



COMPREHENSIVE PLAN AMENDMENT STAFF REPORT OFFICE OF PLANNING & ZONING

Tab Number: 6

Public Hearings: Planning & Zoning Board (PZB): August 6, 2025
Board of County Commissioners (BCC): September 2, 2025

Case No. and Project Name: PZ2023-232, Hartle Hills Apartments

Commissioner District: District 2 – Sean M. Parks

Applicant(s): Tara Tedrow

Owner(s): Burton B. Hartle, Benson K. Hartle, Allan H. Hartle, and Miriam F. Condrón

Requested Action: Amend the Future Land Use Map (FLUM) on approximately 17.89 +/- acres from the Regional Office Future Land Use Category to Planned Unit Development (PUD) to facilitate a development program for Hartle Hills Apartments, a 212-unit multi-family apartment complex with associated amenities.

Staff Determination: Staff finds the request consistent with the Land Development Regulations (LDR) and Comprehensive Plan.

Case Manager: James Frye, Planner II

PZB Recommendation:

Subject Property Information

Size: 17.89 +/- acres

Location: North of State Road 50 and west of County Road 455, in the unincorporated Clermont area

Alternate Key No.: 1724899

Current Future Land Use: Regional Office (Attachment "A")

Proposed Future Land Use: Planned Unit Development (PUD) (Attachment "B")

Current Zoning District: Agriculture (A) (Attachment "C")

JPA/ISBA: City of Clermont ISBA and JPA

Overlay: Lake Apopka Basin Overlay District (Attachment "D")

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Regional Office	Planned Unit Development (PUD) and Heavy Industrial (HM)	Self-Storage	Ordinance #2020-39 Clermont Self Storage
South	Regional Commercial	Planned Commercial (CP)	Commercial and Stormwater Tract	CP Ordinance #2001-142 Stormwater Retention Area Tract, Daycare Center, Retail Commercial
East	City of Clermont	City of Clermont	Commercial	Carmax, East Towne Center Shopping Mall, east of CR 455
West	Regional Office and Urban Low Density	Planned Commercial (CP) by Ordinance # 2009-63; and Agriculture (A)	Commercial Warehouse and Office Use, Vacant Parcel, Right-of-Way	Clermont Commerce Center, Vacant Parcel, Right-of-Way within Lake Highlands Company Plat

Staff Analysis

The subject parcel is identified by Alternate Key Number 1724899, zoned Agriculture District (A), designated with a Regional Office Future Land Use Category (FLUC), located within the State Road 50 Major Commercial Corridor, and located within the Lake Apopka Basin Overlay District. The subject parcel is generally located north of State Road (SR) 50 and west of County Road (CR) 455, in the unincorporated Clermont area of Lake County. The subject parcel is currently vacant and undeveloped. The subject parcel is located within the Clermont JPA and ISBA.

The Applicant has applied for a Small-Scale Future Land Use Amendment on approximately 17.89 +/- gross acres as depicted on the Concept Plan (Attachment "E") to facilitate the proposed development for 212-unit multi-family apartment complex as indicated in the Applicant's Project Narrative (Attachment "F"). The requested action proposes to amend the Future Land Use Category from Regional Office to Planned Unit Development (PUD) and amend associated Comprehensive Plan policies in order to incorporate the proposed development program.

The Concept Plan depicts the overall development plan that identifies the overall development program, ten (10) multi-family apartment buildings containing a total of 212-units. Additionally, the Concept Plan includes amenities such as a clubhouse, pool, tot lot, pickle ball court, dog park, butterfly garden, and community garden. Approximately 2.78 acres of wetlands are present on the northern portion of the property and a 50-foot wetland buffer is shown on the Concept Plan. The Concept Plan emphasizes that a minimum of 25% of the overall developable acreage will be dedicated as open space, with a maximum Impervious Surface Ratio (ISR) of 65% for the entire site.

The Applicant provided a Project Narrative for the Small-Scale Future Land Use Amendment request as shown on Attachment "F", which provides a response to the Standards for Review. The Justification Narrative includes details regarding the proposed development, amenities to be provided, and consistency with the Comprehensive Plan and Land Development Regulations.

Table 1. Existing and Proposed Development Standards.

	Future Land Use Category	Allowable Development Program	Proposed Development Program	Maximum Impervious Surface Ratio	Minimum Open Space	Building Height
Existing	Regional Office	Limited residential use may be allowed in mixed-use commercial buildings or as stand-alone multi-family units as part of a mixed-use development*	N/A	75%	15%	75 Feet
Proposed	Planned Unit Development (PUD)	N/A	212-unit multi-family complex with associated amenities	65%	25%	45 Feet

*Pursuant to Comprehensive Plan Policy I-1.3.6 Regional Office Future Land Use Category, limited residential use may be allowed in mixed-use commercial buildings or as stand-alone multi-family units as part of a mixed-use development; new single-family dwellings shall not be allowed. Lawfully existing single-family dwellings and accessory structures may be expanded, renovated or replaced provided they meet all other requirements within this Comprehensive Plan. Existing lots lawfully developed with single-family dwellings may not be further subdivided for residential purposes. Multi-family residential development shall be constructed only after or simultaneously with construction of commercial uses. The total number of multi-family dwelling units shall be no more than one (1) unit per 10,000 square feet of Gross Leasable Area of commercial space and the allowed F.A.R. shall not be applied to such residential areas.

The subject property is located within the City of Clermont Joint Planning Area (JPA) and Interlocal Service Boundary Agreement (ISBA), and the application was provided to the City of Clermont for review and comment. The City of Clermont provided the following comment: *"The City of Clermont does not oppose this project if it is developed according to the approved utility agreement with the City of Clermont."*

Standards for Review (LDR Section 14.02.03)

A. Whether the proposed amendment is consistent with all elements of the Comprehensive Plan.

The **Future Land Use Element** seeks to ensure compatibility between densities and intensities of development, providing for land use transitions as appropriate to protect the long-term integrity of both urban and rural areas; promote the conservation and preservation of Lake County's natural and cultural resources; and direct compact development to established urban areas to prevent sprawl. The Small-Scale Land Use Amendment request is consistent with Comprehensive Plan Objective I-7.14 entitled Planned Unit Development Future Land Use Series, which states that the PUD FLUC designation shall be conditioned on the development proposal being reviewed as a PUD zoning district with a corresponding ordinance. The Small-Scale Land Use Amendment request was submitted concurrent with a site-specific proposed rezoning to PUD being presented under a separate cover.

The proposed request is consistent with Comprehensive Plan Policy I-7.14.1 entitled Standards for Review for the Planned Unit Development Future Land Use Category, as the proposed PUD FLUC will allow the property to be developed in a manner consistent with adjacent development to the northeast and south of the subject parcel. The Applicant provided additional insight into the consistency of the proposed amendment with the

surrounding land uses in the Project Narrative (Attachment “F”) and the Concept Plan (Attachment “E”).

The subject parcel is located within the Lake Apopka Basin Overlay District and the request is consistent with Comprehensive Plan Policy I-6.3.4, entitled Permitted Uses within the Lake Apopka Basin Overlay District and Policy I-6.3.6 entitled Resource Protection Standards in the Lake Apopka Basin Overlay District. Residential uses are permitted uses within the Lake Apopka Basin Overlay District, provided that development is clustered on the landward portion of the property, and away from environmentally sensitive features and habitat. The proposed development is clustered away from the existing wetlands on the subject parcel and provides a 50-foot buffer around the wetlands, with no development within the buffer.

The proposed amendment is consistent with the Future Land Use Element.

The project proposes a density of +/- 11.85 units per gross acres. Table 2 compares the proposed development to existing development in the vicinity of the subject parcel.

Table 2. Adjacent and Surrounding Subdivisions

Project Name	Gross / Net Acres	Unit Count	Gross Density	Min. Lot Size	Vicinity
East Clermont Village Apartments	+/- 24.48 gross acres	288 Multifamily Units	11.76 DU/Acre	N/A	Clermont
Hartle Groves Apartments (Advenir at Castle Hill)	+/- 25.31 gross acres	431 Multifamily Units	17.03 DU/Acre	N/A	Clermont

The **Capital Improvements Element** seeks to maintain adopted level of service standards and ensure public facilities and services are available concurrent with development. The proposed development will not be issued a final development order by the County unless there is sufficient capacity of public facilities to meet the standards for levels of service for the existing population and for proposed development. The proposal is consistent with the Capital Improvements Element.

The **Conservation Element** is intended to provide a framework for the ongoing monitoring, management, and use of the County’s natural resources. A Wetland Delineation was provided by the Applicant. The report indicated that there are approximately 2.7-acres of wetland, and the area has been delineated onsite. The Concept Plan indicates the wetland area and includes the appropriate 50-foot buffer that is required to protect and preserve natural resources. The proposed amendment is consistent with the Conservation Element.

The **Economic Element** seeks to strengthen the County’s position as a business center for Central Florida by aggressively pursuing opportunities and building collaborative relations with regional allies. The proposed residential subdivision introduces housing to accommodate different segments of the population and Lake County’s growing population as indicated in the Applicant’s Project Narrative (Attachment “F”). The proposed amendment is consistent with the Economic Element.

The **Housing Element** is intended to guide Lake County in developing appropriate goals, objectives and policies that demonstrate the County’s commitment to meet the identified needs of all its residents. The proposed multifamily development introduces necessary housing to a densely developed area as indicated in the Applicant’s Project Narrative (Attachment “F”). The proposed amendment is consistent with the Housing Element.

The **Intergovernmental Coordination Element** strives to promote coordination between Lake County and other local, state, regional, and federal government entities. The subject property is located within the Clermont Joint

Planning Area (JPA). The application was provided on September 9, 2024, to the City of Clermont for determination of consistency with their regulations. The proposed rezoning is consistent with the Intergovernmental Coordination Element.

The **Parks and Recreation Element** is intended to facilitate the development and management of parks and facilities for a recreation system that includes environmental lands, trails, and other recreational opportunities that meets the diverse needs of a growing community. The Concept Plan depicts a minimum of 25% of the subject property to be dedicated as open space. The proposed rezoning is consistent with the Parks and Recreation Element.

The **Transportation Element** is intended to emphasize the more efficient use of the existing transportation system and contributes to the wider national objectives of energy conservation, improved air quality, and increased social and environmental amenities. The property is surrounded by existing development and transportation systems. The application is consistent with the Transportation Element.

Transportation concurrence comments have been revised to reflect updated traffic data.

The standard Level of Service (LOS) for the impacted roadway of CR 455 is "D" with capacity of 1011 with impacted segment from CR 50/CR 455 to SR 50 operating at a v/c fifty-one percent (51%). This project will be generating approximately one hundred and nine (109) pm peak hour trips, in which sixty-nine (69) trips will impact the peak hour direction increasing the v/c ratio to fifty-eight percent (58%) with LOS of "C" (v/c 58 hence capacity is available). A Traffic Impact Analysis was received, and revision is required prior to site plan approval.

The **Public Facilities Element** is intended to ensure that public facilities are available to meet the needs of Lake County residents; public facilities in this element refer to aquifer recharge, potable water, sanitary sewer, solid waste, stormwater, and public-school facilities. The proposed development will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County's adopted levels of service to public facilities and services. The proposal is consistent with the Public Facilities Element.

B. Whether the proposed amendment is in conflict with any applicable provisions of these regulations.

The Map Amendment request and Concept Plan are consistent with LDR Section 14.02.00 entitled Comprehensive Plan Amendments, which contains standards for review of proposed Future Land Use Amendments.

C. Whether, and the extent to which, the proposed rezoning is inconsistent with existing and proposed land uses.

The proposed multi-family development is consistent with the surrounding established uses. See Table 2 above for surrounding uses.

The Applicant provided the statement below to demonstrate compatibility with the character of the neighborhood:

"As shown on Attachment "A", the immediate area around the Property has a mix of commercial/retail uses, such as Publix, CarMax, Mobil gas station, Bank of America, Rooms to Go, car dealerships, self-storage, RV Storage, and other professional offices and services. There are also existing multifamily residential developments across Hartle Road (CR 455) and across SR 50- Advenir at Castle Hill, located across SR 50, has 327 multifamily units and the Grove at Clermont, located directly across Hartle Road, has 258 total units. Moreover, there is existing RV storage and industrial uses to the north of the Property. The surrounding area is by and large intensely and densely developed, and the proposed Project is compatible with the character of such area.

Finally, the location of the Property fronting CR 455 is key because there is regional connectivity for residents to easily access other parts of the County either via SR 50 (which intersection is approximately 10-12 minutes from both Hwy 27 and the Turnpike) or via the newly constructed CR 455 bridge over the Turnpike. The construction

of such bridge over the Turnpike underscores how this location is appropriate for the Project given the ease of accessibility for residents to daytime job opportunities both in and out of the City.” (Attachment “D”)

D. Whether there have been changed conditions that justify a amendment.

The proposed amendment is consistent with the surrounding area and accommodates Lake County’s growing population by providing multi-family housing.

The Applicant provided the statement below to demonstrate compatibility with the character of the neighborhood:

“The Property is located around new multifamily development sites and existing commercial uses and is therefore compatible and consistent with the development patterns in the area. The construction of apartments in the past few years in the immediate vicinity of the Property underscore the compatibility of this request and the incompatibility of retaining an Ag zoning on this site.” (Attachment “D”)

E. Whether, and the extent to which, the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and fire and emergency medical facilities.

Any future development of this property will require an analysis via submittal of a development application to demonstrate that the proposed development does not adversely impact the County’s adopted levels of service to public facilities and services.

Water and Sewage

The City of Clermont has provided documentation (Attachment “G”) indicating that the City has entered into a Utility Service Agreement for Water and Wastewater with the Applicant which complies with Comprehensive Plan Policy IX-3.1.1, Policy IX-3.2.1 and Policy IX-2.2.2.

Schools

Lake County Schools reviewed the application and determined that capacity is available, and School Concurrency Reservation is extended through July 1, 2025. (Attachment “H”).

Parks

The proposed amendment is not anticipated to adversely impact park capacity or levels of service.

Solid Waste

The proposed request is not anticipated to adversely impact solid waste capacities or levels of service.

Public Safety

Lake County Fire Station # 90 is located less than one (1) mile from the subject property at 2150 Ray Goodgame Parkway, Clermont, and will provide advanced life support should an emergency on the property demand this service. Fire protection water supply and emergency access will be addressed during the development review process.

Transportation Concurrency

Transportation concurrence comments have been revised to reflect updated traffic data.

The standard Level of Service (LOS) for the impacted roadway of CR 455 is “D” with capacity of 1011 with impacted segment from CR 50/CR 455 to SR 50 operating at a v/c fifty-one percent (51%). This project will be generating approximately one hundred and nine (109) pm peak hour trips, in which sixty-nine (69) trips will impact the peak hour direction increasing the v/c ratio to fifty-eight percent (58%) with LOS of “C” (v/c 58 hence capacity is available).

A Traffic Impact Analysis was received, and revision is required prior to site plan approval.

F. Whether, and the extent to which, the proposed rezoning would result in significant adverse impacts on the natural environment.

An environmental assessment will be submitted with the site plan application to indicate the presence of vegetation, soils, wetlands, threatened and endangered species on the site. Any required State permitting or mitigation will be obtained before development can commence. All sensitive resources will be addressed through the development review process. New development will be required to meet all criteria specified by the Comprehensive Plan and Land Development Regulations (LDR).

A Wetland Delineation was submitted by the Applicant. The report indicated that there are approximately 2.7-acres of wetland, and the area has been delineated onsite. The Concept Plan indicates the wetland area and includes the appropriate 50-foot buffer that is required to protect and preserve natural resources.

G. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

In their Project Narrative (Attachment “F”), the Applicant states that *“The Property is currently zoned Ag and is undeveloped. Any development of this Property as a market rate multifamily development would increase the site’s and surrounding property’s values.”*

H. Whether, and the extent to which, the proposed rezoning would result in an orderly and logical development pattern.

The proposed rezoning would not disrupt the existing orderly and logical development pattern of the area as the subject parcel is surrounded by existing development of varying commercial uses and is in proximity to existing multifamily development at the same or greater density than the proposed development.

The Applicant stated in the Project Narrative (Attachment “F”) that, *“As described above, the surrounding area is by and large intensely and densely developed, and the proposed Project is compatible with the character of such area. Thus, a higher density residential development product placed in close proximity to amenities, services, jobs and transportation networks is not only orderly and logical, but directly in line with the County’s desire to have these types of developments in urban cores.”*

I. Whether the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these Regulations.

The proposed rezoning application is in harmony with the general intent of the Comprehensive Plan and LDR as stated in Sections A through H above.

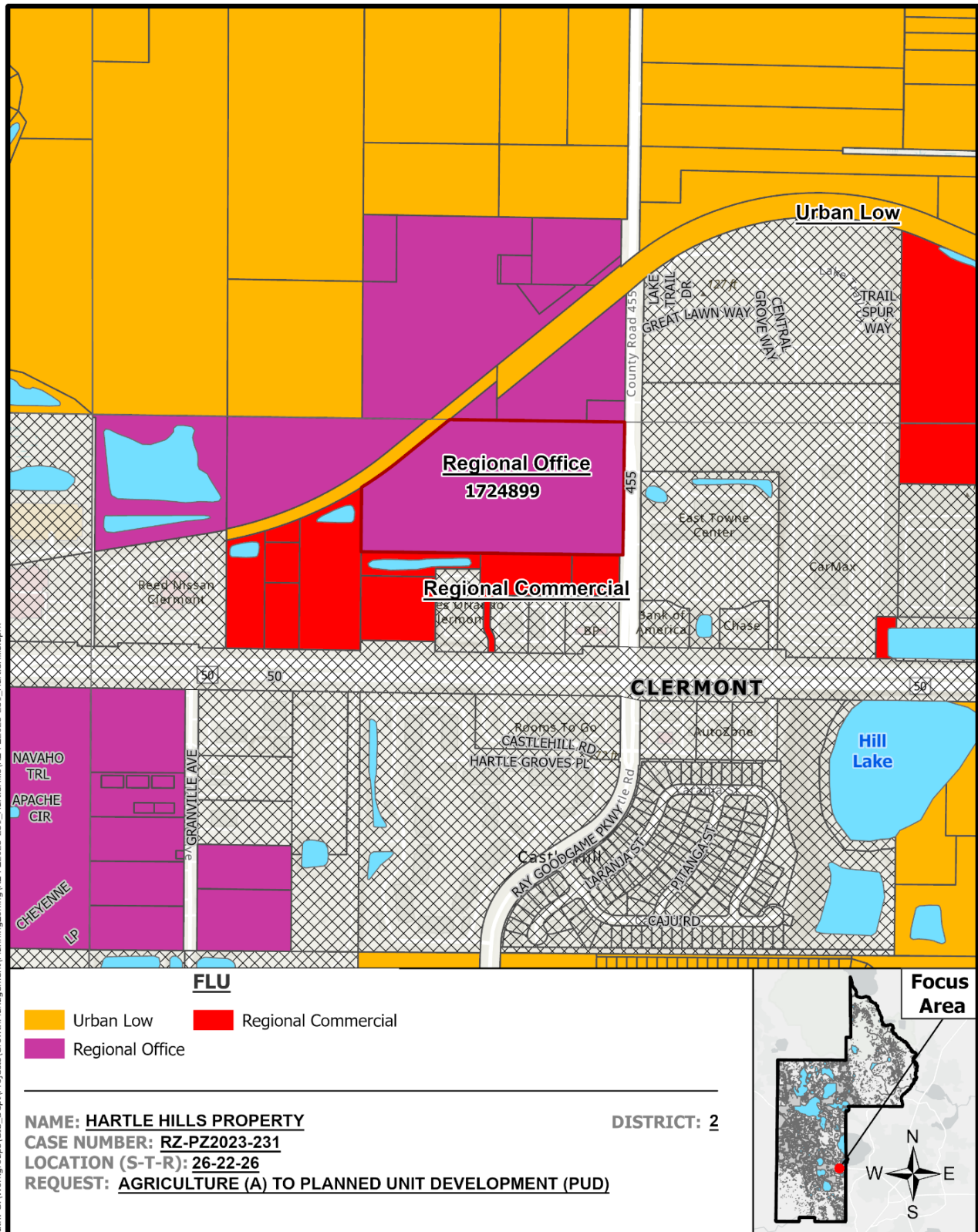
The Applicant stated in the Project Narrative (Attachment “F”) that, *“The Project would not only satisfy a growing market demand, but would place much needed higher density housing in the most logical area of the County-i.e. within urban development areas. The rezoning would provide for a highly amenitized market rate rental product that serves the public interest and is in harmony with the County’s Comprehensive Plan and LDRs.”*

J. Any other matters that may be deemed appropriate by the Lake County Zoning Board or the Board of County Commissioners, in review and consideration of the proposed rezoning.

The proposed Comprehensive Plan Amendment application was submitted concurrent with a site-specific proposed rezoning to Planned Unit Development being presented under a separate cover.

Attachment "A" – Future Land Use Map

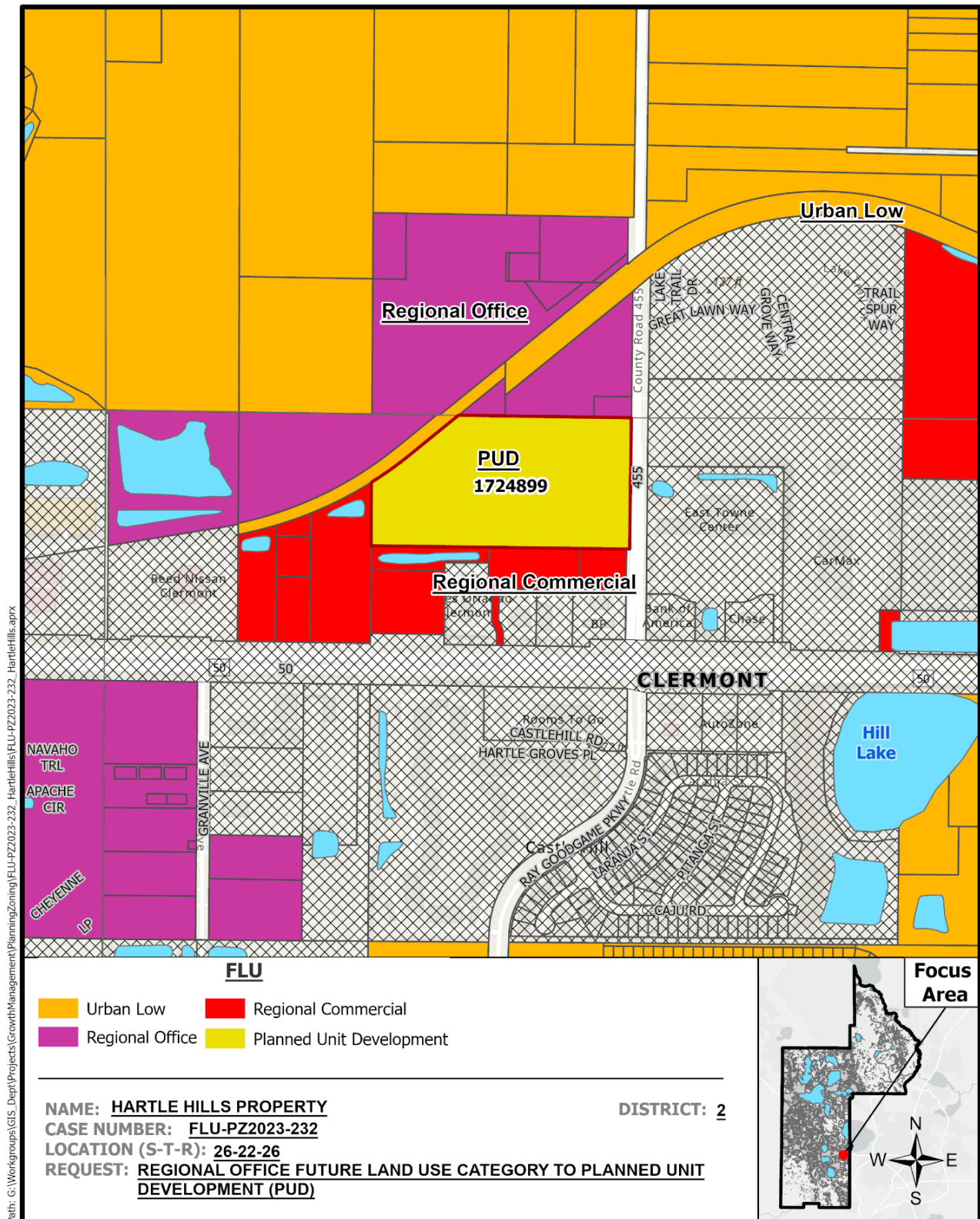
CURRENT FUTURE LAND USE



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2/21/2025

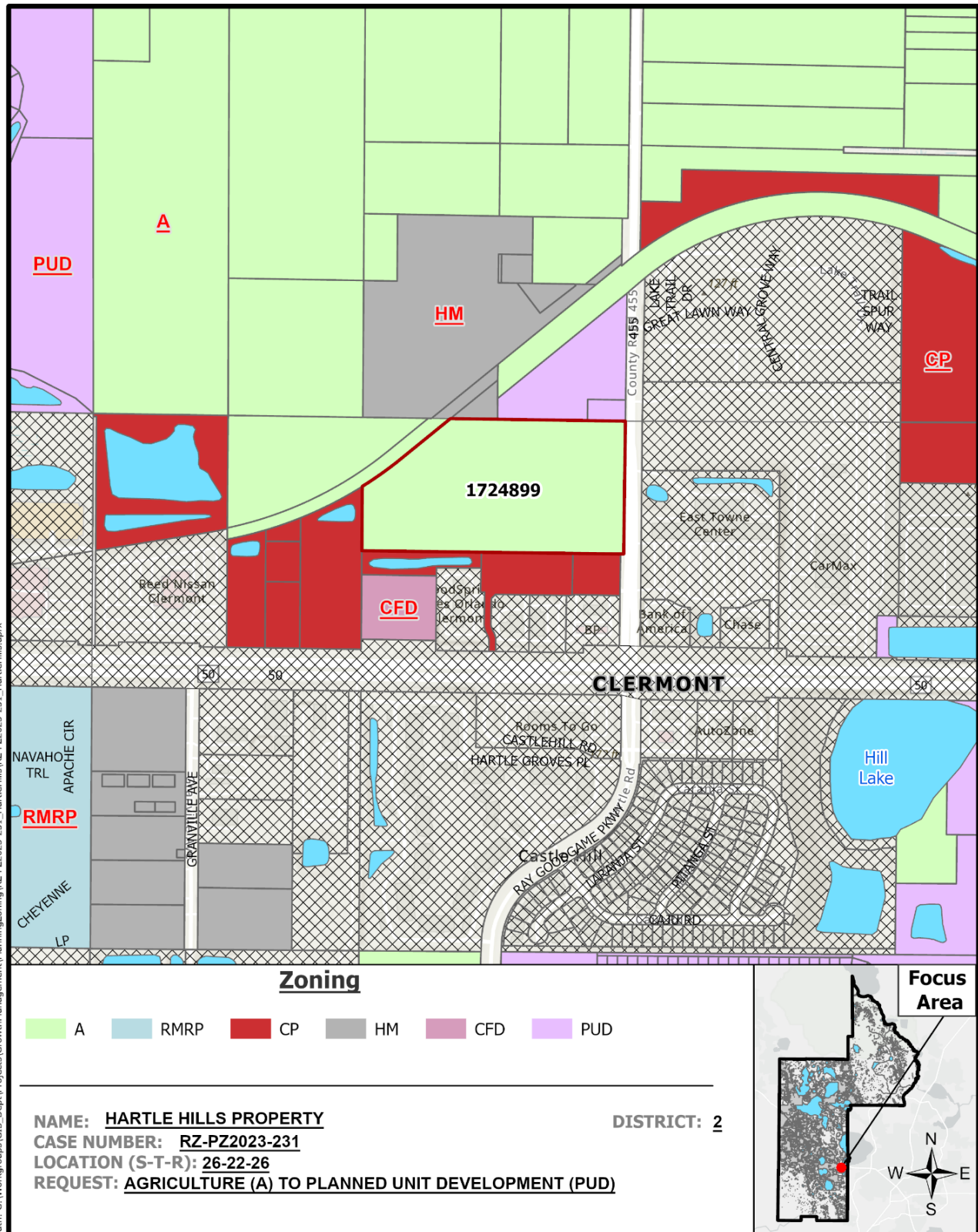
Attachment "B" - Proposed Future Land Use Map

PROPOSED FUTURE LAND USE



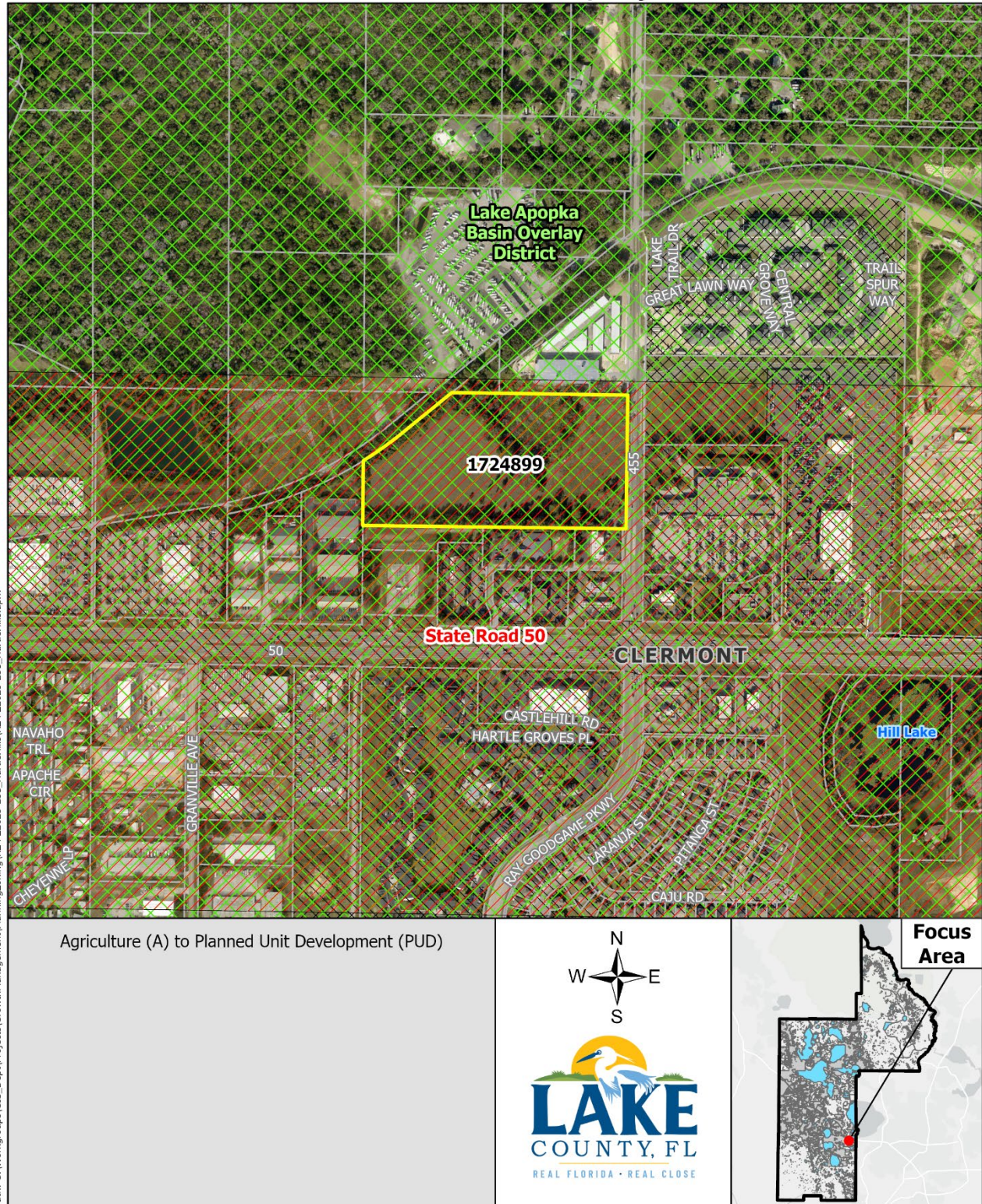
Attachment "C" – Zoning District Map

CURRENT ZONING



Attachment “D” - Overlay Districts Map

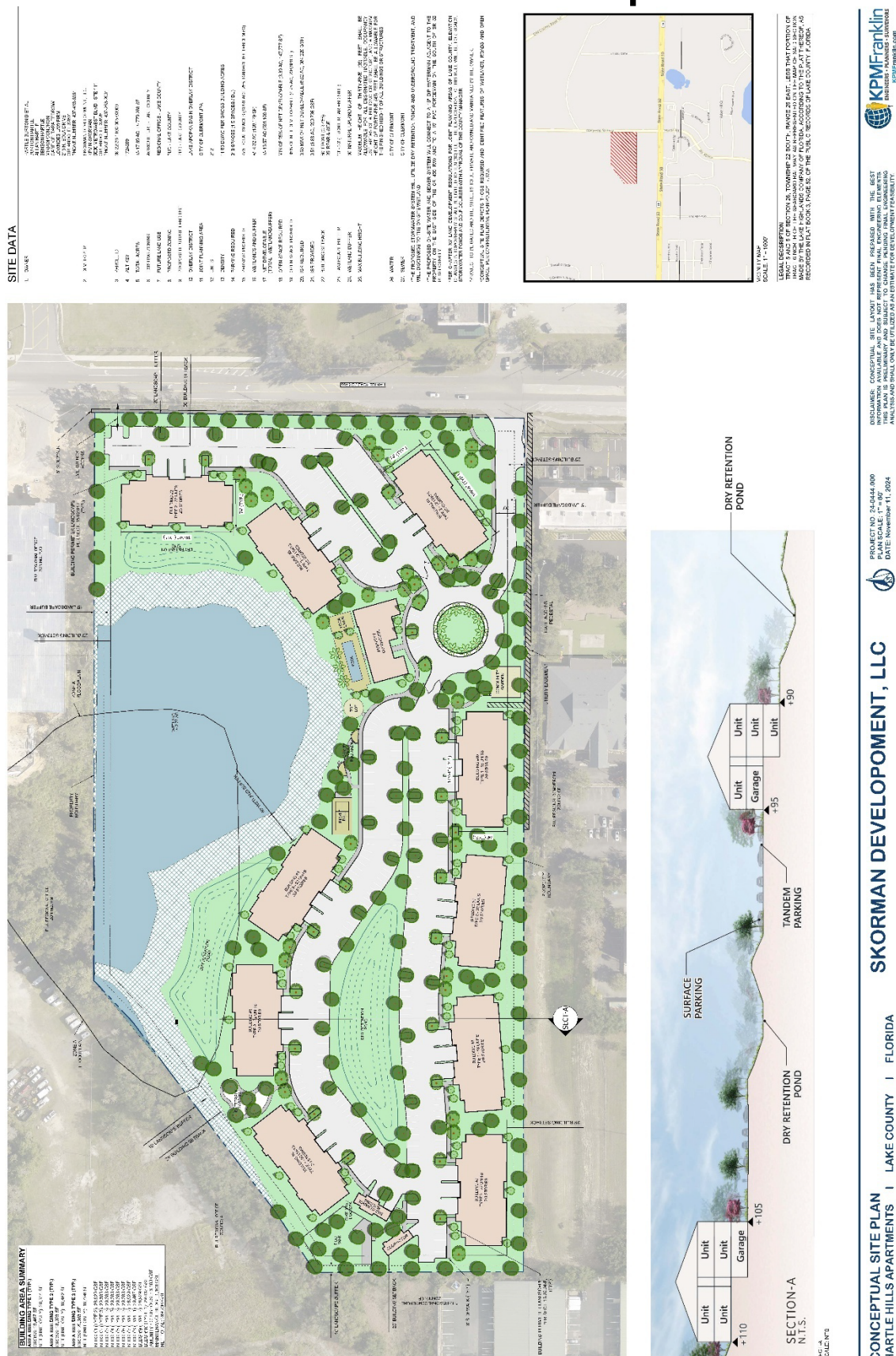
RZ-PZ2023-231
Hartle Hills Property



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2/21/2025

Attachment “E” - Concept Plan



Attachment “F” - Project Narrative (Page 1 of 5)

Hartle Hills- Updated November 2024

**SMALL SCALE COMPREHENSIVE PLAN AMENDMENT
AND REZONING JUSTIFICATION STATEMENT
HARTLE HILLS APARTMENTS
ALT KEY 1724899**

The subject property is located in Lake County and consists of 17.89 acres comprised of ALT Key 1724899 (the “Property”). The Property has a current Future Land Use designation of Regional Office:



The Property is also zoned Agricultural:



The request is to develop the Property in a single phase with 212 market rate multifamily residential units (at a density of 11.85 dwelling units per acre) with extensive amenities, including a clubhouse, fitness center

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Attachment “F” - Project Narrative (Page 2 of 5)

Hartle Hills- Updated November 2024

and resort style pool, an activity lawn and BBQ area, a pickleball or other sport court, tot lot, community garden, walking paths, dog park, bike and dog spa, yoga lawn and butterfly garden (the “Project”). The Project will also have access to the South Lake Trail, providing residents with access to a 43-mile greenway corridor and recreational trail for walking, running and biking. Because the Property is located within the Clermont Joint Planning Area, the concept plan submitted with the application package shows a development program that complies with the adopted JPA development code standards under Section 15.02.00 of the County’s Land Development Regulations (“LDRs”).

The Property currently cannot be developed under its existing entitlements; therefore, in order to develop the Project, a Future Land Use map amendment to Planned Unit Development (“PUD”) and a rezoning to PUD are requested.

As requested by County staff, the following responses on compatibility and consistency are also being provided:

- a. Whether the rezoning is in conflict with any applicable provisions of the Land Development Code.

The Project has been designed in compliance with the adopted JPA development code standards under Section 15.02.00 of the County’s LDRs. The concept plan has also been updated based on the City of Clermont’s staff review to ensure conformity with their code.

- b. How the application is consistent with all elements of the Comprehensive Plan.

There are multiple Comprehensive Plan policies satisfied by this request, including:

- **Goal 1-1/Policy -1.1.3: Direct compact development to established urban areas to prevent sprawl and the loss of rural land.** – The Project is in a highly developed urban core, will utilize existing urban services, and does not constitute sprawl or the loss of any rural land.

- **Goal 1-1/Policy 1-1.1.4: Ensure compatibility between densities and intensities of development, providing for land use transitions as appropriate to protect the long-term integrity of both urban and rural areas.**– The Project is compatible with the surrounding developments, including the intensities of such developments, and will be an appropriate transition from the commercial developments fronting SR 50.

- **Policy 1-6.3.4: Residential, commercial, and office uses within designated areas provided that development is clustered on the landward portion of the property, and away from environmentally sensitive features and habitat.**– The Project is located ~4,800 from the nearest shoreline of Lake Apopka and proposed residential uses on the landward portion of the property away from environmentally sensitive features and habitat.

- **Policy 1-7.8.1: Within urban areas, Planned Unit Developments shall provide for innovative planning concepts of site development . . .to create aesthetically pleasing living, shopping, and working environments on properties of adequate size and location, consistent with other policies of this Comprehensive Plan.**– The Project is thoughtfully designed to provide extensive and premium amenities and open space for residents with direct accessibility to adjacent commercial businesses and services. The proximity of commercial to residential uses reduces dependence on vehicle travel to grocery shop, go the bank, or run other simple daily errands. The Project will also have access to the South Lake Trail System, providing residents with options for enjoying Lake County’s natural charm and outdoor recreational opportunities.

- **Policy 1-7.8.1: The application for a PUD shall be accompanied by a conceptual site plan depicting important features including but not limited to the location of major roads, structures, and required open space. Approval of a PUD shall require that**

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Attachment “F” - Project Narrative (Page 3 of 5)

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development occur substantially as depicted on the proposed conceptual site plan.- A conceptual site plan as required is included with the submittal and has been designed in compliance with the adopted JPA development code standards under Section 15.02.00 of the County’s LDRs.

- c. How the proposed rezoning is inconsistent with existing and proposed land uses.

The proposed amendment is consistent with surrounding existing and proposed land uses. As shown on Attachment “A”, the immediate area around the Property has a mix of commercial/retail uses, such as Publix, CarMax, Mobil gas station, Bank of America, Rooms to Go, car dealerships, self-storage, RV Storage, and other professional offices and services. There are also existing multifamily residential developments across Hartle Road (CR 455) and across SR 50- Advenir at Castle Hill, located across SR 50, has 327 multifamily units and the Grove at Clermont, located directly across Hartle Road, has 258 total units. Moreover, there is existing RV storage and industrial uses to the north of the Property. The surrounding area is by and large intensely and densely developed, and the proposed Project is compatible with the character of such area.

Finally, the location of the Property fronting CR 455 is key because there is regional connectivity for residents to easily access other parts of the County either via SR 50 (which intersection is approximately 10-12 minutes from both Hwy 27 and the Turnpike) or via the newly constructed CR 455 bridge over the Turnpike. The construction of such bridge over the Turnpike underscores how this location is appropriate for the Project given the ease of accessibility for residents to daytime job opportunities both in and out of the City.

- d. A statement describing any changed conditions that would justify the rezoning.

As noted above, the Property is located around new multifamily development sites and existing commercial uses and is therefore compatible and consistent with the development patterns in the area. The construction of apartments in the past few years in the immediate vicinity of the Property underscore the compatibility of this request and the incompatibility of retaining an Ag zoning on this site.

- e. Description of how the proposed rezoning would result in demands on public facilities, and whether, or to the extent to which, the proposed rezoning would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.

The rezoning would not result in any burdens on public services. Services are available and in close proximity to the Property. The Property will be serviced for water and wastewater by the City of Clermont in accordance with that certain Utility Service Agreement for Water and Wastewater dated August 27, 2024. Moreover, school capacity has been reserved for 212 units through January 1, 2025.

- f. Any impacts the rezoning application would affect the natural environment.

The Project has been designed in accordance with wetland setback and buffer requirement, as well as Lake Apopka Basin Overlay standards, and preserves significant open space in an effort to protect and enhance the natural environment.

- g. Whether, and the extent to which, the proposed rezoning would affect the property values in the area.

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Attachment “F” - Project Narrative (Page 4 of 5)

Hartle Hills- Updated November 2024

The Property is currently zoned Ag and is undeveloped. Any development of this Property as a market rate multifamily development would increase the site's and surrounding property's values.

- h. How the proposed rezoning would result in an orderly and logical development pattern.

As described above, the surrounding area is by and large intensely and densely developed, and the proposed Project is compatible with the character of such area. Thus, a higher density residential development product placed in close proximity to amenities, services, jobs and transportation networks is not only orderly and logical, but directly in line with the County's desire to have these types of developments in urban cores.

- i. How the proposed rezoning would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

The Project would not only satisfy a growing market demand, but would place much needed higher density housing in the most logical area of the County- i.e. within urban development areas. The rezoning would provide for a highly amenitized market rate rental product that serves the public interest and is in harmony with the County's Comprehensive Plan and LDRs.

As further requested by County staff in their Response to Comments Letter dated September 12, 2024, the proposed development program is compliant with LDR Section 6.15.00 entitled Lake Apopka Basin Development Design and Resource Protection Standards, and Objective 1-6.3 entitled Lake Apopka Basin Overlay District. Compliance with applicable portions of LDR Section 6.15.00 are demonstrated as follows:

1. 6.15.03 limits multifamily developments within a half-mile of the lake shoreline, but the project is nearly one mile from the shoreline, so such limitations do not apply.
2. Section 6.15.04 has been or will be satisfied at permitting, as the only currently applicable subsection is (A) and the required fifty (50) foot natural buffer has been established upland of wetlands and between any development, as shown on the Concept Plan.
3. Moreover, the required connection to central water and sewer under Section 6.15.05 has been satisfied as the City of Clermont and the owners have executed a Utility Service Agreement for Water and Wastewater dated August 27, 2024.
4. Requirements for compliance with SJRWMD regulations for stormwater management under Section 6.15.06 shall be met at permitting.

Compliance with applicable portions of Comprehensive Plan Objective 1-6.3 are demonstrated as follows:

1. Pursuant to Policy 1-6.3.4, residential uses are permitted so long as development is designed away from environmentally sensitive features and habitat, which is provided for on the Concept Plan.
2. Policy I-6.3.6 is satisfied as the required fifty (50) foot natural buffer has been established upland of wetlands and between any development, as shown on the Concept Plan and native and “right plant-right place” landscaping is required as a condition of the PUD zoning ordinance.
3. Requirements for compliance with SJRWMD regulations for stormwater management under Policy 1-6.3.8 shall be met at permitting.

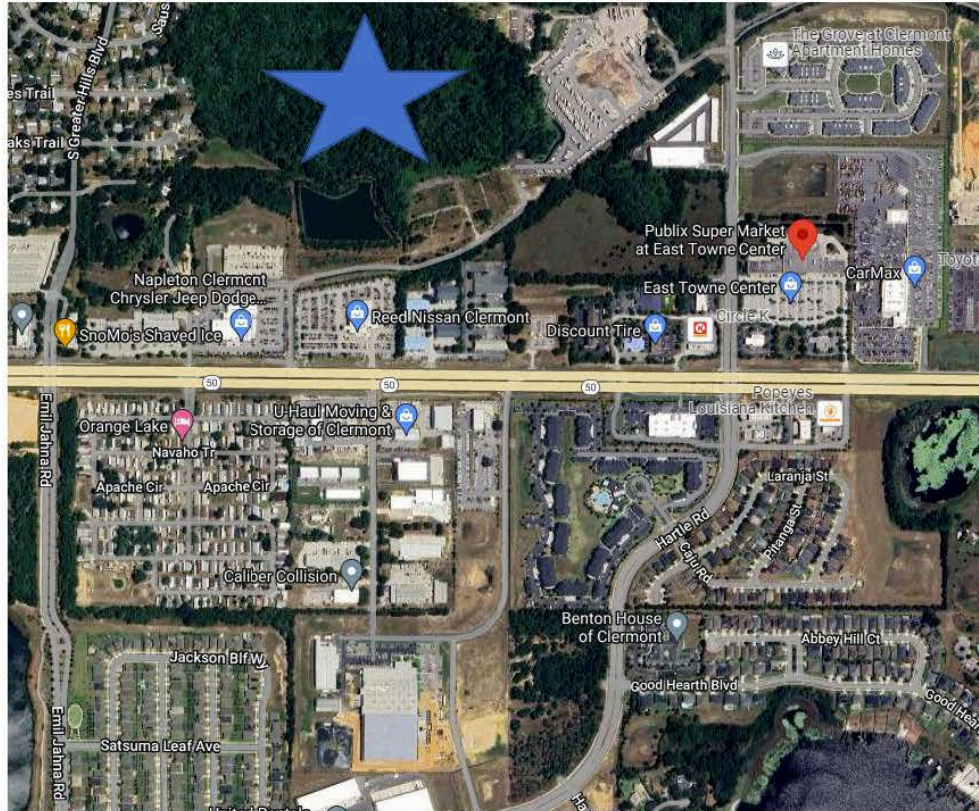
Because the Project enhances an existing developed area, provides residential options in an appropriate urban environment and meets the goals and policies of the Comprehensive Plan and Code, we respectfully request staff's support of this Project.

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Attachment “F” - Project Narrative (Page 5 of 5)

Hartle Hills - Updated November 2024

ATTACHMENT “A”



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Attachment "G" - Utility Service Agreement (Page 1 of 17)

INSTRUMENT#: 2024116067 OR BK 6408 PG 928 PAGES: 17 10/2/2024 1:56:08 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: \$146.00

UTILITY SERVICE AGREEMENT FOR WATER & WASTEWATER

This Agreement is entered into this 27 day of August, 2024 by and between the City of Clermont, a Florida Municipal Corporation, hereinafter referred to as "**CITY**", and , Burton B. Hartle, Benson K. Hartle, Allan H. Hartle, and Miriam F. Condrón, their successors, transferees and assigns, hereinafter collectively referred to as "**OWNER**".

WITNESSETH

Whereas, OWNER owns that certain property identified as ALT Key 1724899, consisting of approximately 17.89+/- acres as more particularly described in Exhibit 'A', attached hereto and incorporated herein, hereinafter referred to as the "**PROPERTY**"; and

Whereas, the PROPERTY is located in unincorporated Lake County and OWNER is requesting water and sewer utility service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the PROPERTY, OWNER will extend water and sewer lines as needed to serve the PROPERTY in accordance with the minimum requirements of CITY Land Development Regulations, its water and sewer specifications and as required to meet the flow demands for the subdivision; and

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

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

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

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

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

- 1.1 CITY shall provide water and sewer service for the PROPERTY for multi-family residential utility flow/demand of up to 34,000 gpd for water and 34,000 gpd for sewer.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY as more particularly depicted in Exhibit 'B' attached hereto and incorporated herein; provided if City system connection points are located closer to the PROPERTY at the time OWNER submits for plans and permits and available for connection in accordance with the City's technical codes and specification, then OWNER shall have the option to

Attachment “G” - Utility Service Agreement (Page 2 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 929 PAGE 2 of 17

connect into such alternative connection points.

- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY. Subject to Section 1.2 above, the route is generally depicted in Exhibit ‘B’ attached hereto and incorporated herein.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development. The project’s lift station and sanitary forcemain shall be privately owned and maintained.
- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
 - 1.5.1 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY. Reimbursement to OWNER for the cost hereunder shall be, at the sole option of CITY, in the form of water and/or sewer impact fee credits or cash reimbursement.
 - 1.5.2 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER’S project engineer. The CITY shall review and either approve or reject the costs within thirty (30) days from the date the OWNER provides to the CITY.
 - 1.5.3 Prior to the commencement of construction, OWNER and CITY shall agree on the cost difference, which will be eligible for reimbursement as set forth herein.
 - 1.5.4 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property. CITY shall reimburse OWNER for the difference in costs as determined above solely in the form of water and/or sewer impact fee credits.
 - 1.5.5 The Impact Fee Credits, if any, shall be established subject to this Section 1.5 at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
 - 1.5.6 In the event that available Impact Fee Credits for the cost of materials for any oversizing as contemplated herein exceed the amount of water and sewer impact fees calculated and assessed to the OWNER for the PROPERTY, the dollar amount of the excess impact fee credits may be transferred outside of the PROPERTY and assigned to any transferee, heir, assign or successor in interest for any development or project upon which water or sewer impact fees are assessed by CITY. Any transfer of impact fee credits shall be subject to and evidenced by the execution of an assignment of the credits by OWNER in a form acceptable to CITY. As an administrative fee for processing the contemplated transfer, the CITY shall receive for each assignment processed the greater of \$500 or seven (7) per cent of the credit amount transferred,

Attachment “G” - Utility Service Agreement (Page 3 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 930 PAGE 3 of 17

- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project or any oversizing as referred to above. No building permits shall be applied for by OWNER or its agents or assigns or issued until the later of:
i) water and sewer are provided to the site or until a bond, acceptable to CITY, is in place to guarantee completion of off-site improvements or ii) the PROPERTY has been annexed into the City of Clermont. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 OWNER acknowledges that as of the effective date of this Agreement and for an undetermined period of time thereafter, CITY will not have sufficient or available reclaimed water to be used for irrigation on the PROPERTY. As a result, OWNER agrees that until such time as sufficient quantities of reclaimed water, as determined by CITY, are available to irrigate the PROPERTY, OWNER, at its expense, shall:
 - 1.7.1 construct, operate and maintain a private well to be used to irrigate the PROPERTY;
 - 1.7.2 construct, operate and maintain a pumping station and storage facility sufficiently sized to meet the irrigation requirements for the PROPERTY.
- 1.8 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.9 The City may require a looped system to provide reliability and redundancy to the PROPERTY.
- 1.10 The OWNER shall install a master backflow and master meter at the property line, water line servicing the property, starting at the master backflow and including the master backflow, and it shall be privately owned and maintained.
- 1.11 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.

Section 2. DEVELOPMENT STANDARDS

- 2.1 Except as provided below in Section 2.2 and Section 3, the PROPERTY shall be developed according to City standards, unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.
- 2.2 The PROPERTY shall be developed in substantial accordance with the PUD Ordinance (File No. PZ2023-231, Application Request No. 5436) approved by the Lake County Board of County Commissioners and shall be a market rate multi-family project. OWNER further agrees, on behalf of itself, its heirs, transferees and assigns that it will not in the future apply for or seek consideration for any use of the PROPERTY that is eligible for consideration under Florida’s Live Local Act, F.S. Section 166.04151 as may be amended, City Ordinance No. 2024-012, as may be amended or any other legislative act designed to promote affordable housing. This covenant shall specifically survive annexation of the PROPERTY into the City.

Attachment “G” - Utility Service Agreement (Page 4 of 17)

INSTRUMENT# 2024116067

OR BOOK 6408/PAGE 931

PAGE 4 of 17

Section 3. ANNEXATION/BUILDING PERMITS

The OWNER agrees that the CITY may annex the PROPERTY into the City of Clermont, if the CITY, in its sole discretion, chooses to do so. Notwithstanding the foregoing, unless otherwise agreed to by the parties, the CITY agrees that it shall not annex the PROPERTY or any portion thereof, until the earlier of the time that (i) the construction plans and final plat have been approved by Lake County or (ii) two (2) years after the effective date of this AGREEMENT. In consideration of CITY's agreement to delay annexation, OWNER agrees that it will not apply for any building permit or permits until such time that the City Council of CITY has granted or denied OWNER's application for annexation of the PROPERTY. In conjunction herewith, the OWNER shall provide to the CITY a Notice of Encumbrance to Annex the PROPERTY in a form substantially in compliance with the form set forth in Exhibit “C”, attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County, whereupon it is agreed it shall serve as an enforceable encumbrance on the PROPERTY described therein. The Notice of Encumbrance shall be executed by all owners of the PROPERTY and shall be accompanied, at the OWNER'S expense, by a current certificate of title or opinion letter acceptable to the CITY and issued by a licensed title company or attorney identifying all owners in interest of the ENTIRE PROPERTY. All land transfers by the OWNER occurring prior to annexation of the PROPERTY shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land. Notwithstanding anything above to the contrary, the OWNER expressly agrees that it shall not apply for a building permit for any structure to be constructed on the PROPERTY until such time as the PROPERTY has been annexed into the City of Clermont. Notwithstanding the foregoing, in the event the CITY fails to annex the PROPERTY, within six (6) months of the expiration of the annexation restriction above the CITY shall continue to provide utility services to the PROPERTY and the OWNER shall be able to apply and receive building permits from Lake County. Owner agrees, however, that in the event CITY fails to annex the PROPERTY, the Notice of Encumbrance to Annex shall remain in full force and effect and CITY may annex the property at any time thereafter.

Section 4. DEFAULT

In the event of default by OWNER of any of the terms and conditions of this Agreement, the OWNER expressly agrees and consents that the CITY shall have the right to not provide water and sewer service to the PROPERTY, or if applicable, terminate water and sewer service to the PROPERTY.

Section 5. SEVERABILITY

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

Section 6. NOTICES

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

Attachment "G" - Utility Service Agreement (Page 5 of 17)

INSTRUMENT# 2024116067

OR BOOK 6408/PAGE 932

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CITY

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

OWNER

Burton B. Hartle, et. al.
PO Box 1565
Sorrento, FL 32776-1565

With a copy to:

Tara Tedrow, Esq.
Lowndes
215 N. Eola Dr.
Orlando, FL 32801
Tara.Tedrow@lowndes-law.com

Section 7. AMENDMENTS

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

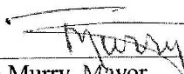
Section 8. EFFECTIVE DATE

The effective date of this Agreement shall be the day of execution of the Agreement required hereunder. This Agreement shall be valid for no longer than five (5) years.


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

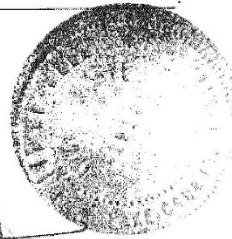
DATED this 27 day of August, 2024.

CITY OF CLERMONT


Tim Murry, Mayor

ATTEST:


Tracy Ackroyd Howe, MMC, City Clerk



Approved as to form and legality:


Daniel F. Mantzaris, City Attorney

Attachment "G" - Utility Service Agreement (Page 6 of 17)

INSTRUMENT# 2024116067

OR BOOK 6408/PAGE 933

PAGE 6 of 17

Signed, sealed and delivered
in the presence of:

Witness: Robin Sullivan

Print Name: Robin Sullivan

Address: 700 Almond St, Clermont, FL
34711

Witness: Madelyn Damon

Print Name: Madelyn Damon

Address: 700 Almond St, Clermont, FL
34711

OWNER:

Burton B. Hartle

By: Burton B. Hartle

Name: BURTON B. HARTE

Its: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of September, 2024, by Burton B. HARTE, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced Florida Driver's License as identification.

(NOTARY SEAL)



Vallei F. Ramey
Notary Public Signature

Vallei F. Ramey
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 7 of 17)

INSTRUMENT# 2024116067

OR BOOK 6408/PAGE 934

PAGE 7 of 17

Signed, sealed and delivered
in the presence of:

OWNER:

Benson K. Hartle

Witness: Robin Sullivan

By: Benson K. Hartle

Print Name: Robin Sullivan

Name: Benson K. Hartle

Address: 100 Almond St. Clermont
FL 34711

Witness: Lisa Walling

Its: _____

Print Name: Lisa Walling

Address: 700 Almond St.
Clermont FL 34711

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of September, 2024, by Benson K. Hartle, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced Florida Driver's License identification.

(NOTARY SEAL)



Valerie Faye Ramsey
Notary Public Signature
Valerie Faye Ramsey
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 8 of 17)

INSTRUMENT# 2024116067

OR BOOK 6408/PAGE 935

PAGE 8 of 17

Signed, sealed and delivered
in the presence of:

Witness: [Signature]
Print Name: Lisa Welling
Address: 700 Almond St
Clermont FL 34711
Witness: [Signature]
Print Name: ROBERT K. BARAKAT
Address: 700 Almond St
Clermont FL 34711

OWNER:

Allan H. Hartle

By: Allan H. Hartle
Name: Allan H. Hartle

Its: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of September, 2024, by Allan H. Hartle, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced FL drivers license as identification.

(NOTARY SEAL)



[Signature]
Notary Public Signature

Robin L. Sullivan
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 9 of 17)

INSTRUMENT# 2024116067

OR BOOK 6408/PAGE 936

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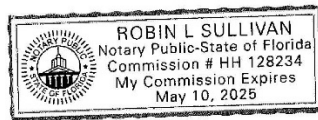
Signed, sealed and delivered
in the presence of:

Witness: [Signature]
Print Name: Madelyn Damon
Address: 700 Almond St
Clermont, FL 34711
Witness: [Signature]
Print Name: Lisa Wellins
Address: 700 Almond St
Clermont FL 34711

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of September, 2024, by Miriam F. Condon, as
of _____, a _____
corporation, on behalf of the corporation. He (She) is personally known to me or has produced
FL Drivers License as identification.

(NOTARY SEAL)



OWNER:

Miriam F. Condon

By: Miriam F. Condon

Name: Miriam F. Condon

Its: _____

[Signature]
Notary Public Signature

Robin L. Sullivan
(Name typed, printed or stamped)

Attachment “G” - Utility Service Agreement (Page 10 of 17)

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EXHIBIT “A”

PROPERTY DESCRIPTION

Tracts 5 and 6 of Section 26, Township 22 South, Range 26 East, less that portion of Tract 6 north of the Seaboard Railway as represented on the map of said section made by the Lake Highlands Company of Florida, according to the plat thereof, as recorded in Plat Book 3, at Page 52, of the public records of Lake County, Florida.

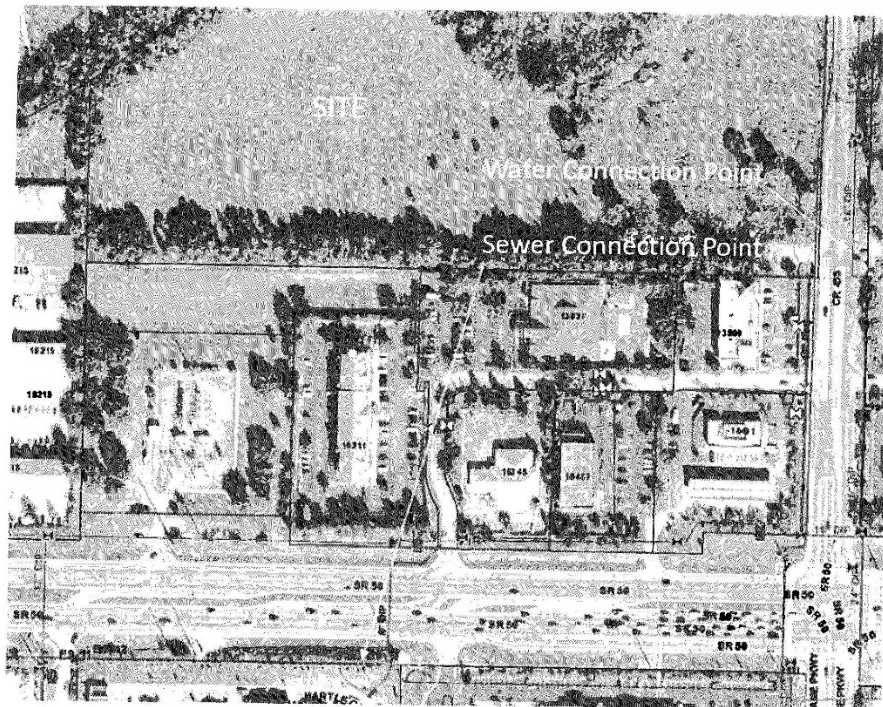
Attachment "G" - Utility Service Agreement (Page 11 of 17)

INSTRUMENT# 2024116067

OR BOOK 6408/PAGE 938

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EXHIBIT "B"



Attachment "G" - Utility Service Agreement (Page 12 of 17)

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OR BOOK 6408/PAGE 939

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EXHIBIT "C"

Notice of Encumbrance
to Annex to City of Clermont

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

THIS INSTRUMENT, Made this 27 day of August, 2024, between Burton B. Hartle, Benson K. Hartle, Allan H. Hartle, and Miriam F. Condron, property owners in the County of Lake, State of Florida ("Grantor"), and the **CITY OF CLERMONT, FLORIDA**, A Municipal Corporation ("Grantee").

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

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below -- described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law, and consistent with the Utility Services Agreement for Water and Wastewater between GRANTOR and Grantee dated August 27, 2024.

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

Exhibit "A"

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

Attachment "G" - Utility Service Agreement (Page 13 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 940 PAGE 13 of 17

Signed, sealed and delivered
in the presence of:

Witness: Robin Sullivan
Print Name: Robin Sullivan
Address: 700 Almond St, Clermont
34711

Witness: Lisa Walling
Print Name: Lisa Walling
Address: 700 Almond St
Clermont FL 34711

GRANTOR:

Benson K. Hartle

By: Benson K Hartle

Name: Benson K Hartle

Its: _____

STATE OF Florida
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 18th day of September, 2024, by Benson K. Hartle as
_____ of _____, a
corporation, on behalf of the corporation. He (She) is personally known to me or has produced
Florida Driver's License as identification.

(NOTARY SEAL)



Vallei F. Ramey
Notary Public Signature

Vallei Faye Ramey
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 14 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 941 PAGE 14 of 17

Signed, sealed and delivered
in the presence of:

GRANTOR:

Allan H. Hartle

Witness: [Signature]

By: Allan H. Hartle

Print Name: Lisa Wellen

Address: 700 Almond St Clermont FL 34711 Name: Allan H. Hartle

Witness: [Signature]

Its: _____

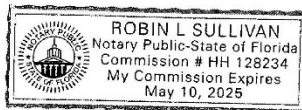
Print Name: ROBERT K. BORSE

Address: 700 Almond St
Clermont FL 34711

STATE OF Florida
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of September, 2024 by Allan H. Hartle, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced FL drivers license as identification.

(NOTARY SEAL)



[Signature]
Notary Public Signature

Robin L. Sullivan
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 15 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 942 PAGE 15 of 17

Signed, sealed and delivered
in the presence of:

Witness: [Signature]
Print Name: Madelyn Damon
Address: 700 Almond St
Clermont, FL 34711
Witness: [Signature]
Print Name: Lisa Welling
Address: 700 Almond St
Clermont FL 34711

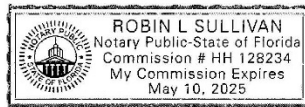
GRANTOR:
Miriam F. Condon

By: Miriam F Condon
Name: Miriam F Condon
Its: _____

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of September, 2024, by Miriam F Condon, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced FL drivers License as identification.

(NOTARY SEAL)



Robin L Sullivan
Notary Public Signature
Robin L Sullivan
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 16 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 943 PAGE 16 of 17

Signed, sealed and delivered
in the presence of:

OWNER:

Burton B. Hartle

Witness: Robin Sullivan

By: Burton B. Hartle

Print Name: Robin Sullivan

Address: 700 Almond St., Clermont, FL 34711

Name: BURTON B. HARTLE

Witness: MAD

Its: _____

Print Name: Madelyn Damon

Address: 100 Almond St, Clermont, FL 34711

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of September, 2024 by Burton B. Hartle, as _____ of _____, a _____ corporation, on behalf of the corporation. He (She) is personally known to me or has produced Florida Driver's License as identification.

(NOTARY SEAL)



Vallee Faye Ramey
Notary Public Signature
Vallee Faye Ramey
(Name typed, printed or stamped)

Attachment "G" - Utility Service Agreement (Page 17 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 944 PAGE 17 of 17

EXHIBIT "A"

PROPERTY DESCRIPTION

Tracts 5 and 6 of Section 26, Township 22 South, Range 26 East, less that portion of Tract 6 north of the Seaboard Railway as represented on the map of said section made by the Lake Highlands Company of Florida, according to the plat thereof, as recorded in Plat Book 3, at Page 52, of the public records of Lake County, Florida.

Attachment “H” - School Concurrency



201 West Burleigh Boulevard • Tavares • FL 32778-2496
(352) 253-6500 • Fax: (352) 253-6503 • www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias, MAOM
District 2
Tyler Brandenburg
District 3
Marc Dodd, M.Ed.
District 4
Mollie Cunningham
District 5
Stephanie Luke, Ed.D.

December 9, 2024

Mr. Mark Skorman
Skorman Development
6000 Metrowest Blvd., #111
Orlando, FL 32835

**RE: Hartle Apartments – Unincorporated Lake County, Clermont area
School Concurrency Capacity Reservation (District Project #LCS2023-15X2)
Alternate Key Number: 1724899**

Dear Mr. Skorman:

The School Board has received the request for a time extension for the above-referenced project.

Lake County has confirmed the project remains active, and is working towards the future land use map amendment and rezoning. Based on this information, the School District has approved the request for a second time extension. **The new date of expiration of the School Concurrency Reservation is July 1, 2025.**

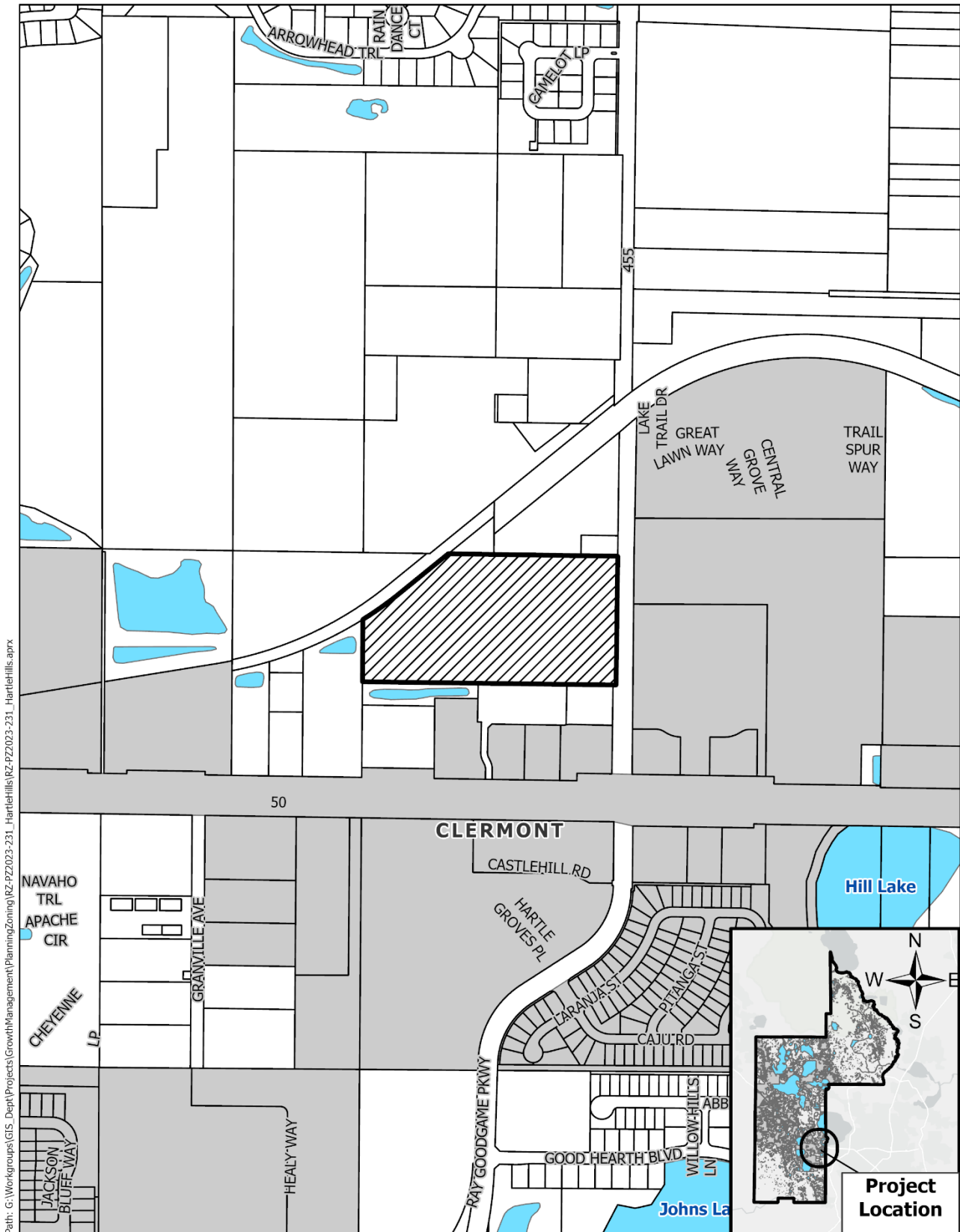
Please be advised that this is the **final** time extension for the project. If a final development order is not obtained prior to the expiration date the reservation will expire and the capacity will be released. A new completed application and fee will be required. If the project receives final development approval for the residential portion prior to the expiration the capacity reservation would be valid for the life of the development order.

If you should have questions or require additional information, please do not hesitate to contact me at (352) 253-6696 or at croneyh@lake.k12.fl.us.

Sincerely,

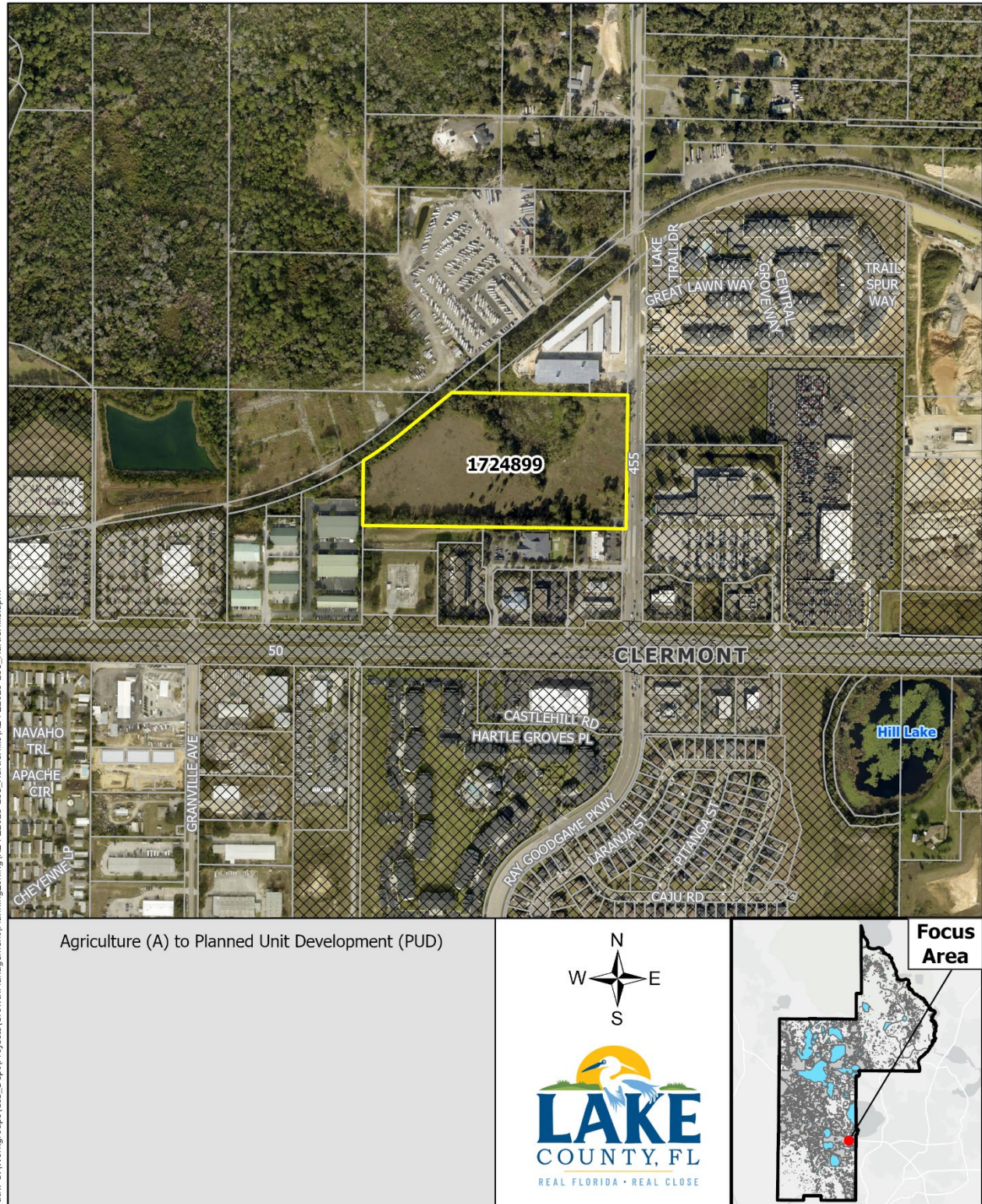
Heather Croney
Growth Planning Department

Map of Subject Property



Aerial Map of Subject Property

RZ-PZ2023-231
Hartle Hills Property



Path: G:\Workgroups\GIS_Dept\Projects\GrowthManagement\Planning\Zoning\Z-PZ2023-231_HartleHills\Z-PZ2023-231_HartleHills.aprx

2/21/2025

ORDINANCE 2025 – ____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AMENDING THE LAKE COUNTY 2030 COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP ON APPROXIMATELY 17.89 +/- ACRES FROM REGIONAL OFFICE FUTURE LAND USE CATEGORY TO PLANNED UNIT DEVELOPMENT FUTURE LAND USE CATEGORY, LOCATED NORTH OF STATE ROAD 50 AND WEST OF COUNTY ROAD 455, IN THE CLERMONT AREA OF UNINCORPORATED LAKE COUNTY, IDENTIFIED AS ALTERNATE KEY NUMBER 1724899, AND LEGALLY DESCRIBED IN EXHIBIT "A;" AMENDING POLICY I-7.14.4 PLANNED UNIT DEVELOPMENT LAND USE CATEGORY; PROVIDING FOR PUBLICATION AS REQUIRED BY SECTION 163.3184(11), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, Part II, governs growth policy, county and municipal planning, and land development regulation in the State of Florida; and

WHEREAS, Chapter 125, Florida Statutes, Section 125.01(1)(g), authorizes the Board of County Commissioners of Lake County to "prepare and enforce comprehensive plans for the development of the county"; and

WHEREAS, pursuant to Chapters 163 and 125, Florida Statutes, on the 25th day of May 2010, the Board of County Commissioners enacted Ordinance No. 2010-25, adopting the Lake County 2030 Comprehensive Plan; and

WHEREAS, on the 23rd day of July 2010, the State of Florida Department of Community Affairs, now known as the Community Planning and Development Division of the Florida Department of Commerce, published a Notice of Intent finding the Lake County 2030 Comprehensive Plan Amendment "In Compliance" with Chapter 163, Florida Statutes; and

WHEREAS, on the 22nd day of September 2011, the Lake County 2030 Comprehensive Plan became effective and designated the property as part of the Regional Office Future Land Use Category; and

WHEREAS, Section 163.3184, Florida Statutes, sets forth the process for adoption of Comprehensive Plan Amendments; and

WHEREAS, on the 4th day of June 2025, this Ordinance was heard at a public hearing before the Lake County Planning & Zoning Board in its capacity as the Local Planning Agency; and

WHEREAS, on the 1st day of July 2025, this Ordinance was heard at a public hearing before the Lake County Board of County Commissioners for approval to adopt and transmit to the state planning agency and other reviewing agencies; and

WHEREAS, it serves the health, safety and general welfare of the residents of Lake County to adopt the amendment to the Lake County Comprehensive Plan and Future Land Use Map.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida, that:

Section 1. Comprehensive Plan Future Land Use Map Amendment. The 2030 Comprehensive Plan Future Land Use Map is hereby amended to change the Future Land Use Category for the subject property, described in Exhibit "A" attached hereto, and incorporated in this Ordinance,

from Regional Office to Planned Unit Development Future Land Use Category.

Section 2. Comprehensive Plan Text Amendment. The Lake County 2030 Comprehensive Plan, Policy I-7.14.4 entitled 'Planned Unit Development Land Use Category,' shall be amended to read as follows:

Policy I-7.14.4 Planned Unit Development Land Use Category

The following land use table details the development program, including the maximum densities and intensities, for the adopted Planned Unit Development Future Land Use designations:

Amendment No.	Name / Location	Former FLU Designation	Development Program	Ordinance No.
FLU-19-02-4	Sorrento Pines	Rural Transition	Residential [328 dwelling units and 45% open space]	2019-72
FLU-19-07-2	Evergreen Estates	Wellness Way 1	Residential [Two (2) dwelling units per net acre]; there shall be no access, emergency or otherwise, to Flynn Court or Champagne Drive except for the 5-acre estate lots	2020-65
FLU-21-01-1	Holiday Travel Park	Urban Low and Urban Medium	995 Temporary RV spaces, 112 mobile home sites and associated facilities	2021-38
FLU-21-03-5	Wildwoods Campground	Rural	84 RV spaces, Three (3) dwelling units and accessory uses	2021-40
FLU-21-08-5	Expert Investments	Rural Transition	10 dwelling units	2022-29
FLU-22-06-5	Illinois-Crown	Rural	Residential [2 single family dwelling units with accessory structures]	2022-32
FLU-21-05-3	Drake Pointe	Rural Transition	Residential [535 dwelling units and 46% open space] with associated amenities	2022-49
FLU-22-04-4	Mount Dora Groves South	Regional Office	Residential [783 dwelling units with associated recreational facilities], Commercial [150,000-	2022-56

			square feet], and 25% open space.	
FLU-22-01-4	Atlantic Housing	Urban High	Residential [175 dwelling units and 20% open space]	2023-01
FLU-23-35-4	Lake Norris/CR 44A Properties	Wekiva River Protection Area A-1-20 Receiving Area	Residential [Two (2) single family dwelling units] and Commercial [one story free standing commercial building]	2023-56
FLU-23-29-1	Golden Eagle Mixed-Use	Urban Low Density	138,520 square feet of self-storage	2023-72
PZ2023-253	Hillcrest PUD	Mt. Plymouth Sorrento Main Street and Mt. Plymouth Sorrento Neighborhood	Residential [1,725 dwelling units], commercial [350,000 square feet] and 35% open space	2024-24
FLU-23-18-4	Sorrento Pines Expansion PUD	Public Facilities and Infrastructure	Residential [328 dwelling units], and 50% open space]	2024-26
PZ2023-290	Mount Dora North PUD	Regional Office and Rural Transition	Low Density Residential: 87 Single-Family Dwelling Units, Moderate Density Residential: 2,549 Dwelling Units, Mixed-Use /Employment: 606 Dwelling Units and 2,199,780 square feet and 35% open space.	2025-11
PZ2023-291	Mount Dora South PUD	Regional Office and Mt. Plymouth Sorrento Neighborhood	Low Density Residential: 314 Single-Family Dwelling Units, Moderate Density Residential: 190 Dwelling Units, Industrial / Employment: 10,393,416 square feet, 35% open space for residential and 20% open space for industrial.	2025-13
PZ-2024-329	Oswalt Clermont	Rural Transition	Residential [21 dwelling units], and 25% open space]	2025-XX

<u>PZ2023-231</u>	<u>Hartle Hills Apartments</u>	<u>Regional Office</u>	<u>212 multifamily residential units with associated amenities</u>	<u>2025-XX</u>
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Section 3. Advertisement. This Ordinance was advertised pursuant to Sections 125.66 and 163.3184, Florida Statutes.

Section 4. Severability. If any section, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 5. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged, shall be no less than 31 days after the state land planning agency notifies the local government that the plan amendment package is complete; however, the Effective Date shall be the date the Ordinance is recorded in the public records' of Lake County, Florida, at the applicant's expense. If timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

(Signatures to Follow on Next Page)

ENACTED this ____ day of _____, 2025.

FILED with the Secretary of State _____, 2025.

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

Leslie Campione, Chairman

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

Approved as to form and legality:

Melanie Marsh, County Attorney

Exhibit “A” – Legal Description

TRACTS 5 AND 6 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LESS
THAT PORTION OF TRACT 6 NORTH OF THE SEABOARD RAILWAY AS
REPRESENTED ON THE MAP OF THE SAID SECTION MADE BY THE LAKE
HIGHLANDS COMPANY OF FLORIDA AND DULY RECORDED IN THE PUBLIC
RECORDS OF LAKE COUNTY, FLORIDA.