



REZONING STAFF REPORT

OFFICE OF PLANNING & ZONING

Tab Number: 7

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

Case No. and Project Name: PZ2023-231, 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. Condon

Requested Action: Rezone approximately 17.89 +/- acres from Agriculture (A) to Planned Unit Development (PUD) to facilitate a development program for a 212-unit multifamily apartment complex with associated amenities.

Staff Determination: Staff finds the rezoning 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

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

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

Proposed Zoning District: Planned Unit Development (PUD) (Attachment "C")

JPA/ISBA: City of Clermont

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

Adjacent Property Land Use Table

Direction	Future Land Use	Zoning	Existing Use	Comments
North	Regional Office	PUD by Ordinance # 2020-39 and Heavy Industrial (HM)	Self-Storage	Clermont Self Storage
South	Regional Commercial	Planned Commercial (CP) by Ordinance # 2001-0142	Commercial and Stormwater Tract	Stormwater Retention Area Tract, Daycare Center, Retail Commercial

Direction	Future Land Use	Zoning	Existing Use	Comments
East	City of Clermont	City of Clermont	Commercial	Carmax, East Towne Center Shopping Mall, east of CR 455
West	Regional Office, Regional Commercial and Urban Low Density	Planned Commercial (CP) by Ordinance # 2009-63; 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

- Summary of Analysis -

The subject parcel is identified by Alternate Key Number 1724899 and contains approximately 17.89 acres. The subject property rezoning application seeks approval of a development program for 212 multi-family unit apartments with associated amenities and is generally located north of State Road (SR) 50 and west of County Road (CR) 455 in the unincorporated area of Clermont. The subject parcel is zoned as Agriculture District (A); is designated with a Regional Office Future Land Use Category (FLUC) by the 2030 Comprehensive (Comp) Plan; located within the State Road 50 Major Commercial Corridor; and located within the Lake Apopka Basin Overlay District. The subject parcel is vacant and undeveloped.

The Applicant is requesting to rezone the subject parcel from Agriculture (A) to Planned Unit Development (PUD) to facilitate the development of a 212-unit multi-family apartment complex with associated amenities. The Applicant has also applied for a Future Land Use Amendment from Regional Office FLUC to PUD FLUC for the subject parcel.

The Concept Plan depicts the overall development plan. Ten (10) multifamily apartment buildings are depicted containing a total of 212 units. 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 (Attachment "E").

Table 1. Existing and Proposed Development Standards.

	Zoning District	Allowable Development Program	Proposed Development Program	Maximum Impervious Surface Ratio	Minimum Open Space	Building Height
Existing	Agriculture (A)	1 dwelling unit per 5 acres	N/A	10%	N/A	40 feet
Proposed	Planned Unit Development (PUD)	N/A	212 multi-family units with associated amenities	65%	25%	45 feet

The subject property is located within the Lake Apopka Basin Overlay District and is approximately .91 straight-line miles from the shoreline. The request is consistent with LDR Section 6.15.00 Lake Apopka Basin Development Design and Resource Protection Standards, and Comprehensive Plan Objective I-6.3 Lake Apopka Basin Overlay District.

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."*

The Applicant provided a Project Narrative for the rezoning request as shown on Attachment “F”.

– Staff Analysis –

LDR Section 14.05.03 (Standards for Review)

A. Whether the rezoning is in conflict with any applicable provisions of the Code (Land Development Regulations).

The application seeks to rezone a parcel from Agriculture (A) zoning to Planned Unit Development (PUD).

The rezoning request is consistent with LDR Section 4.03.01 as the Planned Unit Development District seeks to (1) exercise greater ingenuity and imagination in the planning and development of tracts of land under unified control than generally is possible under these regulations; (2) allow a diversification of uses, structures, and open space in a manner compatible with both the surrounding, existing and approved development of land surrounding and abutting the PUD Site; (3) provide a means for land to be used more effectively, and for utilization of smaller networks of utilities and roads; (4) detail the natural amenities of land encouraging scenic and functional open space within the PUD; (5) provide for the reasonable protection of designated species of plants and animals; (6) ensure that development will occur according to limitation of use, design, density, and phasing stipulated on an approved Development Plan; and (7) provide reasonable assurance of approval of a PUD application before a developer expends complete design monies, while providing the County with assurances that the PUD will be developed according to approved specifications.

The rezoning request is consistent with LDR Section 4.03.01 entitled Purpose and Intent which states that Planned Unit Developments shall be allowed in all land use classifications.

The rezoning request is consistent with LDR Section 4.03.03 entitled General Site Development Standards, as the Planned Unit Development seeks to maintain and promote the compatibility of residential uses, promote safe and efficient circulation of pedestrian and vehicular traffic, and promote adequate protection of natural resources, health, safety, and welfare of the public. Any future development of this property will require an analysis via submittal of a development application to demonstrate that the proposed development meets the General Site Development Standards. The subject parcel is not located within the boundaries of the Wekiva River Protection Area (WRPA) or the Green Swamp Area of Critical State Concern (GSACSC).

The Concept Plan is consistent with LDR Section 14.03.04 entitled Planned Unit Developments, which requires additional information for the review and approval of a PUD. The Applicant provided a Concept Plan (Attachment “E”) that depicts the proposed multifamily apartment complex, amenities such as a clubhouse, pool, tot lot, pickle ball court, dog park, butterfly garden, and community garden. In addition, 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 (Attachment “E”).

The rezoning 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, if 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.

New development will be required to meet all criteria specified in the LDR, as amended.

B. 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 proposed project development is consistent with this element in that it proposes similar densities as other apartment complexes in the area. The project proposes a density of +/- 11.85 units per gross acres. Please note Table 3 below showing compatibility with other multifamily developments in the area.

Table 3. Adjacent and Surrounding Multifamily Development					
Project Name	Gross / Net Acres	Unit Count	Gross / Net Density	Min. Lot Size	Vicinity
East Clermont Village Apartments	+/- 24.48 gross acres	288 Multifamily Units	+/- 11.76 DU/ Gross Acre	N/A	Clermont
Hartle Groves Apartments (Advenir at Castle Hill)	+/- 25.31 gross acres	431 Multifamily Units	+/- 17.03 DU/ Gross 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 (Attachment "I") 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 proposal 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 is consistent with the Housing Element of the Comprehensive Plan as it introduces necessary housing to a densely developed area as indicated in the Applicant's Project Narrative (Attachment "F").

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.

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.

The Applicant included *"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 a Utility Service Agreement for Water and Wastewater."* (Attachment "G").

New development will be required to meet all criteria specified in the Comprehensive Plan.

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

The proposed rezoning request is consistent with the existing and proposed land uses in the area. Similar complexes are nearby to this development with similar densities. The area is highly developed and adding residential uses to support the surrounding commercial and service uses will create a support system for both. Several other properties in the surrounding area are conditionally zoned.

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

"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 “E”)

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

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 “E”)

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. The Applicant must comply with Policy IX-3.1.1, Regional Wastewater Service Criteria of the Comprehensive Plan.

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 rezoning 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 site plan review process, should the Future Land Use Amendment be approved by the Board.

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 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 (Attachment "I") 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 [sic] 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*

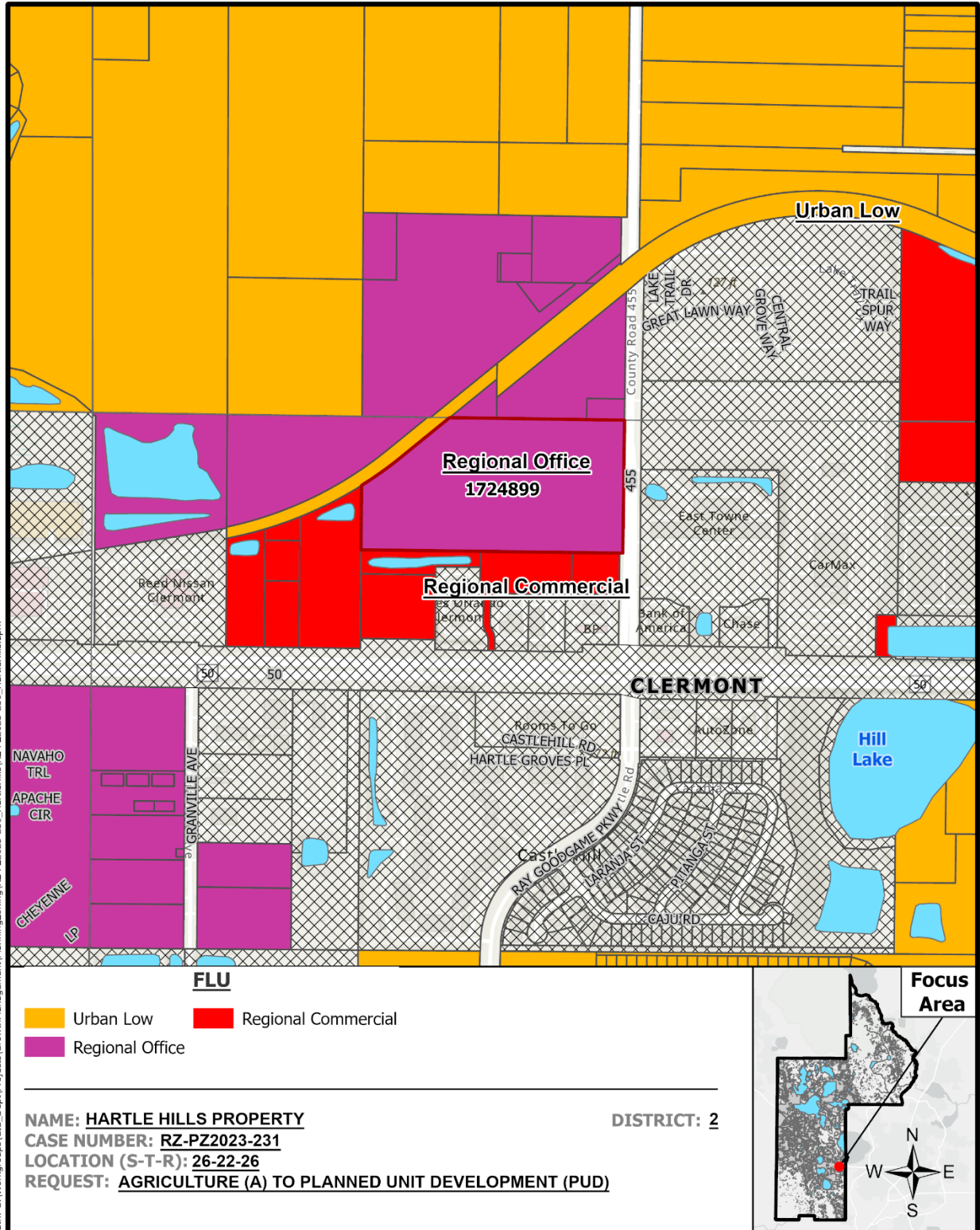
rental product that serves the public interest and is in harmony with the County's Comprehensive Plan and LDRs."

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 rezoning application was submitted concurrently with a site specific proposed Comprehensive Plan Map Future Land Use Category to Planned Unit Development being presented under a separate cover as case.

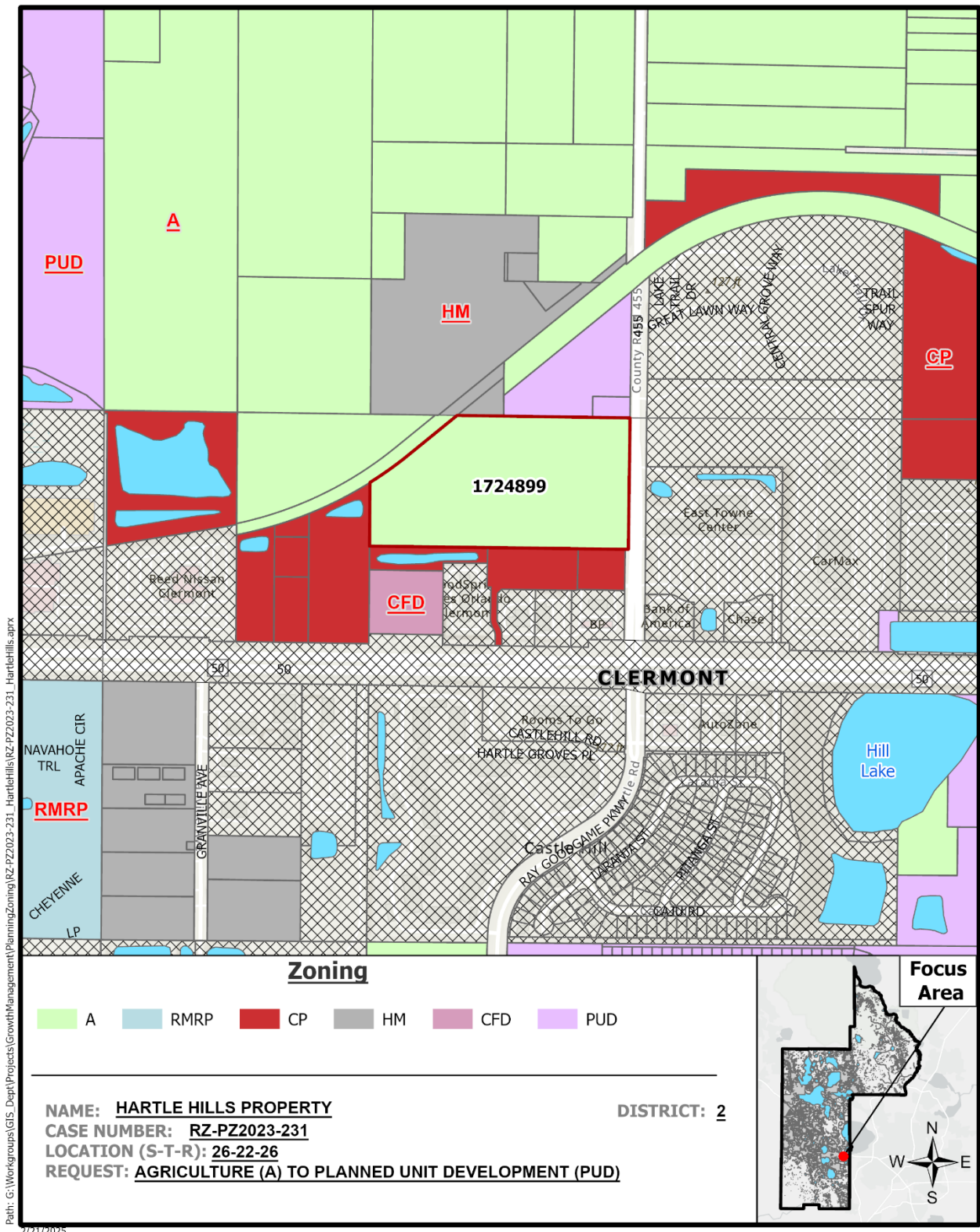
Attachment "A" – Future Land Use Map

CURRENT FUTURE LAND USE



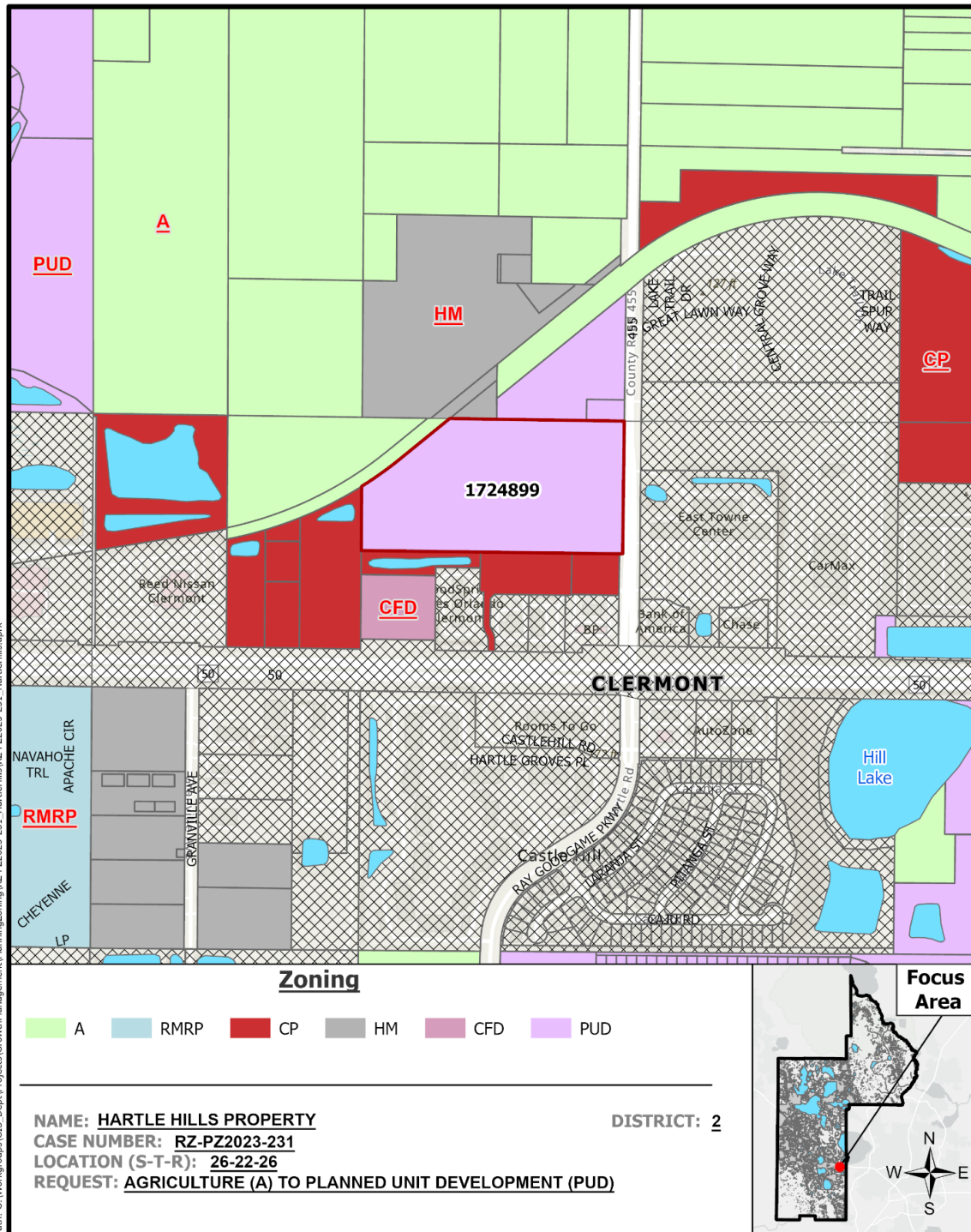
Attachment "B" – Zoning District Map

CURRENT ZONING



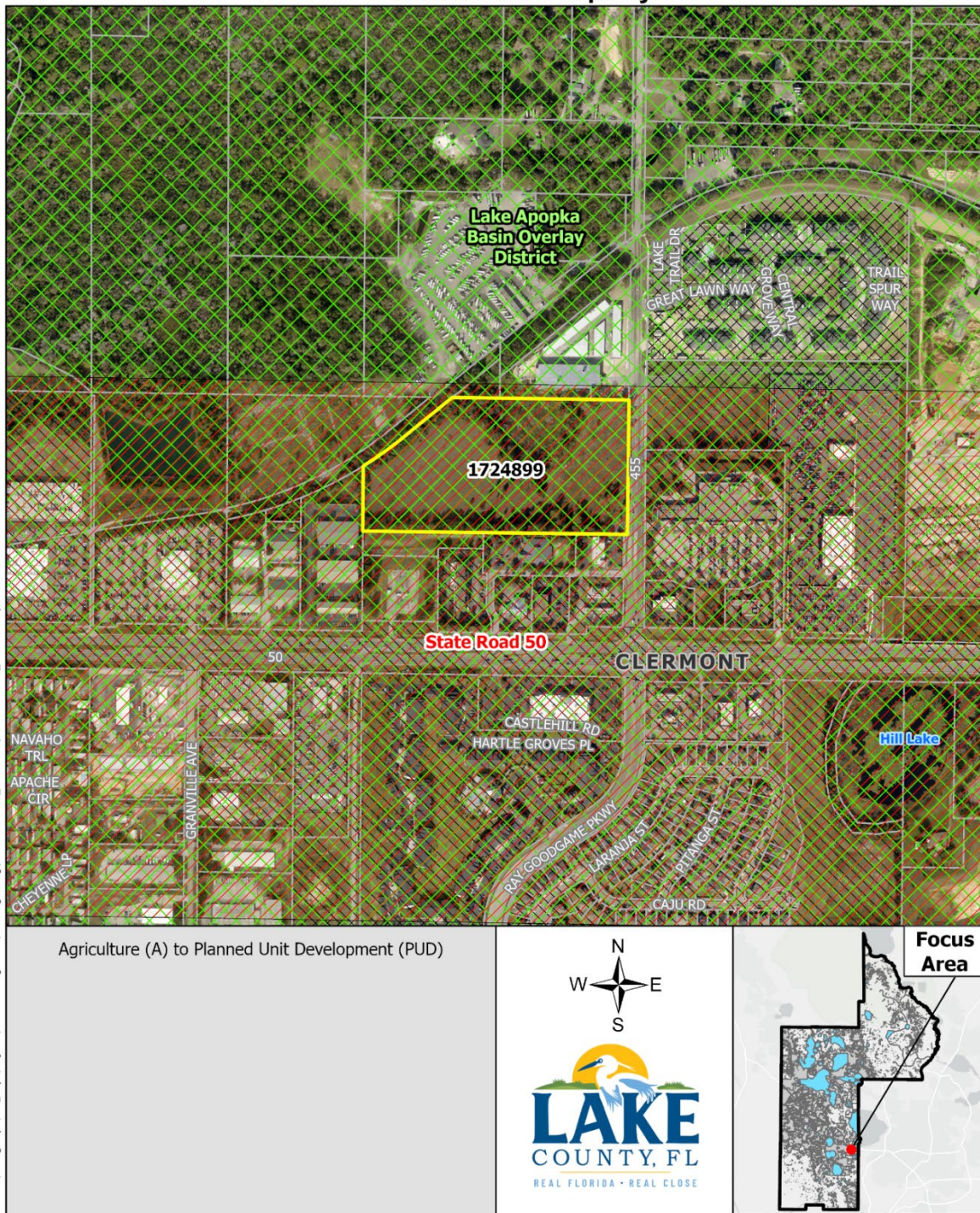
Attachment "C"-Proposed Zoning District

PROPOSED ZONING



Attachment "D" - Overlay District

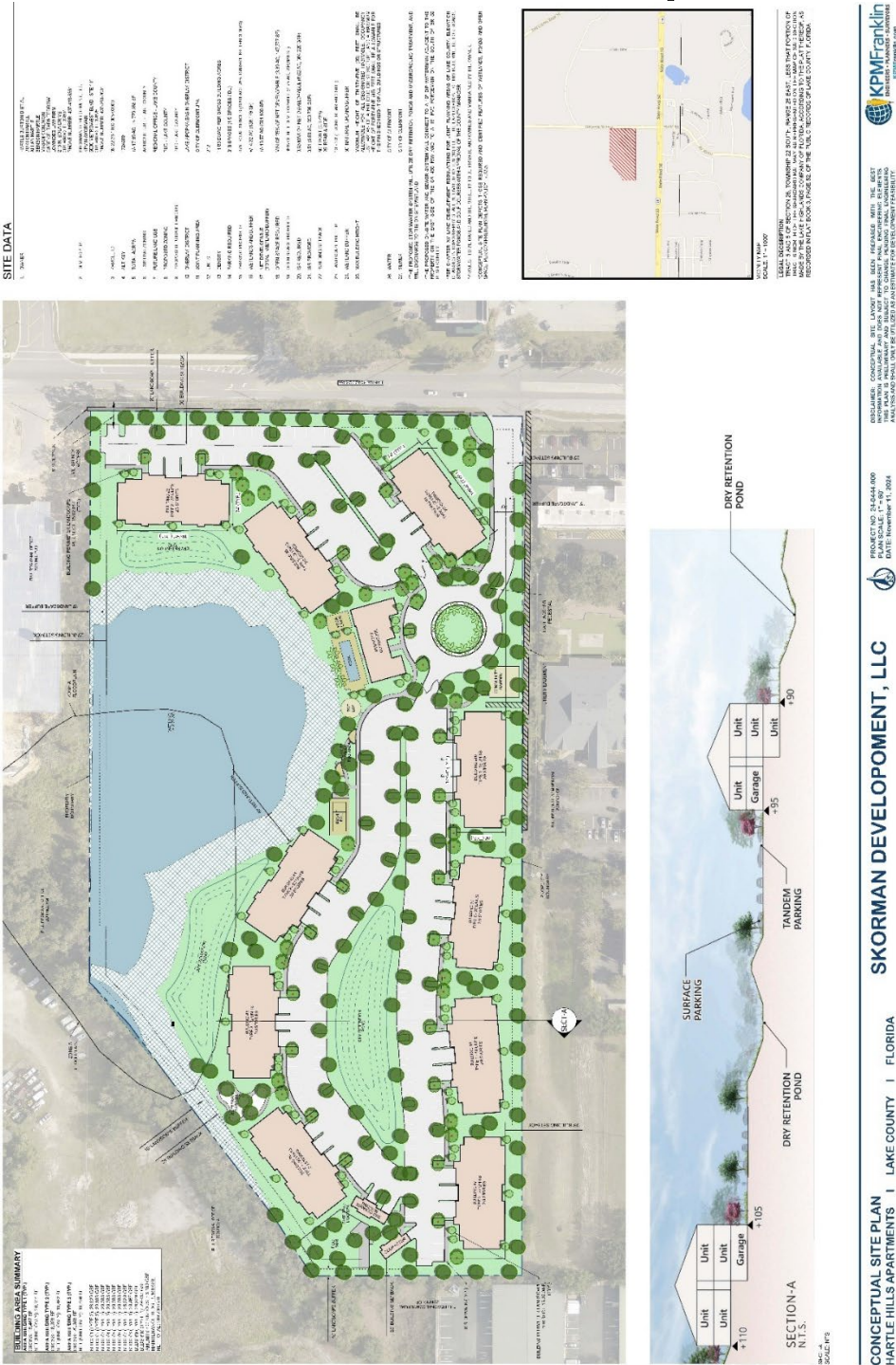
RZ-PZ2023-231
Hartle Hills Property



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

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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)

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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***

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:

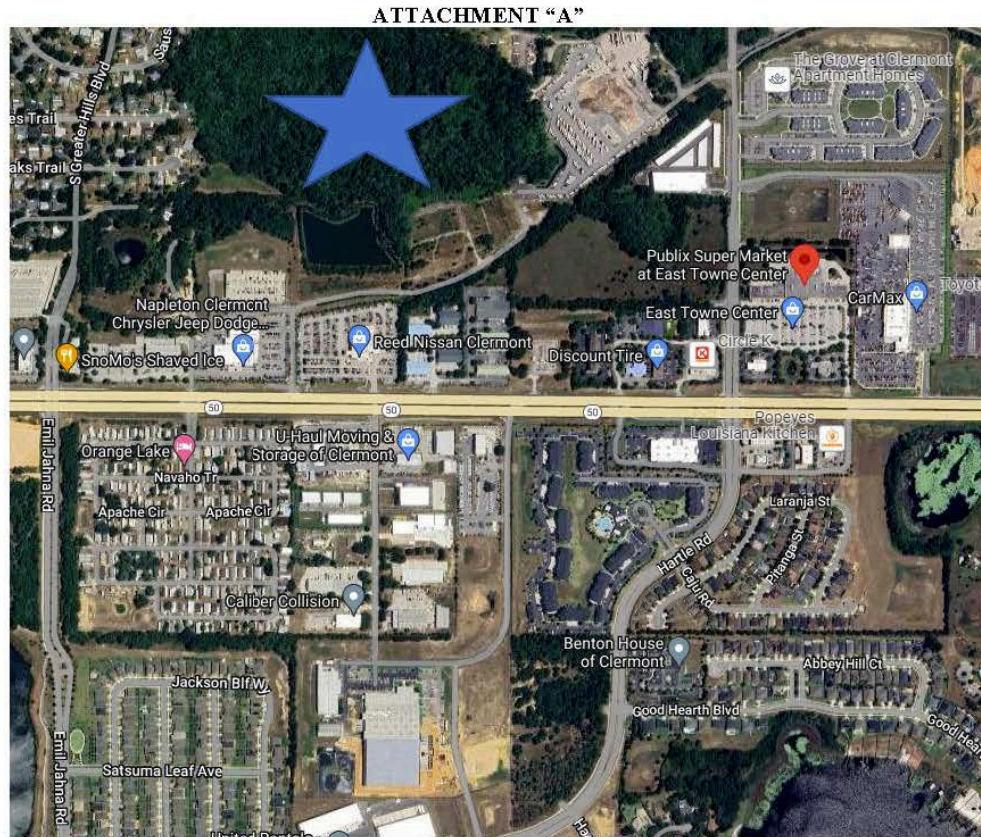
1. Pursuant to Policy 1-6.3.4, residential uses are permitted so long as development is designed away from environmentally sensitive features and habitat, which is provided for on the Concept Plan.
2. Policy I-6.3.6 is satisfied as the required fifty (50) foot natural buffer has been established upland 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



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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. Condron, 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

PAGE 5 of 17

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.

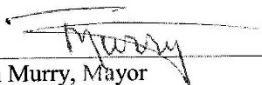
Section 8. EFFECTIVE DATE

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.

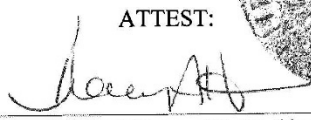
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____

DATED this 27 day of August, 2024.

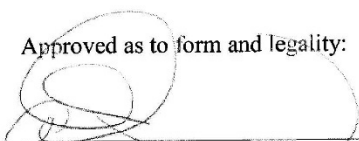
CITY OF CLERMONT


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:

OWNER:

Burton B. Hartle

Witness: Robin Sullivan

Print Name: Robin Sullivan

Address: 700 Almond St, Clermont, FL
34711

By: Burton B. Hartle

Name: BURTON B. HARTE

Witness: Madelyn Damon

Print Name: Madelyn Damon

Address: 700 Almond St, Clermont, FL
34711

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)



Valerie F. Ramey
Notary Public Signature

Valerie Faye 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:

Witness: Rod Sullivan
Print Name: Rod Sullivan
Address: 100 Almond St. Clermont
FL 34711

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

OWNER:

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

OWNER:

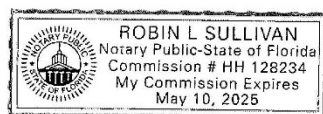
Allan H. Hartle

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

PAGE 9 of 17

Signed, sealed and delivered
in the presence of:

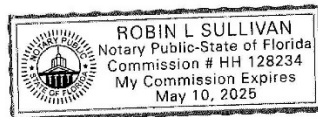
Witness: MLD
Print Name: Madelyn Damon
Address: 700 Almond St
Clermont, FL 34711

Witness: [Signature]
Print Name: Lisa Welling
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: _____

Robin L Sullivan
Notary Public Signature

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

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

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 937 PAGE 10 of 17

EXHIBIT “A”

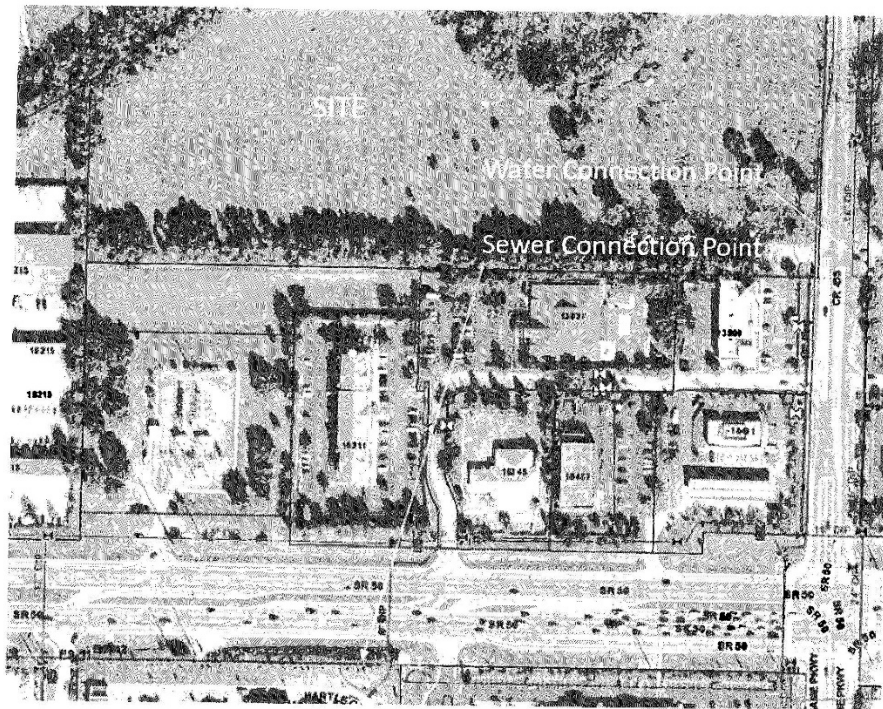
PROPERTY DESCRIPTION

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 “G” - Utility Service Agreement (Page 11 of 17)

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 938 PAGE 11 of 17

EXHIBIT “B”



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

INSTRUMENT# 2024116067 OR BOOK 6408/PAGE 939 PAGE 12 of 17

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. Condon, 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

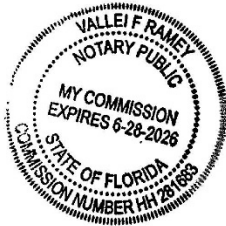
Name: Benson K Hartle

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:

Print Name:

Address:

Witness:

Print Name:

Address:

By: Allan H. Hartle

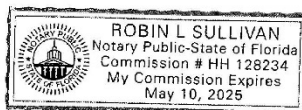
Name: Allan H. Hartle

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)



Robin L. Sullivan
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: Madelyn Damon
Print Name: Madelyn Damon
Address: 700 Almond St
Clermont, FL 34711
Witness: Lisa Welling
Print Name: Lisa Welling
Address: 700 Almond St
Clermont FL 34711

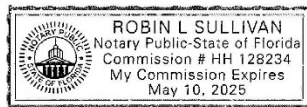
GRANTOR:
Miriam F. Condon

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, a Florida Driver's License 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 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 Brandeburg
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.

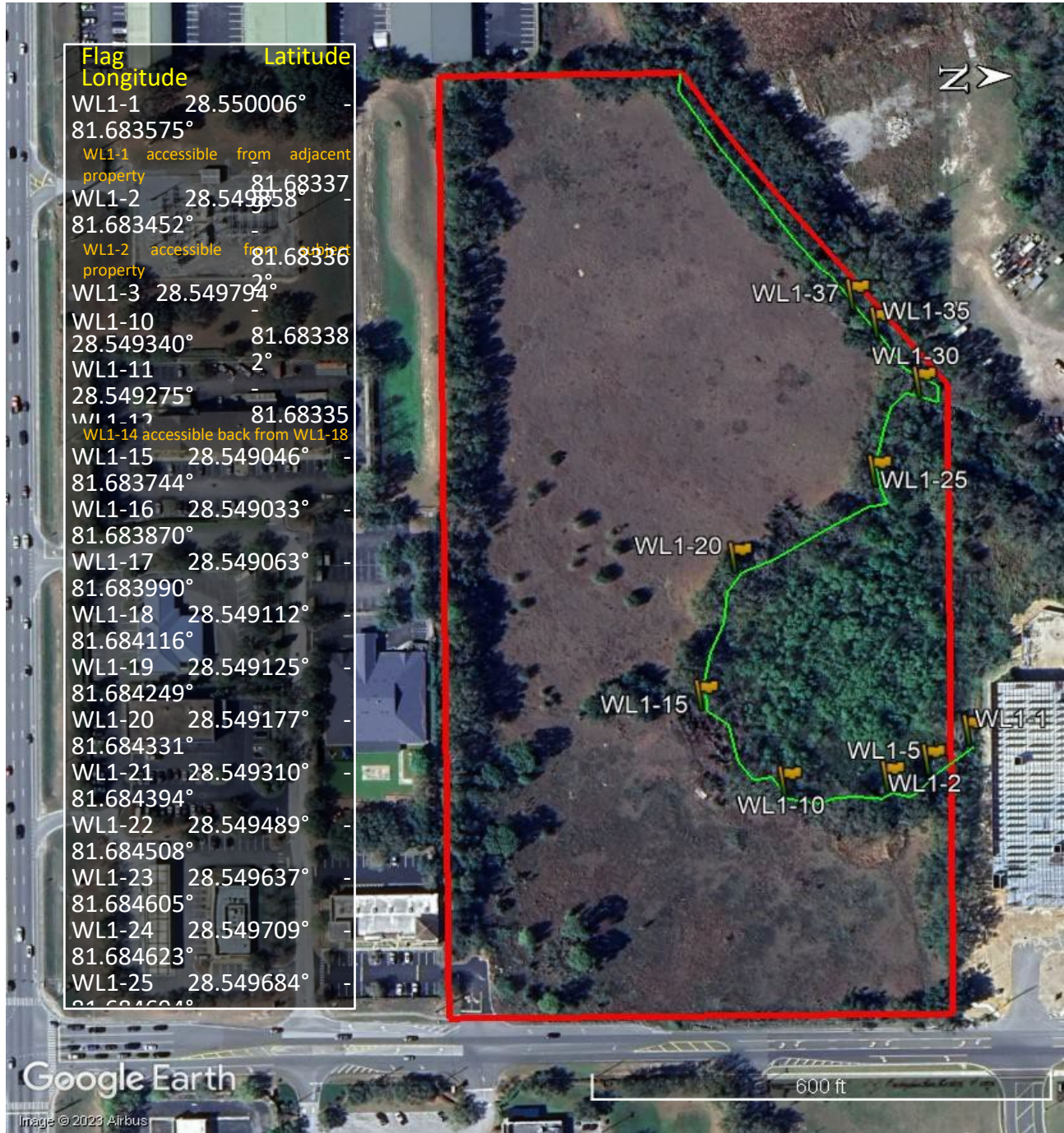
If you should have questions or require additional information, please do not hesitate to contact me at (352) 253-6696 or at croneyh@lake.k12.fl.us.

Sincerely,

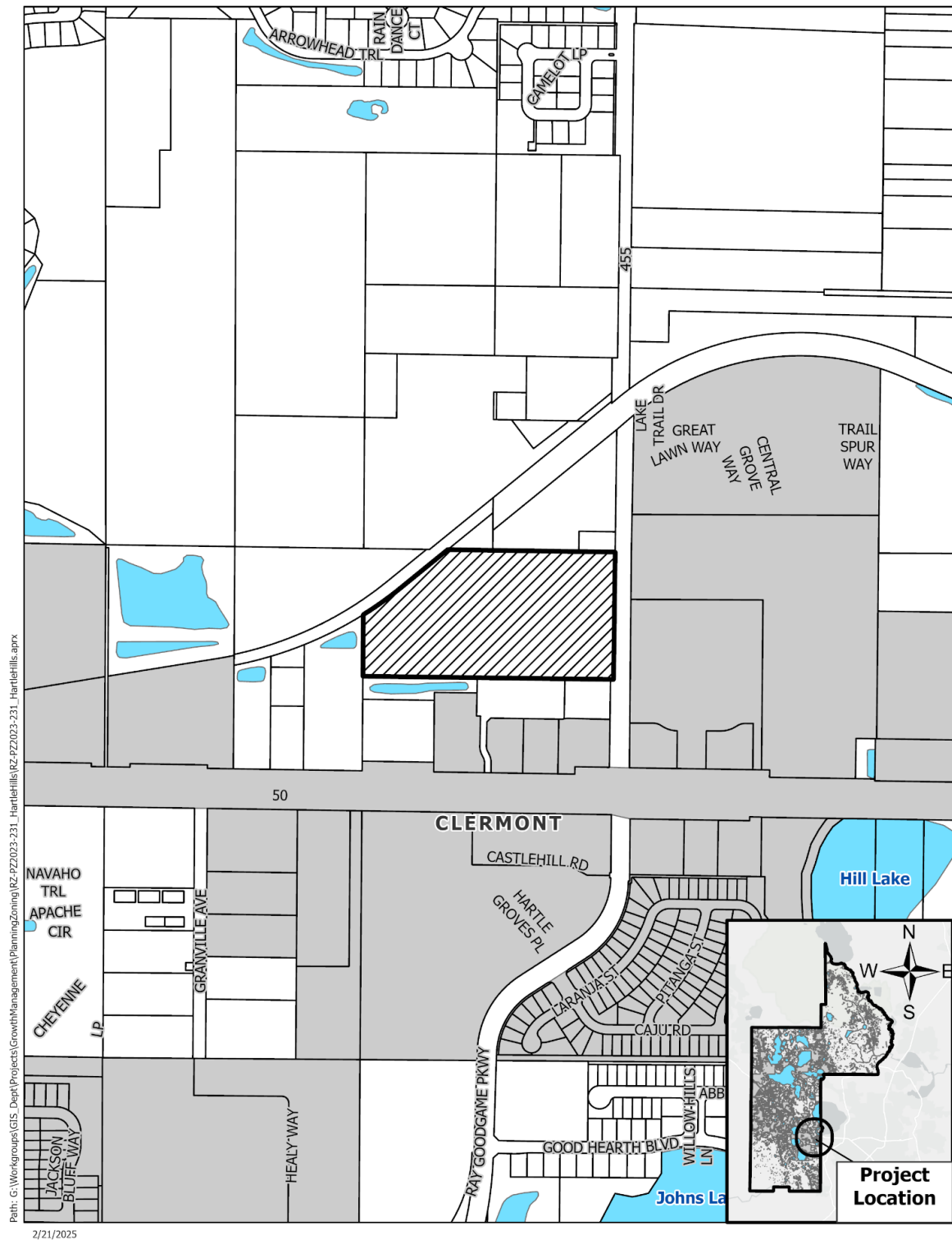
Heather Croney
Growth Planning Department

"Equal Opportunity in Education and Employment"

Attachment "I" - Wetland Delineation

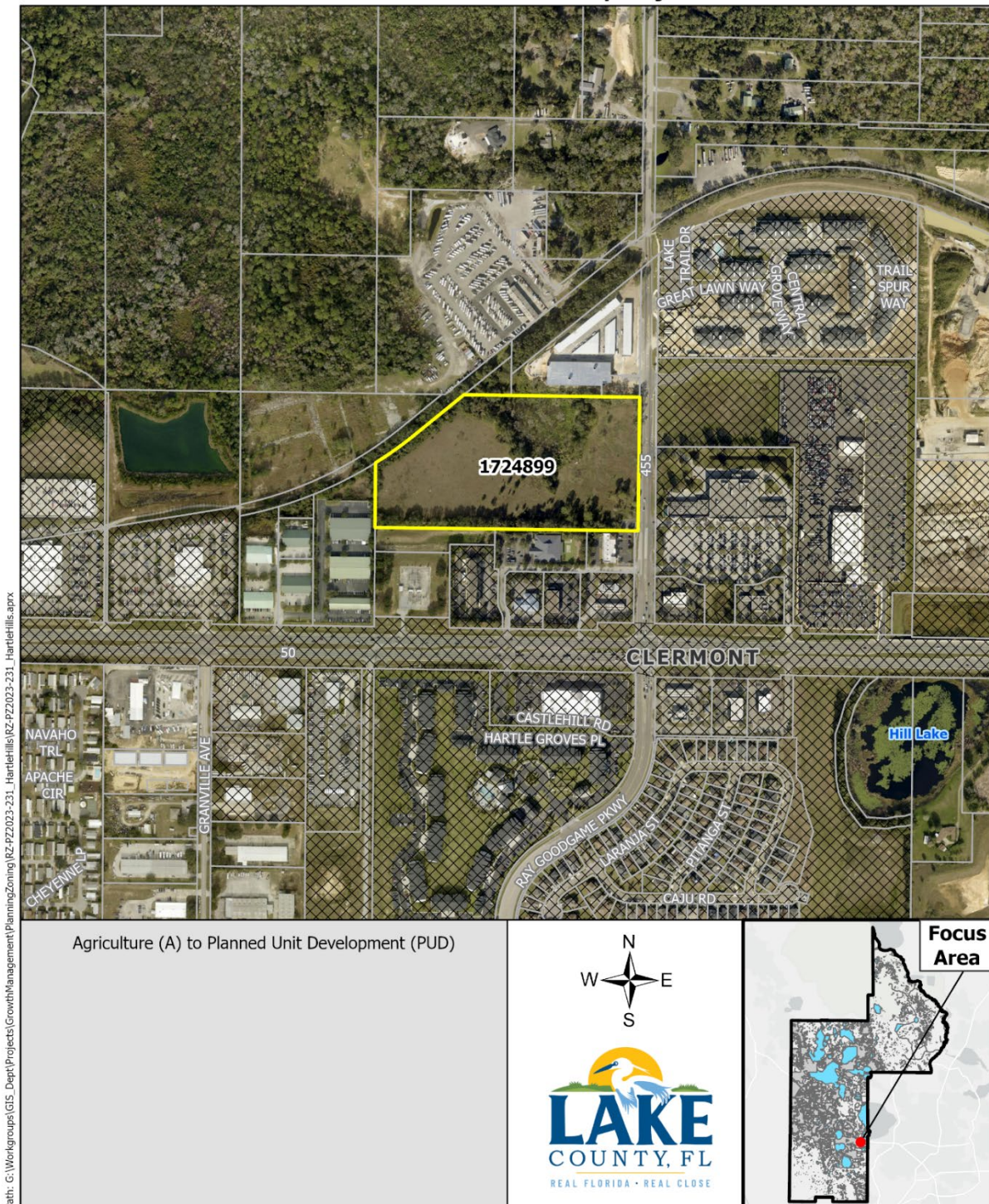


Map of Subject Property



Aerial Map of Subject Property

RZ-PZ2023-231
Hartle Hills Property



ORDINANCE 2025-_____

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAPS; REZONING APPROXIMATELY 17.89 +/- ACRES FROM AGRICULTURE (A) TO PLANNED UNIT DEVELOPMENT (PUD) TO FACILITATE THE DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL COMMUNITY WITH ASSOCIATED AMENITIES ON PROPERTY LOCATED NORTH OF STATE ROAD 50 AND WEST OF COUNTY ROAD 455, IN THE CLERMONT AREA OF UNINCORPORATED LAKE COUNTY, IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, IDENTIFIED AS ALTERNATE KEY NUMBER 1724899; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tara Tedrow (the "Applicant") submitted a rezoning application on behalf of Burton Hartle, Allan Hartle, Benson Hartle and Miriam Condrón (the "Owner"), to rezone the approximately 17.89 +/- acres from Agriculture (A) to Planned Unit District (PUD) to facilitate the development program for Hartle Hills Apartments; and

WHEREAS, the subject property consists of approximately 17.89 +/- acres located west of CR 455 in the unincorporated Clermont area in Section 26, Township 22 South, Range 26 East, known as Alternate Key Number 1724899, and more particularly described in Exhibit "A"; and

WHEREAS, the property is located within the Planned Unit Development Future Land Use Category; and

WHEREAS, the Lake County Planning and Zoning Board did on the 4th day of June 2025, review Petition PZ2024-329; after giving Notice of Hearing on petition for a change in the use of land, including notice that the Ordinance would be presented to the Board of County Commissioners of Lake County, Florida, on the 1st day of July 2025; and

WHEREAS, the Board of County Commissioners reviewed the petition, the recommendations of the Lake County Planning and Zoning Board, and any comments, favorable or unfavorable, from the public and surrounding property owners at a Public Hearing duly advertised; and

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved.

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

Section 1. Terms: The County Manager or designee shall amend the Lake County Zoning Map to Planned Unit Development (PUD) for the property described in Exhibit "A". The uses of the property will be limited to those uses specified in this Ordinance and generally consistent with the Conceptual Plan attached as Exhibit "B". To the extent there are conflicts between Exhibit "B" and this Ordinance, this Ordinance will take precedence.

A. Permitted Land Uses.

1. Multi-family apartment complex, 10 buildings with a maximum of 212-units.
2. Accessory uses directly associated with the above uses may be approved by the County Manager or designee.
3. Any other use of the site not specified above will require approval of an amendment to this Ordinance by the Board of County Commissioners.

B. Open Space, Impervious Surface Ratio, and Building Height.

1. A minimum of twenty-five percent (25%) of the subject property acreage must be dedicated in perpetuity for preservation as common open space using a conservation or open space easement, or plat restrictions. The property owner's association or management company shall be responsible for maintaining the open space.

2. The maximum Impervious Surface Ratio (ISR) for the entire development program is sixty-five percent (65%) consistent with the Comprehensive Plan, as amended.
3. The maximum building height will be forty-five (45) feet.
4. All other development standards must be in accordance with the Comprehensive Plan and Land Development Regulations, as amended.

C. Setbacks. The minimum building setback for residential development will be as follows:

Development Type	Front	Side	Rear
Multifamily Apartment Complex	50-feet	25-feet	25-feet

1. All setbacks must be measured from the property line.
 2. The minimum wetland setback is 50 feet from jurisdictional wetland line.
 3. Any setback not specified must be in accordance with the Land Development Regulations (LDR), as amended.
- B. Overlay District Area Site Design Standards.** Subdivision design shall be consistent with the development design standards for the Lake Apopka Basin Overlay District, in accordance with Objective I-6.3 of the Comprehensive Plan, and with any other applicable provisions of the Comprehensive Plan and Land Development Regulations, as amended. The Conceptual Plan attached conforms to the Lake Apopka Basin Overlay District standards. Additionally, these standards shall be included in the property management governing documents for the community and shall be enforced by the property owners association or management company for the property. Lake County shall have the right, but not the obligation, to enforce such provisions.

D. Bear Management.

1. County approved bear-resistant garbage carts or dumpsters shall be required, if available. If bear resistant garbage carts or containers are not available, regular carts or containers shall be modified to be bearproof or kept cans in a secured location.
2. Residents shall not have bird and wildlife feeders that are not modified to exclude bears.
3. Residents shall be placed on notice that they are leasing a property within an area known for Florida Black Bear habitat. New residents shall be given information published by the Florida Fish and Wildlife Conservation Commission regarding living among the Florida Black Bear and ways to reduce encounters.
4. All PUD requirements regarding the Florida Black Bear management shall be included in the governing documents for the community and shall be enforced by the property owner's association or management company for the property. Lake County shall have the right, but not the obligation, to enforce such provisions.

E. Landscaping, Buffering, and Screening.

1. Drought tolerant, native trees, and drought tolerant, native vegetation shall be utilized for all street trees, landscape buffers, and stormwater retention/detention areas.
2. Perimeter buffers shall consist of canopy and understory trees and plants utilizing 100% Florida native plant materials from the IFAS list. Exotic/invasive species shall be removed. Existing vegetation located along the perimeter of the PUD may be used to count towards the minimum perimeter landscaping requirement.

3. Best Management Practices for native landscaping and “right plant-right place” landscaping techniques shall be utilized in the design and installation of invasive exotic plant species in all landscape plantings is prohibited.
4. The HOA shall manage buffer areas in accordance with a management plan that protects native habitats and limits the proliferation of nuisance/exotic vegetative species. A copy of the management plan will be provided to the County.
5. Smart Irrigation Best Management Practices shall be utilized for all landscape irrigation and shall incorporate soil moisture and rain sensors into the irrigation design.
6. Landscaping and screening shall be in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.

F. Environmental Requirements. An environmental assessment dated within six (6) months of the date the preliminary plat is submitted will be required to demonstrate the presence of vegetation, soils, threatened and endangered species that may exist on the site. Any State permitting or mitigation will be required before development can commence compliance in accordance with the Comprehensive Plan and LDR, as amended.

G. Noise. Compliance must be in accordance with the Land Development Regulations (LDR) as amended.

H. Transportation. All access management shall be in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.

I. Future Road Maintenance. Future road maintenance for publicly dedicated roads will be funded using a municipal service taxing unit (MSTU), or municipal service benefit unit (MSBU) as authorized under Section 125.01(1)(q), Florida Statutes. Before or concurrent with any final plat or site plan approval, the Owner shall provide any documentation required by the County to impose an MSTU or MSBU, at the County’s discretion, on the platted or commercial lots. Additionally, the Owner acknowledges and agrees that the MSTU or MSBU shall be collected as a non-ad valorem assessment using the uniform method of collection set forth under Section 197.3632, Florida Statutes.

J. Stormwater Management.

1. The stormwater management system shall be designed in accordance with all applicable Lake County and St. Johns River Water Management District (SJRWMD) requirements, as amended.
2. The Owner shall be responsible for any flood studies required for developing the site and comply with FEMA, Comprehensive Plan and Land Development Regulations, as amended. Any development within the floodplain as identified on the FEMA maps will require compensating storage.

K. Mass Grading for Site Development. All Grading for the site development shall be in accordance with the Comprehensive Plan and LDR, as amended.

L. Parking Requirements. Parking shall be provided in accordance with the LDR, as amended.

M. Utilities.

1. The development will be serviced by central water and sewer systems, in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.
2. All homes constructed shall be Florida Water Star SM Program certified.

N. Annexation. Owner agrees not to enter into any covenant with a municipality to annex which alters the prerequisites of voluntary annexation under Section 171.044, Florida Statutes.

O. Lighting. All development will adhere to the dark-sky principles set forth in Section 3.09.00, Land Development Regulations, as amended. These provisions shall apply to the common areas.

P. Signage. All signage must be in accordance with the Land Development Regulations (LDR), as amended.

Q. Schools. School Concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.

R. Concurrency Management Requirements. Any development must comply with the Lake County Concurrency Management System, as amended.

S. Development Review and Approval. Prior to the issuance of any permits, the Owner shall submit a site plan generally consistent with the Conceptual Plan attached as Exhibit "B" for review and approval in accordance with the Comprehensive Plan and Land Development Regulations (LDR), as amended.

T. PUD Expiration. Physical development shall commence within three (3) years from the date of this Ordinance approval. Failure to commence construction within three (3) years of approval shall cause the revocation of this ordinance, in accordance with the Comprehensive Plan or superseding documents, as amended. Prior to expiration of the three-year time frame, the Board of County Commissioners may grant, via a Public Hearing, one (1) extension of the time frame for a maximum of two (2) years upon a showing that reasonable efforts have been made towards securing the required approvals and commencement of work. Notwithstanding the foregoing, if at any time the developer is granted an extension of time pursuant to Section 252.363, Florida Statutes, or Section 7-5, Lake County Code, to the preliminary plat, construction plans, or final plat, commencement of physical development shall be equally extended so long as the development is proceeding in good faith and does not allow the originally extended development order to expire.

U. Future Amendments to Statutes, Code, Plans, and/or Regulations. The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County Land Development Regulations shall include any future amendments to the Statutes, Code, Plans, and/or Regulations.

Section 2. Conditions.

A. After establishment of the facilities as provided in this Ordinance, the property identified in this Ordinance may only be used for the purposes identified in this Ordinance. Any other proposed use must be specifically authorized by the Board of County Commissioners.

B. No person, firm, or corporation may erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above-described land without first obtaining the necessary

approvals in accordance with the Lake County Code, as amended, and obtaining the permits required from the other appropriate governmental agencies.

C. This Ordinance will inure to the benefit of and will constitute a covenant running with the land and the terms, conditions, and provisions of this Ordinance, and will be binding upon the present Owner and any successor and will be subject to each condition in this Ordinance.

D. The transfer of ownership or lease of any or all the property described in this Ordinance must include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Regulations, as amended.

E. The Lake County Code Enforcement Special Master will have authority to enforce the terms and conditions set forth in this ordinance and to recommend that the ordinance be revoked.

Section 3. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Filing with the Department of State. The clerk is hereby directed to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 5. Effective Date. This Ordinance shall become effective upon recordation in the public records of Lake County, Florida. The Applicant shall be responsible for all recording fees.

ENACTED this _____ day of _____, 2025.

FILED with the Secretary of State _____, 2025.

EFFECTIVE _____, 2025.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

LESLIE CAMPIONE, CHAIRMAN

ATTEST:

GARY J. COONEY, CLERK OF THE
BOARD OF COUNTY COMMISSIONERS
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.

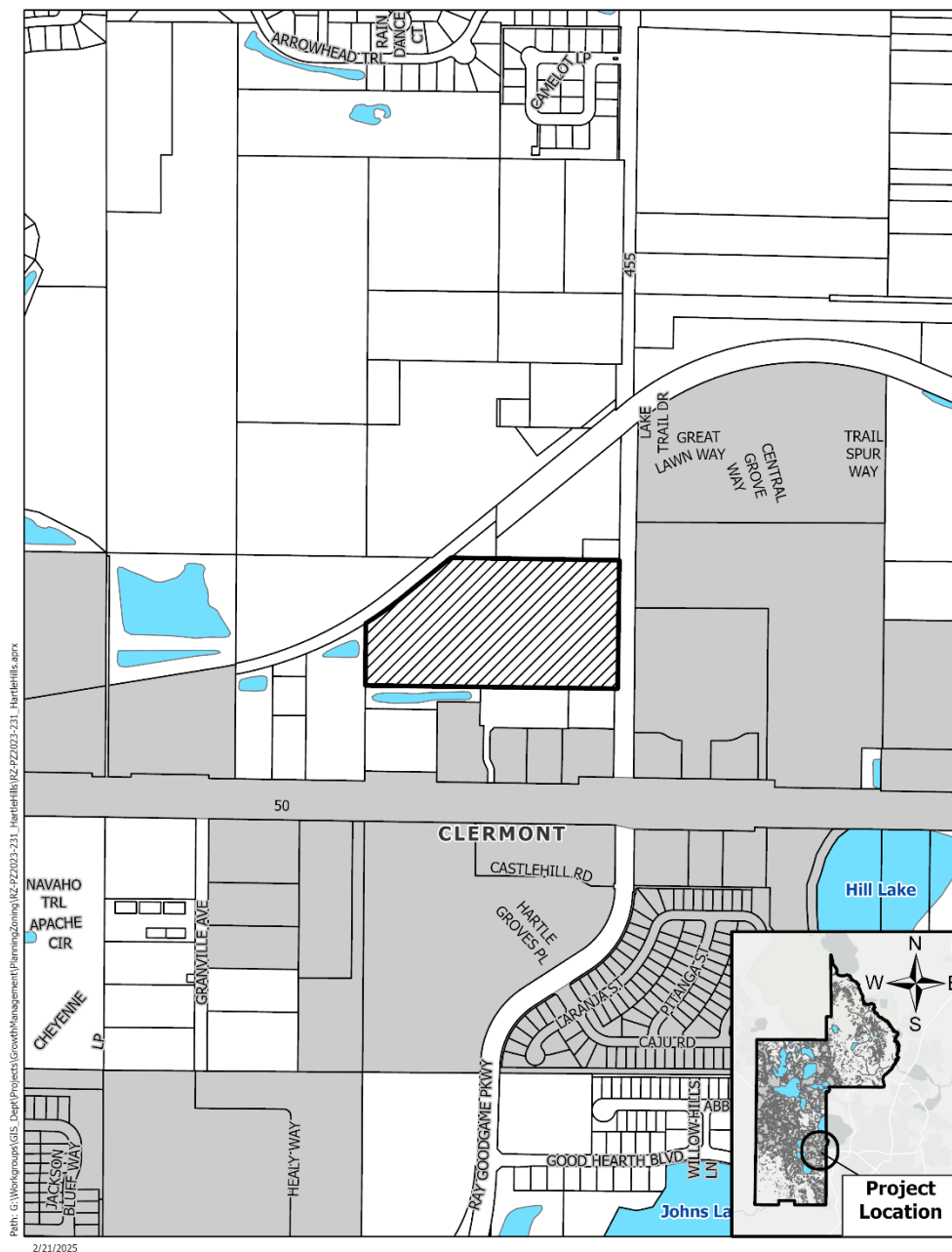


FIGURE 1. AERIAL PHOTOGRAPH OF THE SITE AREA. THE SITE AREA IS INDICATED BY A RED HATCHED PATTERN. THE WOODED AREA IS INDICATED BY A BROWN PATTERN. THE WATER AREA IS INDICATED BY A BLUE PATTERN. THE ROAD IS INDICATED BY A BLACK LINE. THE RAILROAD IS INDICATED BY A BLACK LINE WITH CROSS-TICKS. THE SCALE BAR IS LOCATED AT THE BOTTOM LEFT. THE NORTH ARROW IS LOCATED AT THE BOTTOM RIGHT.

