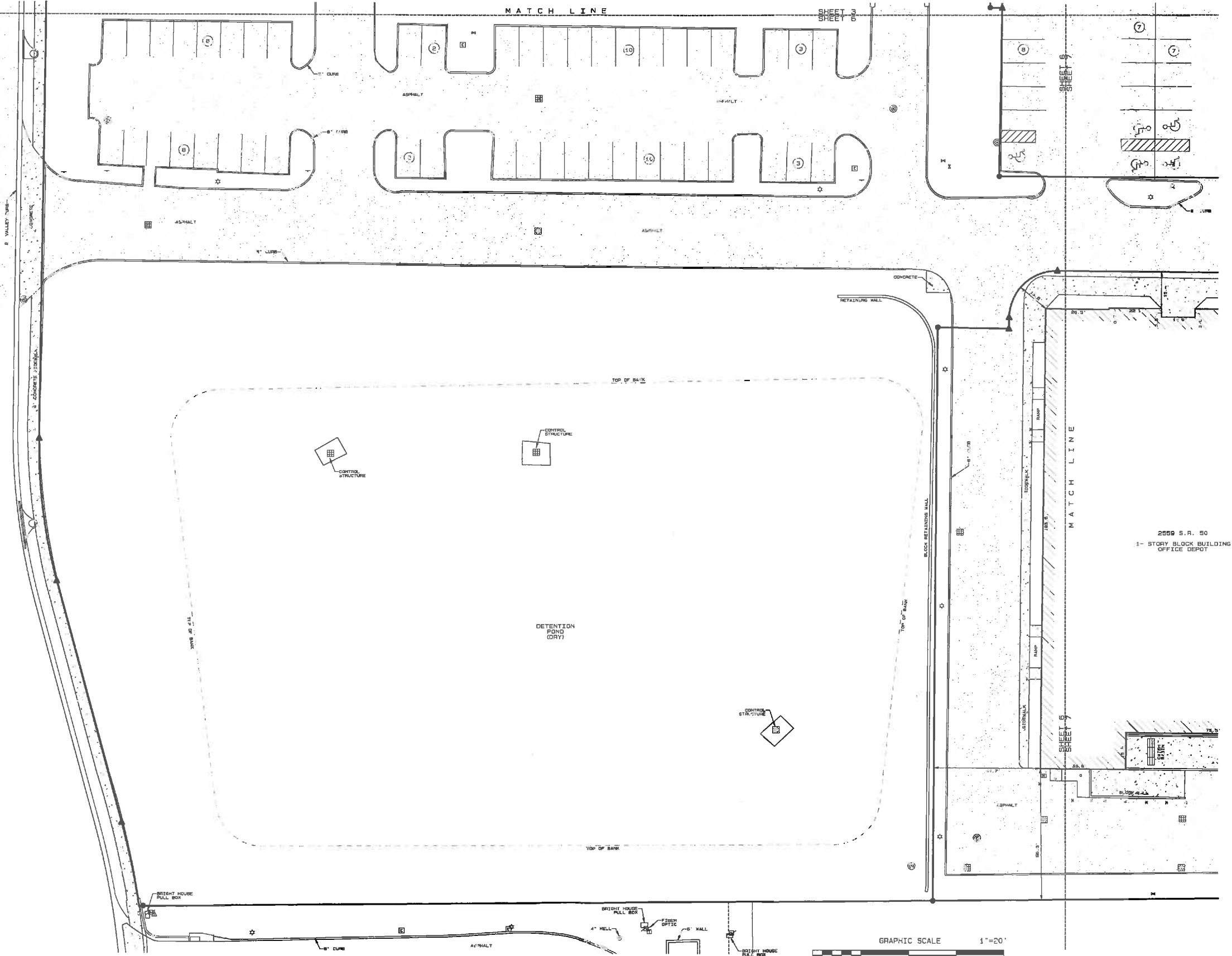
EQUITY, INC.

DATE OF DRAWING: 10 JUL 2013	LAST FIELD WORK: 05 JUL 2013
MANAGER: JCH	CADD: EAC
PROJECT NUMBER: 704-13001	CREW CHIEF (S): NAC, NSC
FIELD BOOK NUMBER: LE 950, 951	COMPUTER FILE: 704001ALTA.PRO
	SCALE: 1" = 20'
	SHEET 5 OF 8



**HOOK STREET CONNECTOR
(MISS FLORIDA AVENUE)**

80' RIGHT OF WAY
O.R. BOOK 2345, P.G. 748



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (SEE SHEET 1 OF 8)

**LEADING EDGE
LAND SERVICES**
INCORPORATED

2515 W. 34th STREET
SUITE 200
ORLANDO, FLORIDA 32811
PHONE: (407) 351-6730
FAX: (407) 351-9651
www.leadingedge3a.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

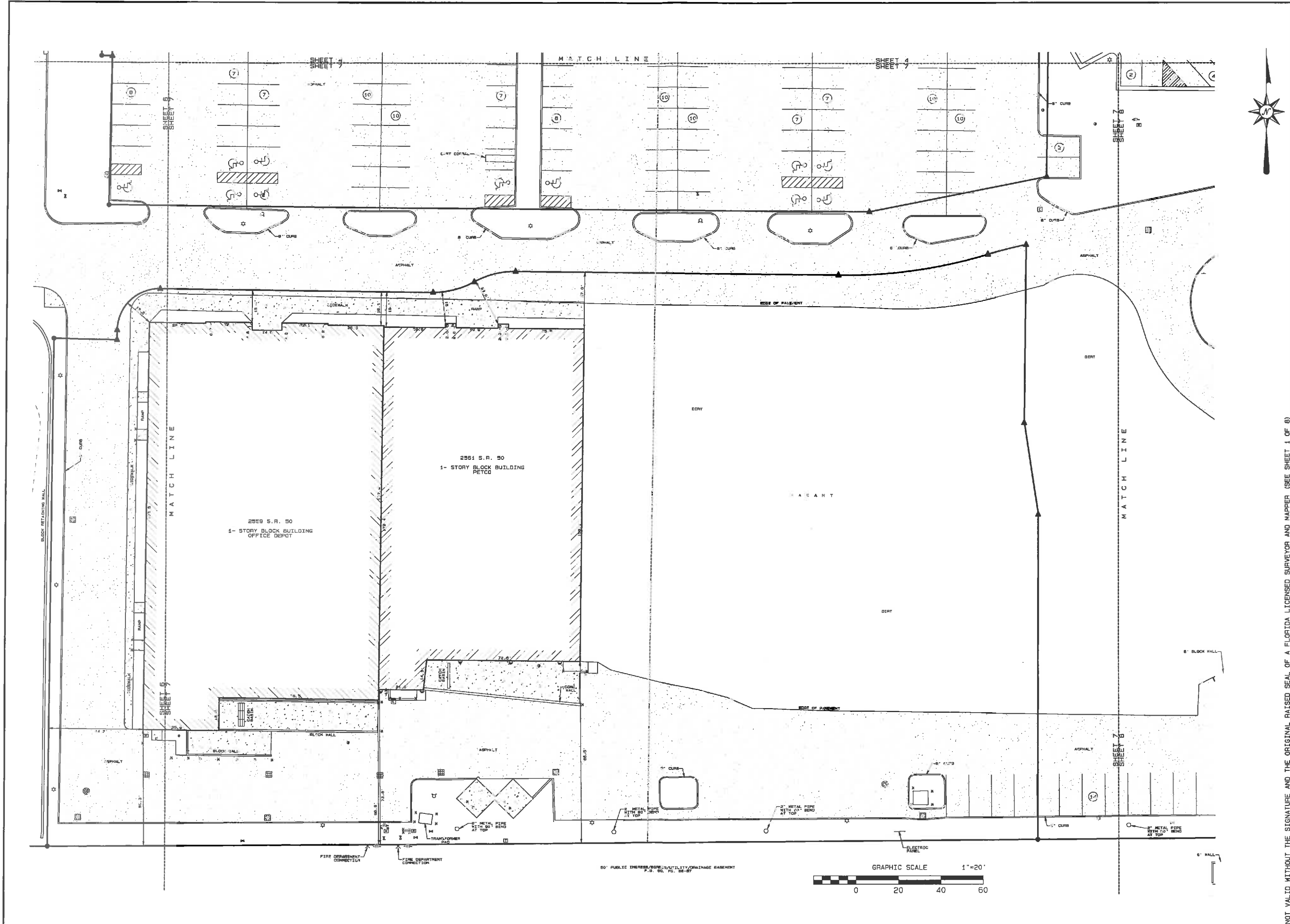
ALTA/ACSM LAND TITLE SURVEY

OR
CLERMONT COLLEGE STATION CENTER
LOCATED IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

FOR
EQUITY, INC.

REVISIONS:

DATE OF DRAWING: 10 JUL 2013	LAST FIELD WORK: 05 JUL 2013
DRAWN BY: JDN	CHECKED BY: NAC, RSC
PROJECT NUMBER: 704-13001	COMPUTER FILE: 704001A1A.DWG
FIELD BOOK NUMBER: LE 920, 951	SCALE: 1" = 20'
	SHEET 6 OF 8



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (SEE SHEET 1 OF 8)

LEADING EDGE
LAND SERVICES
INCORPORATED

4051 SW 34th STREET
OCCASIO, FLORIDA 33011
PHONE: (407) 351-6730
FAX: (407) 351-8651
www.leadingedge1a.com

FLORIDA LICENSED BUSINESS NUMBER LB 8846

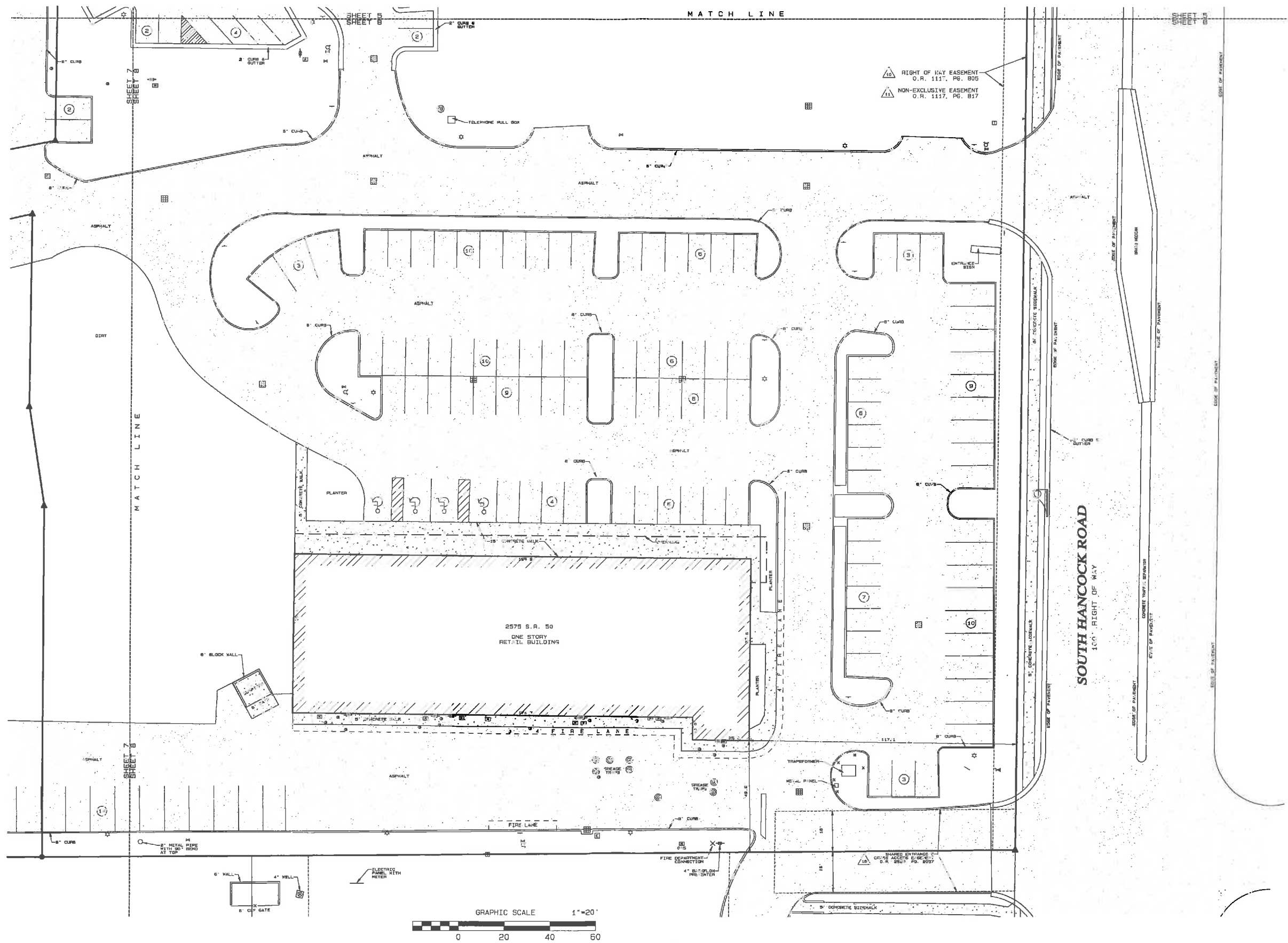
ALTA/ACSM LAND TITLE SURVEY

OF
CLERMONT COLLEGE STATION CENTER
LOCATED IN SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

FOR
EQUITY, INC.

REVISIONS:

DATE OF DRAWING: 10 JUL 2013	LAST FIELD WORK: 05 JUL 2013
MANAGER: JON CAD: EAC	CHECK CHIEF: BIL MC. MC.
PROJECT NUMBER: 704-13001	COMPUTER FILE: 704001ALTA.DWG
FIELD BOOK NUMBER: LE 620, 951	SCALE: 1" = 20'
	SHEET 7 OF 8



ALTA/ACSM LAND TITLE SURVEY

CLERMONT COLLEGE STATION CENTER
LOCATED IN SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

www.leadingedges.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

EQUITY, INC.

REVISIONS:

DATE OF DRAWING: 10 JUL 2013	LAST FIELD WORK: 09 JUL 2013
MANAGER: JCH	CADD: EAC
PROJECT NUMBER: 704-13001	CHEM CHIEF (S): NAC, MSC
FIELD BOOK NUMBER: LE 920, 951	COMPUTER FILE: 704001ALTA.PRO
	SCALE: 1" = 20' SHEET 8 OF 8

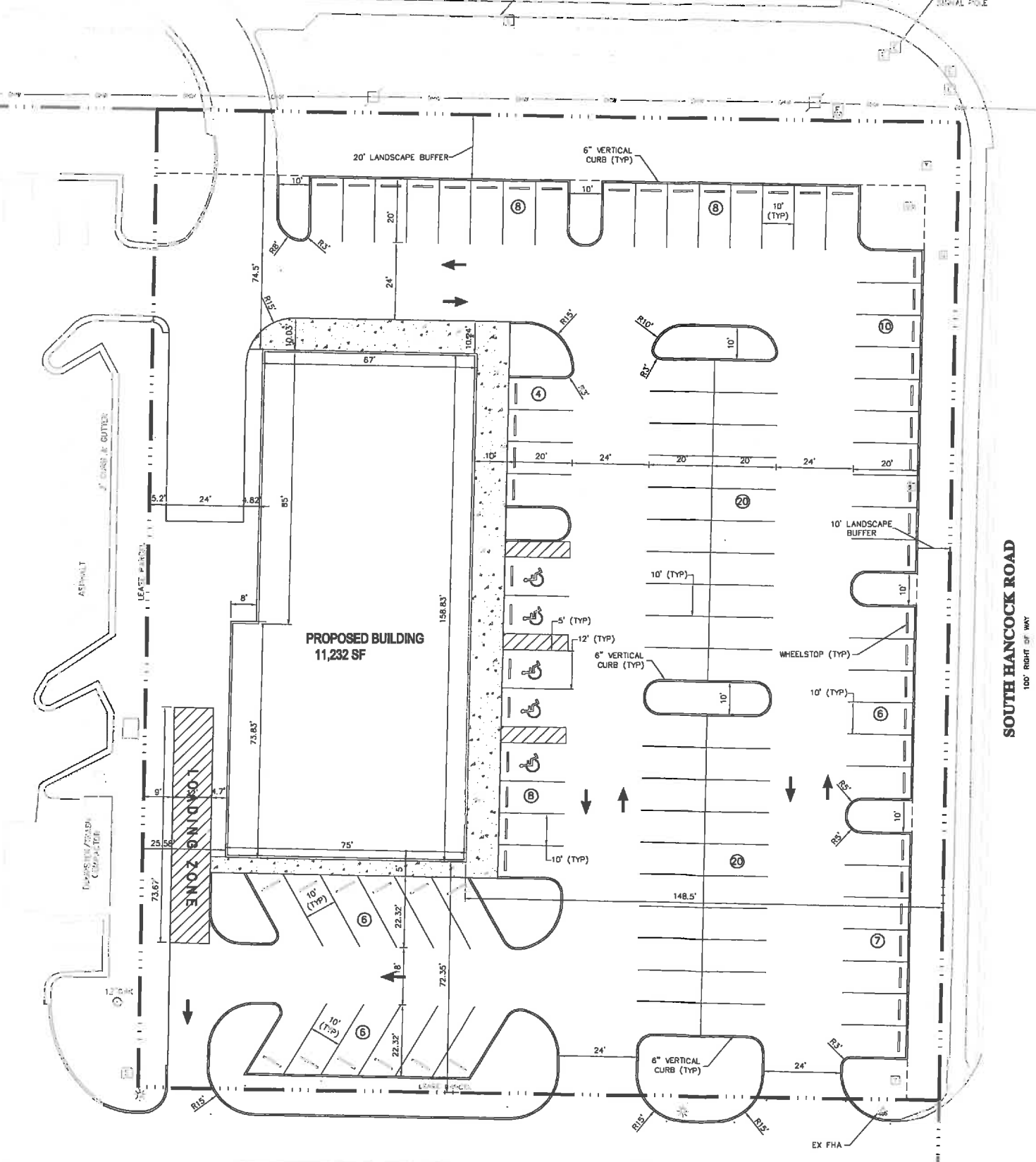
STATE ROAD 50
VARIABLE-WIDTH RIGHT-OF-WAY
PER STATE RW MAP SECTION 11070-2505

FLOOD ZONE NOTE:
THE SITE APPEARS TO BE IN FLOOD ZONE "X", ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 12069C0590E INDEX DATED DECEMBER 18, 2012.



NOTE TO CONTRACTORS:
THE LOCATIONS OF ALL UTILITIES ARE APPROXIMATE AND HAVE NOT BEEN VERIFIED. BEFORE BEGINNING SITE WORK, THE CONTRACTOR IS REQUIRED TO FIELD VERIFY THE EXISTENCE, LOCATION & ELEVATION OF UNDERGROUND UTILITIES AND OTHER FEATURES, & CONTACT THE ENGINEER TO CONVEY ANY INFORMATION AND/OR DISCREPANCIES.

DATUM NOTE:
ALL ELEVATIONS ARE BASED ON BENCHMARK, NOS BRASS DISK STAMPED K 621 2005, PUBLISHED ELEVATION = 233.24 FEET, NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
CONVERSION: (NAVD + 0.679' = MVD 1929 DATUM.)



LEGEND

- | | | | |
|--|--------------------------|--|----------------------|
| | OAK TREE | | MITERED END |
| | BACKFLOW PREVENTER | | SET IRON ROD AND CAP |
| | BOLLARD | | SET NAIL AND DISK |
| | CATCH BASIN | | SIGN |
| | CLEANOUT | | SANITARY MANHOLE |
| | CONC POLE | | SANITARY SEWER VALVE |
| | ELECTRIC BOX | | STORM MANHOLE |
| | FOUND NAIL AND DISK | | TELEPHONE PED |
| | FIRE HYDRANT | | UTILITY MARKER |
| | GAS VALVE | | WATER METER |
| | IRRIGATION CONTROL VALVE | | WOOD POWER POLE |
| | LIGHT POLE | | WATER VALVE |

DESIGNED BY: MDS
DRAWN BY: MDS
CHECKED BY: SPC

Gulf Coast Consulting, Inc.
Land Development Consulting
ENGINEERING TRANSPORTATION PLANNING PROGRAMS
13825 I-10 BLVD, SUITE 605
CLEARWATER, FLORIDA 33760
Phone: (727) 534-1818 Fax: (727) 534-4790
WWW.GULFCOASTCONSULTINGINC.COM

PREPARED FOR:

Equity Construction Solutions
2590 Northbrook Plaza Drive
Suite 208
Naples, Florida 34119

SHEET DESCRIPTION:

COLLEGE STATION OUTPARCEL
HORIZONTAL CONTROL PLAN

DATE	10/1/17	APP'D BY	SEAN P. CASHEN
SEAN P. CASHEN PROFESSIONAL ENGINEER LICENSE NO. 12585		THESE PLANS MAY NOT BE COPIED OR MODIFIED WITHOUT WRITTEN PERMISSION FROM GULF COAST CONSULTING, INC.	
THIS PLAN HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY SEAN P. CASHEN, P.E. ON 10/1/17 USING A SHA-1 AUTHENTICATION CODE.		PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.	
SEAN P. CASHEN, P.E. #12585 NOT VALID UNLESS SIGNED & SEALED BY A REGISTERED ENGINEER GULF COAST CONSULTING, INC. CERTIFICATE OF AUTHORIZATION NO. 9794		PROJECT NO.	15-068
		DATE	02/XX/17
		C5	



CITY OF CLERMONT
VARIANCE
Application

DATE: _____

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): College Station Outparcel

APPLICANT: Clermont College Station, LLC c/o Equity, LLC

CONTACT PERSON: Mr. Phil Kirkpatrick

Address: 4107 W. Spruce Street, Suite 101

City: Tampa State: FL Zip: 33607

Phone: (813) 490-8903 Fax: _____

E-Mail: pkirkpatrick@equity.net

OWNER: John P. Adams and Ann D. Adams - Family Limited Partnership

Address: 2500 Dundee Road

City: Winter Haven State: FL Zip: 33884

Phone: (863) 324-4576 Fax: _____

Address of Subject Property: 2575 East Highway 50, Clermont

General Location: Southwest corner of SR 50/Hancock Road intersection - 1.75 acres

Legal Description (include copy of survey): See attached Legal Description & Survey

Subject site is 1.75 acres in the N.E. corner of the Clermont College Station Center

Land Use (City verification required): Commercial

Zoning (City verification required): C-2 General Commercial District



CITY OF CLERMONT
VARIANCE
Application
Page 2

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

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

Section 98-14 / Parking spaces

Section 118-37d / Perimeter Landscape buffer on interior site (west side)

What are you proposing to do that would require a variance and why? Development of outparcel with retail/restaurants for which "on-site" parking cannot be accommodated.

How does the Code create a hardship? Required parking per code exceeds amount that can fit on-site. Adjacent parking lot has unused parking spaces that can satisfy any overflow from subject site.

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

Variance requested – subject and code section: Parking / Section 98-14

Perimeter Landscape Buffers / Section 118-37d

Sec. 86-174. Review criteria and findings.

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

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

Subject site is constrained by adjacent development and public roads. Existing buffer adjacent to Chick-Fil-A varies from 5 feet to 9 feet on subject site. Chick-Fil A has 10 feet for a total of 15-19 feet combined.

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

Requested variance is minor (difference of three (3) parking spaces). Parking "requirement" is too high given adjacent uses and probability of shared parking. Landscape buffer varies between 5-9 feet on subject site.



CITY OF CLERMONT

VARIANCE

Application

Page 3

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

Literal interpretation would require parking that cannot reasonably fit on-site, while site is being developed at a reasonable FAR (proposed FAR 0.15). Other property owners may apply for similar variances.

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

It is not an economically driven request. There is ample parking available in adjacent retail parcel that can accommodate any overflow for adjacent site. See Parking Study.

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

The variances are minimal.

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

No special privilege is conferred that cannot be requested by any other user in the General Commercial District.

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

The surrounding uses are retail/restaurants. Ample parking is available in adjacent retail parcel and a cross-parking easement exists. The reduced buffer is interior between Chick-Fil-A and subject site and the combined landscape area is 15-19 feet total.



CITY OF CLERMONT
VARIANCE
Application
Page 4

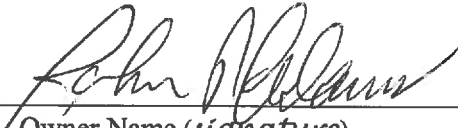
(8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Variances will not materially impact surrounding properties and will not be a detriment to the public welfare.

Philip S. Kirkpatrick
Applicant Name (print)

X 
Applicant Name (*signature*)

John P. Adams
Owner Name (print)

X 
Owner Name (*signature*)

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

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

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

Select Language ▼

Property Record Card

General Information

Owner Name:	JOHN P ADAMS & ANN D ADAMS FAMILY LP	Alternate Key:	3540964
Mailing Address:	PO BOX 1667 WINTER HAVEN, FL 33882-1667 Update Mailing Address	Parcel Number:	09-22-26- 120501700000
		Millage Group and City:	000C (CLERMONT)
		Total Certified Millage Rate:	18.0915
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	CLERMONT, LAKE HIGHLANDS 28-22-26 FROM NE COR OF NE 1/4 RUN S 0-50-10 W 1373.53 FT, N 89-22-20 W 50 FT TO INTERSECTION OF S'LY R/W LINE OF SR 50 & W'LY R/W LINE OF SOUTH HANCOCK RD FOR POB, RUN S 0-50-10 W 305.69 FT, N 89-23-37 W 248.79 FT, N 0-36-23 E 281.78 FT, S 89-22-20 E 250.01 FT TO POB, BEING PART OF TRACT 17 PB 2 PG 28 ORB 1486 PG 856		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		76251.78	SF	\$0.00	\$915,021.00

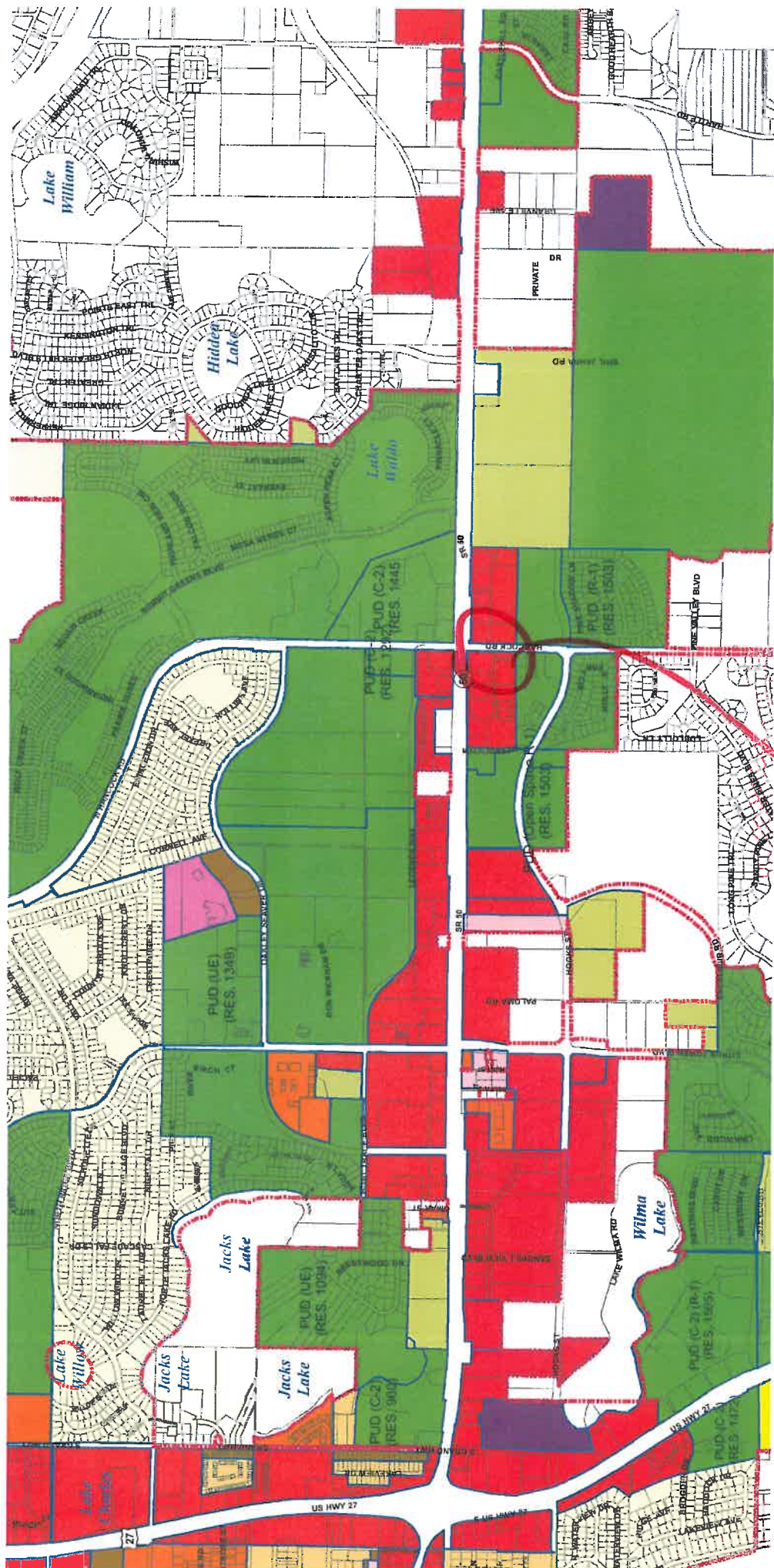
Miscellaneous Improvements

There is no improvement information to display.

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on 08 January 2017.
Site Notice

COLLEGE STATION OUTPARCEL
1.75 ACRES
LEGAL DESCRIPTION

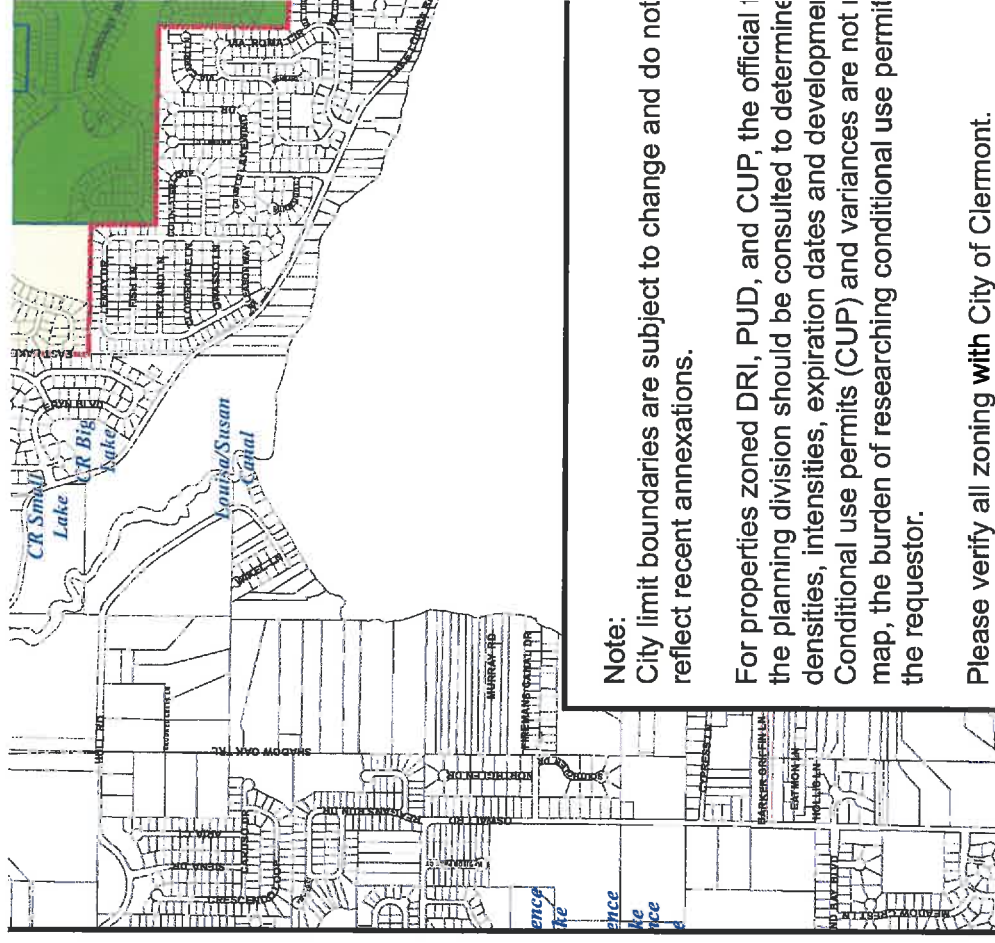
CLERMONT, LAKE HIGHLANDS 28-22-26 FROM NE COR OF NE 1/4 RUN |
S 0-50-10 W 1373.53 FT, N 89-22-20 W 50 FT TO INTERSECTION |
OF S'LY R/W LINE OF SR 50 & W'LY R/W LINE OF SOUTH HANCOCK |
RD FOR POB, RUN S 0-50-10 W 305.69 FT, N 89-23-37 W 248.79 |
FT, N 0-36-23 E 281.78 FT, S 89-22-20 E 250.01 FT TO POB, |
BEING PART OF TRACT 17 PB 2 PG 28 |
ORB 1486 PG 856 |



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Zoning Designations

	UT URBAN TRANSITION DISTRICT
	UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
	R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
	R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
	R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
	R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
	R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
	O-1 OFFICE DISTRICT
	C-1 LIGHT COMMERCIAL DISTRICT
	C-2 GENERAL COMMERCIAL DISTRICT
	CBD CENTRAL BUSINESS DISTRICT
	M-1 INDUSTRIAL DISTRICT
	CD COMMERCE DISTRICT
	PR PARKS AND RECREATION DISTRICT
	PUD PLANNED UNIT DEVELOPMENT
	AREAS NOT WITHIN THE CITY LIMITS



Note:
City limit boundaries are subject to change and do not reflect recent annexations.

For properties zoned DRI, PUD, and CUP, the official planning division should be consulted to determine densities, intensities, expiration dates and development Conditional use permits (CUP) and variances are not map, the burden of researching conditional use permit the requestor.

Please verify all zoning with City of Clermont.

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the request for the following variances: (1) to allow for a reduction of three (3) parking spaces for a proposed commercial development instead of the number as required by the Land Development Code, Section 98-14 – Minimum Parking Spaces, (2) to allow for a reduced perimeter landscape buffer between abutting properties instead of the minimum ten-foot wide landscape buffer, as required by the Land Development Code, Section 118-37 at the following location:

LOCATION:

Vacant 1.75-acre lot
at the southwest corner of Hancock Road and SR 50
Portion of Alt. Key 3540964

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

This request will be heard by the City Council at a public hearing to be held on Tuesday, March 14, 2017 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
March 7, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, March 14, 2017	
Agenda Item Name	
Ordinance No. 2017-23 <i>Introduction</i> <i>The Addison Rezoning</i>	
Requested Action	
Recommend introduction of Ordinance 2017-23.	
Staff Report	
The Council previously heard a request by the applicant for this rezoning at its January 17, 2017 meeting. After discussion at that meeting, the applicant withdrew the request. The applicant has recently resubmitted the request, which must be re-heard by the Planning & Zoning Commission before being considered again by the City Council. The specifics of the proposed rezoning request remain unchanged from January. The applicant; B&S Engineering Consultants, is requesting a rezoning from C-2 General Commercial to Planned Unit Development (PUD) to develop The Addison, an apartment community (formerly known as Palisades at Clermont). The 19.17-acre property is located at the northwest corner of Hooks Street and Citrus Tower Boulevard and extends west towards Oakley Seaver Drive. The property has been previously altered with mining activities and is currently vacant. The applicant desires to develop the site for a multi-family development with up to 12 units per acre, or a total of up to 230 units. The applicant has provided a conceptual site plan, prepared by B&S Engineering Consultants, dated February 14, 2017, showing the layout of the buildings and parking on the site. The project will consist of 16 multi-story buildings with a clubhouse and other amenities for the residents. The proposal is for multi-family use only with no commercial development proposed. Because the site has been previously disturbed, the applicant is requesting several waivers to deal with the existing conditions. The applicant is requesting cut and fill up to 25 feet over the project area. This is due to the existing man-made holes on the site from the mining activity and stock piling of roadway material (spoils) from Hooks Street and the surrounding road construction activities. This was permitted under the current St. Johns River Water Management District (SJRWMD) Permit 89835. The applicant is requesting 4:1 grades to assist with transitioning the grade over the site. The 4:1 slope is also being requested in the landscape buffers, where needed. The applicant is requesting a maximum retaining wall height of 13 feet. When two wall segments are required, the applicant is requesting a 3-foot terrace instead of a 5-foot terrace. The applicant is requesting that the development be gated with private streets. The applicant is requesting that driveway access and parking be allowed to be constructed below the centerline of adjoining roads, with the City's engineer's approval. The applicant has indicated that they can serve the entire development with one central compactor for solid waste collection and is seeking a waiver to the Land Development Code (LDC) for dumpsters. Staff acknowledges that the site has been disturbed and the original topography has been altered, as evident from historical aerial photography and from the St. Johns River Water Management District permit. Staff understands that the site will be challenging to develop and the very nature of the Planned Unit Development zoning allows waivers to the Land Development Code. The traffic report indicates that the proposed development will not require additional improvements to the surrounding roadway systems. The applicant will be required to participate in any mitigation that is warranted by the Lake County School District for school concurrency.	

Staff has reviewed the applicant's request for a rezoning from C-2 General Commercial to PUD zoning. Staff believes the proposal meets the standards with regard to Section 122-315, Review Criteria for a PUD. Therefore, staff recommends approval of Ordinance 2017-23.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-----------------------------|---|
| 1. | Ordinance | 2017 REZ ORD 2017-23.docx |
| 2. | Maps | The Addison Maps.pdf |
| 3. | Elevation | Elevations.pdf |
| 4. | PUD Site Plan | 02-15-17 PALISADES AT CLERMONT Packet.pdf |
| 5. | Colored Schematic Site Plan | Colored Schematic Site Plan.pdf |
| 6. | Addison Photos | The Addison at Universal__ Photos.pdf |
| 7. | Application | Application - March.pdf |
| 8. | Legal ad | 2017 The Addison PUD legal ad.docx |

CITY OF CLERMONT
ORDINANCE No. 2017-23

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

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

SECTION 1:

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

LEGAL DESCRIPTION

PARCEL A

Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 22 South, Range 26 East, also described as Tract 32 of Section 29, Township 22 South, Range 26 East, according to the plat of Lake Highlands Company, filed January 10, 1914, and recorded in Plat Book 2, Page 25, Public Records of Lake County, Florida, less and except a strip of land 15 feet wide along the East and also along the South side thereof, reserved for one-half of roadway, as shown on said plat of Lake Highland Company. Also Less and Except the land described in the Statutory Warranty Deeds in favor of Lake County recorded in Official Records Book 2360, Page 706 and Page 714 and Official Records Book 2646, Page 47, Public Records of Lake County, Florida.

AND

PARCEL B

A portion of the Northeast one-quarter (NE 1/4) of Section 29, Township 22 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Begin at a one-half inch iron rod (LS# 2142) monumenting the Southwest corner of Lot 51, Summit Subdivision, recorded in Plat Book 8, Page 7 of the Public Records of Lake County, Florida; thence North 86°18'10" East along the monumented South line of said Summit Subdivision, 640.06 feet; thence South 04°06'36" East along a line 15.00 feet West of and parallel with the East line of the Northeast one-quarter (NE 1/4) of said Section 29, a distance of 116.58 feet; thence South 87°08'43" West along the South line of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of said Section 29, a distance of 643.56 feet; thence North 04°06'48" West along the West line of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of said Section 29, a distance of 107.12 feet; thence North 86°18'10" East, 3.36 feet to the Point of Beginning.

CITY OF CLERMONT
ORDINANCE No. 2017-23

Less and Except the land described in the Corrective Quit Claim Deed recorded in Official Records Book 2926, Page 2335, Public Records of Lake County, Florida.

PARCEL C

Tract 31, Section 29, Township 22 South, Range 26 East, Lake Highlands County, according to the map or plat thereof as recorded in Plat Book 2, Page 25, Public Records of Lake County, Florida.

Less and Except the land described in the Corrective Deed recorded June 23, 2008 in Official Records Book 3643, Page 2021, Public Records of Lake County, Florida.

Together with that certain non-exclusive storm water drainage easement by and between Sandhill Commons Property Owners' Association and Dewitt Enterprises, Inc. recorded June 29, 2012, in Book 4181, Page 423, Public Records of Lake County, Florida.

Containing 19.17 acres more or less, and being subject to any easements, rights-of-way or restrictions of record.

LOCATION

Northwest corner of Hooks Street and Citrus Tower Blvd
AK 3771657, 1114985, 1112192

**FROM: C-2 GENERAL COMMERCIAL
TO: PLANNED UNIT DEVELOPMENT**

SECTION 2 - General Conditions:

This application is for a Planned Unit Development to allow for a multi-family residential Planned Unit Development; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Site Plan, Sheet C-2.1, prepared by B&S Engineering Consultants, LLC, dated 2-14-17, Palisades at Clermont, LLC. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

CITY OF CLERMONT
ORDINANCE No. 2017-23

SECTION 3 - Land Uses and Specific Conditions:

1. A total of up to 230 multi-family dwelling units may be permitted on the site, not to exceed a density of 12 units per acre within the project.
2. Setbacks for Multi-family
 - From Hooks Street: 25 feet from the property line
 - From Oakley Seaver: 25 feet from property line
 - From Citrus Tower: 25 feet from property line
 - Rear: 25 feet from the property line
3. The multi-family project will have private gated streets that will be maintained by the developer or designated party.
4. Driveway access and parking for the project may be below the centerline of adjoining roads and will be subject to the approval of the City Engineer.
5. The project may have elevation changes of up to 25 feet in height over the project site through the use of cut and fill. These changes will be submitted to the City Engineer at the time of final engineering.
6. Retaining wall heights up to 13 feet in height are allowed to deal with the extreme grades on the site. 3 foot terrace between walls can be utilized where two wall segments are required.
7. The project may have slopes of 4:1 on the pervious areas of the site, including the landscape buffer.
8. A trash compacter may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project. If this cannot be demonstrated, then one dumpster per 25 units shall be provided.
9. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

SECTION 4:

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

SECTION 5:

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

CITY OF CLERMONT
ORDINANCE No. 2017-23

SECTION 6:

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

CITY OF CLERMONT
ORDINANCE No. 2017-23

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of March, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map The Addison

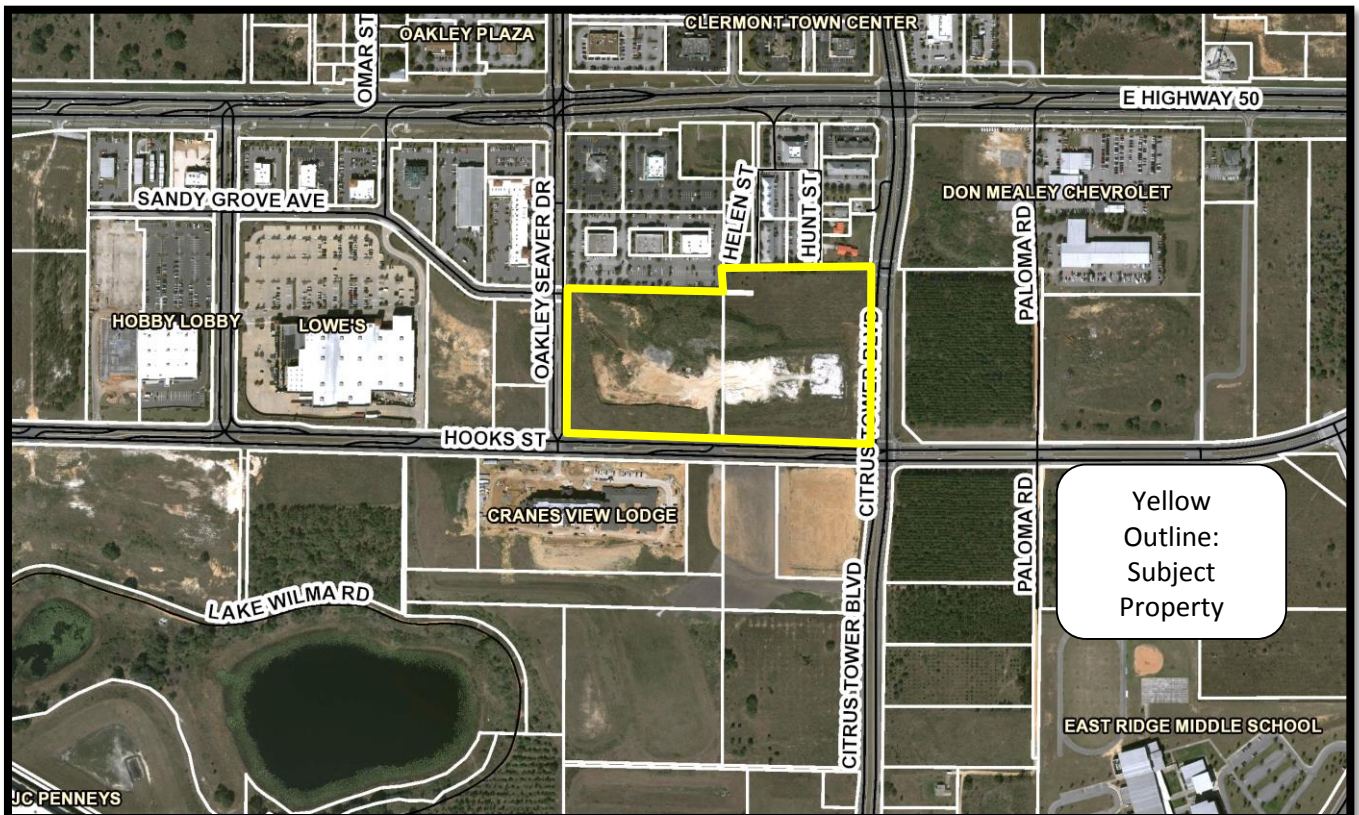
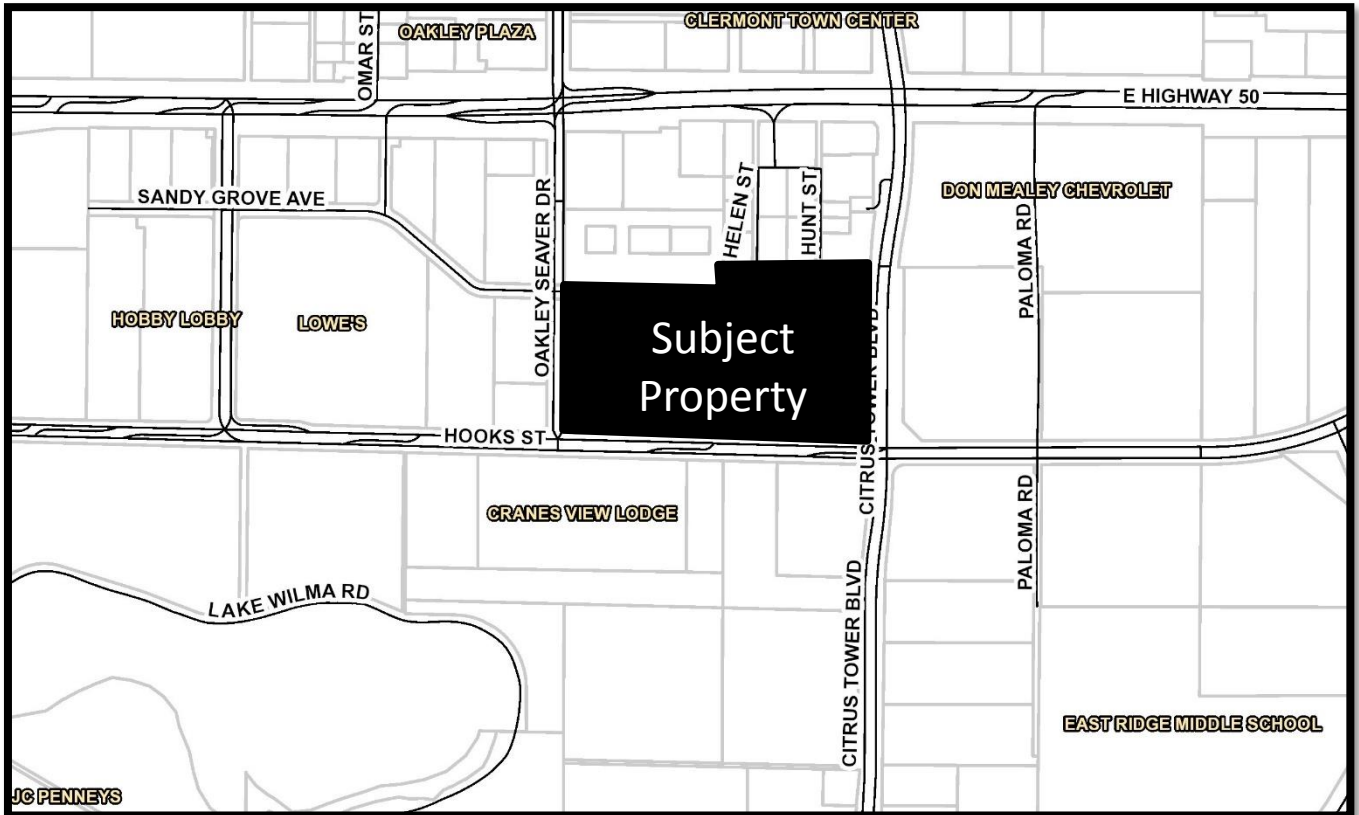
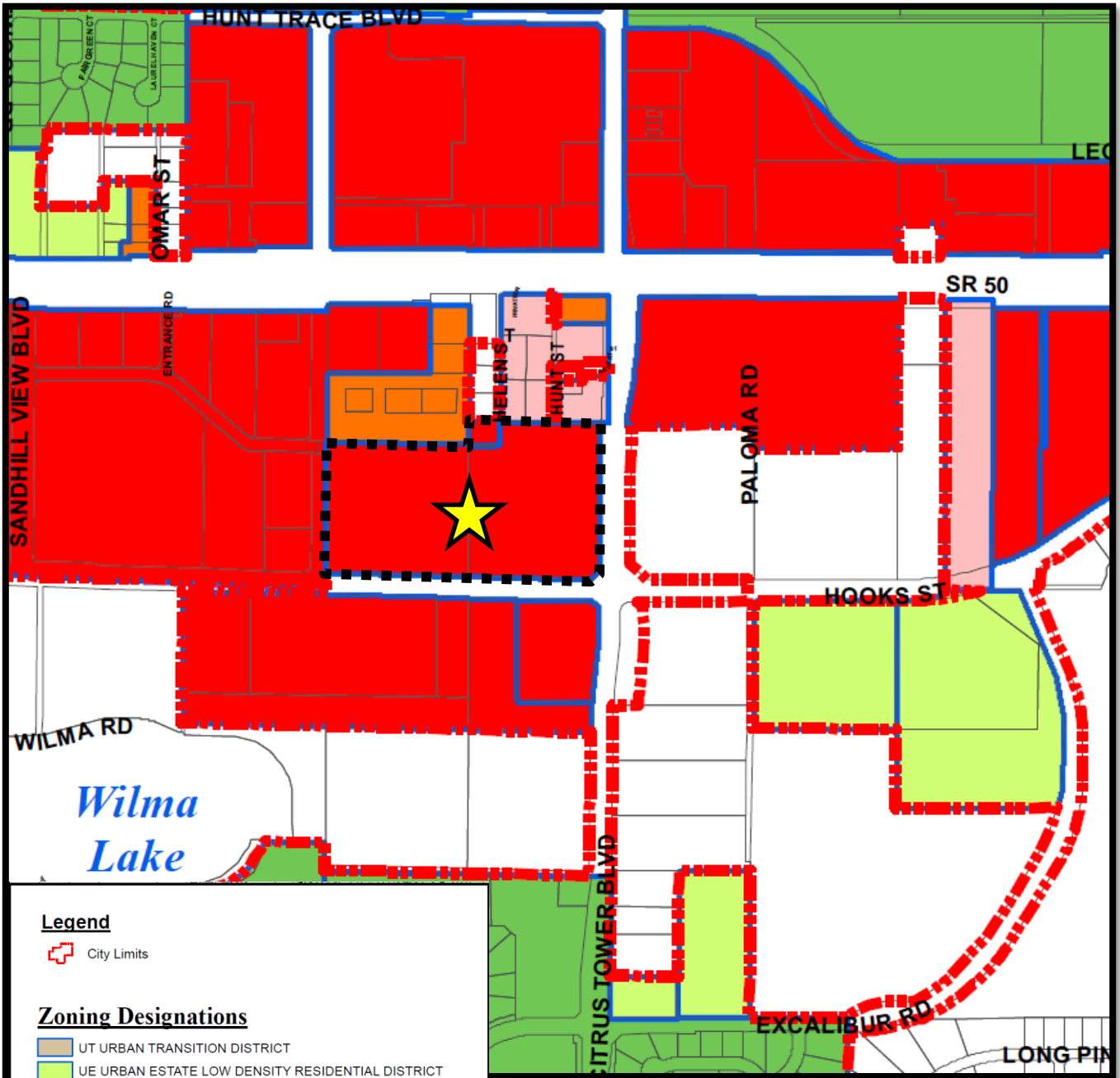


Exhibit – Zoning The Addison



Legend

City Limits

Zoning Designations

- UT URBAN TRANSITION DISTRICT
- UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
- R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
- R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
- R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
- O-1 OFFICE DISTRICT
- C-1 LIGHT COMMERCIAL DISTRICT
- C-2 GENERAL COMMERCIAL DISTRICT
- CBD CENTRAL BUSINESS DISTRICT
- M-1 INDUSTRIAL DISTRICT
- CD COMMERCE DISTRICT
- PR PARKS AND RECREATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- AREAS NOT WITHIN THE CITY LIMITS

The Palisades of Clermont, LLC
1556 Lake Whitney Drive - Windermere FL 34786.

THE PALISADES

Preliminary Design- December 01, 2016



MEP ENGINEER
MiGre Engineers, LLC
1200 West S.R. 434, Suite 301
Longwood, Florida 32750
PH. 407-636-7999, x122
www.migre-eng.com
CONTACT: Pat Rance
E-MAIL: Prance@migre-eng.com

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c b a
charlan • brock • associates
architects • planners

1770 Fennell Street
Maitland, Florida 32751
PH. 407-660-8900
www.cbaarchitects.com
CONTACT: Jody Kizelewicz
E-MAIL: jody@cbaarchitects.com

STRUCTURAL ENGINEER
Structural Concepts & Design
2989 West S.R. 434, Suite 300
Longwood, Florida 32779
PH. 407-682-2086
FAX. 407-682-2386
CONTACT: Robert C. Scroggins, P.E.
E-MAIL: CScroggins@StructuralConcepts-Design.com



THE PALISADES
The Palisades of Clermont, LLC
1556 Lake Whitney Drive - Windermere FL 34786.

c b a
charlan • brock
associates
architects planners
1770 fennell street
maitland florida 32751-7208
407 660 8900 f: 407 675 9948
www.cbaarchitects.com

PROJECT
COVER SHEET

date: 12-01-16
job no: 3859.16
drawn by: JK
reviewed by: CBA
file: 3859A0.01
issue history:

A0.01

PRELIMINARY - NOT FOR CONSTRUCTION

charlan, brock & associates, inc. hereby reserves all rights in this preliminary design and other property rights in their plans, specifications and designs. these ideas, designs and plans are not to be used for any other purpose without the express written permission from charlan, brock & associates, inc. all written dimensions shall have precedence over scale dimensions.

ELEVATION KEY NOTES

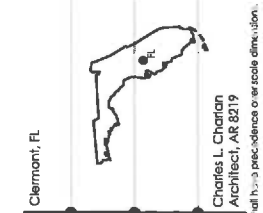
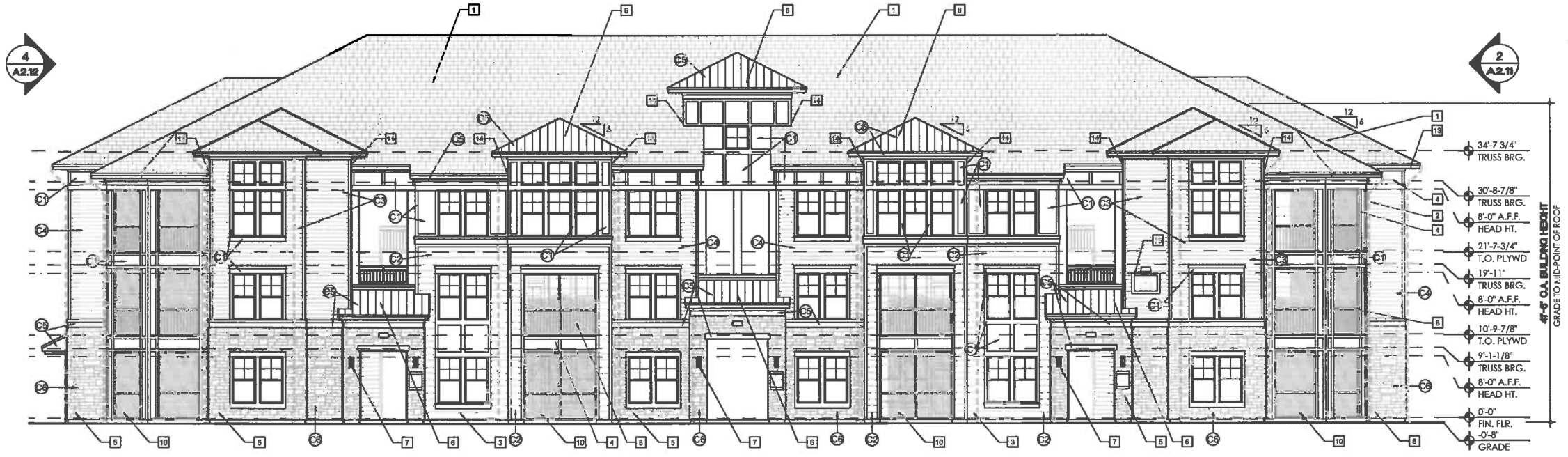
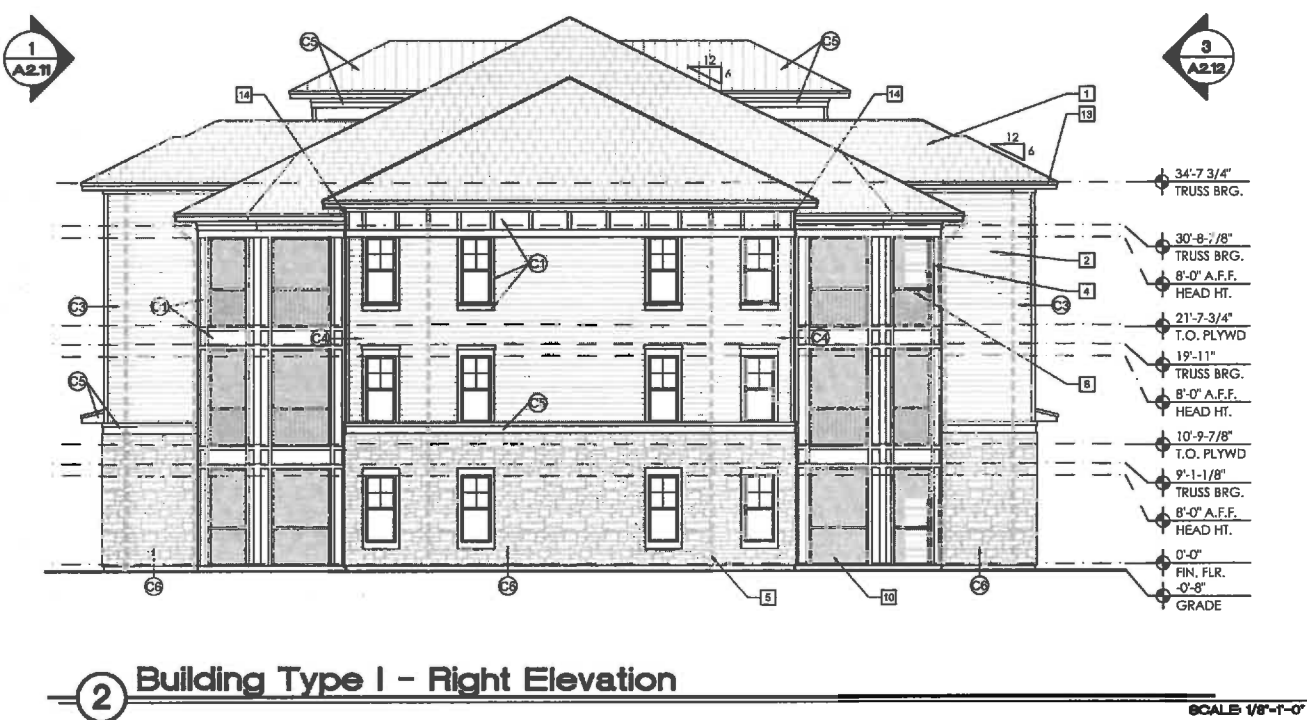
1. CONCRETE ROOF TILE ON SELF ADHERED #10 MIL WATERPROOFING MEMBRANE ON ROOF SHEATHING OVER PRE-ENGINEERED ROOF TRUSSES
2. 4" Reveal fiber cement lap siding over building wrap, over exterior wall per manufacturer's recommendations
3. 10" reveal fiber cement lap siding over building wrap, over exterior wall per manufacturer's recommendations
4. Fiber cement panel vertical siding over rainscreen, over building wrap, over exterior wall per manufacturer's recommendations
5. STONE VENEER OVER 2-COAT STUCCO ON METAL LATH, OVER LAYER OF 30# BUILDING PAPER OVER BUILDING WRAP, INSTALL PER STONE MANUFACTURER'S RECOMMENDATIONS
6. Standing seam metal roofing with continuous hip and ridge vents, typical.
7. Light fixture
8. Aluminum railing
9. Aluminum cladding
10. Aluminum screen enclosure
11. Meter bank. Actual location may vary. Verify which end meters shall be located on with electrical plans / transformer layout.
12. Decorative bracket. See Detail S/A7.35.
13. METAL DRIP EDGE ON ALUMINUM WRAPPED 1X3 ON 2X8 FASCIA BOARD WITH ALUMINUM GUTTER PER ROOF PLAN.
14. Water diverter kickout flashing at slope roof to vertical wall intersection
15. Building signage

TYPICAL ELEVATION NOTES

1. Typical exterior cladding: Combination of cementitious lapped siding, cementitious panel siding and cultured stone veneer. Entire building to be wrapped with building wrap. Inside and outside corners to be pre-wrapped with self-adhered membrane for 6" each side of corner. Stone veneer to be installed over stucco base with metal lath and 30# felt over building wrap.
2. All exterior trim to be 5/4" cementitious trim.
3. All penetrations must be properly flashed and/or sealed. Attachments through exterior skin shall be set in bead of sealant. Refer to sheets A7.41 & A7.42 for penetration details.
4. All building mounted equipment, panels, etc. shall be mounted after exterior finish is applied and painted. If sequencing of construction requires mounting prior to this, contractor shall submit method of mounting and waterproofing to architect for approval.
5. All unit balconies to have structural floor system sloped away from unit for drainage.
6. All exterior balcony rails to be factory finished aluminum.
7. All finish grade shall be minimum 8" below finish floor and slope away from building.
8. Provide urethane sealant at all inside corners.
9. Provide urethane sealant with bond breaker (to prevent 3-sided adhesion) at top and bottom of horizontal building bands.
10. Provide sealant joints of interface between dissimilar substrates, such as balcony ceilings, balcony exterior edges, exterior wall to soffit and ceiling conditions etc.
11. Provide positive slope 1:2 at top of trim bands, typical.
12. All attachment and penetration thru the exterior cladding system must be sealed against potential water intrusion.
13. Exterior walls to be painted prior to installation of downspouts. All downspouts to be 3"x5" factory finished aluminum.
14. All roof to wall intersections to have "L" flashing with vertical leg extending minimum 6" up the wall. All roof to wall eave terminations must have kick-out flashing.

COLOR SCHEDULE

Paint Scheme A	Paint Scheme B
(1) Pure White SW7005	(1) Pure White SW7005
(2) Network Gray SW7073	(2) Network Gray SW7073
(3) Special Gray SW6277	(3) Refuge SW6228
(4) Underspace SW6214	(4) Underspace SW6214
(5) Cyberspace SW7076	(5) Cyberspace SW7076
(6) Country LedgeStone, Echo Ridge Cultured Stone (Boral)	
NOTE: All corbels, gutters, screen enclosure, metal roofs and fascias to be color: Cyberspace, SW7076	



Clermont, FL

Charles L. Charlan
Architect, AIA 8219

THE PALISADES

charlan • brock
associates

architects planners
1778 fennell street
maitland florida 32751-7208
407 660 8900 F: 407 875 9940
www.cbaarchitects.com

Building Type I
Exterior Elevations
Front and
Right Side

date: 12-01-16
job no: 3859.16
drawn by: RR
reviewed by: CBA
file: 3859A2.11
issue history:

A2.11

PRELIMINARY - NOT FOR CONSTRUCTION

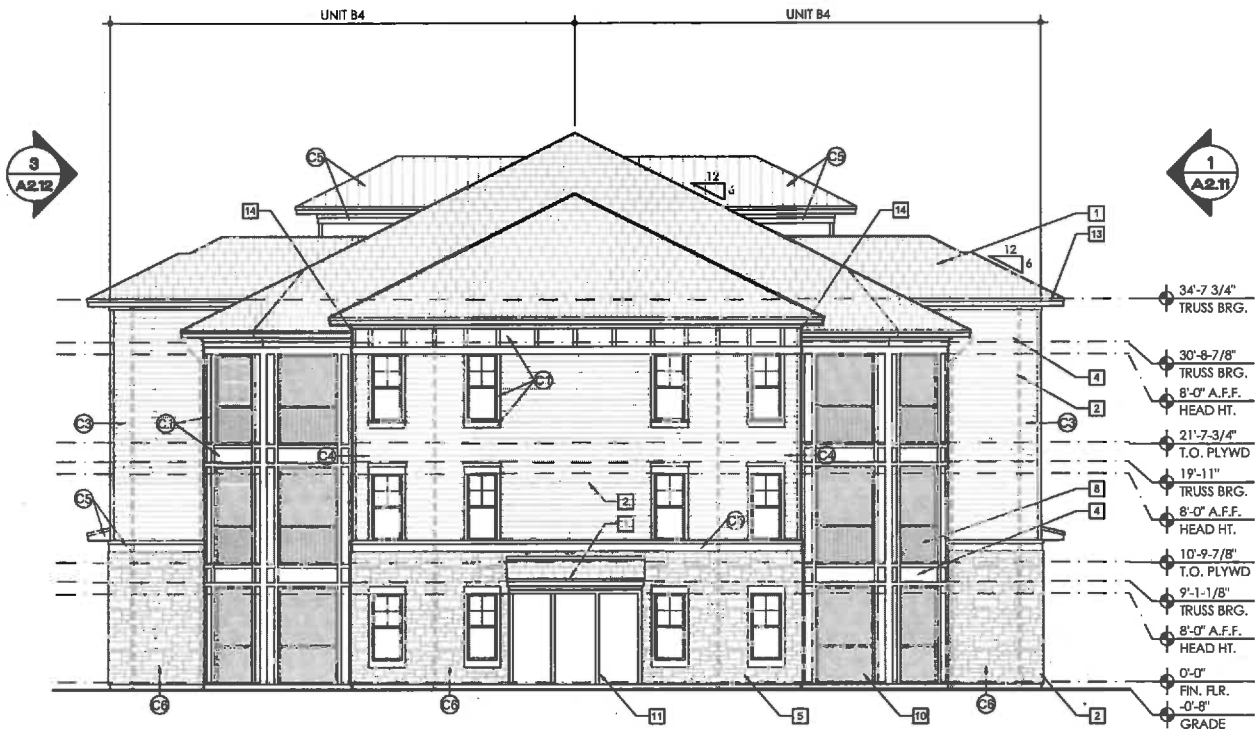
charlan, brock & associates, inc., hereby represents and warrants that the design and construction documents prepared by it for the project described, including all specifications, drawings, and plans are not to be reproduced, altered, or used for any other project without the written permission of charlan, brock & associates, inc. All dimensions are in feet and inches unless otherwise noted.

- ELEVATION KEY NOTES**
1. CONCRETE ROOF TILE ON SELF ADHERED 40 MIL WATERPROOFING MEMBRANE ON ROOF SHEATHING OVER PRE-ENGINEERED ROOF TRUSSES
 2. 4" Reveal fiber cement lap siding over building wrap, over exterior wall per manufacturer's recommendations
 3. 10" reveal fiber cement lap siding over building wrap, over exterior wall per manufacturer's recommendations
 4. Fiber cement panel vertical siding over rainscreen, over building wrap, over exterior wall per manufacturer's recommendations
 5. STONE VENEER OVER 2-COAT STUCCO ON METAL LATH, OVER LAYER OF 30# BUILDING PAPER OVER BUILDING WRAP. INSTALL PER STONE MANUFACTURER'S RECOMMENDATIONS.
 6. Standing seam metal roofing with continuous hip and ridge vents, typical.
 7. Light fixture
 8. Aluminum railing
 9. Aluminum awning
 10. Aluminum screen enclosure
 11. Meter bank. Actual location may vary. Verify which end meters shall be located on with electrical plans / transformer layout.
 12. Decorative bracket. See Detail S/A7.35.
 13. METAL DRIP EDGE ON ALUMINUM WRAPPED 1X3 ON 2X8 FASCIA BOARD WITH ALUMINUM GUTTER PER ROOF PLAN.
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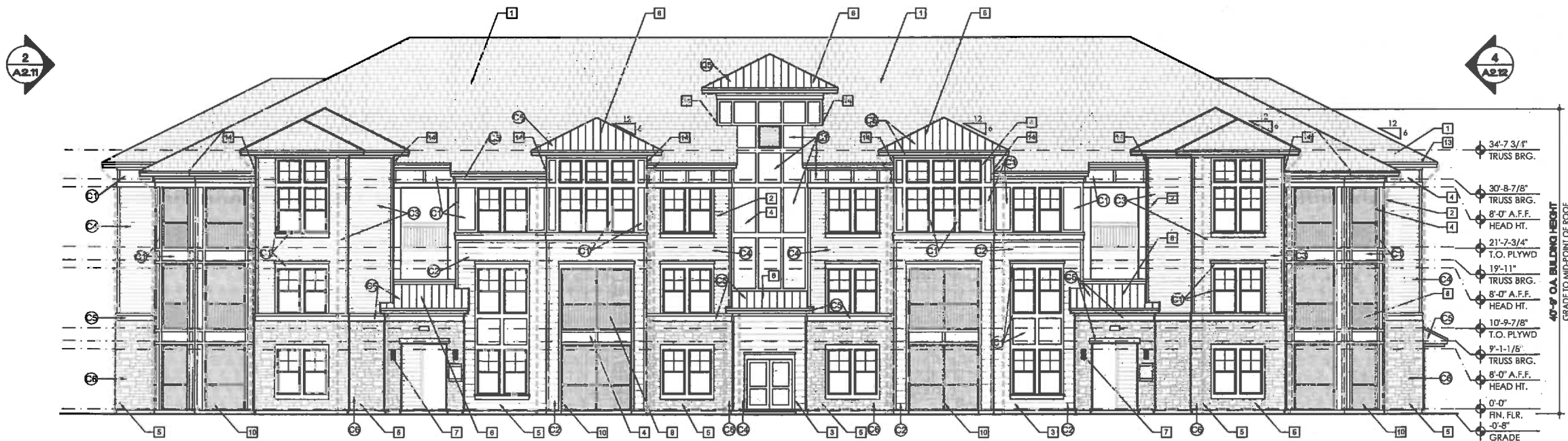
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Paint Scheme A	Paint Scheme B
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(C4) Underscas SW6214	(C4) Underscas SW6214
(C5) Cyberspace SW7076	(C5) Cyberspace SW7076
(C6) Country LedgeStone, Echo Ridge Cultured Stone (Boral)	

NOTE: All cornices, gutters, screen enclosure, metal roofs and fascias to be color: Cyberspace, SW7076



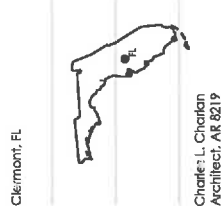
4 Building Type I - Left Elevation

SCALE 1/8"=1'-0"



3 Building Type I - Rear Elevation

SCALE 1/8"=1'-0"



The Palisades of Clemont, LLC
1556 Lake Whitney Drive - Windermere FL 34786.

cba
charlan • brock
associates

architects planners

1770 fennell street
maitland florida 32751-7208
407 660 8900 f 407 675 9948
www.cbaarchitects.com

Building Type 'I'

Exterior Elevations

Rear, and
Left Side

date: 12-01-16
job no: 3859.16
drawn by: RR
reviewed by: CSA
file: 3859A2.12
issue history:

A2.12

PRELIMINARY - NOT FOR CONSTRUCTION

Charlan Brock & cba associates, Inc. hereby reserves its common law copyright and other proprietary rights in these plans, specs, and designs. These plans, specs, designs, and details are not to be reproduced, changed or copied in any form or manner whatsoever, nor are they to be assigned to any third party, without first obtaining the express written permission from cbaa, Inc. All other dimensions shall have precedence over scale dimensions.

Boundary Survey

DESCRIPTION AS FURNISHED: The land referred to herein below is situated in the County of Lake, State of Florida, and is described as follows:

PARCEL A

Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 22 South, Range 26 East, also described as Tract 32 of Section 29, Township 22 South, Range 26 East, according to the plat of Lake Highlands Company, filed January 10, 1914, and recorded in Plat Book 2, Page 25, Public Records of Lake County, Florida, less and except a strip of land 15 feet wide along the East and also along the South side thereof, reserved for one-half of roadway, as shown on said plat of Lake Highlands Company.

Also Less and Except the land described in the Statutory Warranty Deeds in favor of Lake County recorded in Official Records Book 2360, Page 706 and Page 714 and Official Records Book 2646, Page 47, Public Records of Lake County, Florida.

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AND

PARCEL B

A portion of the Northeast one-quarter (NE 1/4) of Section 29, Township 22 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Begin at a one-half inch iron rod (LS# 2142) monumenting the Southwest corner of Lot 51, Summit Subdivision, recorded in Plat Book 8, Page 7 of the Public Records of Lake County, Florida, thence North 86°18'10" East along the monumented South line of said Summit Subdivision, 640.06 feet; thence South 04°05'36" East along a line 15.00 feet West of and parallel with the East line of the Northeast one-quarter (NE 1/4) of said Section 29, a distance of 116.58 feet; thence South 87°08'45" West along the South line of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of said Section 29, a distance of 640.56 feet; thence North 04°05'36" East along the West line of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of said Section 29, a distance of 107.12 feet; thence North 86°18'10" East, 3.36 feet to the Point of Beginning.

Less and Except the land described in the Corrective Quit Claim Deed recorded in Official Records Book 2966, Page 2335, Public Records of Lake County, Florida.

PARCEL C

Tract 31, Section 29, Township 22 South, Range 26 East, Lake Highlands County, according to the map or plat thereof as recorded in Plat Book 2, Page 25, Public Records of Lake County, Florida.

Less and Except the land described in the Corrective Deed recorded June 23, 2008 in Official Records Book 3643, Page 2061, Public Records of Lake County, Florida.

Together with that certain non-exclusive storm water drainage easement by and between Sandhill Commons Property Owners' Association and Jewett Enterprises, Inc. recorded June 29, 2012, in Book 4181, Page 423, Public Records of Lake County, Florida.

PD EXHIBITS FOR

PALISADES AT CLERMONT

**PARCEL ID # 9-22-26-130501700000,
09-22-26-1305031000000 & 09-22-26-1305032000001**

PREPARED FOR

**PALISADES AT CLERMONT, LLC
1556 LAKE WHITNEY DRIVE
WINDERMERE, FLORIDA 32786**

PROJECT TEAM

OWNER

DEWITT ENTERPRISES, INC.
14463 W. COLONIAL DRIVE
WINTER GARDEN, FL 34787

APPLICANT

PALISADES AT CLERMONT, LLC
LAKE WHITNEY DRIVE
WINDERMERE, FLORIDA 32786

ENGINEER

B&S ENGINEERING CONSULTANTS, LLC
MAJOR STACY, P.E.
2221 LEE ROAD SUITE 17
WINTER PARK, FLORIDA 32789
PHONE: 407-960-5868

ARCHITECT

CHARLAN BROCK AND ASSOCIATES
1770 FENNEL ST.
MAITLAND, FL 32751
PHONE: 407-660-8900

ENVIRONMENTALIST

UNIVERSAL ENGINEERING SCIENCES
3532 MAGGIE BOULEVARD
ORLANDO, FLORIDA 32811
PHONE: 407-423-0504

SITE DATA

SECTION/TOWNSHIP/RANGE:

PROPERTY AREA:

EXISTING ZONING:

EXISTING USE:

PROPOSED ZONING:

PROPOSED USE:

MAX BUILDING HEIGHT:

VEGETATION:

SETBACKS:

FRONT (HOOKS STREET)

SIDE (CITRUS TOWER BLVD)

(OAKLEY SEAVAR BLVD)

REAR

9/225/26E

±19.17 AC

C-2

BORROW PIT/MINE

PLANNED DEVELOPMENT

MULTI FAMILY / SENIOR'S DENSITY:

12 DU/AC MAX = 230 UNITS

3 STORIES

EXISTING BORROW PIT

VARIANCES:

PARKING AS PROPOSED:

MINIMUM PARKING REQ.	
	FEET
TOTALS	
1. RD - 56 (1.5)	84
2. RD - 102 (2.0)	204
3. RD - 52 (2.0)	100
REQUIRED	388
HANDICAP REQUIRED	9
PROVIDED	
STANDARD 15'x30'	438
HANDICAP 12'x20'	24
GARAGE	63
TOTAL	525

APPLY TO ENTIRE PROPERTY AS
DETAILED ON SHEET C-1.1

PER CITY CODE

UTILITY SERVICE PROVIDERS

WATER

CITY OF CLERMONT
685 W. MONTROSE STREET
CLERMONT, FL 34711
PHONE: 352-241-7335

PHONE

CENTURY LINK
260 CITRUS TOWER BOULEVARD
CLERMONT, FL 34711
PHONE: 800-672-6242

SEWER

CITY OF CLERMONT
685 W. MONTROSE STREET
CLERMONT, FL 34711
PHONE: 352-241-7335

CABLE

BRIGHT HOUSE NETWORKS, LLC
602 HWY 50
CLERMONT, FL 34711
PHONE: 352-245-2408

ELECTRIC

DUKE ENERGY
P.O. BOX 120069
CLERMONT, FL 34712
PHONE: 352-241-7335

NOTES:

1. PROPOSED FFE AND GRADING SHOWN AS CONCEPTUAL.
2. THE FINAL ENGINEERING PLANS WILL BE CONSISTENT WITH NPFA AND CITY OF CLERMONT CODE. THIS INCLUDES CUL-DE-SACS AND HAMMERHEADS FOR ANY DEAD END EXCEEDING 150 FEET.
3. LANDSCAPE ISLAND WILL BE A MINIMUM OF 300 S.F. AT FINAL ENGINEERING.
4. A SECONDARY EMERGENCY ACCESS POINT WILL BE PROVIDED AT FINAL ENGINEERING. THIS ACCESS MAY CONSIST OF STABILIZED REINFORCED GRASS PAVEMENT AND CRASH GATES.



B&S
ENGINEERING, INC.

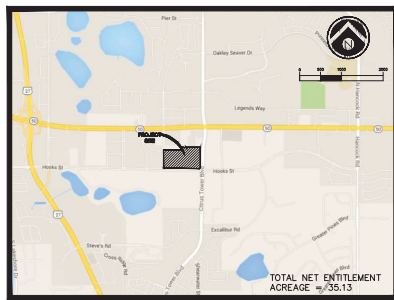
2221 Lee Road, Ste. 17
Winter Park, FL 32789
(407) 960-5868

Board of Professional Engineers
Certificate No. 28973

JOB No.: POC-001
DRAWN BY: JLB
APPROVED BY: MLS

DATE: 02-14-17
SHEET:
C-0.1

LOCATION MAP

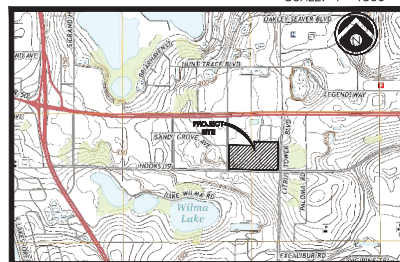


SECTION 9 TOWNSHIP 22S RANGE 26E LATITUDE 28° 32' 43"N LONGITUDE 81° 42' 54"W

Feb 15, 2017 - 7:00am
P:\PROJECTS\B&S\POC-001 Palisades at Clermont\Drawings\C-00 COVER SHEET.dwg

USGS MAP

SCALE: 1"=1500'



SOILS MAP

SCALE: 1"=400'



SOIL TYPE	SOIL NAME	HYDROLOGIC GROUP
8	CANDLER, 0 TO 5 PERCENT	A
9	CANDLER, 5 TO 12 PERCENT	A
37	CANDLER, 12 TO 40 PERCENT	A

Sec. 54-78. - Driveway construction standards.

Waiver Requests: We are requesting a variance from this code and defer to the city engineer to approve proposed grading to ensure adequate outfall and protection of the FFE.

The maximum depth of cut or fill for construction of any roadway shall be 15 feet, as measured at the centerline of the roadway.

Sec. 94-195. - Clearing and grading review criteria. (d)(4, 5, 7)

(7) Terraces shall include a minimum five-foot landscape buffer along the boundary.

Waiver Requests: It is not until all final architectural, landscape and civil engineering design that the final grades and miscellaneous small retaining walls are located. Due to the historic use of the property, extensive geotechnical analysis will be performed and non-suitable soil layers or debris may need to be removed at varying depths. In addition, retaining walls will be required exceeding 6' in height. We are requesting a variance removing the 15' restriction of elevation change (the subsurface conditions can vary) and requesting a maximum wall height of 13' without a terrace throughout the development. A 3' terrace will be utilized where two wall segments are required. A waiver is also requested allowing the use of 4:1 grading on all previous areas of the site as needed.

Waiver Request: The proposed development will be gated and include emergency access in an easement coordinated with the City of Clermont and Lake County Public Works.

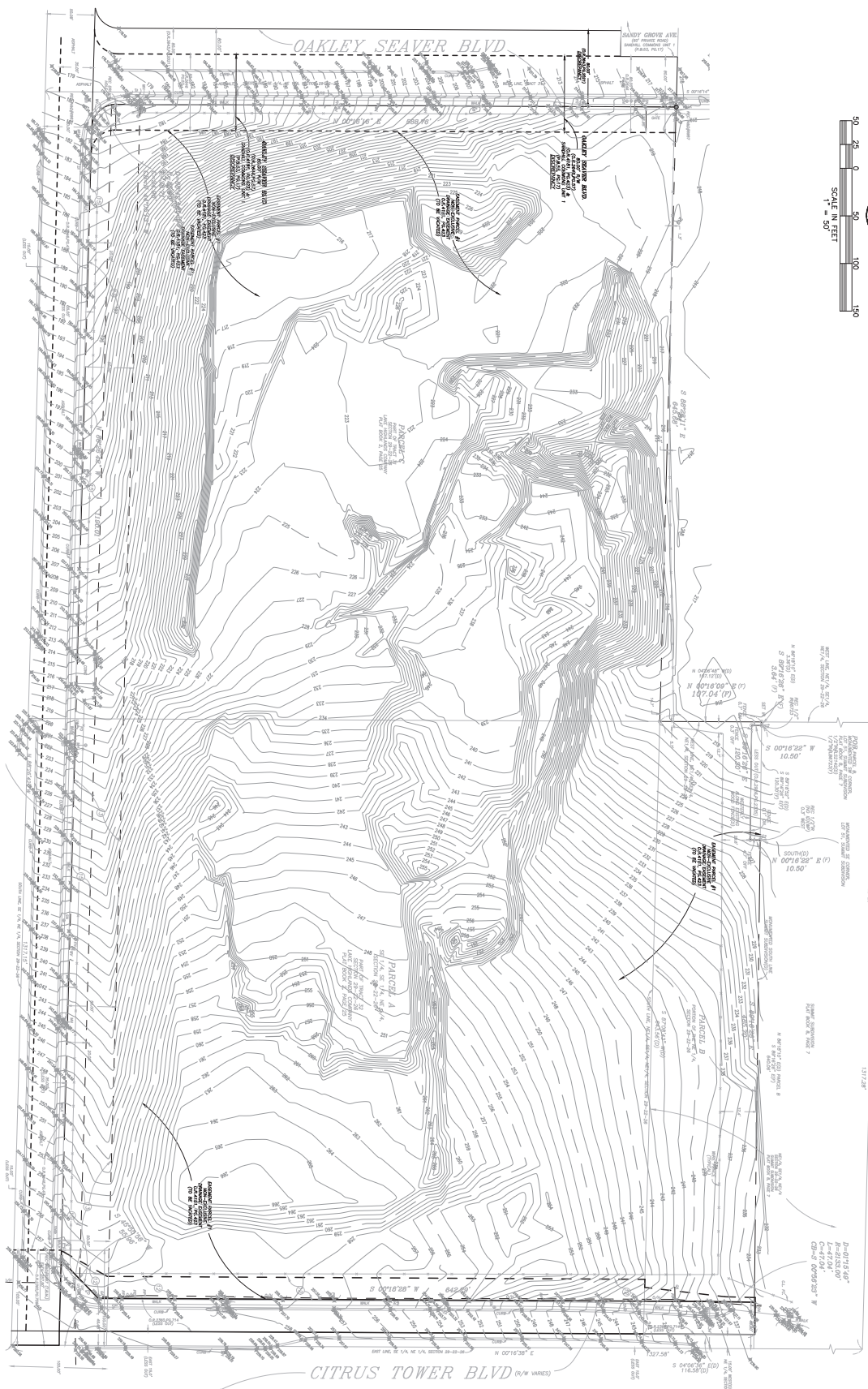
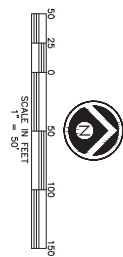
Sec. 122-126 Yards

- (1) Front Yard. Property adjacent to Hartwood Marsh Road, SR 50 and U.S. 27 shall maintain a 50-foot setback. The setback on all other streets shall be 25 feet.
- (2) Side Yard. The minimum side yard setback is 12 feet. On corner lots where a side yard setback of 50 feet shall be maintained on Hartwood Marsh Road, State Road 50 and U.S. Highway 27 and a side yard setback of 25 feet shall be maintained from all other streets and 12 feet on the interior side yard. However, a side setback of 25 feet shall be maintained on the side adjacent to property that is either zoned or used as residential.
- (3) Rear Yard. The minimum rear yard setback is 25 feet except where a rear yard abuts Hartwood Marsh Road, SR 50 or U.S. 27, a setback of 50 feet shall be maintained. The rear building line of lakefront property shall be measured from the established high-water mark. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.
- (4) Buffer Strip. When a conditional or commercial use abuts a residential use, the conditional or commercial use shall provide a landscaped buffer strip along the abutting property line.
- (5) Other Setbacks. All yard setbacks for principal buildings shall be a minimum of 25 feet from established high-water marks. No construction encroachment may occur in any designated 100-year floodplain except in accordance with policies of the adopted comprehensive plan and after formal approval of a site development plan by the administrative official.

Waiver Request: It is possible areas in the landscape buffer will need to be graded at a 4:1 slope to transition to existing grades.

JOB No.: POC-001
DRAWN BY: p.l.b.
APPROVED BY: MLS
DATE: 02-14-17
SHEET: 611

C-1.1



AS SHOWN, THE PROPOSED PROJECT IS SUBJECT TO THE FOLLOWING CONDITIONS:

B&S

2131 Lake Blvd, Ste. 17
Winter Park, FL 32789
(407) 962-2868

Professional Engineer
Certificate No. 28973

C-12

ASB No. 2000-001

APPROVED BY: [Signature]

DATE: 07/15/2011

SHEET: 1

PALISADES AT CLERMONT, LLC

CITY OF CLERMONT, FLORIDA

STREET D PROFILE

REV	DATE	DESCRIPTION	APP'D BY



SCHEMATIC PROPOSED BUILDING TYPE I



SCHEMATIC PROPOSED CLUBHOUSE



SCHEMATIC SITE PLAN



THE ADDISON
AT UNIVERSAL BOULEVARD









**CITY OF CLERMONT
REZONING
APPLICATION**

FEE \$542 plus
advertising costs

~~FEE \$350.00~~

DATE: February 10 2017

PROJECT NAME (if applicable): The Addison (FKA Palisades)

APPLICANT: B&S Engineering Consultants, llc Attention: Major Stacy, P.E.

CONTACT PERSON: Major Stacy, P.E.

Address: 2221 Lee Road Suite 17

City: Winter Park State: FL Zip: 32789

Phone: 407-960-5868 Fax: _____

E-Mail: mstacy@bandseng.com

OWNER: Dewitt Enterprises, Inc.

Address: 14463 W Colonial Dr

City: Winter Garden State: FL Zip: 34787

Phone: 407-656-1799 Fax: 407-656-0552

Address of Subject Property: North of Hook East of Oakley Seaver West of Citrus Twr

Legal Description (include copy of survey): _____

09-22-26-130501700000 & 09-22-26-130503100000

Acreage: +/-19.17 Land Use: Commercial
(City verification required)

Present Zoning: Commercial Proposed Zoning: PD
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

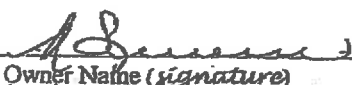
Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

Convert an existing borrow pit into a multi-family development at 12 DU/AC. The existing
borrow pit will require substantial grading as well as variances as this is not in-situ soil.
Variances requested include removing a minimum or maximum elevation change, up to 4:1
grades throughout all previous areas, 13' maximum wall height with a 3' terrace between
segments, gated community with a secondary emergency access and a single compactor for
solid waste collection.

Major Stacy
Applicant Name (print)

X 
Applicant Name (signature)

DEWitt Enterprises Inc. X 
Owner Name (print) Ann L. Severns Secy. Owner Name (signature)

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

LEGAL NOTICE

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

ORDINANCE NO. 2017-23

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

LOCATION

Northwest corner of Hooks Street and Citrus Tower Blvd
AK 3771657, 1114985, 1112192

LEGAL DESCRIPTION

PARCEL A

Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 22 South, Range 26 East, also described as Tract 32 of Section 29, Township 22 South, Range 26 East, according to the plat of Lake Highlands Company, filed January 10, 1914, and recorded in Plat Book 2, Page 25, Public Records of Lake County, Florida, less and except a strip of land 15 feet wide along the East and also along the South side thereof, reserved for one-half of roadway, as shown on said plat of Lake Highland Company. Also Less and Except the land described in the Statutory Warranty Deeds in favor of Lake County recorded in Official Records Book 2360, Page 706 and Page 714 and Official Records Book 2646, Page 47, Public Records of Lake County, Florida.

AND

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Less and Except the land described in the Corrective Quit Claim Deed recorded in Official Records Book 2926, Page 2335, Public Records of Lake County, Florida.

PARCEL C

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Together with that certain non-exclusive storm water drainage easement by and between Sandhill Commons Property Owners' Association and Dewitt Enterprises, Inc. recorded June 29, 2012, in Book 4181, Page 423, Public Records of Lake County, Florida.

Containing 19.17 acres more or less, and being subject to any easements, rights-of-way or restrictions of record.

FROM C-2 General Commercial
TO Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, March 7, 2017 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, March 28, 2017 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
February 28 and March 14, 2017