For More Information, Contact:
Corrina Williams
Planning Technician
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
407.656.4111 ext. 5149
cwilliams@wintergarden-fl.gov

PLANNING & ZONING BOARD AGENDA

To: James Gentry – Chairman
Jimmy Dunn - Vice Chairman
Kent Horsley
Mark Maciel
Mac McKinney
Rohan Ramlackhan
Eric Weiss

Copy to: Mike Bollhoefer
Dan Langley
Ed Williams
Laura Smith
Stephen Pash

RE: Agenda – November 26, 2012 - 6:30 PM
Commission Chambers, City Hall
300 West Plant Street, Winter Garden

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1. **CALL TO ORDER**

2. **ROLL CALL AND DETERMINATION OF QUORUM**

3. **APPROVAL OF MINUTES FROM THE NOVEMBER 5, 2012 MEETING**

CITY CODE OF ORDINANCES – REVISIONS/UPDATES

4. Ordinance 12-69 (UVPUD Amendment)

LOT SPLIT

5. 446 N. Dillard Street – (Winter Garden Medical Arts Building, Inc.)
Parcel ID #: 14-22-27-9388-02-010

FINAL PLAT (PUBLIC HEARING)

6. Covington Chase Phase 2B – 25.2 +/- Acres (JTD Land at Covington Chase, LLC)
Parcel ID #: 13-22-27-1793-00-008

ANNEXATION, REZONING, FUTURE LAND USE MAP AMENDMENT (PUBLIC HEARING)

7. 13675 W. Colonial Drive (Maryland Fried Chicken)
Annexation / Rezoning / FLU Map Amendment
Parcel ID # : 23-22-27-4036-00-091

Posted: November 21, 2012

PLEASE NOTE: IN ACCORDANCE WITH FLORIDA STATUES 286.0105: ANY PERSON WHO DESIRES TO APPEAL ANY DECISION AT THIS MEETING WILL NEED A RECORD OF THE PROCEEDINGS AND FOR THIS PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED, WHICH SUCH WRITTEN RECORD IS NOT PROVIDED BY THE CITY OF WINTER GARDEN.

PLEASE NOTE: IN ACCORDANCE WITH FLORIDA STATUTE 286.26: PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT CORRINA WILLIAMS, 300 WEST PLANT STREET, WINTER GARDEN, FL 34787, (407) 877-5149 - 48 HOURS IN ADVANCE OF THE MEETING.

8. 12902 Roper Road (Whitt, Amber Marie)
Annexation / Rezoning / FLU Map Amendment
Parcel ID # : 36-22-27-0000-00-012

9. 3017 Daniels Road (Winter Garden Village @ Fowlers Grove PCD)
PCD – DO Amendment
Parcel ID # : 02-23-27-0000-00-025

10. **ADJOURNMENT**

To the next regular Planning and Zoning Board meeting on Monday, January 7, 2013 at 6:30 p.m. in City Hall Commission Chambers, 300 W. Plant Street, 1st floor.

PLEASE NOTE: IN ACCORDANCE WITH FLORIDA STATUES 286.0105: ANY PERSON WHO DESIRES TO APPEAL ANY DECISION AT THIS MEETING WILL NEED A RECORD OF THE PROCEEDINGS AND FOR THIS PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED, WHICH SUCH WRITTEN RECORD IS NOT PROVIDED BY THE CITY OF WINTER GARDEN.

PLEASE NOTE: IN ACCORDANCE WITH FLORIDA STATUTE 286.26: PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT CORRINA WILLIAMS, 300 WEST PLANT STREET, WINTER GARDEN, FL 34787, (407) 877-5149 - 48 HOURS IN ADVANCE OF THE MEETING.

A REGULAR MEETING MINUTES
PLANNING AND ZONING BOARD
NOVEMBER 5, 2012

1. CALL TO ORDER/INVOCATION/PLEDGE OF ALLEGIANCE

Chairman James Gentry called the meeting of the City of Winter Garden Planning and Zoning Board to order at 6:31 p.m. in the City Hall Commission Chambers. The invocation was given followed by the Pledge of Allegiance.

2. ROLL CALL AND DETERMINATION OF QUORUM

The roll was called and a quorum was declared present at 6:32 p.m.

MEMBERS PRESENT:

Chairman James Gentry, Board Members: James Dunn, Kent Horsley, Mark Maciel, Mac McKinney, Rohan Ramlackhan, and Eric Weiss.

MEMBERS ABSENT/ARRIVED LATE:

None

STAFF PRESENT:

City Attorney Kurt Ardaman, Community Development Director Ed Williams, Senior Planner Laura Smith, Senior Planner Stephen Pash, and Planning Technician Corrina Williams.

3. APPROVAL OF MINUTES

Approval of minutes from the regular meeting held September October 1, 2012.

Motion by Kent Horsley to approve the October 1, 2012 minutes, seconded by James Dunn, the motion carried unanimously 7-0.

GENERAL STATEMENT: Community Development Director Ed Williams requested the Board to change the December 3rd regular meeting of the Planning and Zoning Board to November 26, 2012 at the request of Sembler/Florida Hospital applicants for the Winter Garden Village @ Fowler Groves PCD and Development Order Amendment for the purpose of meeting a yearend deadline. All members expect to be present with the exception of Mr. Mark Maciel.

Motion by James Gentry to approve the moving of the December 3, 2012 regular meeting of the Planning and Zoning Board to November 26, 2012 at 6:30 pm. Seconded by James Dunn, the motion carried unanimously 7-0.

VARIANCE(Public Hearing)

4. 50 W. Garden Avenue – (Sansing, Mark)

Senior Planner Stephen Pash presented the request for two variances for the property located at 50 W. Garden Avenue. The applicant is requesting the two variances to build an addition onto the existing house. The proposed addition is in approximately the same location as an existing pool and screen room. The applicant is requesting a 7' side yard setback in lieu of the 10' set back required by City Code along with a rear yard setback of 10.8' which is the same of the existing pool and screen room structures, in lieu of the 24' setback required by City Code. Staff is recommending approval of both variance requests. The request will not negatively impact any of the surrounding properties and the proposed setbacks are consistent with the surrounding area. The variances are consistent with the City's Comprehensive Plan and requested variances are the minimum to make reasonable use of the land. The property to the east was granted several variances consistent with this applicants request, along with the development of the surrounding properties happened during the 1940's and were subject to smaller setback requirements.

Motion by Kent Horsley to approve the two variance requests to allow for a 7' side yard setback and a 10.8' rear yard setback reduction for the construction of a proposed addition on the property at 50 W. Garden Avenue subject to Staff recommendations (Attached Exhibit "A)". Seconded by Rohan Ramlackhan, the motion carried unanimously 7-0.

SPECIAL EXCEPTION PERMIT(Public Hearing)

5. 32 E. Miller Street – (S & A Commercial)

Senior Planner Laura Smith presented the special exception at 32 E. Miller Street to allow for a personal service uses in a C-3 zoning district. The C-3 zoning district does not allow for personal service uses. The applicant proposes to open a hair salon in one of the tenant spaces of this duplex for up to three operators with the possibility of growing into the other tenant space for an additional three operators for a maximum of six if they were both under the same ownership. This property was recently renovated and redeveloped into a commercial site from the prior use of a residential duplex. Staff have reviewed the proposal and would recommend approval subject to the conditions of the staff report.

General discussion of the Board and City Staff with clarification of the parking for this site. The Board reviewed the site plan and deemed that the parking may not be sufficient to handle the expansion of the business into the second tenant space having a total of six operators on the site.

Saul Grimes, 32 E. Miller Street, Winter Garden, FL 34787 – owner of the building of the proposed project. Spoke with regard to the property having 13 paved parking spaces currently on the site utilizing the previous residential with the new commercial spaces.

Senior Planner Laura Smith clarified to the Board that the property has six commercial paved spots on the side with one more additional space for handicap parking. The two front driveways are not wide enough to be counted as two parking spaces so they are counted as one each resulting in a total of 8 regular and 1 handicap parking spaces for this site.

Board discussed with City Staff and City Attorney that if the applicant is willing to modify the application to be for half the property as only one tenant space resulting in the use of 3 operators and if the applicant does have a need to grow into the other tenant space it can be brought back before the Board at that time. Mr. Grimes requested clarification on whether or not he was allowed to rent the other tenant space. Senior Planner Smith advised Mr. Grimes that he is allowed to rent the other tenant space as long as it is for a use that is allowed in the C-3 zoning district and that tenant would not have to appear before this Board.

Motion by Eric Weiss to approve the Special Exception Permit for half the property of 32 E. Miller Street –to allow for a hair salon with a 3 operator capacity subject to Staff recommendations to be modified to 3 operators instead of the 6 operators under the summary (Attached Exhibit "B"). Seconded by James Gentry, the motion carried unanimously 7-0.

ANNEXATION, REZONING, FUTURE LAND USE MAP AMENDMENT (Public Hearing)

6. 441 Lakeview Road (Asma, Charles)

Senior Planner Stephen Pash presented a voluntary annexation application for the property located at 441 Lakeview Road. The applicant has requested voluntary annexation with the future land use designation of low density residential and the zoning of R1. City Staff recommends approval of all three ordinances.

Motion by James Dunn to recommend the approval of 441 Lakeview Road – Annexation - Ordinance 12-49, Future Land Use Amendment – Ordinance 12-50, and Rezoning – Ordinance 12-51. Seconded by Kent Horsley, the motion carried unanimously 7-0.

7. 1101 E. Plant Street (City of Winter Garden)

Senior Planner Stephen Pash presented an annexation application for the property located at 1101 E. Plant Street. The City recently acquired this property as part of the Plant Street road widening project to obtain right-of-way. The buildings on the property will be demolished and once the Plant Street road widening project is complete will probably sell the property. By this the City submits the application for annexation, and to apply a land use designation of commercial and a zoning designation of a C-2 district. City Staff recommends approval of all three ordinances.

Motion by Eric Weiss to recommend the approval of 1101 E. Plant Street – Annexation - Ordinance 12-56, Future Land Use Map Amendment – Ordinance 12-57, and Rezoning – Ordinance 12-58. Seconded by Mark Maciel, the motion carried unanimously 7-0.

8. 100 and 200 Avalon Road (City of Winter Garden)

Senior Planner Laura Smith presented a proposal for a future land use map amendment for the 209 acre property commonly known as Tucker Ranch located at 100 and 200 Avalon Road, the southwest corner of the intersection of the Florida Turnpike and Avalon Road. City owned site purchase in January 2011 and annexed into the City in October 2011. City requests a future land use designation of the property from its Orange County designation of Rural Agricultural to the City designation of Conservation. It is the City's intent to develop the property into a City Park with a variety of uses and activities providing a limited access to Johns Lake. Due to the size of the property amending the future land use designation requires review by the Florida Department of Economic Opportunity and other State and Regional Agencies. Upon adoption and the thirty day waiting period it is the City's intent to present a proposal for the rezoning of the property as well. Staff recommends the approval of Ordinance 12-63 and recommend that staff be allowed to transmit the future land use map amendment to the Florida Department of Economic Opportunity for consideration.

Motion by Mark Maciel to recommend the approval of 100 and 200 Avalon Road –Future Land Use Map Amendment – Ordinance 12-63 for transmission to the Florida Department of Economic Opportunity with staff recommendations (Attached Exhibit "C"). Seconded by James Dunn, the motion carried unanimously 7-0.

9. 3017 Daniels Road (Winter Garden Village @ Fowler Groves PCD)

Community Development Director Ed Williams requested this item to be tabled as part of the general statement presented at the beginning of the meeting.

Motion by Kent Horsley to table this item until the next Planning and Zoning Board Meeting on November 26, 2012 at 6:30 pm. Seconded by Eric Weiss, the motion carried unanimously 7-0.

10. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:00 p.m. and scheduled to meet for a revised regular meeting date of November 26, 2012 at 6:30 p.m. in the City Hall Commission Chambers, 300 W. Plant Street.

APPROVED: **ATTEST:**

Chairman James Gentry

Planning Technician Corrina Williams

EXHIBIT "A"

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 • (407) 656-4111

STAFF REPORT

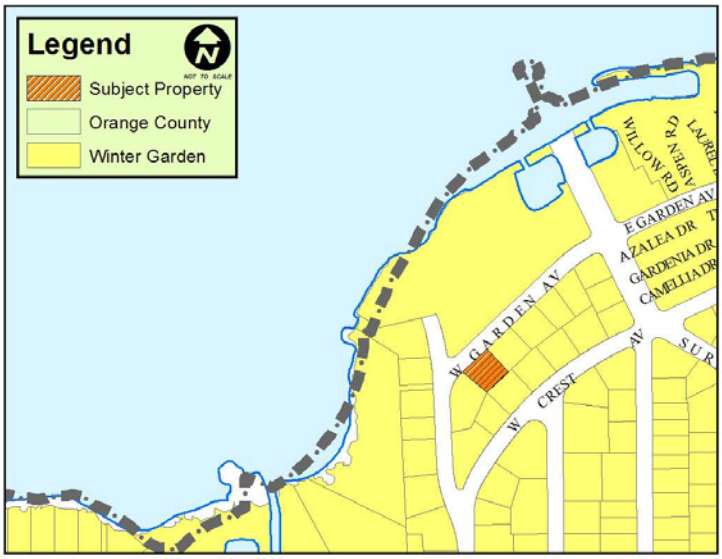
TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, SENIOR PLANNER
DATE: NOVEMBER 5, 2012
SUBJECT: VARIANCE
50 W. Garden Avenue (0.32+/- ACRES)
PARCEL ID # 14-22-27-9392-02-530

APPLICANT: Mark Sansing

INTRODUCTION

The purpose of this report is to evaluate the request for a side yard setback and a rear yard setback variance for property located at 50 W. Garden Avenue in Winter Garden, Florida. The request is for a 7 foot side setback in lieu of the required 10 foot side yard setback and for a 10.8 foot rear yard setback in lieu of the required 24 foot rear yard setback. If approved, this variance will allow an addition to the house that will contain a new dining room and a covered patio.

The subject property, located on W. Garden Avenue is approximately a 0.32± acre lot near the intersection of W. Garden Avenue and N. Lakeview Avenue. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



P&Z : PH12-049

The subject property carries the zoning designation R-1 (Single-Family Residential District) and is designated LR (Low Density Residential) on the Future Land Use Map of the City's Comprehensive Plan.

EXISTING USE

The subject property presently consists of a 2,196 square foot single-family residential home with a screened pool positioned in the same general location as the proposed addition.

ADJACENT LAND USE AND ZONING

The adjacent properties to the south, east and west of the subject property are single-family residential homes, have the zoning designation R-1 (Single-Family Residential District) and the future land use designation of LR (Low Density Residential). The propery to the north is Tanner Auditorium and a City of Winter Garden Park.

The property to the east (40 W. Garden Avenue) was granted several variances in 2007 to build an accessory structure with a 5 foot rear yard setback and a 5 foot side yard setback. The property located at 30 W. Garden Avenue, built in 1946 is constructed with a very mionor (+/- 2 foot) rear yard setback.

PROPOSED USE

The applicant would like to demolish the existing pool and screen room and build an addition to the principal structure in the same general location as the pool. The proposed addition will consist of a new dining room and a covered patio.

CODE REFERENCE

Sec. 118-308 (1) of the City Code of Ordinances addresses minimum yard requirements. This section states in part that the minimum yard requirements in the R-1 Single-Family Residential District are "*front: 30 feet, side: 10 feet each, rear: 20% of depth of lot.*"

The applicant is seeking a variance to the minimum side yard and a variance to the minimum rear yard setbacks to allow the proposed addition to be built with a 7 foot side yard setback and a 10.8 foot rear yard setback. The application for variance does not include any removal of trees on the property.

CODE REQUIREMENTS /CRITERIA

Code Requirements/Criteria:
Section 118-131 of the City Code that relates to the review criteria states that, "A variance may be granted from land development regulations by the planning and zoning board if the planning and zoning board concludes that literal enforcement of the provisions of land development regulations would result in either practical difficulties (for setback and parking provisions) or unnecessary hardships (for all other land development regulations) for the property at issue." The code also lists the following criteria that are to be addressed before a variance can be approved. Underlined text is Staff's comments concerning this particular petition.

(1) *Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;*
The proposed addition located 7 feet from the side property line and 10.8 feet from the rear property line should not negatively impact or interfere with the reasonable enjoyment of adjacent or nearby property owners as the existing pool and screen room are already located 4.2 feet from the side property line and at the same rear yard setback as the proposed addition.

(2) *The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;*
The requested variances allowing a 7 foot side yard setback in lieu of the required 10 foot and a 10.8 foot rear yard setback in lieu of the required 24 foot will allow reasonable use of the property. The request is actually less of an impact than the existing structure. The existing structure is built with a 4.2 foot side yard setback and the proposed setbacks are in character with other structures located in the surrounding area.

(3) *In the context presented, strict compliance with the land development regulation will not further any legitimate city objective or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;*
Strict compliance with the City's land development regulations will not further any legitimate City objective. This request does not encroach into any recorded easement and does not expand the home any futher into the setbacks than the existing structure already sits.

(4) *The granting of the variance is consistent with the city's comprehensive plan; and*
The variance is consistent with the provisions of the City's Comprehensive Plan relating to single family residential neighborhood character.

(5) *The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under these criteria if the variance were denied.*
The variances requested are the minimum variances that will make reasonable use of the land. The existing structure is already located at a side yard setback of 4.2 and a rear yard setback of 10.8 feet. The proposed addition removes the existing pool and screen room and replaces them with a structure that is located at the same rear yard setback, but further from the side yard. Denying this variance does not benefit the property owner or the City.

SUMMARY

City Staff recommends approval of a variance to Sections 118-308(1)b to allow a 7 foot side yard setback in lieu of the required 10 foot side yard setback and a approval of a variance to Section 118-308 (1)c to allow a 10.8 foot rear yard setback in lieu of the required 24 foot rear yard setback for the property to allow for the construction of the proposed addition.

P&Z : PH12-049

NEXT STEP

Apply for the appropriate Building Permits.

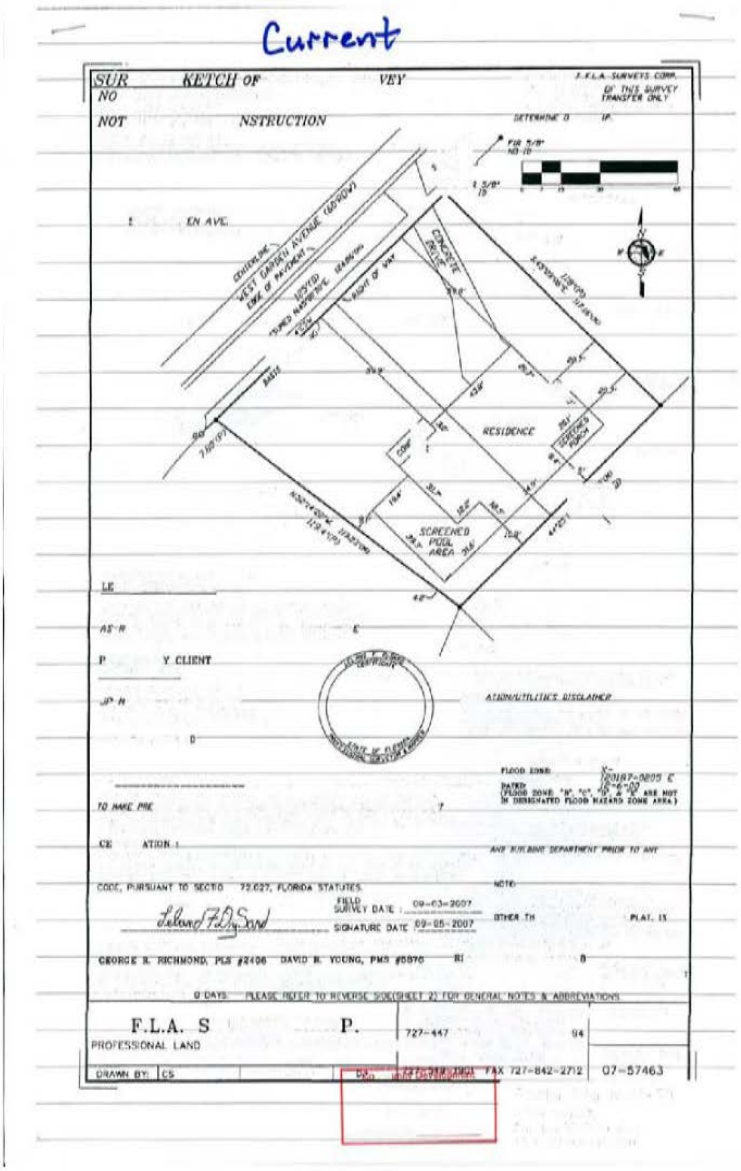
ATTACHMENTS

- Aerial Photos
- Survey
- Site Photos

AERIAL PHOTO
50 W. Garden Aveune

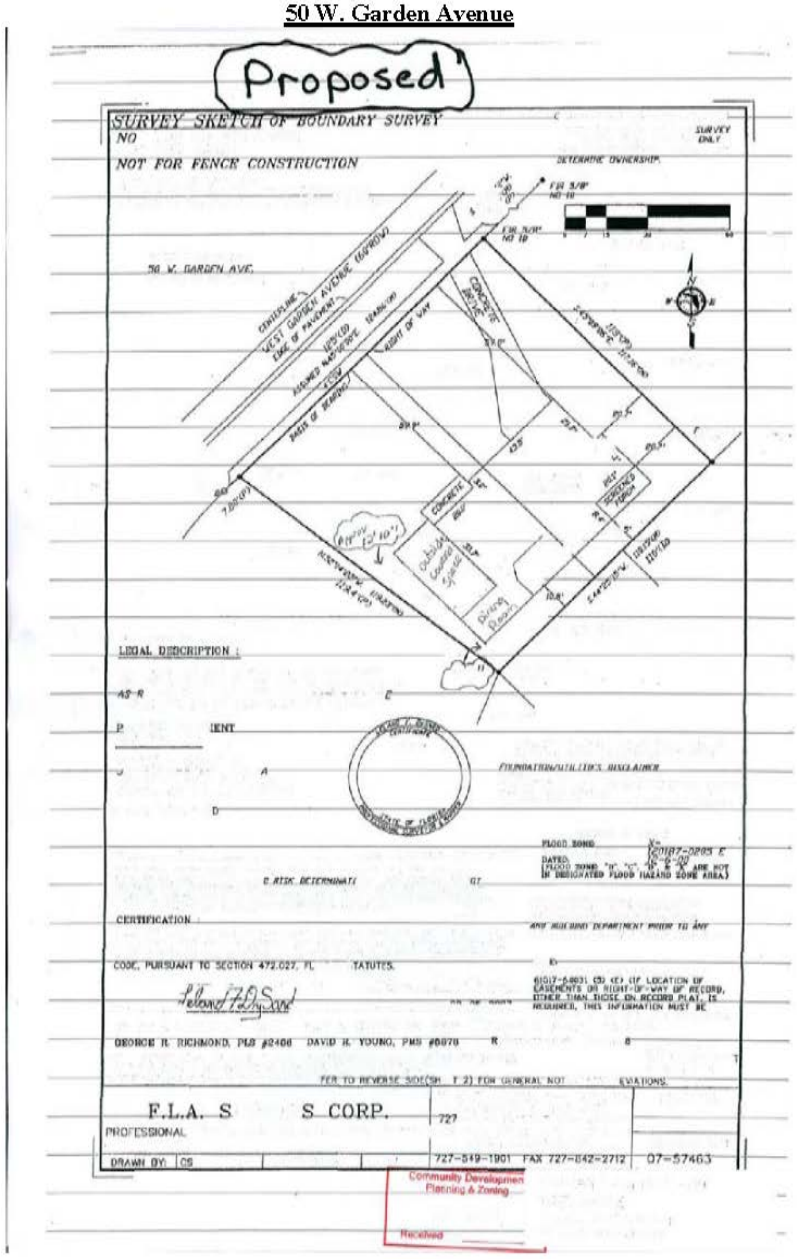
P&Z : PH12-049

SURVEY
<u>50 W. Garden Avenue</u>



P&Z : PH12-049

PROPOSED DEVELOPMENT
50 W. Garden Avenue



P&Z : PH12-049

Site Photos
50 W. Garden Avenue

P&Z : PH12-049

P&Z : PH12-049

END OF STAFF REPORT

P&Z : PH12-049

EXHIBIT "B"

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 • (407) 656-4111

STAFF REPORT

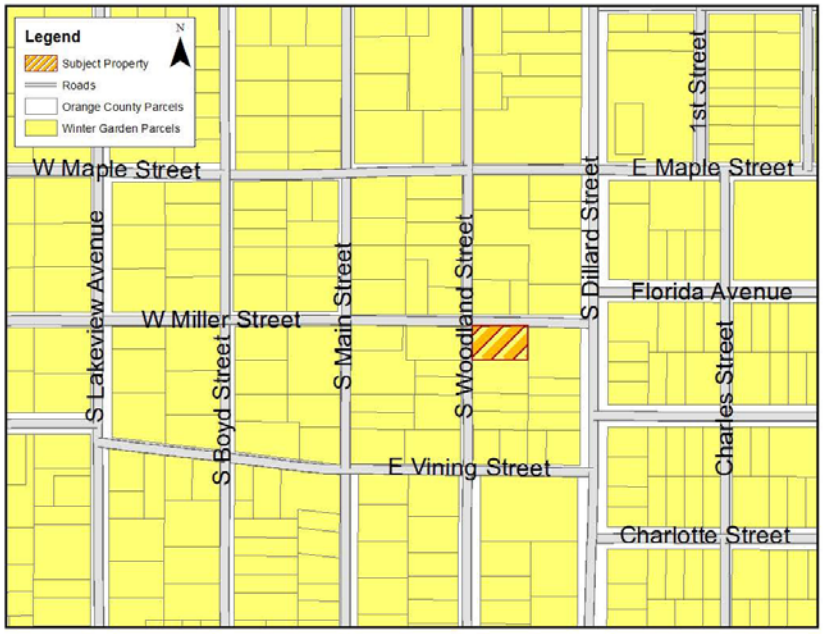
TO: PLANNING AND ZONING BOARD
PREPARED BY: LAURA SMITH, SENIOR PLANNER
DATE: NOVEMBER 1, 2012
SUBJECT: SPECIAL EXCEPTION PERMIT
32 East Miller Street (S & A Commercial LLC.)
PARCEL ID # 23-22-27-8900-01-140

APPLICANT: Alexia Clemens

INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property is generally located 32 East Miller Street. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting a Special Exception to allow for the subject property to be used for the personal service use of a hair salon. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation C-3. The subject property is designated Commercial on the Future Land Use Map of the Comprehensive Plan.

EXISTING USE

The property consists of one 1,472 square foot residential duplex structure which has been recently renovated and the site redeveloped for professional office use. The building is now divided into 2 tenant spaces and the site contains a total of 8 standard parking spaces and one handicapped parking space.

ADJACENT LAND USE AND ZONING

The properties located to the north of the subject property are both single family residential structures zoned R-2 within the City of Winter Garden. The property located to the east of the subject property is another commercial property that is owned and occupied by a Church and is zoned C-3 within the City of Winter Garden. The property located to the west of the subject property is a single family residential structure which is zoned R-2 within the City of Winter Garden. The property located to the south is a residential duplex zoned R-2 in the City of Winter Garden.

PROPOSED USE

The applicant proposes to open a hair salon in one of the two tenant spaces located at 32 East Miller Street for up to 3 operators with potential expansion into the other tenant space for an additional 3 operators.

SUMMARY

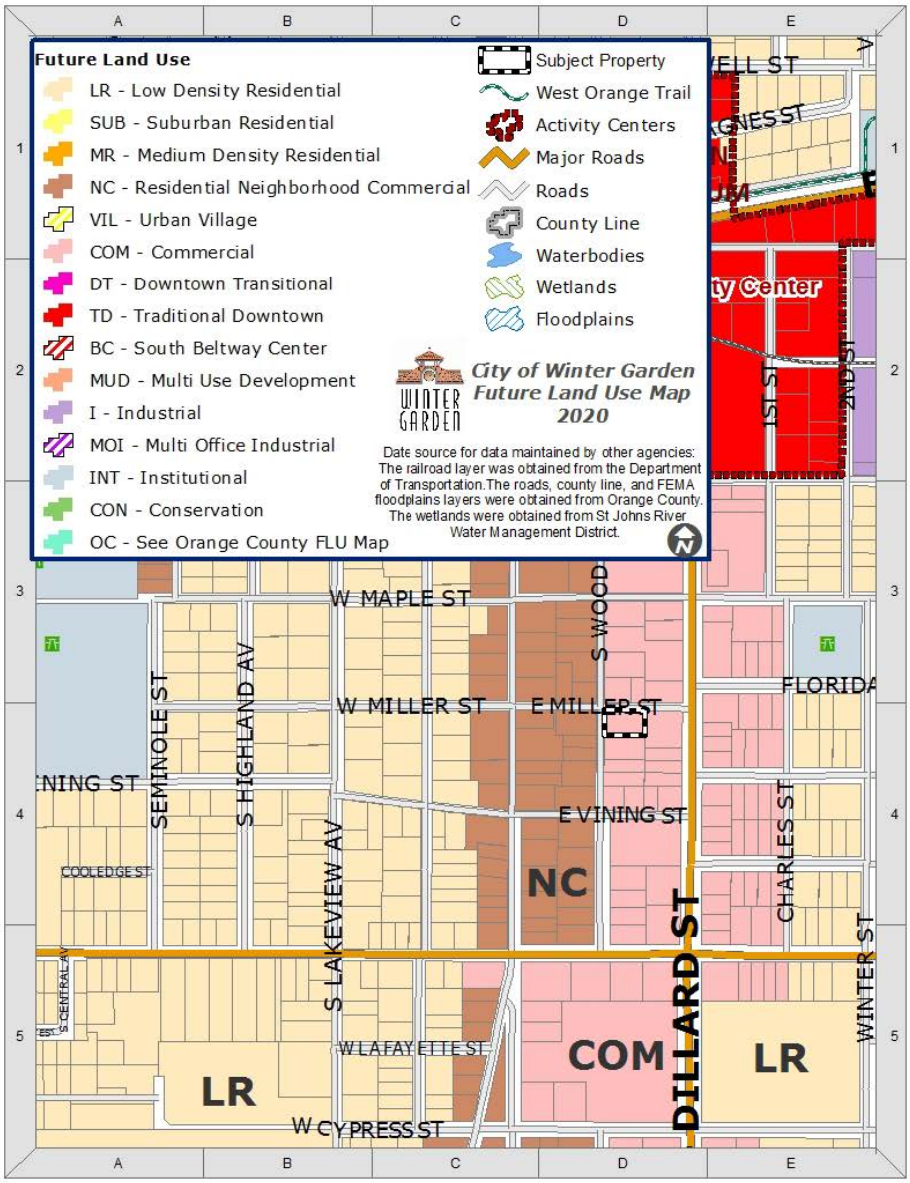
City Staff recommends approval of the proposed use subject to the following conditions.

- The personal service uses permitted at the subject property are limited to those uses which are classified as one of the following: Barber Shop, Beauty Shop, Hair Salon and/or Health Spa.
- The maximum number of state licensed operators and/or service providers shall be limited to 3 ~~per individual~~ within the tenant space.~~, and shall not exceed 6 such operators if both tenant spaces are occupied by the same business.~~
- All necessary permits must be obtained prior to beginning any construction on or alterations to the site and/or facility.

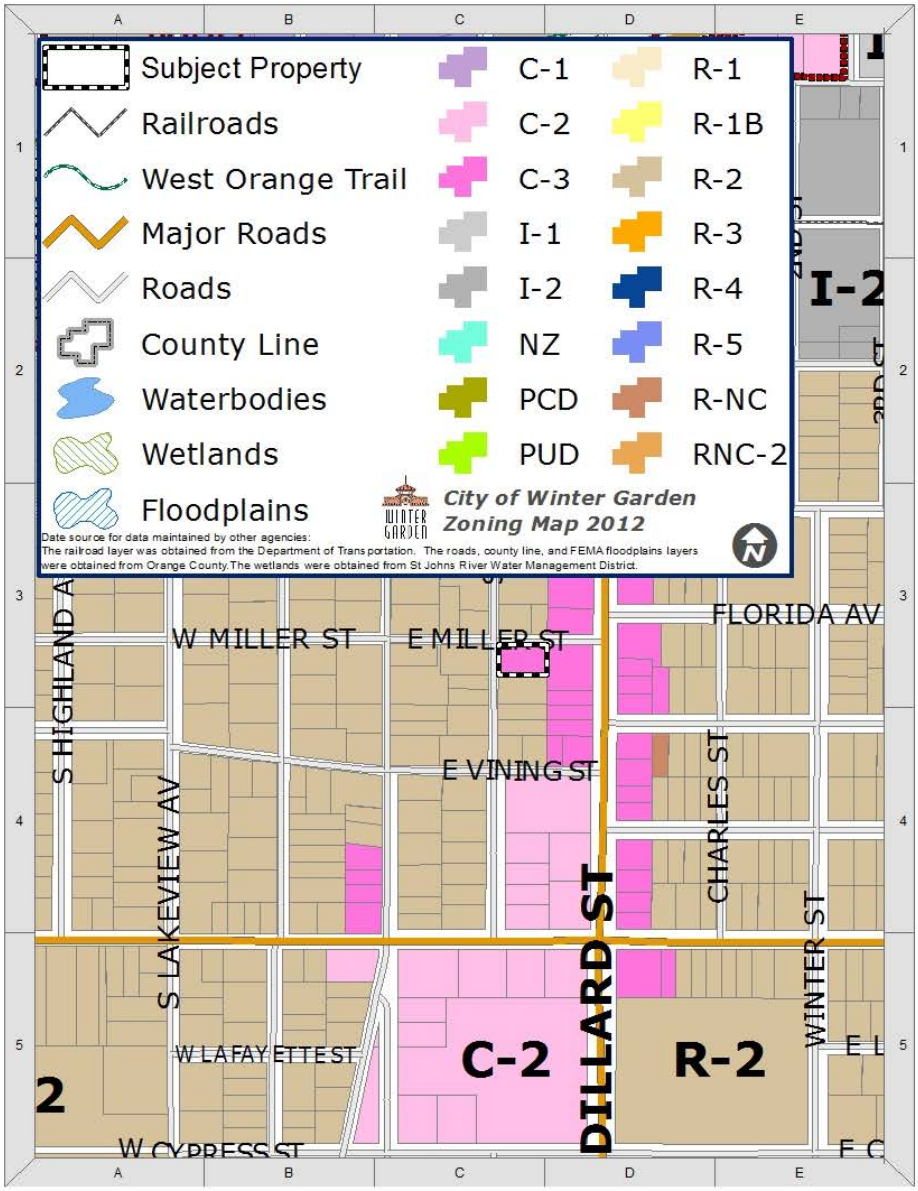
MAPS/EXHIBITS

AERIAL PHOTO
32 East Miller Street

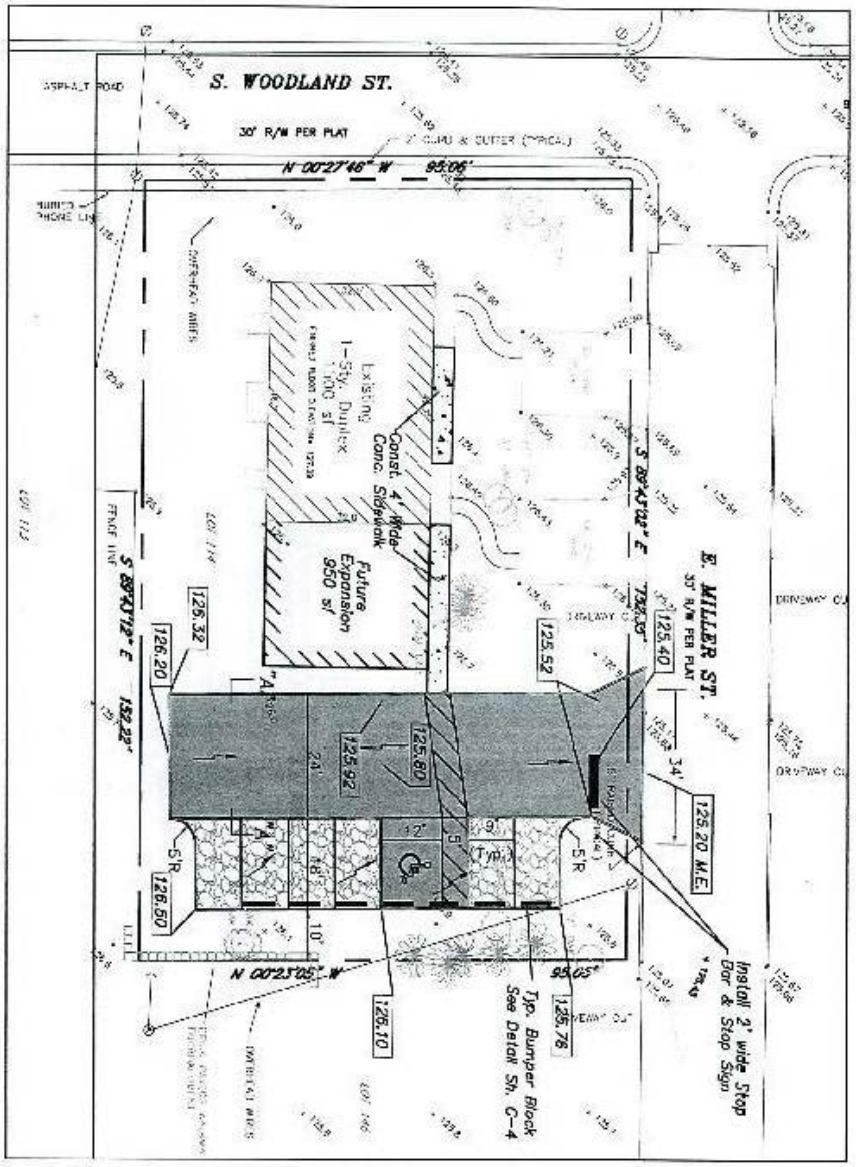
Future Land Use Map
32 East Miller Street



Zoning Map
32 East Miller Street



Site Plan
32 East Miller Steet



END OF STAFF REPORT

EXHIBIT "C"

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 • (407) 656-4111

STAFF REPORT

TO: PLANNING AND ZONING BOARD

PREPARED BY: LAURA SMITH, SENIOR PLANNER

DATE: NOVEMBER 1, 2012

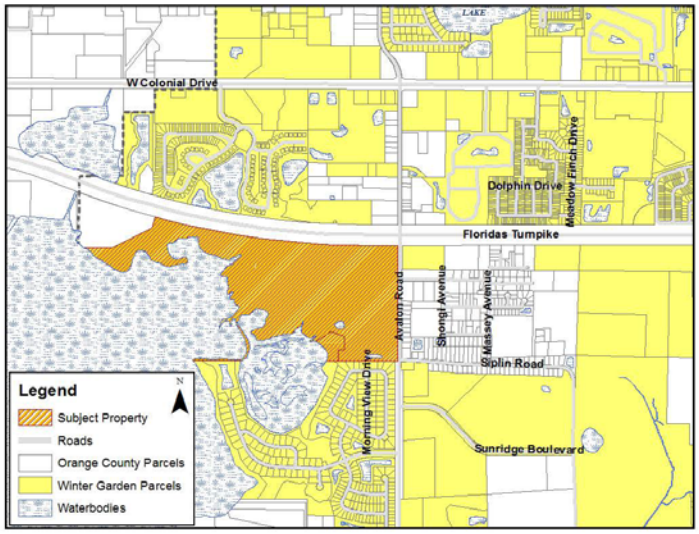
SUBJECT: FUTURE LAND USE MAP AMENDMENT
TUCKER RANCH PROPERTY (209 +/- ACRES)
Parcel ID # 28-22-27-0000-00-010
Parcel ID # 28-22-27-0000-00-035

APPLICANT: CITY OF WINTER GARDEN

INTRODUCTION

The purpose of this report is to evaluate the proposed future land use map amendment for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property is located on the west side of Avalon Road and south of the Florida Turnpike and is approximately 209 +/- acres. The City purchased the property in January 2011 and was annexed into the City in October 2011. The map below depicts the location of the Tucker Ranch property within the City's jurisdictional limits:



As owner of the Tucker Ranch property, the City has annexed the land onto the City and now requests to amend the future land use designation of the property from Orange County Rural/Agricultural to City Conservation. At this time the property is not being considered for rezoning, however upon completion of the future land use map amendment for the Tucker Ranch property City staff will proceed with the rezoning process to ensure that all City laws and regulations apply to the land.

The City's Comprehensive Plan policy for the future land use designation of Conservation states:

> **Policy 1-1.2.11:** Conservation. Properties designated with the Conservation land use category are required to be developed at a floor area ratio not greater than 0.2. Property assigned the Conservation land use designation shall be lands that are natural resources. It is the intent of this land use designation to provide for the long term protection and preservation of environmentally sensitive natural resources systems. Development shall be limited to passive recreation facilities such as boardwalk or conservation related facilities such monitoring facilities or educational trails. The developer of land adjacent to areas designated with the Conservation land use shall bear the burden of proof in determining that proposed development will not adversely impact conservation resources. The zoning classifications that is consistent with the Conservation classification is CON and INT.

EXISTING USE

The property is substantially vacant except for the single family residence that is located on the southernly portion of the land. The property was formerly used for a variety of agricultural and recreational uses. Most recently, the southeastern area of the site had a cattle ranch on approximately thirty (30) acres.

ADJACENT LAND USE AND ZONING

To the north of the property is the Florida Turnpike. To the south is the Johns Lake Pointe subdivision, which is acitvely being developed with single family residential homes under PUD Zoning. To the east is the Tildenville neighborhood that is located in unincorporated Orange County. To the west of the propery is Johns Lake, of which a portion is part of the City's land. The surrounding zoning consists of PUD to the south and the Tildenville neighborhood to the east which is located in unincorporated Orange County and primarily zoned R-2 with some properties zoned R-3.

PROPOSED USE

The City purchased the property for a future park with the intent to create a unique nature park with a variety of passive recreational uses and activities, as well as, provide limited access to the lake. Also, the City is in the process of using a portion of the property for sustainable farming.

PUBLIC FACILITY ANALYSIS

The property's primary point of transportation access is from Avalon Road (County Road 545). The existing property access is along the southern edge of the property.

The City will provide water and sewer service to the property. The City has facilities adjacent to the property on the south side along Avalon Road (CR545). The City will provide utilities for the park office with the development of the property. The existing house currently utilizes a well and septic system.

The City will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents including building permits. The property will be served by both Orange County Fire and Rescue and the City Fire Department under the First Response system.

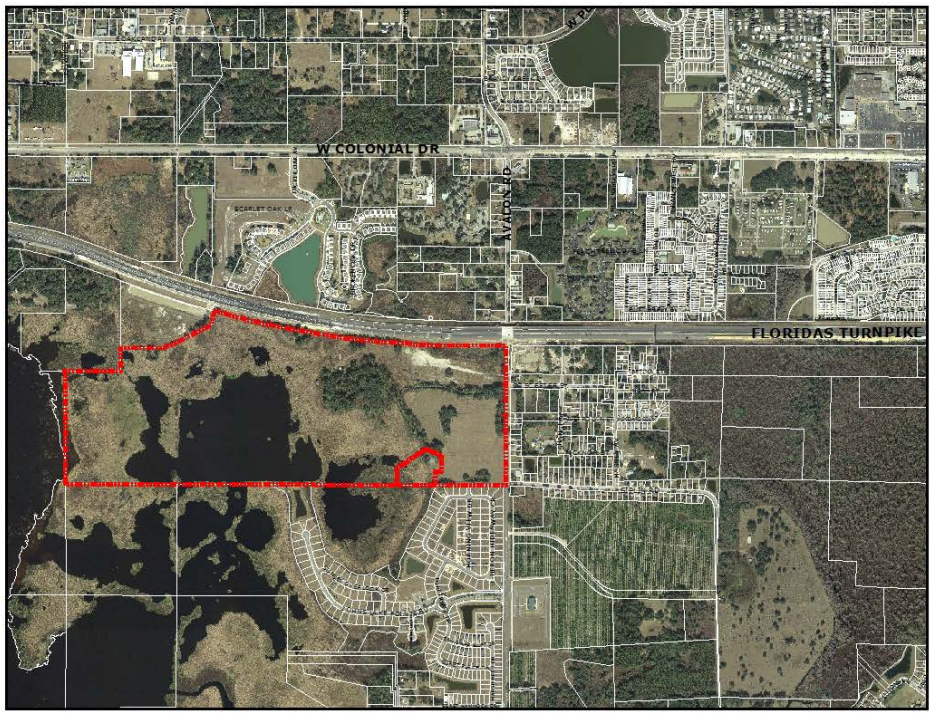
SUMMARY

The City Planning Department has reviewed the proposed ordinance and recommends approval.

MAPS

AERIAL PHOTO

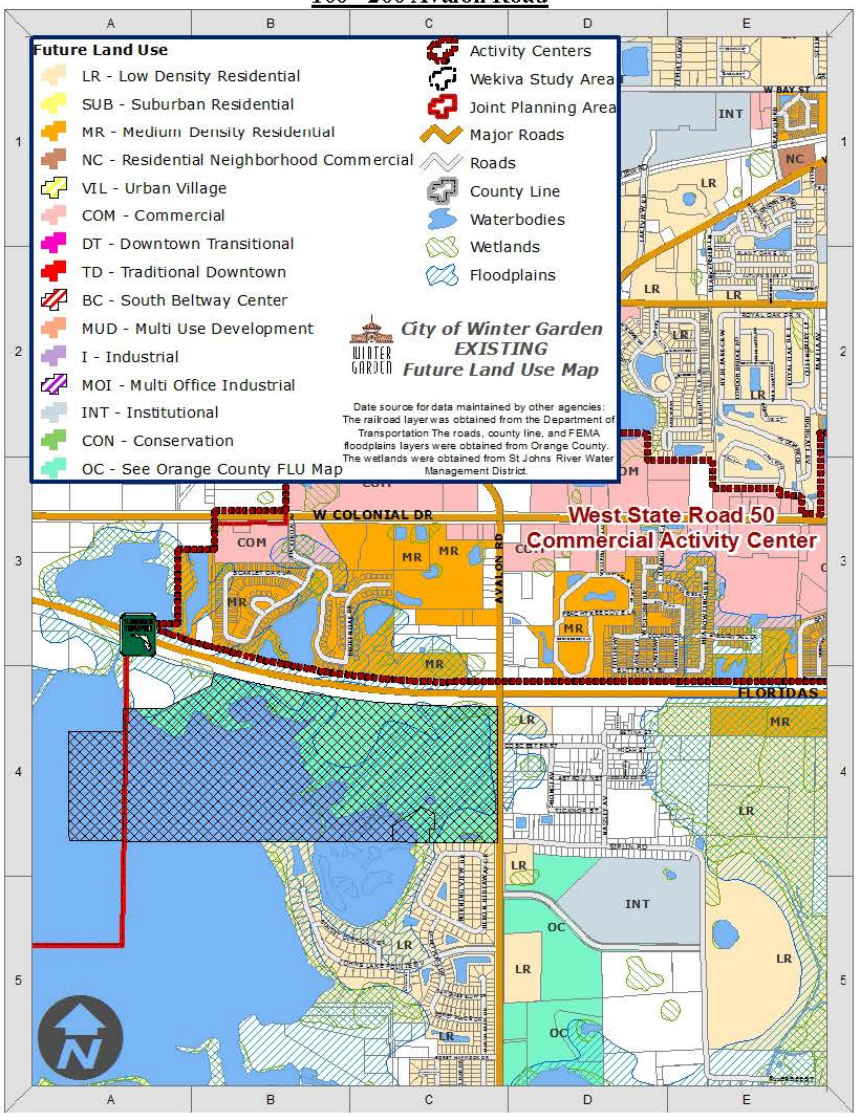
100 - 200 Avalon Road



WINTER GARDEN
FUTURE LAND USE MAP

EXISTING

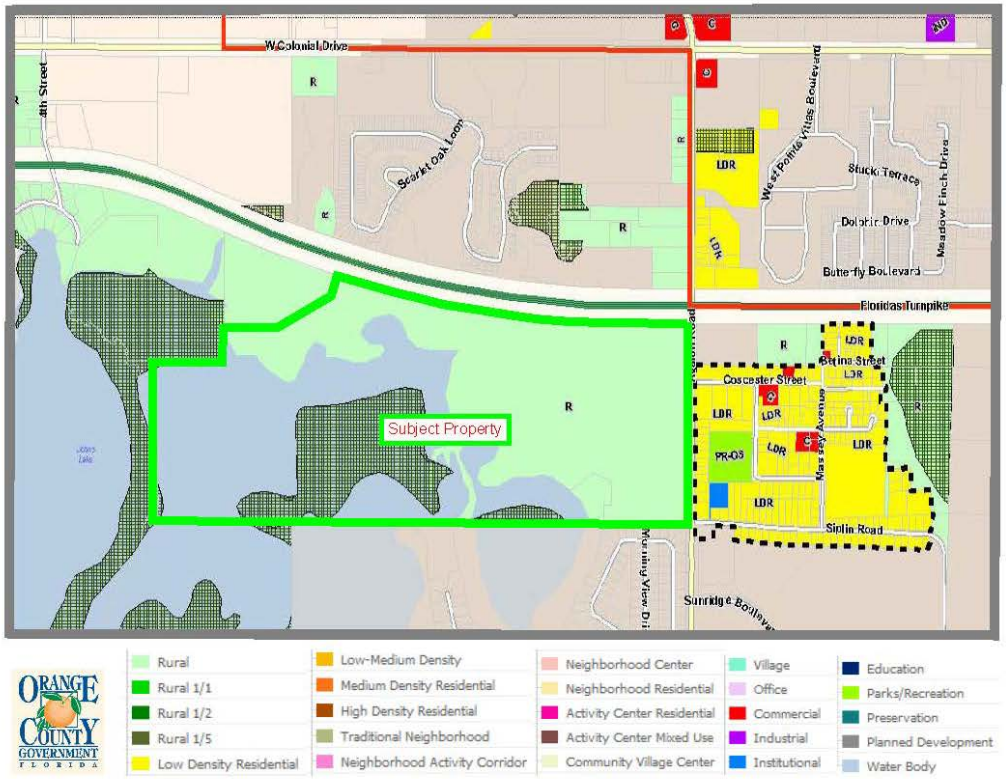
100 - 200 Avalon Road



ORANGE COUNTY
FUTURE LAND USE MAP

EXISTING

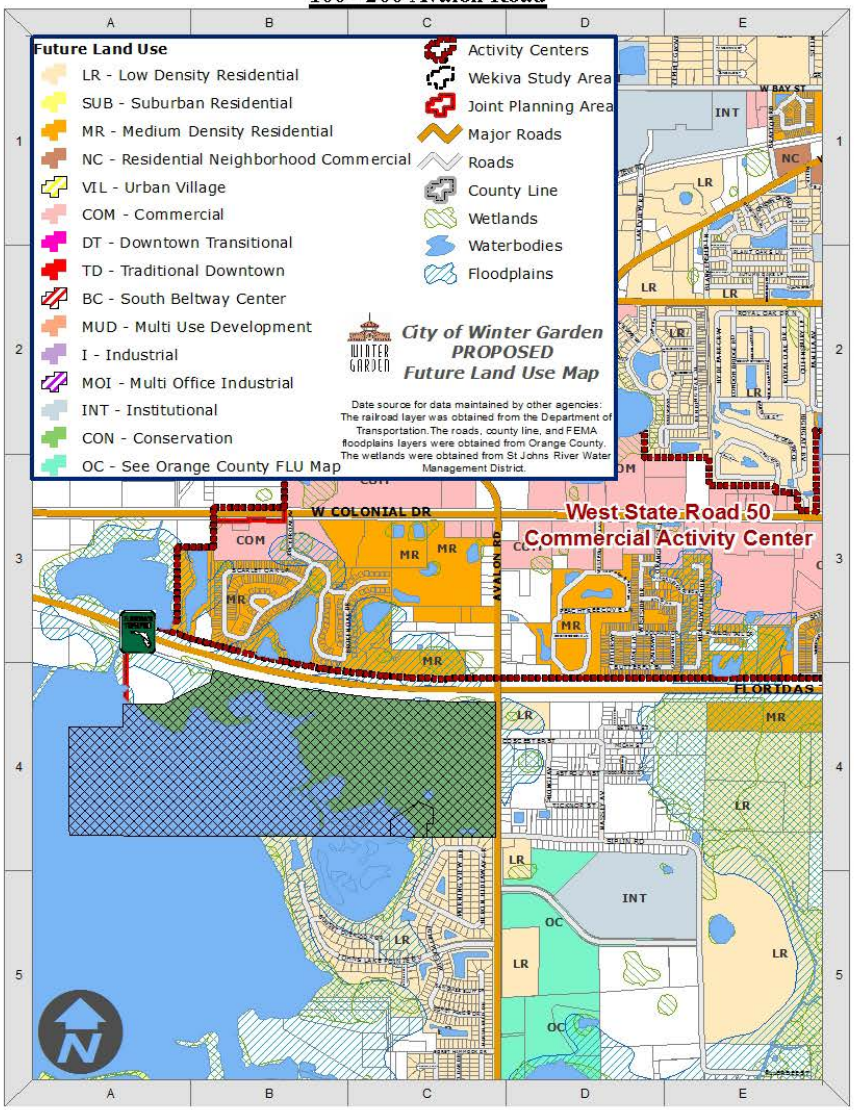
100 - 200 Avalon Road



WINTER GARDEN
FUTURE LAND USE MAP

PROPOSED

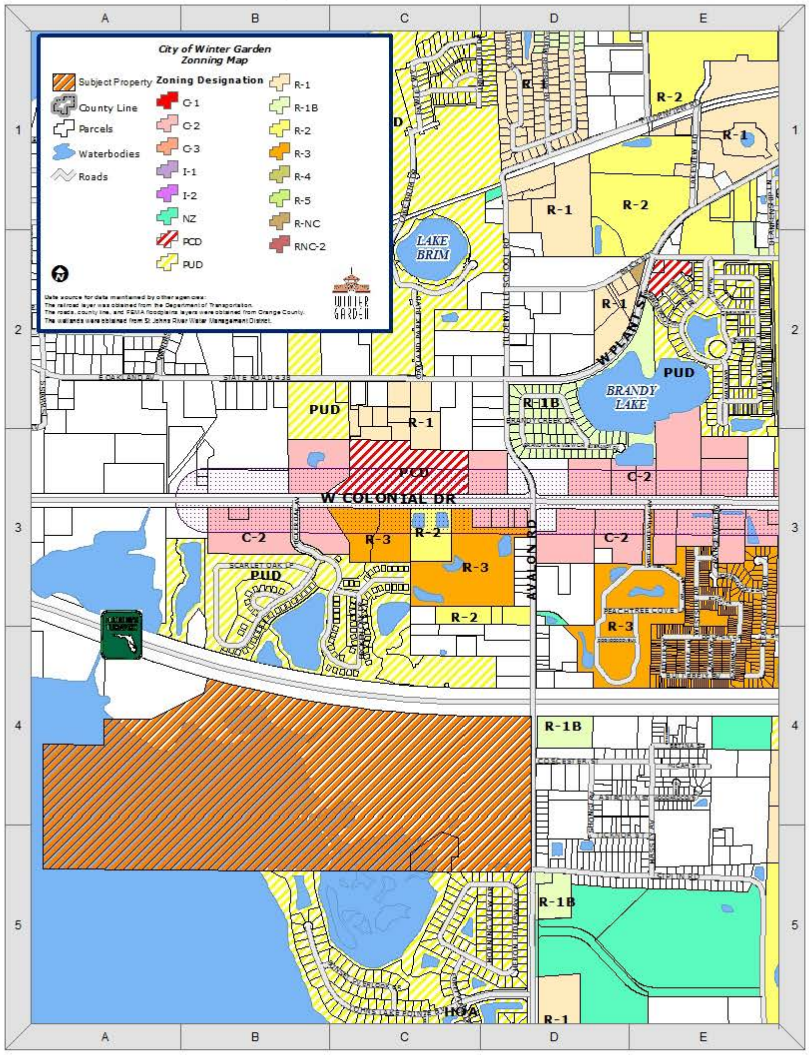
100 - 200 Avalon Road



WINTER GARDEN
ZONING MAP

CURRENT

100 - 200 Avalon Road



END OF STAFF REPORT

THE CITY OF WINTER GARDEN

PLANNING AND ZONING BOARD AGENDA ITEM

ITEM # 4 (Public Hearing)

Date: November 21, 2012 **Meeting date:** November 26, 2012

Subject: Ordinance 12-69

Issue: Amending Section 118-1064 in Division 4 of Article V of Chapter 118 of the Winter Garden Code of Ordinances.

Summary:

On November 9, 2012, the State of Florida Department of Economic Opportunity ("DEO") issued a determination (DEO-12-139) finding a substantial majority of the City's land development regulations adopted by Ordinance 12-24 governing Urban Village Planned Unit Developments to be consistent with the City of Winter Garden Comprehensive Plan; however DEO determined that portions of subsections (a) & (h) of Section 118-1064 are inconsistent with the Comprehensive Plan. The City disagrees and disputes DEO's inconsistency determination concerning subsections (a) & (h) of Section 118-1064; however, in order to avoid the expense of an administrative proceeding over a disputed issue of likely inconsequential concern and application, the City desires to resolve the matter by amending the code to delete portions of the code that DEO found at issue;

Staff recommendation(s):

Staff recommends approval of ordinance 12-69 amending Section 118-1064 of the City Code of Ordinances.

Next step(s):

A public hearing for the first reading of Ordinance 12-69 is scheduled for the City Commission on Tuesday, December 4, 2012.

Attachment(s):

Ordinance 12-69

ORDINANCE 12-69

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 118-1064 IN DIVISION 4 OF ARTICLE V OF CHAPTER 118 OF THE WINTER GARDEN CODE OF ORDINANCES TO REMOVE LANGUAGE CONCERNING URBAN VILLAGE PLANNED UNIT DEVELOPMENTS WHICH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY DETERMINED TO BE INCONSISTENT WITH THE CITY OF WINTER GARDEN COMPREHENSIVE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONTROL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Garden has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes;

WHEREAS, the Zoning Ordinance as set forth in the Land Development Regulations of the City of Winter Garden Code of Ordinances must be consistent with the provisions of the City of Winter Garden Comprehensive Plan by furthering and moving the City in the direction of accomplishing the objectives, goals and policies of the Comprehensive Plan; and

WHEREAS, on November 9, 2012, the State of Florida Department of Economic Opportunity ("DEO") issued a determination (DEO-12-139) finding a substantial majority of the City's land development regulations adopted by Ordinance 12-24 governing Urban Village Planned Unit Developments to be consistent with the City of Winter Garden Comprehensive Plan; however DEO determined that portions of subsections (a) & (h) of Section 118-1064 are inconsistent with the Comprehensive Plan; and

WHEREAS, the City disagrees and disputes DEO's inconsistency determination concerning subsections (a) & (h) of Section 118-1064; however, in order to avoid the expense of an administrative proceeding over a disputed issue of likely inconsequential concern and application, the City desires to resolve the matter by amending the code to delete portions of the code that DEO found at issue; and

WHEREAS, after public notice and due consideration of public comment given at advertised public hearings, the City Commission has determined the hereafter described amendments to Chapter 118, Article V, Division 4, Section 118-1064 of the City of Winter Garden Code of Ordinances are warranted to ensure consistency with the City of Winter Garden Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AS FOLLOWS:

SECTION 1. That Chapter 118, Article V, Division 4, Section 118-1064 of the City of Winter Garden Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Section 118-1064. – General Requirements.

(a) The urban village planned unit development shall be located in the urban village future land use designation as defined in the city's comprehensive plan~~, or in such other areas as determined by city commission~~.

(b) All development proposals within an urban village planned unit development shall, as determined by the city commission, be consistent with the requirements and/or guidelines of the Sixth Amendment to the Restated Interlocal Agreement for Joint Planning Area between Orange County and the City of Winter Garden (Dated January 24, 2007) as approved by the city commission, as such may be amended from time to time.

(c) All development within the urban village planned unit development shall comply with the Wekiva Parkway and Protection Act, and shall meet or exceed the standards of the resource protection overlay as established by the city's comprehensive plan. In the event of a conflict or conflicts between the urban village planned unit development zoning district and the resource protection overlay, the resource protection overlay shall control to the extent such conflict exists.

(d) Maximum density in the urban village planned unit development for any neighborhood shall be four dwelling units per gross acre except in the village center where the density may be up to 12 dwelling units per gross acre. However, certain neighborhoods may use residential clustering while maintaining the overall maximum density for the neighborhood. Maximum intensity for nonresidential development is 0.3 floor area ratio.

(e) Stormwater facilities within the urban village residential planned unit development shall generally be designed as amenities and low impact design (LID) techniques will be used where practical.

(f) New development shall connect to city utilities, potable water, sanitary sewer, and reclaimed water when available.

(g) Residential and nonresidential uses are allowed in the village center and may occupy the same building where nonresidential occupies the first floor with residential on the upper floors.

(h) Accessory dwelling units, not to exceed 850 square feet, above garages shall be allowed for a maximum of 50 percent of the residential units in the urban village planned unit development. ~~These additional accessory units shall not be counted towards the density.~~

SECTION 3. CONTROL. In the event of a conflict or conflicts between this Ordinance and other

Ordinances, this Ordinance shall control to the extent such conflict exists.

SECTION 4. SEVERABILITY. If any portion of this Ordinance is determined to be void, unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

SECTION 5. CODIFICATION. This Ordinance shall be codified and made a part of the City of Winter Garden Code of Ordinances; the Sections of this Ordinance may be renumbered or relettered to accomplish such intention; and the word *"Ordinance"* may be changed to *"Section"*, *"Article"*, or other appropriate word.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective upon approval of the City Commission at its second reading.

READ FIRST TIME AND PUBLIC HEARING HELD: _____, 2012.

READ SECOND TIME AND PUBLIC HEARING HELD: _____, 2012.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

THE CITY OF WINTER GARDEN

PLANNING AND ZONING BOARD AGENDA ITEM

ITEM # 5 (Public Hearing)

DATE: November 21, 2012 **MEETING DATE:** November 26, 2012

SUBJECT: 446 N Dillard Street (LOT SPLIT)
PROJECT NAME Winter Garden Medical Arts Building, Inc.
PARCEL ID# 14-22-27-9388-02-010

ISSUE: The applicant is requesting a Lot Split of the property located at 446 N Dillard Street.

SUPPLEMENTAL MATERIAL/ANALYSIS:

OWNER/APPLICANT: Winter Garden Medical Arts Building, Inc. / M. Wade Bradford

CURRENT ZONING: C-3 Professional Office District

PROPOSED ZONING: N/A

CURRENT FLU: Commercial

PROPOSED FLU: N/A

SUMMARY:

Applicant requests a lot split of the property located at 446 N Dillard Street to create two new parcels, Parcel "A" measuring 128.5' x 100' and Parcel "B" measuring 71.5' x 140'.

STAFF RECOMMENDATION(S):

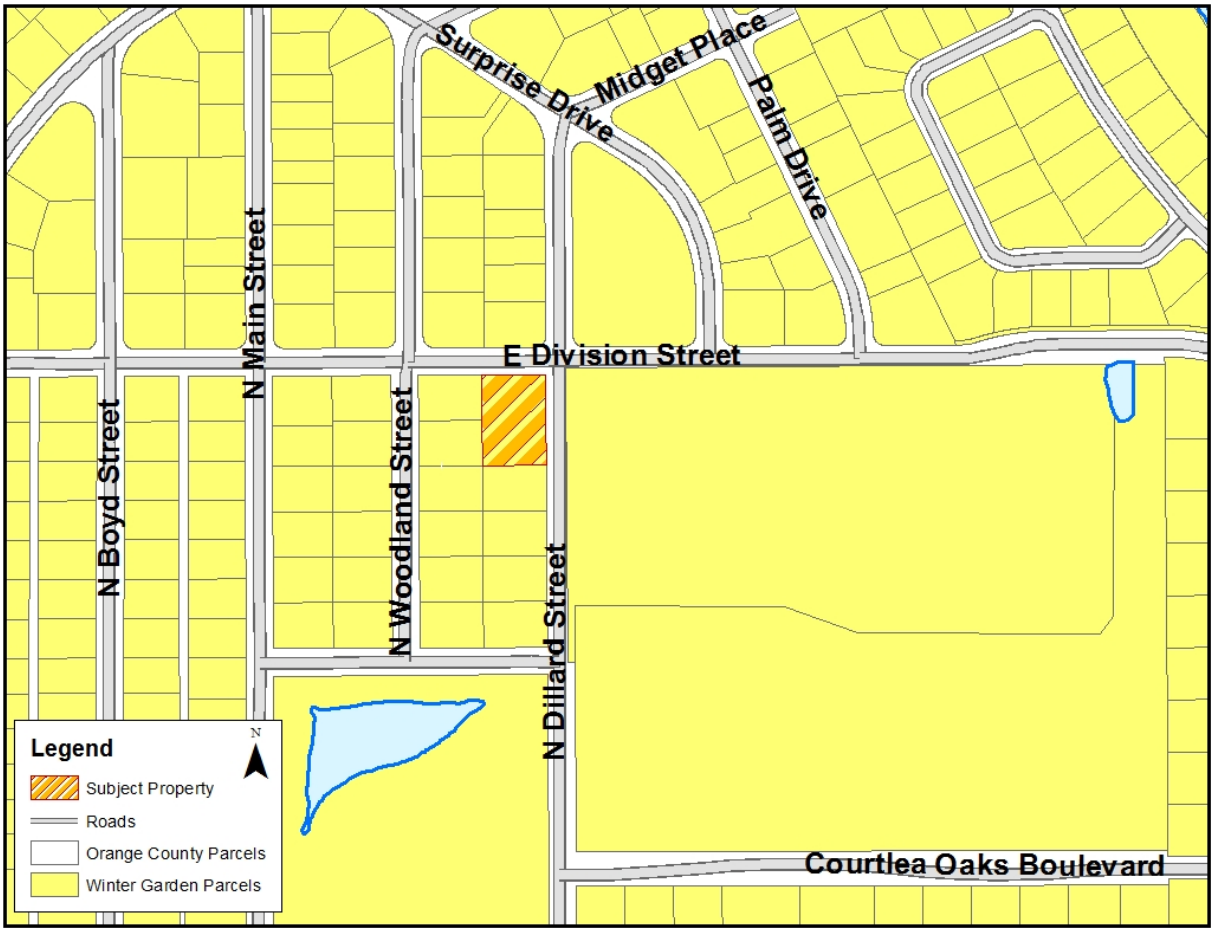
Staff recommends approval of the requested lot split subject to the conditions contained in the attached Staff Report.

ATTACHMENT(S):

Location Map
Staff Report

LOCATION MAP

446 N Dillard Street
Parcel ID # 14-22-27-9388-02-010



CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 ● (407) 656-4111

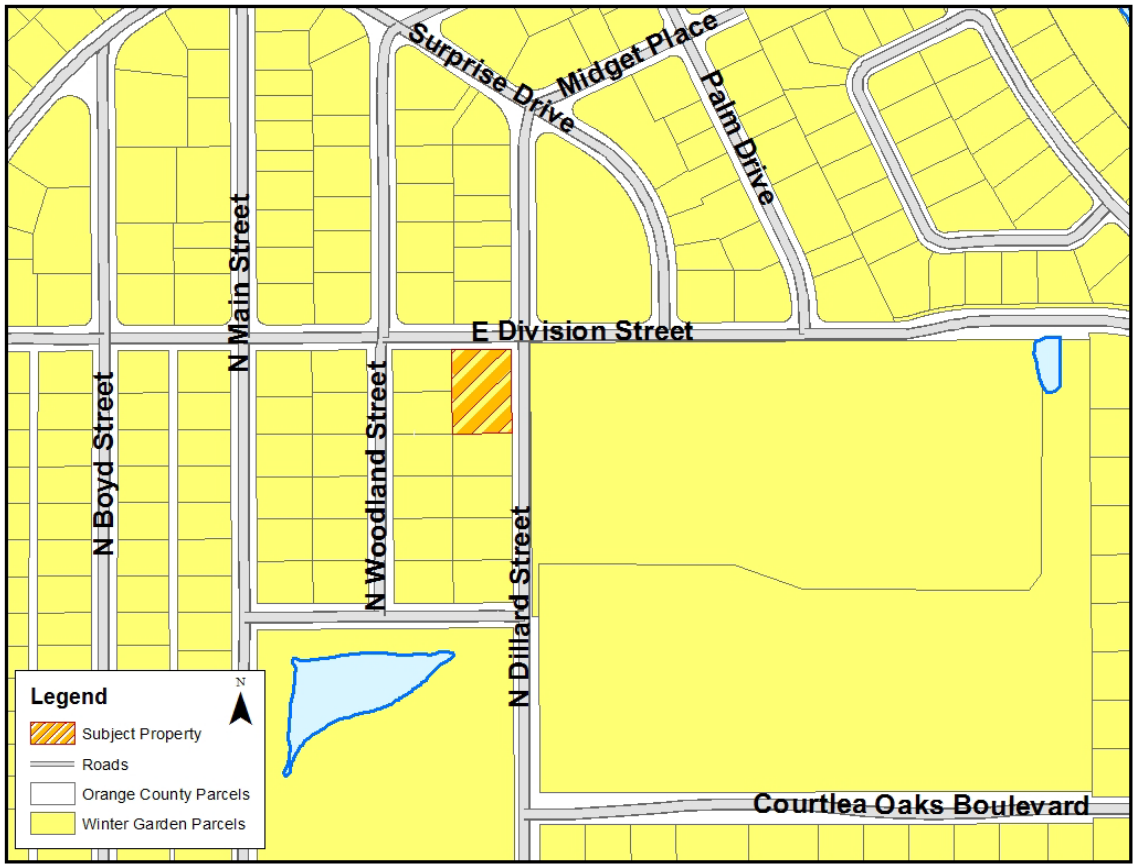
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: LAURA SMITH, SENIOR PLANNER
DATE: NOVEMBER 21, 2012
SUBJECT: LOT SPLIT
446 N DILLARD STREET (Winter Garden Medical Arts Building, Inc.)
PARCEL ID # 14-22-27-9388-02-010

APPLICANT: M. Wade Bradford

INTRODUCTION

The purpose of this report is to evaluate the proposed lot split for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan. The subject property is located at 446 N Dillard Street. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



CURRENT USE AND ZONING

The subject property is zoned C-3 and is designated Commercial on the Future Land Use Map of the City of Winter Garden's Comprehensive Plan. The subject property contains 4 structures:

- 2,212 square feet, 734 square feet & 1,355 square feet (located on proposed Parcel "A")
- 3,554 square feet (located on proposed Parcel "B")

CODE REFERENCE

Sec. 110-96. Proposed subdivision of existing lot.

(a) Whenever a proposed subdivision is a proposal for the division of a single existing lot into two lots, in lieu of complying with division 3 of this article, the subdivider may conform to the procedural requirements set out in this division or he may comply with the procedure for subdivision or resubdivision contained in this chapter at the applicant's option. This procedure shall not apply to a subdivision into more than two lots or additional lot splits on contiguous land or within the same existing subdivision. The intention being that this procedure may only be used once as it pertains to all or any portion of the lands involved in or previously utilizing or subject to this procedure.

(b) A subdivider shall apply to the city manager on an application form, promulgated by the director of planning, for the subdivision of a single existing lot into two lots, stating the subdivider's plans for development with the following minimum criteria:

(1) A sketch showing the lot size, location of proposed buildings, location of easements, names of bordering streets, building setbacks, names and locations of all bodies of water, marshlands, drain fields, and all other waterways and watercourses abutting or encroaching upon subject property. This sketch must also show existing buildings and lot dimensions.

(2) A brief description of all utilities and city services, including sewers, potable water facilities, and fire hydrants electric and telephone poles, streetlights, storm drains and any other utilities or services relevant to the maintenance of subject properties.

(3) A listing of the names and addresses of the record owners abutting subject property.

(4) A boundary survey of the lands subject to this procedure, as existing (i.e., prior to the proposed lot split) and as proposed (i.e., after the proposed lot split), performed and prepared under the responsible direction and supervision of a professional surveyor and mapper shall be certified to and submitted to the city. Said surveys shall include the depiction of existing improvements thereon.

(c) Lot split procedure. Once the application is determined to be complete, the city staff shall review the request for compliance with the code (e.g. compliance with lot dimensions requirements, setbacks for existing buildings etc.).

Upon review by the city staff, with or without conditions or restrictions, the application, together with the recommendations, conditions and restrictions, shall be presented to the planning and

zoning board at its next regular meeting or session, following action by the city staff, for approval or disapproval. The planning and zoning board may take the following actions:

(1) Approve the application as recommended by the city staff.

(2) Approve the application, deleting or supplementing the conditions and restrictions of the city staff.

(3) Approve the application, adding conditions and restrictions as determined by the planning and zoning board.

(4) Disapprove the application.

The planning and zoning board shall have the option to take such action as it deems necessary and proper upon one hearing.

SUMMARY

The proposed lot split will create two new parcels, Parcel "B" measuring 71.5' x 140' and Parcel "A" measuring 128.5' x 100'. The proposed lot split will create one parcel (Parcel "A") which is fully conforming to City Code requirements, and another (Parcel "B") which does not meet the minimum width requirement but does comply with all other lot size requirements. The existing parcel contains 4 commercial structures, which due to their location on the property prevent the lot from being split in a way that would comply with the minimum lot width requirements of the City Code for the C-3 zoning district.

STAFF RECOMMENDATION

Staff recommends approval of the requested lot split with the following condition(s):

1. A fully executed Driveway and Parking Agreement, in the form reviewed by the City, shall be recorded in the Orange County Public Records at the applicant's expense immediately upon lot split approval. The applicant shall provide to the City evidence of satisfaction of such condition within twenty (20) days from lot split approval.

NEXT STEP

If Planning and Zoning Board approves, file with the Orange County Property Appraiser's Office and Office of Public Records.

EXHIBITS

EXHIBIT "A"
BOUNDARY SURVEY
446 N Dillard Street

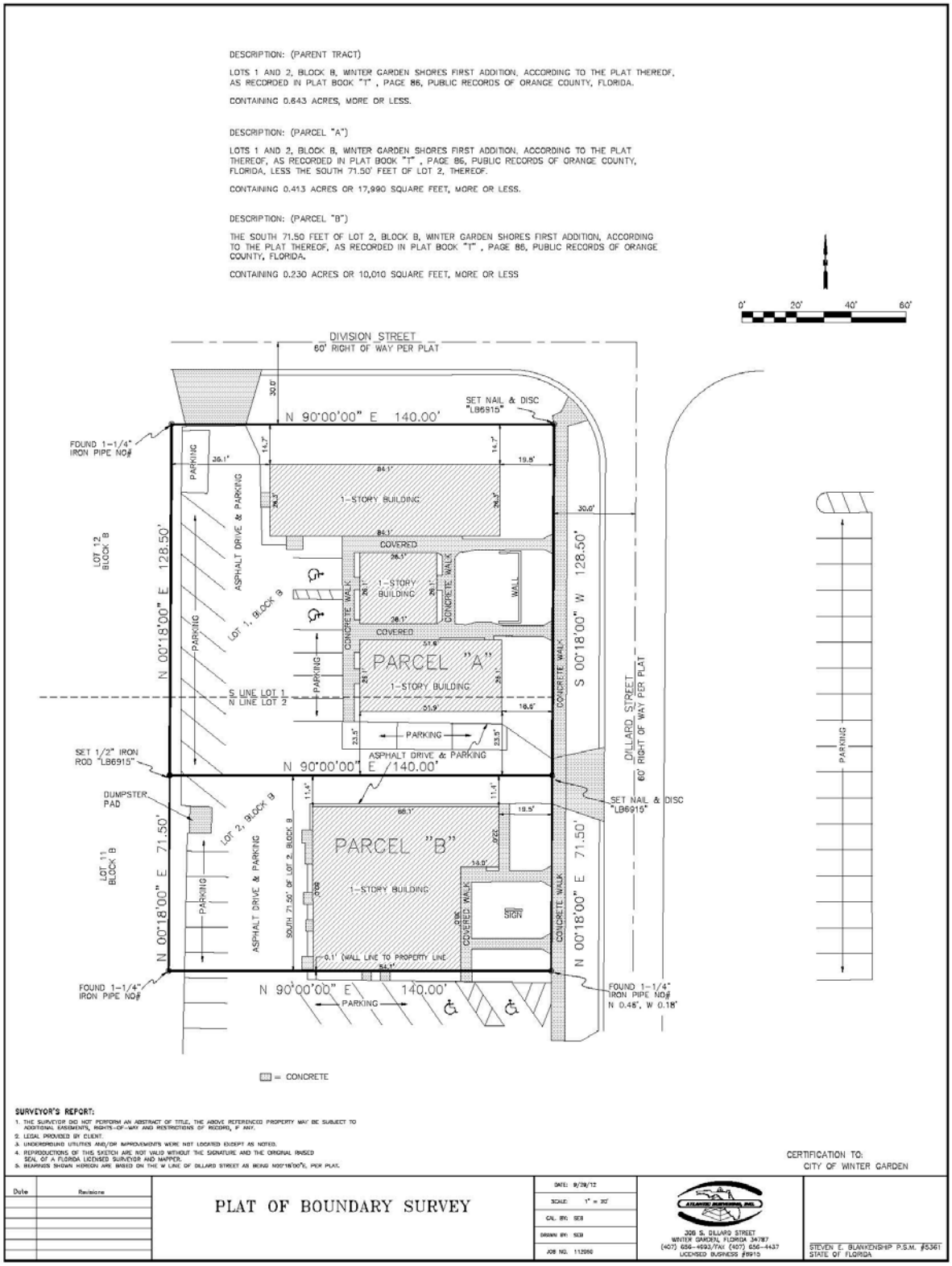
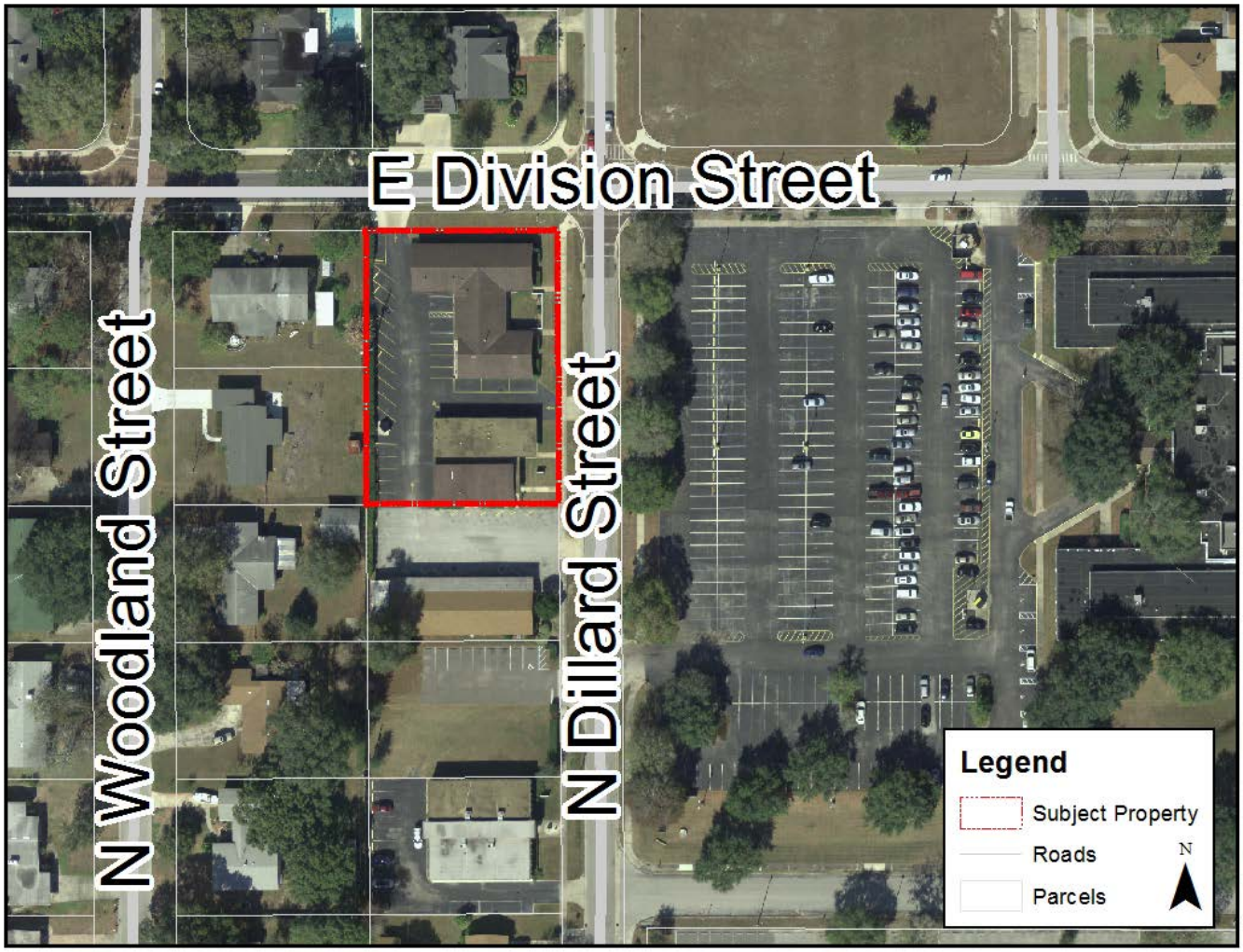


EXHIBIT "B"
AERIAL PHOTO
446 N Dillard Street



END OF STAFF REPORT

THE CITY OF WINTER GARDEN

PLANNING AND ZONING BOARD AGENDA ITEM

ITEM # 6 (Public Hearing)

DATE: November 21, 2012 **MEETING DATE:** November 26, 2012

SUBJECT: Covington Chase Phase 2B (FINAL PLAT)
PROJECT NAME Covington Chase Phase 2B
PARCEL ID# 13-22-27-1793-00-008

ISSUE: Final Plat of 44 lots in the 25.2+/- acre portion of the Covington Chase subdivision to be platted as Phase 2B. The Preliminary Plat of the Covington Chase subdivision for a total of 346 lots was approved by the Planning and Zoning Board on January 13, 2005.

SUPPLEMENTAL MATERIAL/ANALYSIS:

OWNER/APPLICANT: JTD Land at Covington Chase, LLC.

CURRENT ZONING: Planned Unit Development (PUD)

PROPOSED ZONING: N/A

CURRENT FLU: Low Density Residential

PROPOSED FLU: N/A

SUMMARY:

The applicant is requesting approval of Final Plat of 44 lots in the 25.2+/- acre portion of the Covington Chase subdivision to be platted as Phase 2B. The subject property is located within the City of Winter Garden municipal limits, and carries a zoning designation of PUD (Planned Unit Development).

STAFF RECOMMENDATION(S):

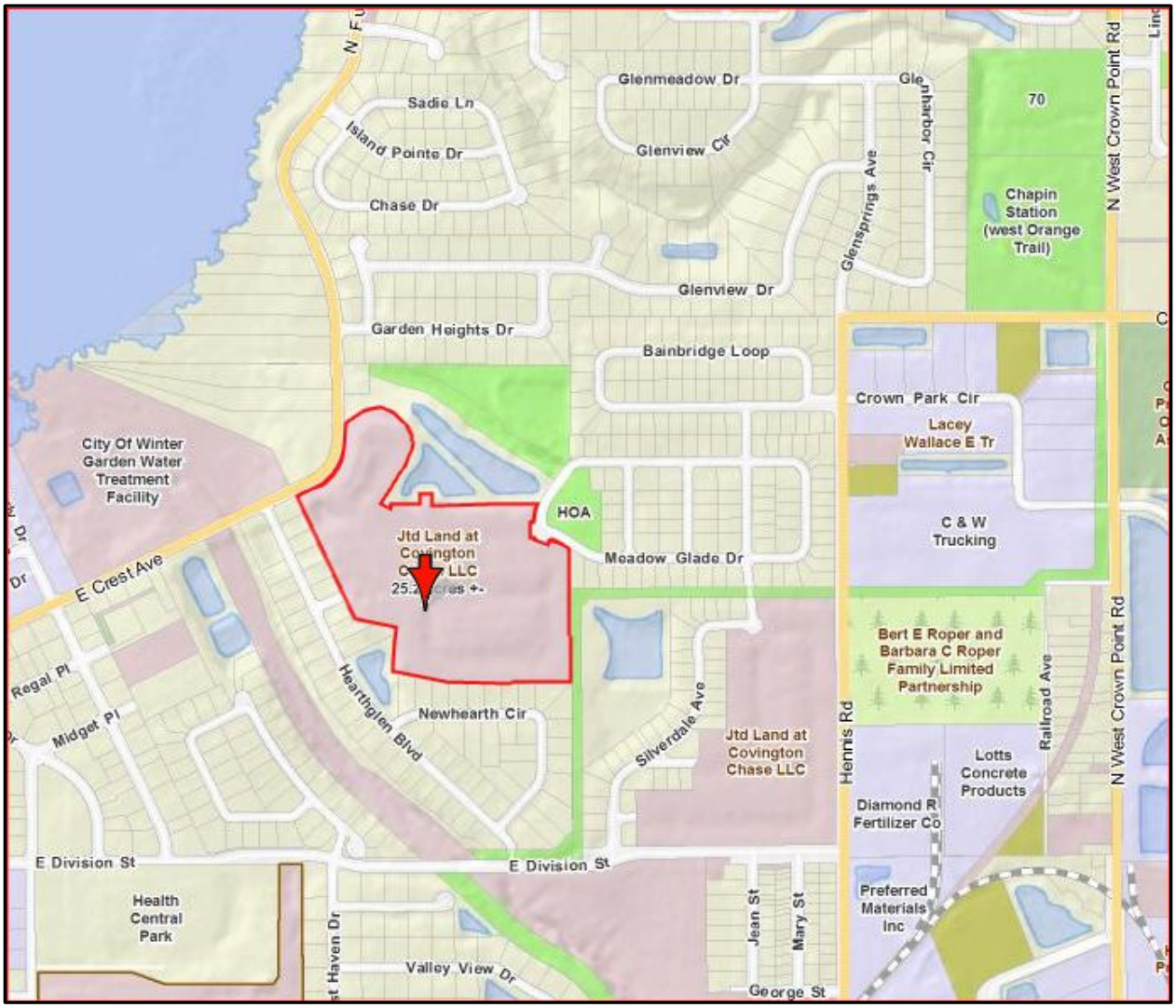
Staff recommends approval of the Covington Chase Phase 2B Final Plat with the City Commission hearing scheduled for Tuesday, December 4, 2012. (See attached Staff Report)

ATTACHMENT(S):

Location Map
Staff Report

LOCATION MAP

Meadow Glade Drive
Parcel ID # 13-22-27-1793-00-008



CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 ● (407) 656-4111

STAFF REPORT

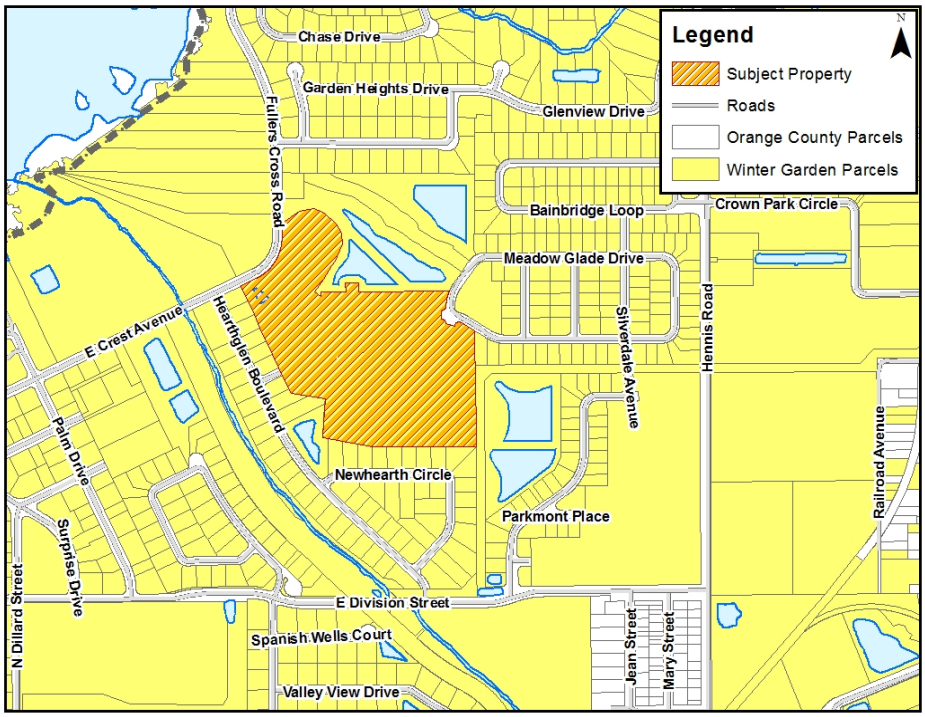
TO: PLANNING AND ZONING COMMITTEE
PREPARED BY: LAURA SMITH, SENIOR PLANNER
DATE: NOVEMBER 21, 2012
SUBJECT: FINAL PLAT
Covington Chase Phase 2B (25.2+/- ACRES)
PARCEL ID # 13-22-27-1793-00-008

APPLICANT: JTD Land at Covington Chase, LLC.

INTRODUCTION

The purpose of this report is to evaluate the proposed Final Plat of a portion of Covington Chase phase 2 for compliance with the Preliminary Plat for the Covington Chase Property, the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property located north of E Division Street and south of East Crest Avenue in the Covington Chase PUD subdivision is a 25.2± acre portion of the 114.86 ± acre Covington Chase PUD subdivision. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting approval of Final Plat of the 25.2± acre property to be platted as the Covington Chase Phase 2B for 44 single family residential lots. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation PUD (Planned Unit Development) in the City of Winter Garden. The subject property is designated Low Density Residential on the Future Land Use Map of the Comprehensive Plan. The applicant requests to plat Phase 2 of the project in 2 phases (Phase 2A and Phase 2B). The 25.2± acre site proposed for Final Plat encompasses the entire Phase 2 future development tract of the 114.86+/- acres Covington Chase PUD subdivision, however only 44 lots will be platted through this Final Plat as Phase 2B and an additional 42 lots will be submitted for Final Plat at a later date as Phase 2A.

EXISTING USE

The 114.86± acre Covington Chase PUD subdivision has been partially platted; Phase 1 was platted as Covington Park and contained 177 single family residential lots on approximately 71.5± acres. The remaining 71.4 ± acres of unplatted land are proposed to be platted in multiple phases; the 25.2 ± acre portion of the remaining unplatted land that is located just south of East Crest Avenue is the subject area of the proposed Final Plat and is proposed to be platted for 44 single family residential lots as Covington Chase Phase 2B.

ADJACENT LAND USE AND ZONING

The properties located to the north of the subject property are made up of single family residential homes within subdivisions zoned R-1 (Glenview Estates and Garden Heights). The subject property abuts another R-1 zoned single family residential subdivision on the south and west side (Oak Glen). The properties located to the east of the subject property are part of Phase 1 of the Covington Chase PUD subdivision.

PROPOSED USE

The applicant proposes to plat the 25.2± acre site to construct 44 single family residential homes as Covington Chase Phase 2B.

PUBLIC FACILITY ANALYSIS

The Covington Chase PUD subdivision was approved for 345 single family residential lots to be developed in multiple phases. Infrastructure in the form of roads, water, sewer, and reclaimed water systems have been installed to support the approved subdivision.

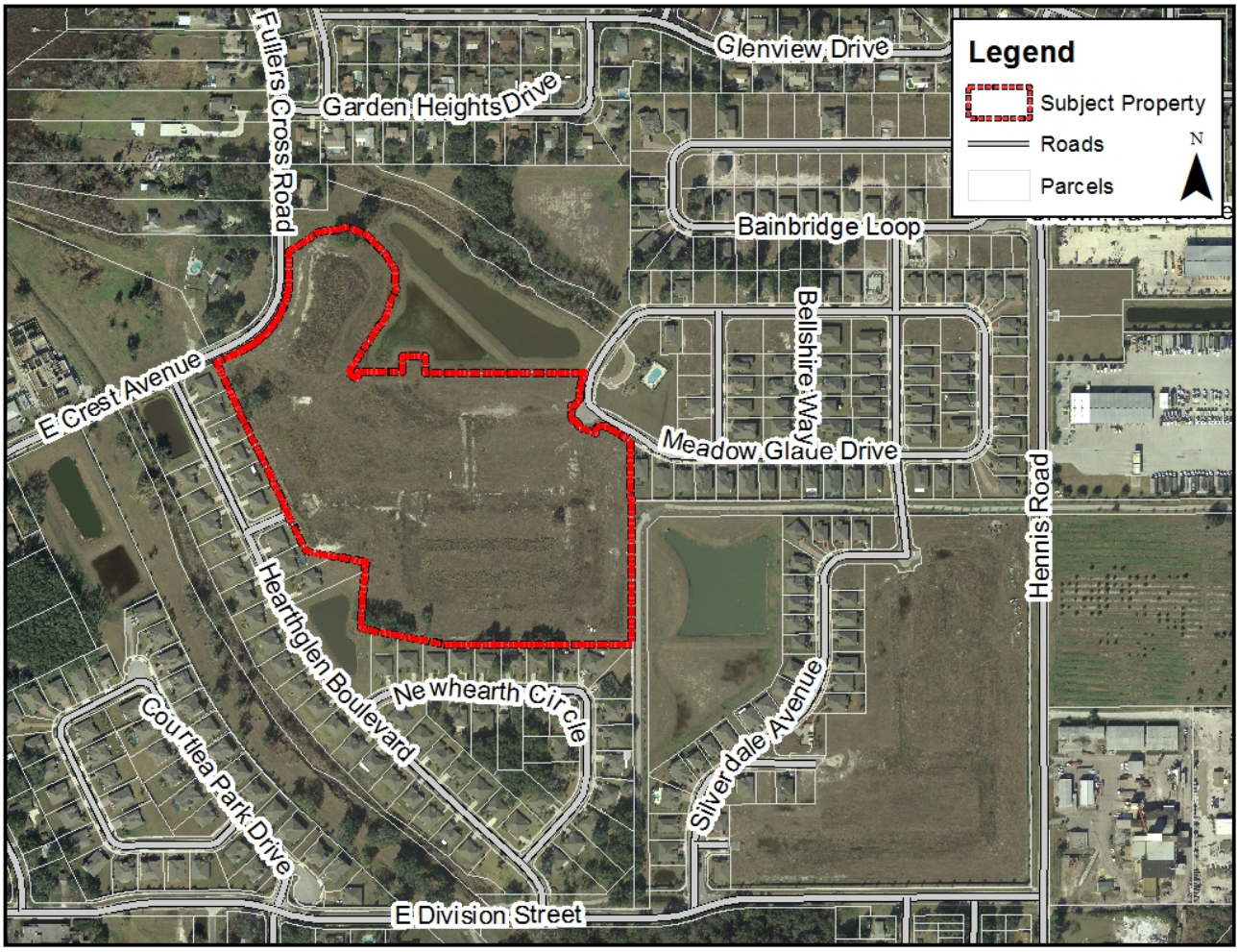
SUMMARY

City Staff recommend approval of the proposed Final Plat for Covington Chase Phase 2B.

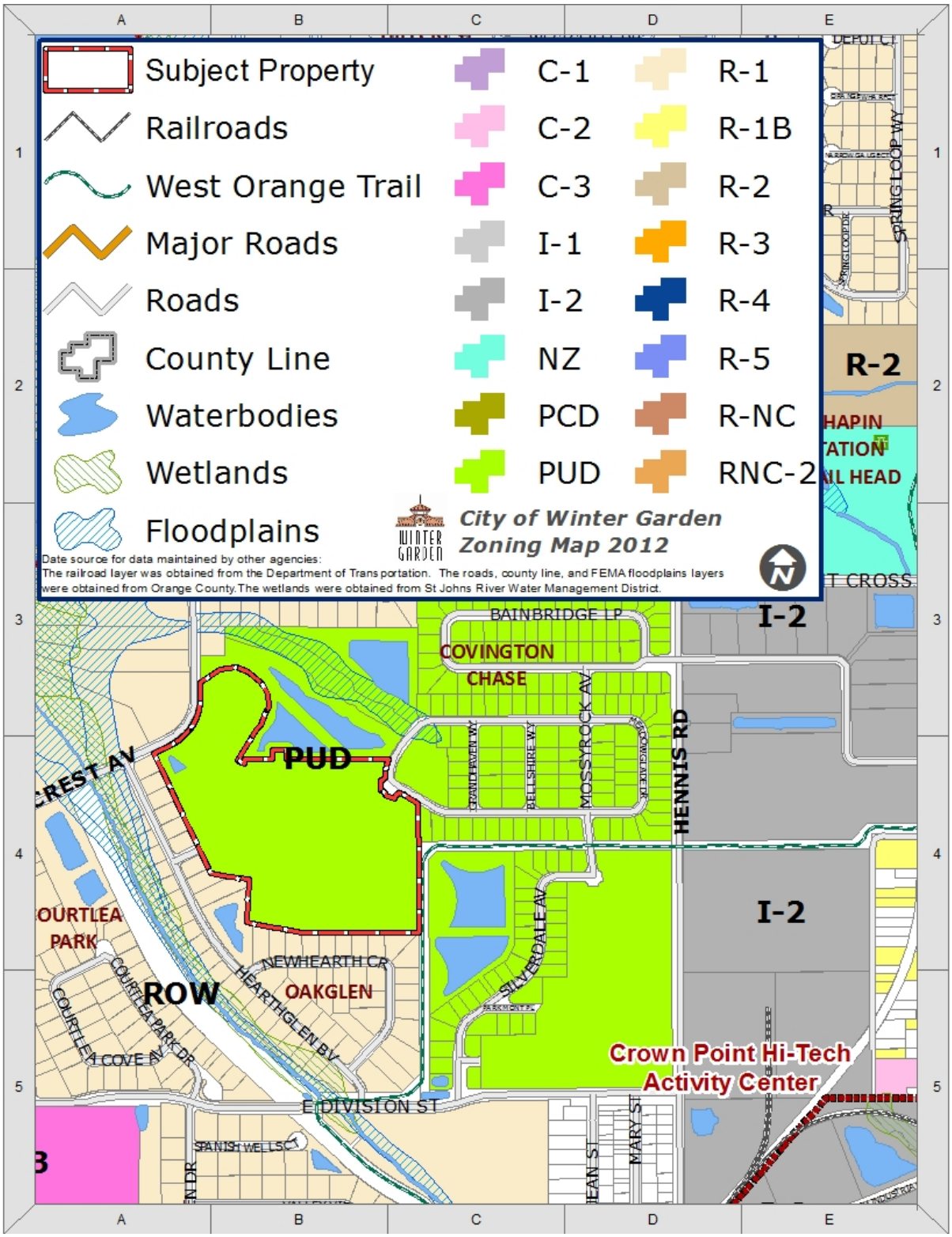
Staff has coordinated with the applicant to ensure that the Final Plat is consistent with the Code of Ordinances regarding Final Plat approval, the property specific PUD Zoning Ordinance and the approved Preliminary Plat. Additionally, staff have worked with the applicant to address concerns related to the subdivision wall located on the north side of the subject property along East Crest Avenue. Due to the ground elevation and location of the existing wall, the applicant has agreed to relocate the existing wall to provide for proper screening/buffering upon development of Phase 2A which will be the remaining portion of Phase 2 after recording of the Final Plat for the subject property.

MAPS

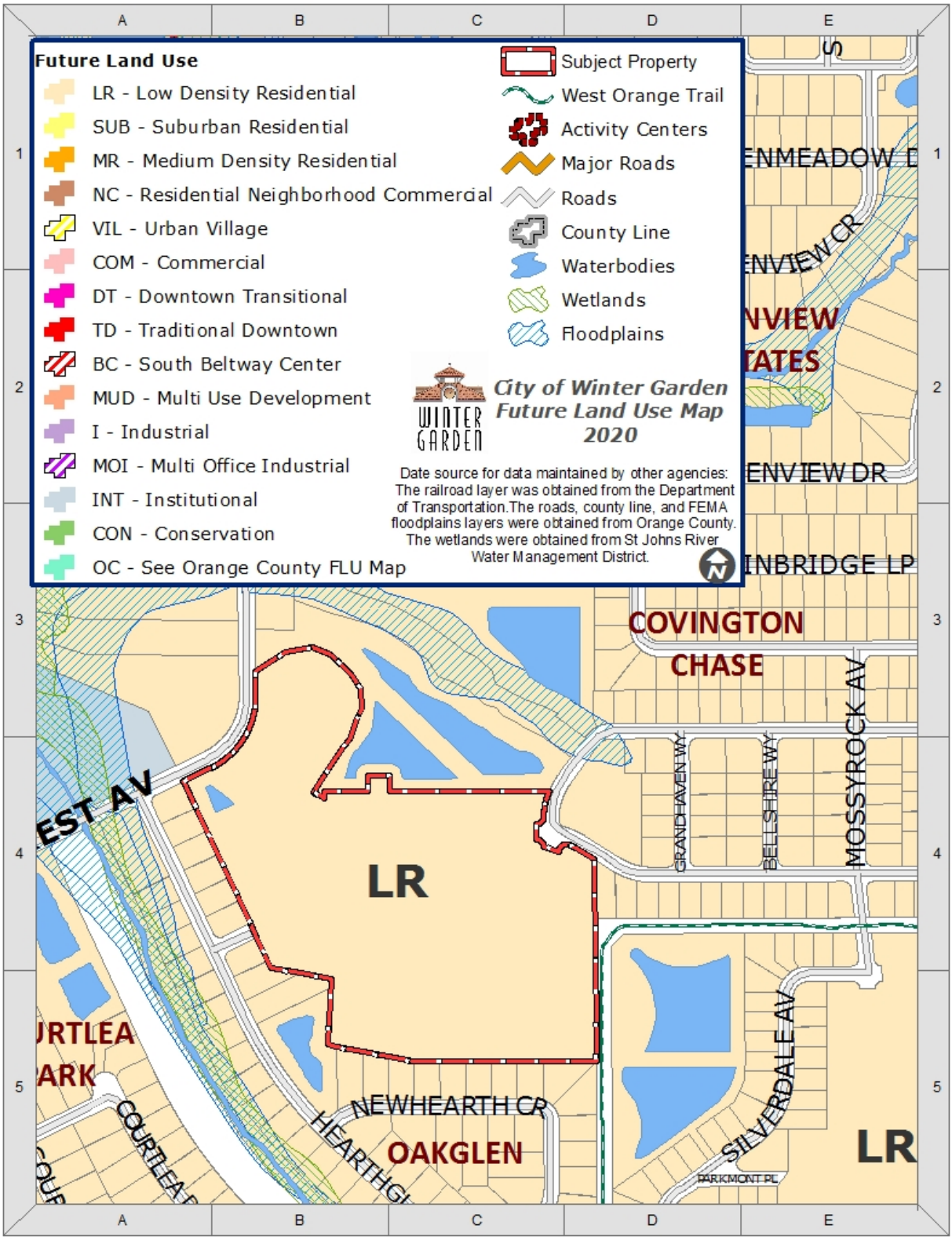
AERIAL PHOTO
COVINGTON CHASE PHASE 2B



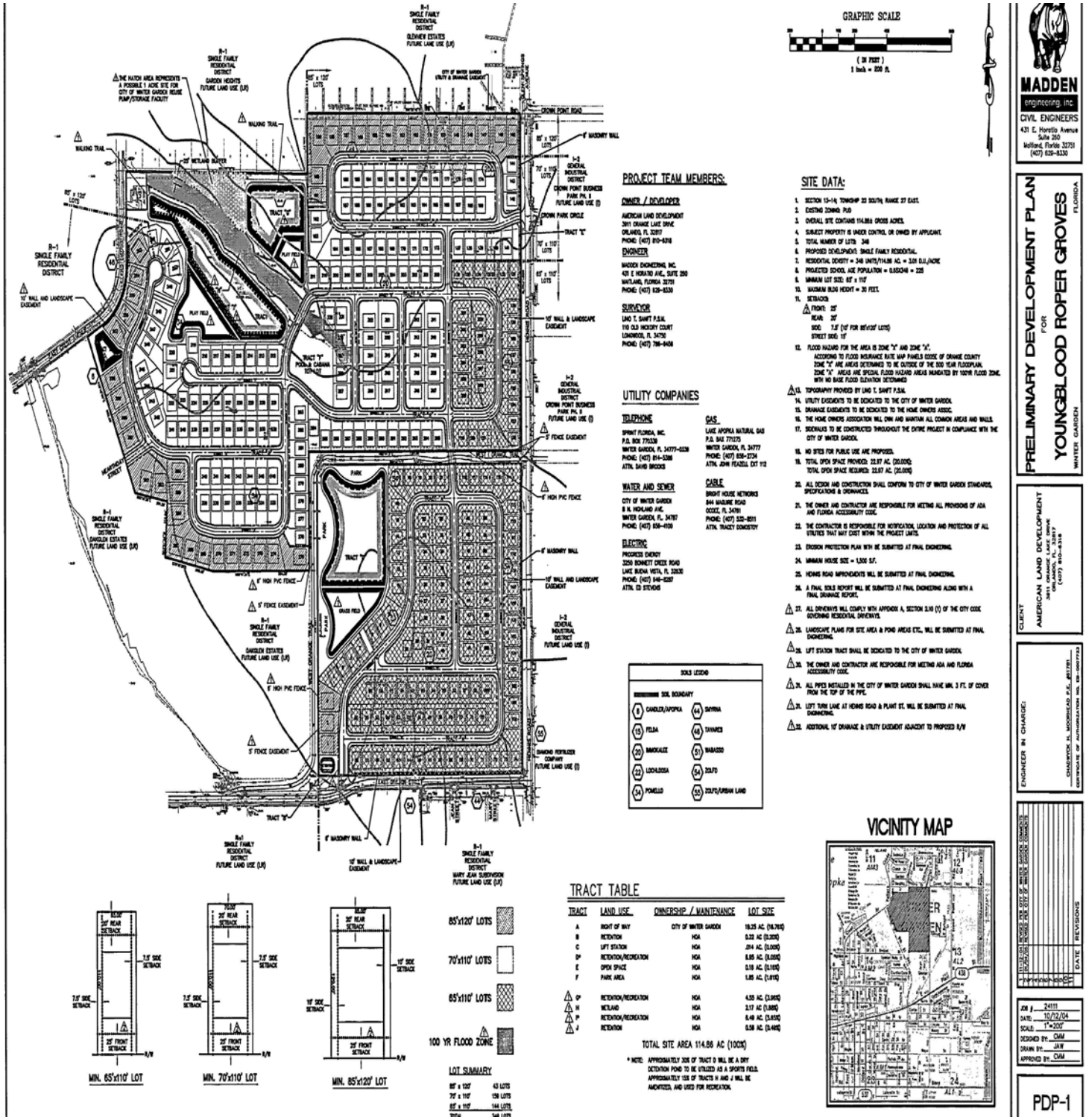
ZONING MAP
Covington Chase Phase 2B



FUTURE LAND USE MAP
Covington Chase Phase 2B



Covington Chase
APPROVED - Preliminary Plat



END OF STAFF REPORT

THE CITY OF WINTER GARDEN

PLANNING AND ZONING BOARD AGENDA ITEM

ITEM # 7 (Public Hearing)

DATE: November 22, 2012 **MEETING DATE:** November 26, 2012

SUBJECT: 13675 W Colonial Drive Road (ANNEXATION, ZONING, FLU)
PROJECT NAME Maryland Fried Chicken

PARCEL ID# 23-22-27-4036-00-091

ISSUE: The applicant is requesting Annexation, Zoning, and Future Lands Use designation on property located at 13675 W. Colonial Drive.

SUPPLEMENTAL MATERIAL/ANALYSIS:

OWNER/APPLICANT: Paul J. Dion

CURRENT ZONING: C-2 (Orange County)

PROPOSED ZONING: C-2

CURRENT FLU: Commercial (Orange County)

PROPOSED FLU: Commercial

SUMMARY:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 0.408 ± acre enclave located on the north side of W. Colonial Drive east of Winter Garden Vineland Road and west of S. Dillard Street. The applicant has requested Annexation into the City, Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Commercial, and Rezoning of the property to City C-2 Arterial Commercial District. (See attached Staff Report).

STAFF RECOMMENDATION(S):

Staff recommends approval of Ordinance 12-64, Ordinance 12-65 and Ordinance 12-66.

NEXT STEP(S):

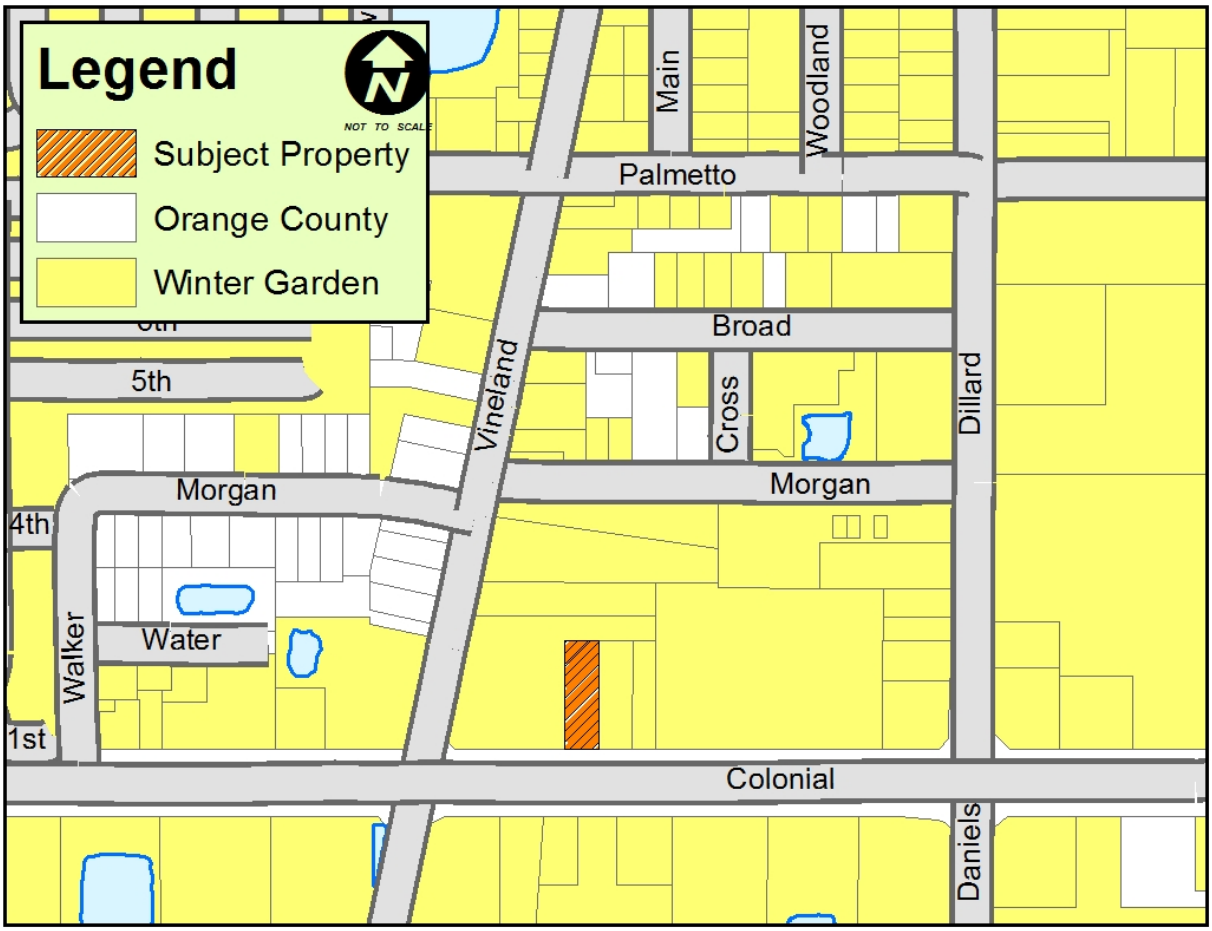
A public meeting for the first reading of the ordinances is scheduled for the City Commission on Tuesday, December 4, 2012.

ATTACHMENT(S):

Location Map
Ordinance 12-64
Ordinance 12-65
Ordinance 12-66
Staff Report

LOCATION MAP

13675 W. Colonial Drive
Parcel ID # 23-22-27-4036-00-091



ORDINANCE 12-64

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.408 ± ACRES LOCATED AT 13675 WEST COLONIAL DRIVE ON THE NORTH SIDE OF WEST COLONIAL DRIVE, EAST OF WINTER GARDEN VINELAND ROAD AND WEST OF SOUTH DILLARD STREET INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the land, generally described as approximately 0.408 ± acres located on the north side of West Colonial Drive, east of Winter Garden Vineland Road and west of South Dillard Street and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida ("City"), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

WHEREAS, the petition for voluntary annexation referenced herein bears the signatures of all owners of the property or properties described in Section 2 of this Ordinance (*i.e.*, the property or properties to be annexed); and

WHEREAS, the City has determined that the property described in Section 2 of this Ordinance is located in an unincorporated area of the County and that annexation of such property will not result in the creation of an enclave.

BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:

SECTION 1: *Annexation.* That the City Commission through its Planning and Zoning Board has conducted an investigation to determine whether the described property meets the prerequisites and standards set forth in Chapter 171, Fla. Stat. and has held a public hearing and said petition and made certain findings.

SECTION 2: *Description of Area Annexed.* That, after said public hearing and having found such petition meets said prerequisites and standards, the property legally defined in ATTACHMENT "A" and graphically shown on the attached map shall be annexed into the City of Winter Garden, Florida.

SECTION 3: *Effect of Annexation.* That the City of Winter Garden, Florida, shall have all of the power, authority, and jurisdiction over and within the land as described in

Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have over its present corporate limits and laws, ordinances, and resolutions of said City shall apply and shall have equal force and effect as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions.

SECTION 4: *Apportionment of Debts and Taxes.* Pursuant to § 171.061, Fla. Stat., the area annexed to the City shall be subject to all taxes and debts of the City upon the effective date of annexation. However, the annexed area shall not be subject to municipal ad valorem taxation for the current year if the effective date of the annexation falls after the City levies such tax.

SECTION 5: *Instructions to Clerk.* Within seven (7) days following the adoption of this Ordinance, the City Clerk or his/her designee is directed to file a copy of this ordinance, including ATTACHMENT "A" hereto, with the clerk of the circuit court and the chief administrative officer of Orange County as required by § 171.044(3), Fla. Stat.

SECTION 6: *Severability.* Should any portion of this Ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

SECTION 7: *Effective Date.* This Ordinance shall become effective upon adoption at its second reading.

FIRST READING AND PUBLIC HEARING: _____ , 2012.

SECOND READING AND PUBLIC HEARING: _____ , 2012.

ADOPTED this _____ day of _____, 2012, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 23-22-27-4036-00-091

THAT PART OF THE WEST 74.88 FEET OF LOT 9, JOINER–REINER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N89°59'51"W ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, A DISTANCE OF 898.56 FEET; THENCE RUN N00°00'21"W, A DISTANCE OF 75.00 FEET TO THE NORTH RIGHT–OF–WAY LINE OF STATE ROAD NO. 50, AND THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE WEST LINE OF LOT 9, JOINER–REINER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE N00°00'21"W ALONG SAID WEST LINE OF LOT 9, A DISTANCE OF 237.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE RUN S89°59'51"E ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 74.88 FEET; THENCE RUN S00°00'21"E, A DISTANCE OF 237.50 FEET TO THE AFORESAID NORTH RIGHT–OF–WAY LINE OF STATE ROAD NO. 50; THENCE RUN N89°59'51"W A DISTANCE OF 74.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.408 ACRES, MORE OR LESS.

ORDINANCE 12-65

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.408 ± ACRES LOCATED AT 13675 WEST COLONIAL DRIVE ON THE NORTH SIDE OF WEST COLONIAL DRIVE, EAST OF WINTER GARDEN VINELAND ROAD AND WEST OF SOUTH DILLARD STREET FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 13th of June, 1991, the City Commission of the City of Winter Garden adopted Ordinance 91-16 which adopted a new Comprehensive Plan for the City of Winter Garden, and on the 24th of June, 2010, the City Commission of the City of Winter Garden adopted Ordinance 10-19 readopting and amending the Comprehensive Plan for the City of Winter Garden;

WHEREAS, the owner of that certain real property generally described as 0.408 ± acres of land located at 13675 West Colonial Drive on the north side of West Colonial Drive, east of Winter Garden Vineland Road and west of South Dillard Street, and legally described in ATTACHMENT “A” (the “Property”) has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Commercial to City Commercial; and

WHEREAS, the City of Winter Garden's Local Planning Agency and City Commission have conducted the prerequisite advertised public hearings pursuant to Chapter 163, Florida Statutes, regarding the adoption of this ordinance; now, therefore,

BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:

SECTION I. *FLUM Amendment.* The City of Winter Garden hereby amends the Future Land Use Map of the City of Winter Garden Comprehensive Plan by designating the aforesaid Property to City Commercial as set forth in ATTACHMENT "B".

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 12-64, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order

determining that the adopted Ordinance is in compliance.

SECTION III. *Severability.* Should any portion of this Ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

FIRST READING AND PUBLIC HEARING: _____ , 2012.

SECOND READING AND PUBLIC HEARING: _____ , 2012.

ADOPTED this _____ day of _____, 2012, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 23-22-27-4036-00-091

THAT PART OF THE WEST 74.88 FEET OF LOT 9, JOINER–REINER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

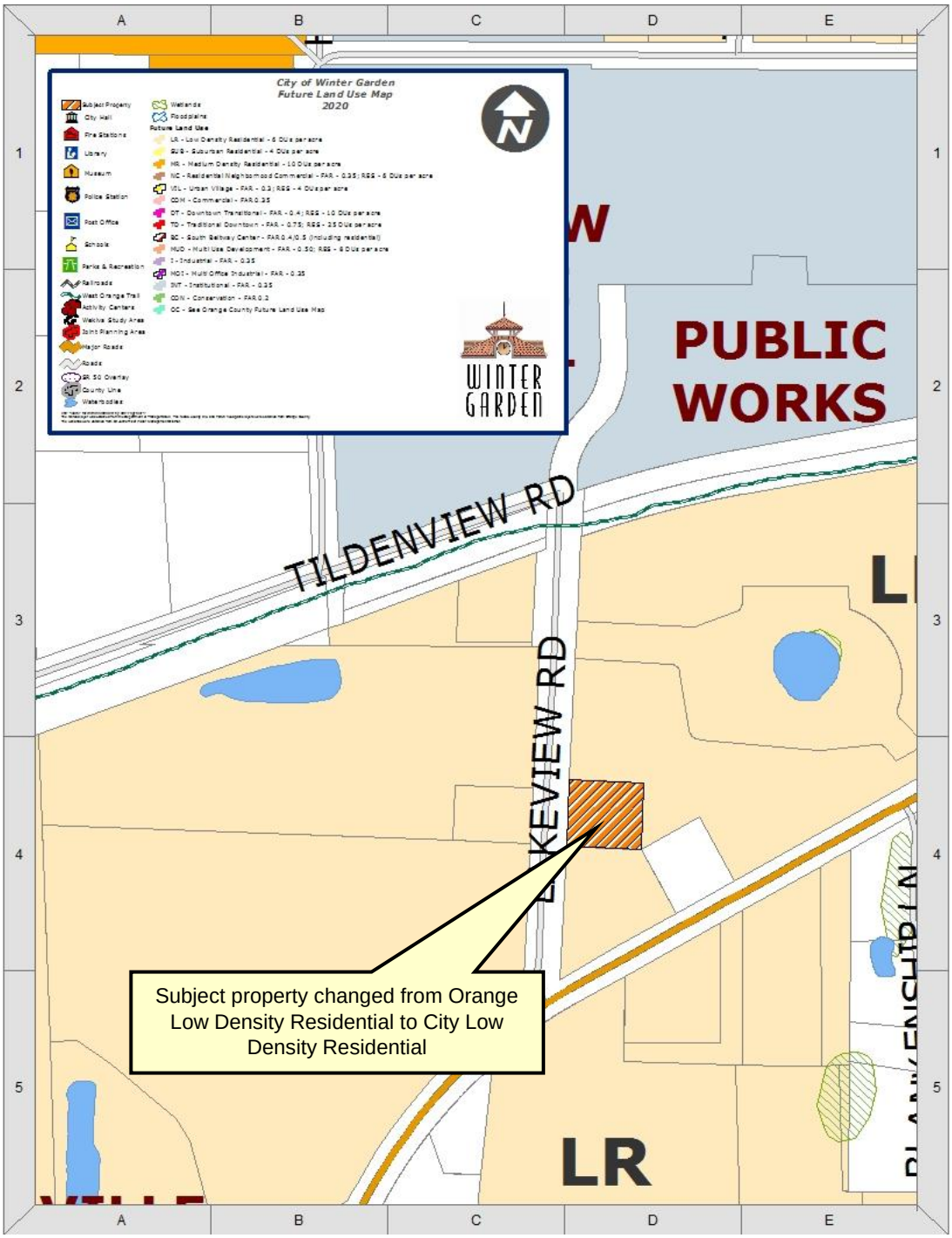
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N89°59'51"W ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, A DISTANCE OF 898.56 FEET; THENCE RUN N00°00'21"W, A DISTANCE OF 75.00 FEET TO THE NORTH RIGHT–OF–WAY LINE OF STATE ROAD NO. 50, AND THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE WEST LINE OF LOT 9, JOINER–REINER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE N00°00'21"W ALONG SAID WEST LINE OF LOT 9, A DISTANCE OF 237.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE RUN S89°59'51"E ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 74.88 FEET; THENCE RUN S00°00'21"E, A DISTANCE OF 237.50 FEET TO THE AFORESAID NORTH RIGHT–OF–WAY LINE OF STATE ROAD NO. 50; THENCE RUN N89°59'51"W A DISTANCE OF 74.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.408 ACRES, MORE OR LESS.

ATTACHMENT "B"

FUTURE LAND USE MAP

<u>441 Lakeview Road</u>



ORDINANCE 12-66

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.408 ± ACRES OF REAL PROPERTY GENERALLY LOCATED AT 13675 WEST COLONIAL DRIVE, EAST OF WINTER GARDEN VINELAND ROAD AND WEST OF SOUTH DILLARD STREET FROM ORANGE COUNTY C-2 COMMERCIAL DISTRICT TO CITY C-2 ATERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 0.408 ± acres of land located on the north side of West Colonial Drive, east of Winter Garden Vineland Road and west of South Dillard Street, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County C-2 Commercial District to the City's C-2 Arterial Commercial District zoning classification, therefore; and

WHEREAS, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the rezoning approved by this Ordinance is consistent with the City of Winter Garden Comprehensive Plan; and

WHEREAS, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to C-2 Arterial Commercial District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:

SECTION 1: *Rezoning.* The above "Whereas" clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT "A," is hereby rezoned from Orange County C-2 Commercial District to City C-2 Arterial Commercial District in the City of Winter Garden, Florida.

SECTION 2: *Zoning Map.* The City Planner is hereby authorized and directed to amend the Official Winter Garden Zoning Map in accordance with the provisions of this ordinance.

SECTION 3: *Non-Severability.* Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 12-65 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

FIRST READING AND PUBLIC HEARING: _____ , 2012.

SECOND READING AND PUBLIC HEARING: _____ , 2012.

ADOPTED this _____ day of _____, 2012, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 23-22-27-4036-00-091

THAT PART OF THE WEST 74.88 FEET OF LOT 9, JOINER–REINER SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.408 ACRES, MORE OR LESS.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 ● (407) 656-4111

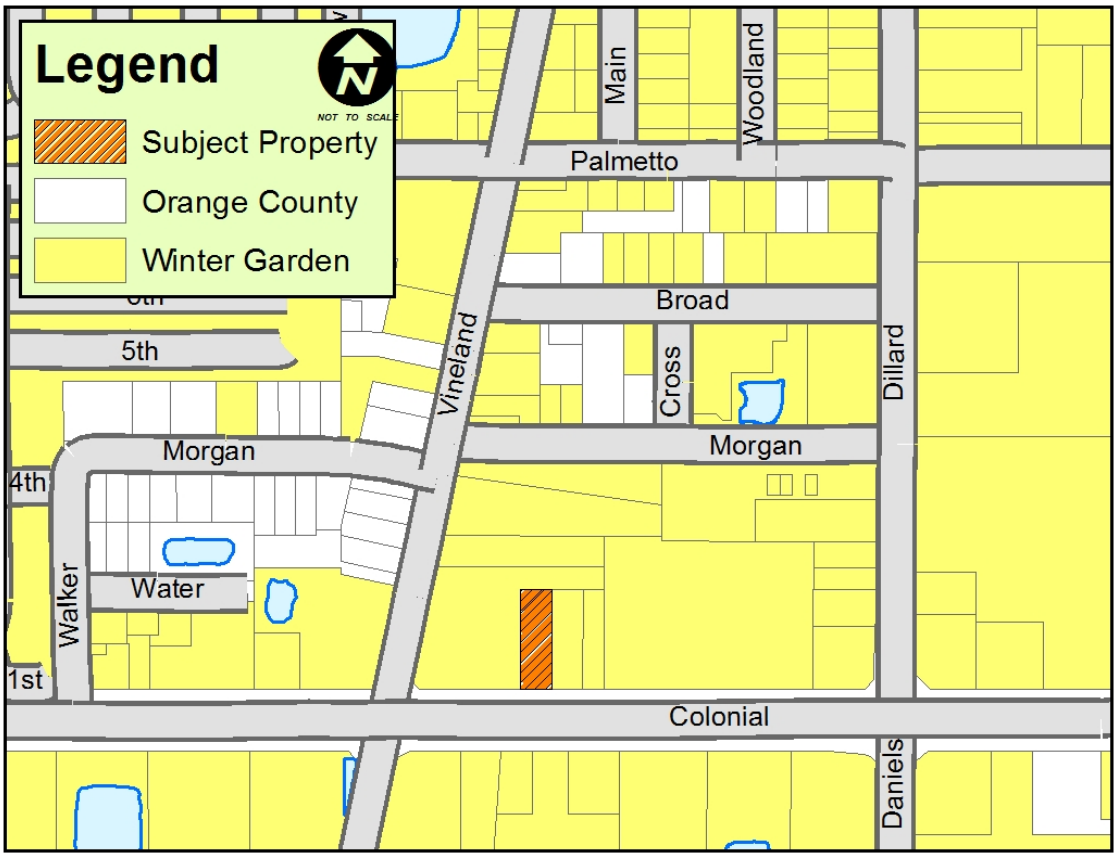
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PEPARED BY: STEVE PASH, SENIOR PLANNER
DATE: NOVEMBER 21, 2012
SUBJECT: ANNEXATION – ZONING – FLU AMENDMENT
13675 W. COLONIAL DRIVE (0.408 +/- ACRES)
PARCEL ID #: 23-22-27-4036-00-091
APPLICANT: PAUL DION

INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property is located at 13675 W. Colonial Drive and is approximately 0.408 ± acres. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Commercial, and rezoning the property to C-2 Arterial Commercial District. The subject property is also located within the West State Road 50 Overlay District, which contains additional design standards.

In accordance with the City's Comprehensive Plan, permitted uses within the the Commercial land use include retail, service, and professional activities. The zoning classifications that are consistent with the Commercial land use designation include C-1, C-2, C-3, C-4, PCD, and INT.

The City endorses infill of its jurisdictional limits through voluntary annexation of enclaves. The elimination of enclaves through voluntary annexation furthers the goals, objectives, and policies of the City's Comprehensive Plan.

EXISTING USE

The subject property is currently developed with a restaurant. The applicant intends to keep the existing restaurant once the annexation, FLU, and zoning process is complete.

ADJACENT LAND USE AND ZONING

The property located to the north and west is developed as a CVS Pharmacy, zoned C-2 and located in the City. The properties located to the south are developed with multiple vehicle repair/service businesses, zoned C-2 and located in the City. The property to the east is vacant commercial land, zoned C-2 and located in the City. All of the surrounding properties are also located with the West State Road 50 Overlay.

PROPOSED USE

The owner is proposing to annex the property and keep the existing restaurant.

PUBLIC FACILITY ANALYSIS

The City will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents including building permits. The property will be served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

SUMMARY

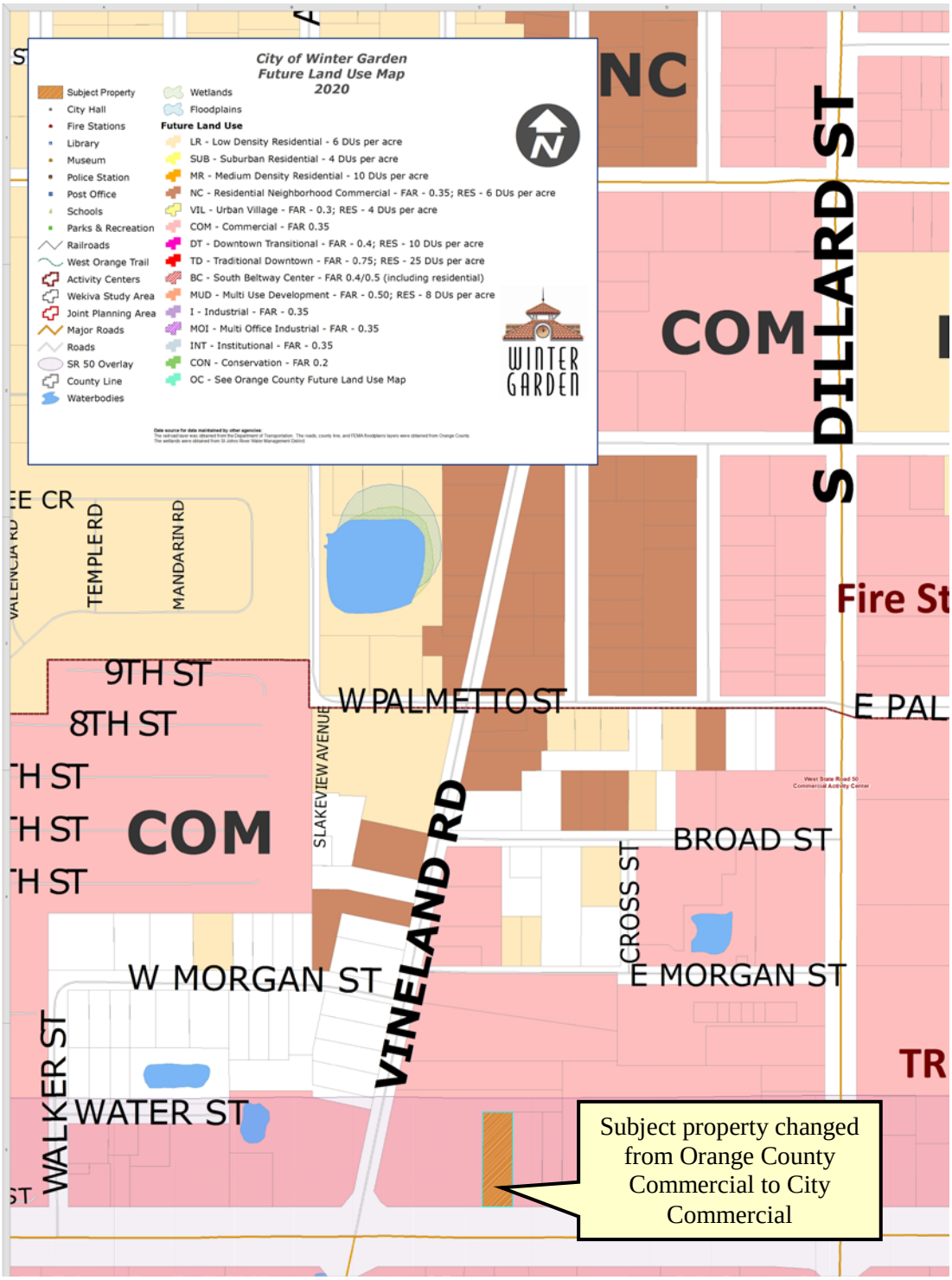
City Staff recommends approval of the proposed Ordinances. Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City of Winter Garden's Comprehensive Plan to eliminate enclaves. The property is currently developed with a restaurant and is consistent with the surrounding area.

MAPS

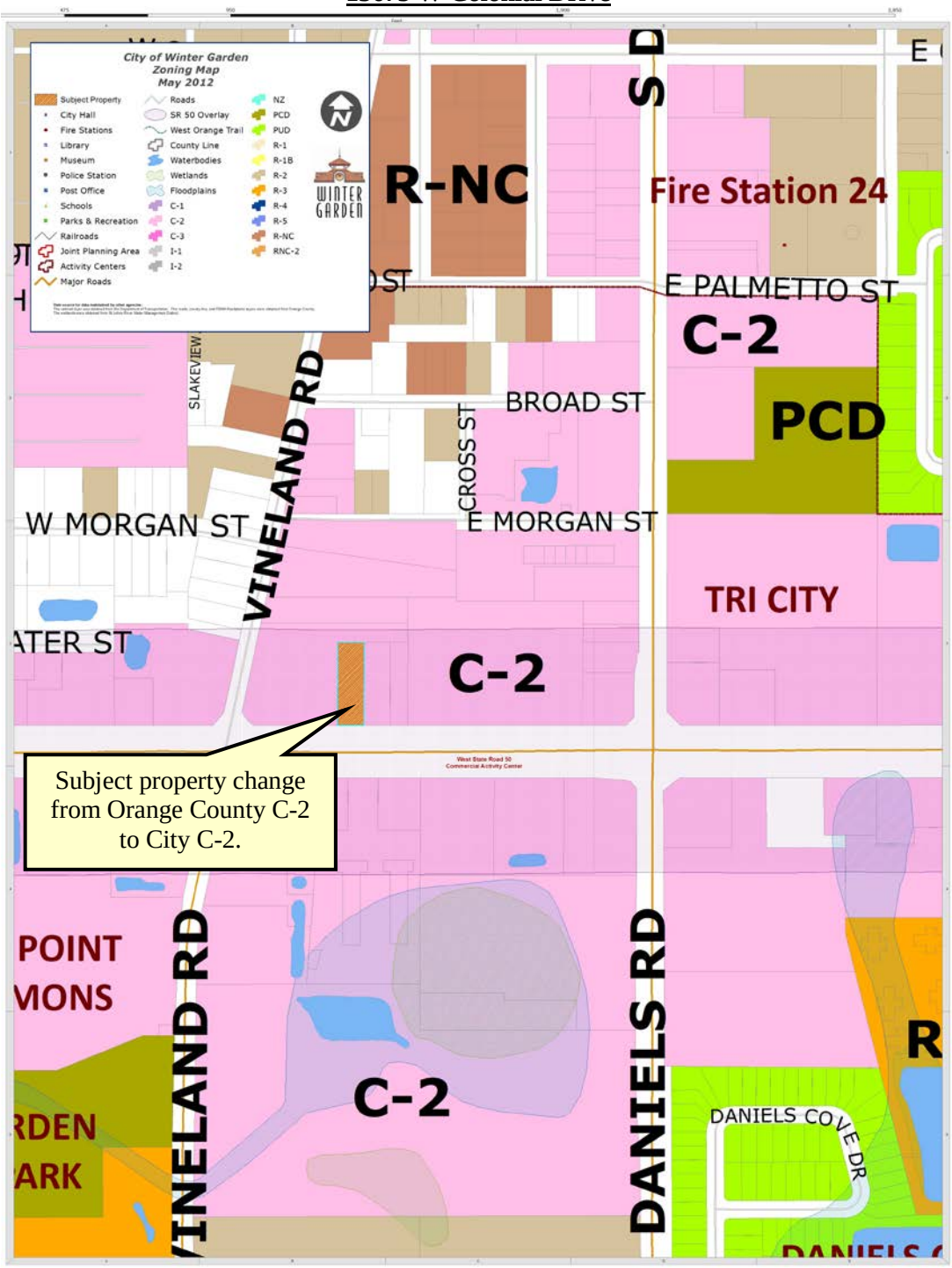
AERIAL PHOTO

13675 W Colonial Drive

FUTURE LAND USE MAP
13675 W Colonial Drive



ZONING MAP
13675 W Colonial Drive



END OF STAFF REPORT

THE CITY OF WINTER GARDEN

PLANNING AND ZONING BOARD AGENDA ITEM

ITEM # 8 (Public Hearing)

DATE: November 21, 2012 **MEETING DATE:** November 26, 2012

SUBJECT: 12902 Roper Road (ANNEXATION, ZONING, FLU)
PROJECT NAME Whitt Property Annexation

PARCEL ID# 36-22-27-0000-00-012

ISSUE: The applicant is requesting Annexation, Zoning, and Future Lands Use designation on property located at 12902 Roper Road.

SUPPLEMENTAL MATERIAL/ANALYSIS:

OWNER/APPLICANT: Amber Marie Whitt

CURRENT ZONING: A-1 (Orange County)

PROPOSED ZONING: R-1B

CURRENT FLU: Rural Agricultural (Orange County)

PROPOSED FLU: Low Density Residential

SUMMARY:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property makes up a 6.3 ± acre enclave located on the south side of Roper Road east of Daniels Road and west of Beulah Road. The applicant has requested Annexation into the City, Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Low Density Residential, and Rezoning of the property to City R-1B Single Family Residential District. (See attached Staff Report).

STAFF RECOMMENDATION(S):

Staff recommends approval of Ordinance 12-67, Ordinance 12-68 and Ordinance 12-70.

NEXT STEP(S):

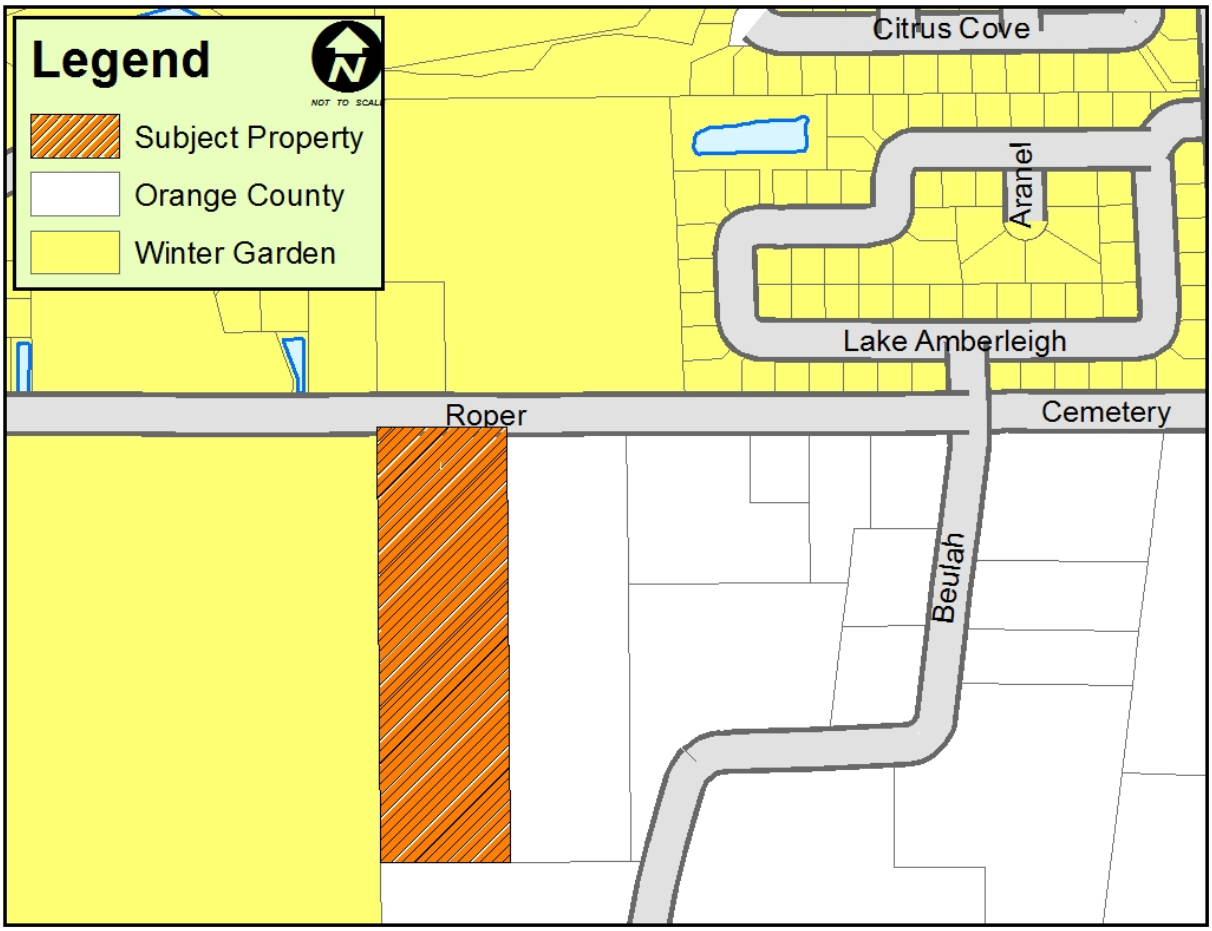
A public meeting for the first reading of the ordinances is scheduled for the City Commission on Tuesday, December 4, 2012.

ATTACHMENT(S):

Location Map
Ordinance 12-67
Ordinance 12-68
Ordinance 12-70
Staff Report

LOCATION MAP

12902 Roper Road
Parcel ID # 36-22-27-0000-00-012



ORDINANCE 12-67

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 6.3 ± ACRES LOCATED AT 12902 ROPER ROAD ON THE SOUTH SIDE OF ROPER ROAD, EAST OF DANIELS ROAD AND WEST OF BEULAH ROAD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the land, generally described as approximately 6.3 ± acres located on the south side of Roper Road, east of Daniels Road and west of Beulah Road and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida ("City"), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

WHEREAS, the petition for voluntary annexation referenced herein bears the signatures of all owners of the property or properties described in Section 2 of this Ordinance (*i.e.*, the property or properties to be annexed); and

WHEREAS, the City has determined that the property described in Section 2 of this Ordinance is located in an unincorporated area of the County and that annexation of such property will not result in the creation of an enclave.

BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:

SECTION 1: *Annexation.* That the City Commission through its Planning and Zoning Board has conducted an investigation to determine whether the described property meets the prerequisites and standards set forth in Chapter 171, Fla. Stat. and has held a public hearing and said petition and made certain findings.

SECTION 2: *Description of Area Annexed.* That, after said public hearing and having found such petition meets said prerequisites and standards, the property legally defined in ATTACHMENT "A" and graphically shown on the attached map shall be annexed into the City of Winter Garden, Florida.

SECTION 3: *Effect of Annexation.* That the City of Winter Garden, Florida, shall have all of the power, authority, and jurisdiction over and within the land as described in Section 2 hereof, and the inhabitants thereof, and property therein, as it does and have over its present corporate limits and laws, ordinances, and resolutions of said City shall

apply and shall have equal force and effect as if all territory had been part of said City at the time of the passage of such laws, ordinances, and resolutions.

SECTION 4: *Apportionment of Debts and Taxes.* Pursuant to § 171.061, Fla. Stat., the area annexed to the City shall be subject to all taxes and debts of the City upon the effective date of annexation. However, the annexed area shall not be subject to municipal ad valorem taxation for the current year if the effective date of the annexation falls after the City levies such tax.

SECTION 5: *Instructions to Clerk.* Within seven (7) days following the adoption of this Ordinance, the City Clerk or his/her designee is directed to file a copy of this ordinance, including ATTACHMENT "A" hereto, with the clerk of the circuit court and the chief administrative officer of Orange County as required by § 171.044(3), Fla. Stat.

SECTION 6: *Severability.* Should any portion of this Ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

SECTION 7: *Effective Date.* This Ordinance shall become effective upon adoption at its second reading.

FIRST READING AND PUBLIC HEARING: _____ , 2012.

SECOND READING AND PUBLIC HEARING: _____ , 2012.

ADOPTED this _____ day of _____, 2012, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 36-22-27-0000-00-012

Begin at the Northwest corner of the Northwest ¼ of the Northwest ¼ of Section 36, Township 22 South, Range 27 East, run South 330 yards; east 95 1/3 yards; north 330 yards; west 95 1/3 yards, to point of beginning, Orange County, Florida. (Less road right-of-way on north).

ORDINANCE 12-68

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 6.3 ± ACRES LOCATED AT 12902 ROPER ROAD ON THE SOUTH SIDE OF ROPER ROAD, EAST OF DANIELS ROAD AND WEST OF BEULAH ROAD FROM ORANGE COUNTY RURAL AGRICULTURAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 13th of June, 1991, the City Commission of the City of Winter Garden adopted Ordinance 91-16 which adopted a new Comprehensive Plan for the City of Winter Garden, and on the 24th of June, 2010, the City Commission of the City of Winter Garden adopted Ordinance 10-19 readopting and amending the Comprehensive Plan for the City of Winter Garden;

WHEREAS, the owner of that certain real property generally described as 0.57 ± acres of land located at 12902 Roper Road on the south side of Roper Road, east of Daniels Road and west of Buelah Road, and legally described in ATTACHMENT “A” (the “Property”) has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Low Rural Agricultural to City Low Density Residential; and

WHEREAS, the City of Winter Garden's Local Planning Agency and City Commission have conducted the prerequisite advertised public hearings pursuant to Chapter 163, Florida Statutes, regarding the adoption of this ordinance; now, therefore,

BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:

SECTION I. *FLUM Amendment.* The City of Winter Garden hereby amends the Future Land Use Map of the City of Winter Garden Comprehensive Plan by designating the aforesaid Property to City Low Density Residential as set forth in ATTACHMENT "B".

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 12-67, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order

determining that the adopted Ordinance is in compliance.

SECTION III. *Severability.* Should any portion of this Ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

FIRST READING AND PUBLIC HEARING: _____ , 2012.

SECOND READING AND PUBLIC HEARING: _____ , 2012.

ADOPTED this _____ day of _____, 2012, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

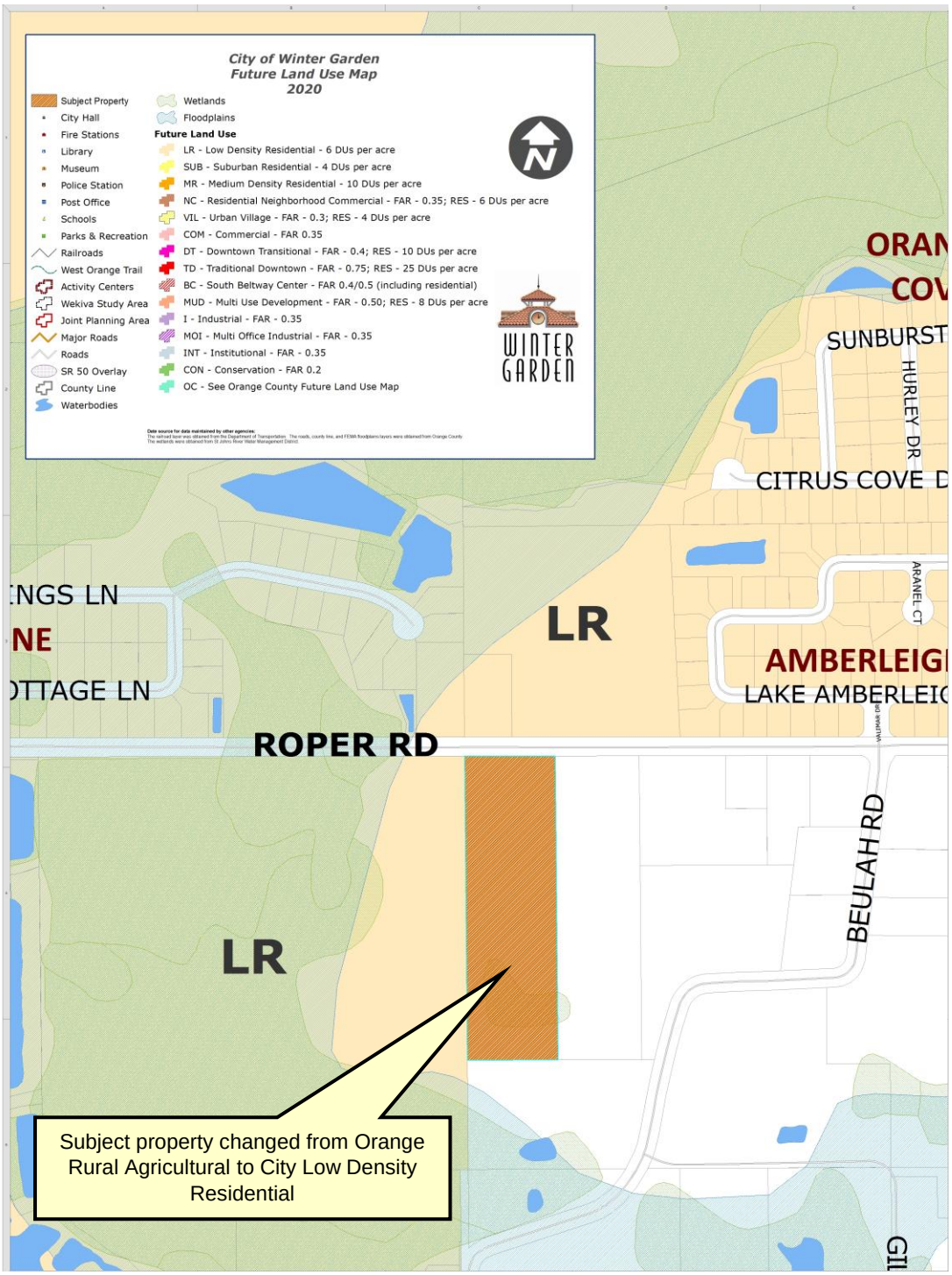
PARCEL ID#: 36-22-27-0000-00-012

Begin at the Northwest corner of the Northwest ¼ of the Northwest ¼ of Section 36, Township 22 South, Range 27 East, run South 330 yards; east 95 1/3 yards; north 330 yards; west 95 1/3 yards, to point of beginning, Orange County, Florida. (Less road right-of-way on north).

ATTACHMENT "B"

FUTURE LAND USE MAP

<u>12902 Roaper Road</u>



ORDINANCE 12-70

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 6.3 ± ACRES LOCATED AT 12902 ROPER ROAD ON THE SOUTH SIDE OF ROPER ROAD, EAST OF DANIELS ROAD AND WEST OF BEULAH ROAD FROM ORANGE COUNTY A-1 CITRUS/AGRICULTURAL DISTRICT TO CITY R-1B RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 6.3 ± acres of land located on the south side of Roper Road, east of Daniels Road and west of Beulah Road, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County A-1 Citrus Agricultural to the City's R-1B Residential District zoning classification, therefore; and

WHEREAS, after public notice and due consideration of public comment, the City Commission of the City of Winter Garden hereby finds and declares the rezoning approved by this Ordinance is consistent with the City of Winter Garden Comprehensive Plan; and

WHEREAS, further, the City Commission finds that based on competent, substantial evidence in the record, the rezoning approved by this Ordinance meets all applicable criteria for rezoning the Property to R-1B Residential District contained within the City of Winter Garden Comprehensive Plan and the Code of Ordinances.

BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:

SECTION 1: *Rezoning.* The above "Whereas" clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT "A," is hereby rezoned from Orange County A-1 Citrus Agricultural District to City R-1B Residential District in the City of Winter Garden, Florida.

SECTION 2: *Zoning Map.* The City Planner is hereby authorized and directed to amend the Official Winter Garden Zoning Map in accordance with the provisions of this ordinance.

SECTION 3: *Non-Severability.* Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 12-68 which is an amendment to the Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

FIRST READING AND PUBLIC HEARING: _____ , 2012.

SECOND READING AND PUBLIC HEARING: _____ , 2012.

ADOPTED this _____ day of _____, 2012, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

_____
JOHN REES, Mayor/Commissioner

ATTEST:

_____
KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 36-22-27-0000-00-012

Begin at the Northwest corner of the Northwest ¼ of the Northwest ¼ of Section 36, Township 22 South, Range 27 East, run South 330 yards; east 95 1/3 yards; north 330 yards; west 95 1/3 yards, to point of beginning, Orange County, Florida. (Less road right-of-way on north).

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 ● (407) 656-4111

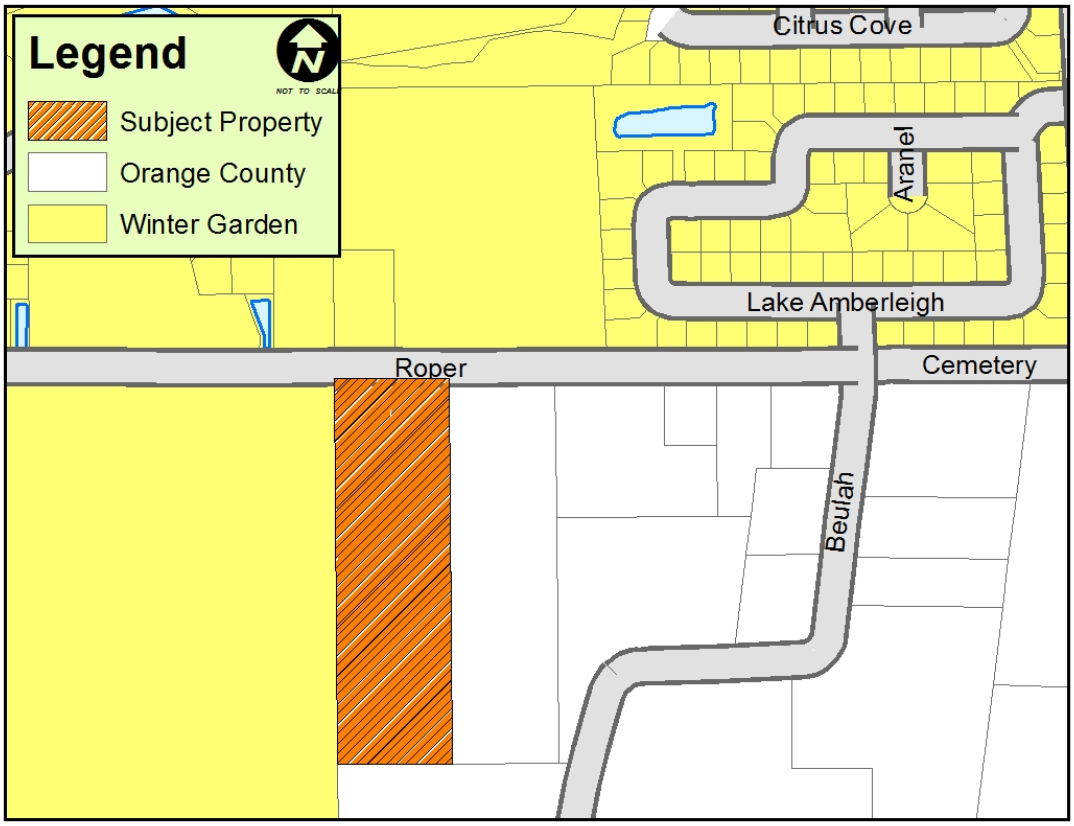
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PEPARED BY: STEVE PASH, SENIOR PLANNER
DATE: NOVEMBER 21, 2012
SUBJECT: ANNEXATION – ZONING – FLU AMENDMENT
12902 ROPER ROAD (6.3 +/- ACRES)
PARCEL ID #: 36-22-27-0000-00-012
APPLICANT: AMBER MARIE WHITT

INTRODUCTION

The purpose of this report is to evaluate the proposed project for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property is located at 12902 Roper Road and is approximately 6.3 ± acres. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Low Density Residential, and rezoning the property to R-1B Single-Family Residential District.

In accordance with the City's Comprehensive Plan, permitted uses within the Low Density Residential land use include single family homes and churches and schools. The zoning classifications that are consistent with the Low Density Residential land use designation include PUD, R-1A, R-1, R-2, R-1B, and INT.

The City endorses infill of its jurisdictional limits through voluntary annexation of enclaves. The elimination of enclaves through voluntary annexation furthers the goals, objectives, and policies of the City's Comprehensive Plan.

EXISTING USE

The subject property is currently developed with a one story manufactured home, a trailer, five sheds, and a barn.

ADJACENT LAND USE AND ZONING

The properties located to the north are several single-family homes on large tracts and two subdivisions, zoned R-1, R-1B, and PUD, and located in the City. The property located to the east is vacant, zoned A-1 and located in Orange County. The property to the south is owned by Orange County, used by their Public Works Department for storage, zoned R-1 and located in the County. The property to the west is vacant land, with no zoning and located in the City.

PROPOSED USE

The applicant intends to annex the property and sell it to a developer who will submit plans to build a subdivision once the annexation, FLU, and zoning process is complete.

PUBLIC FACILITY ANALYSIS

The City will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents including building permits. The property will be served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

SUMMARY

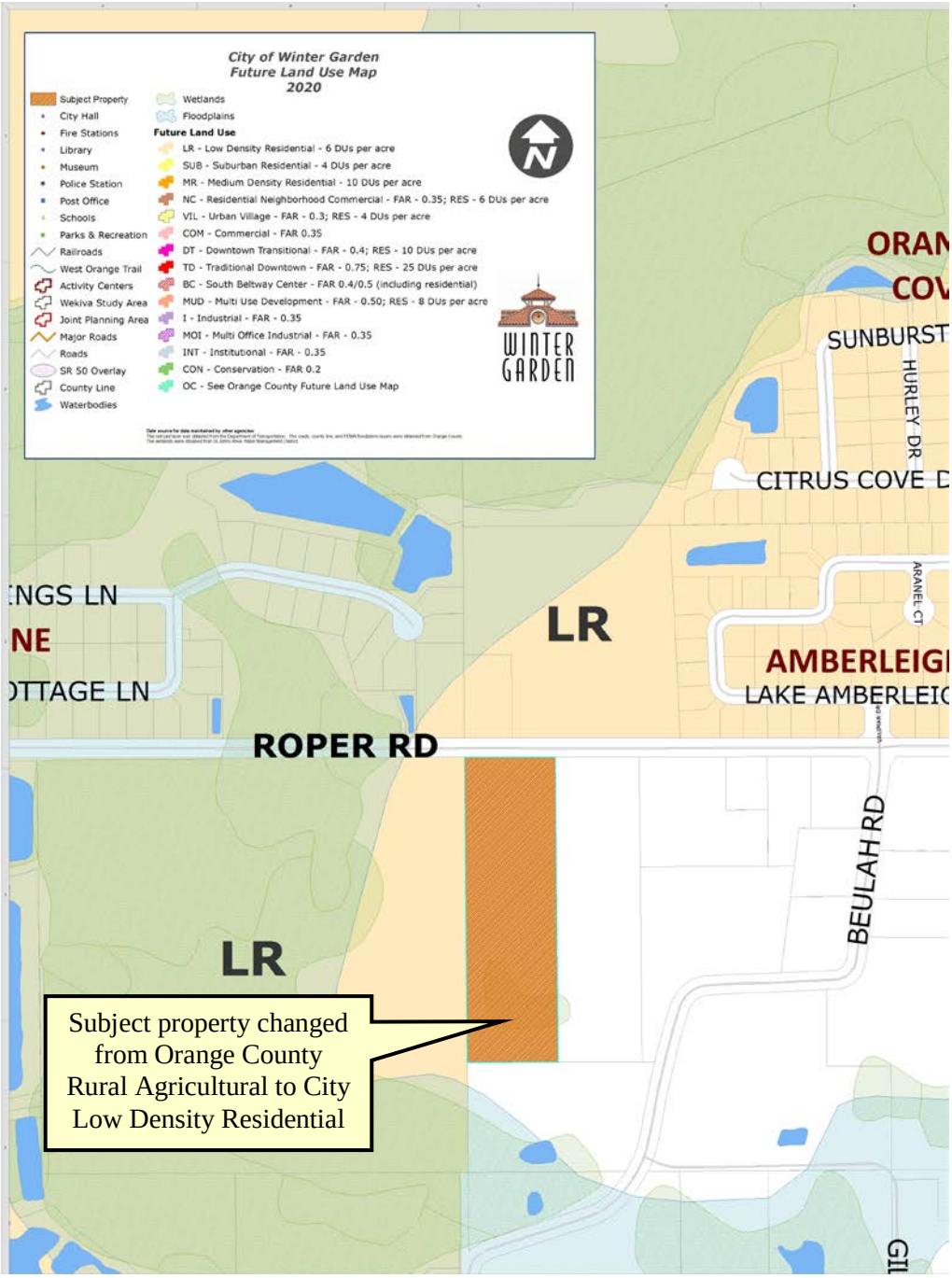
City Staff recommends approval of the proposed Ordinances. Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City of Winter Garden's Comprehensive Plan to eliminate enclaves. The future development of the property will be reviewed by staff and the board to ensure consistency with the surrounding area.

MAPS

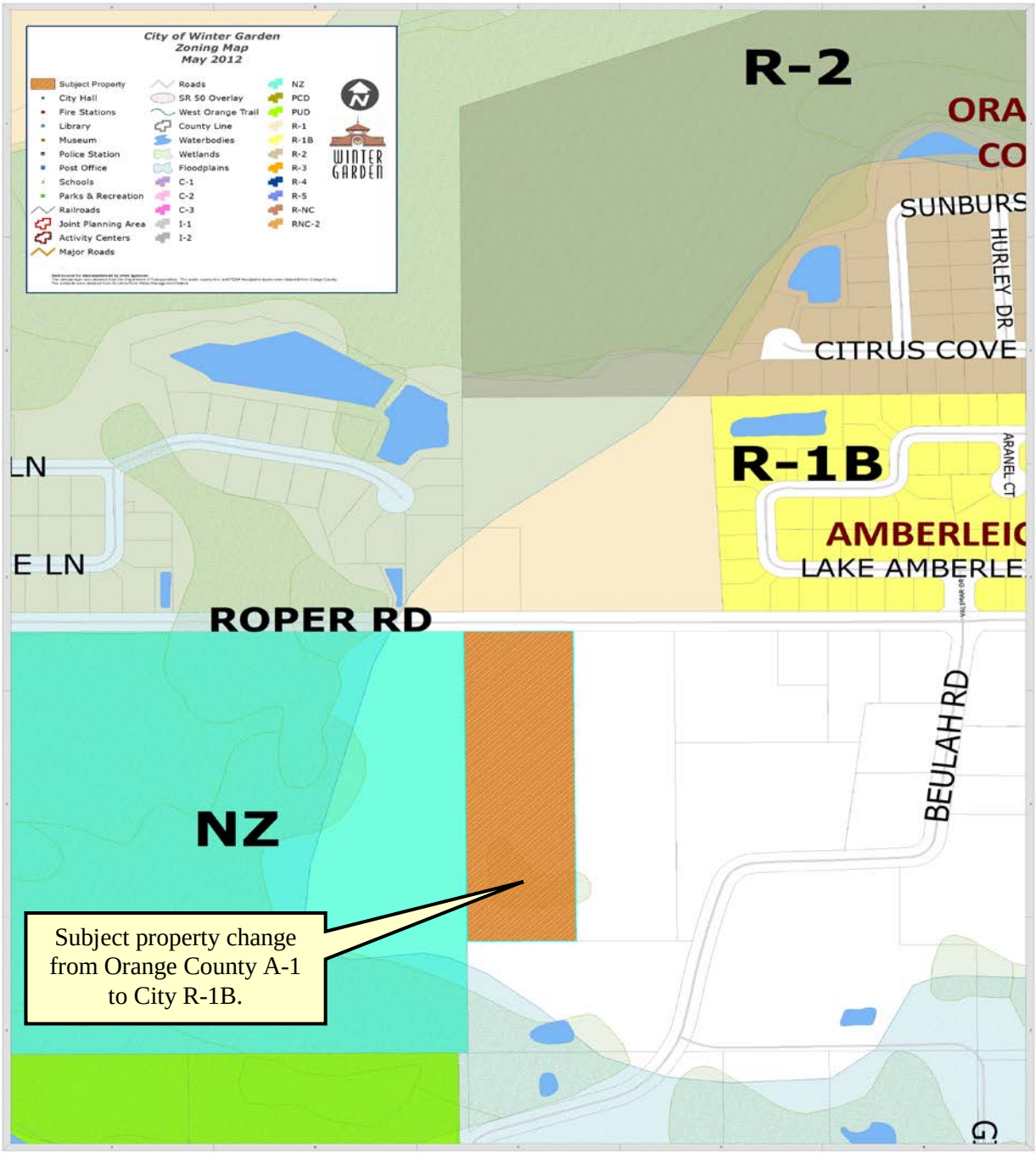
AERIAL PHOTO

12902 Roper Road

FUTURE LAND USE MAP
12902 Roper Road



ZONING MAP
12902 Roper Road



END OF STAFF REPORT

THE CITY OF WINTER GARDEN

PLANNING AND ZONING BOARD AGENDA ITEM

ITEM # 9 (Public Hearing)

DATE: November 21, 2012 **MEETING DATE:** November 26, 2012

SUBJECT: Winter Garden Village at Fowler Groves (PCD & DO Amendment)
Ordinance 12-54 & Ordinance 12-55
PROJECT NAME **Florida Hospital Winter Garden**
PARCEL ID# 02-23-27-0000-00-025
35-22-27-9398-01-110
35-22-27-9398-00-002

ISSUE: Amending Section 2 of Ordinance 05-24 known as Winter Garden Village at Fowler Groves pertaining to development and permitted uses within the 54 +/- acre portion of the property identified as the Residential Tract by adding the permitted uses of Hospital and Ancillary Uses, Emergency Department and Medically Related Professional and Business Offices, Clinics and Laboratories on such tract. Amending the Development Order of the Winter Garden Village at Fowler Groves Development of Regional Impact (DRI).

SUPPLEMENTAL MATERIAL/ANALYSIS:

OWNER/APPLICANT: Fowler Groves, LLC, Sembler Winter Garden Partnership #1, Ltd., & Winter Garden Village at Fowler Groves Property Owners' Association, Inc. (owners)
Borron J. Owen, Jr., Esquire (applicant)

CURRENT ZONING: Planned Commercial Development (PCD)

PROPOSED ZONING: N/A

CURRENT FLU: South Beltway Center

PROPOSED FLU: N/A

SUMMARY

Applicant proposes to develop the subject properties for a 200 bed hospital facility (up to 460,000 square feet) and 200,000 square feet of emergency department/medical office space.

STAFF RECOMMENDATION(S):

Staff recommends approval of or Ordinances 12-54 &12-55 subject to the conditions as identified in the attached staff report. The first City Commission hearing to consider the proposed Ordinances is scheduled for Tuesday, December 4, 2012.

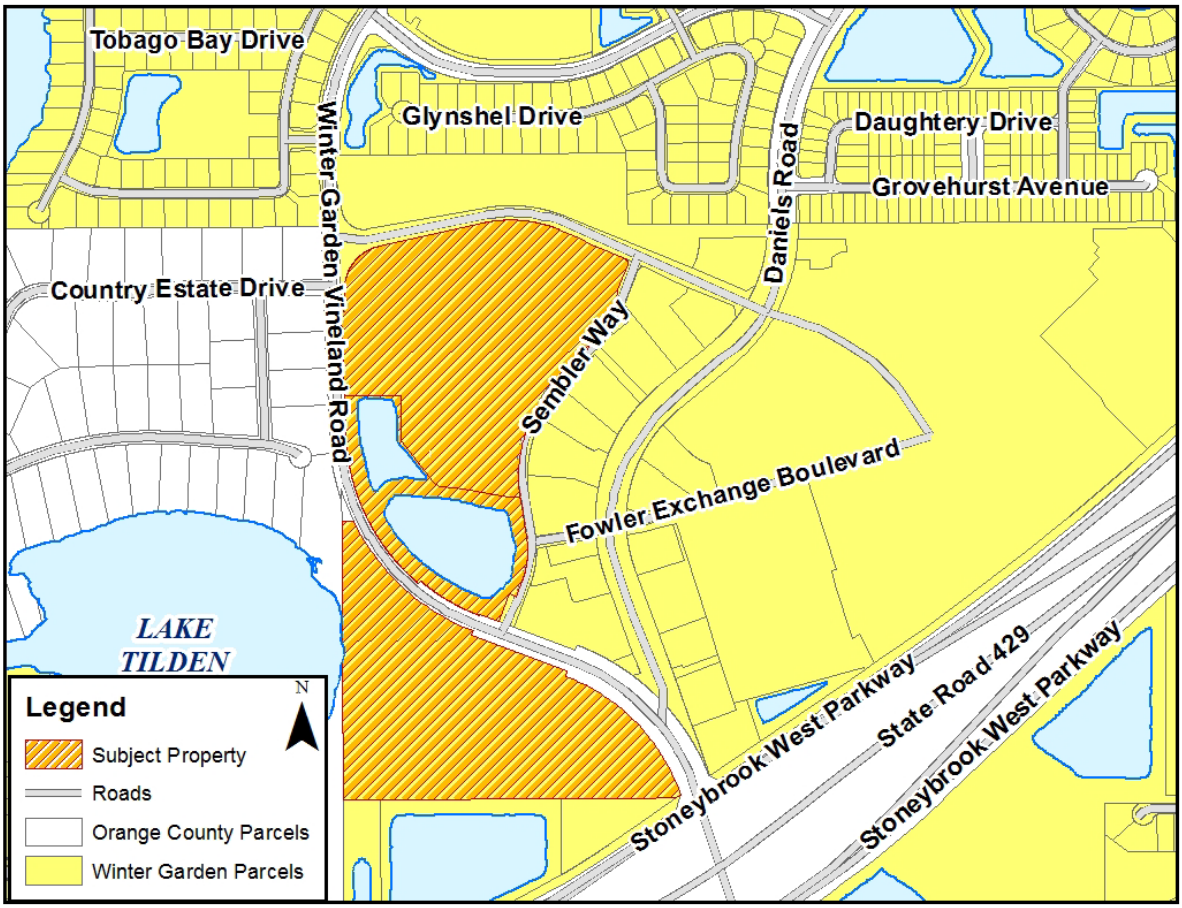
ATTACHMENT(S):

Location Map
Staff Report
Ordinance 12-54
Ordinance 12-55

LOCATION MAP

Florida Hospital Winter Garden

Parcel ID # 02-23-27-0000-00-025, 35-22-27-9398-01-110 & 35-22-27-9398-00-002



ORDINANCE 12-54

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING SECTION 2 OF ORDINANCE 05-24 GENERALLY KNOWN AS THE WINTER GARDEN VILLAGE AT FOWLER GROVES PCD PERTAINING TO DEVELOPMENT AND PERMITTED USES WITHIN THE 54 +/- ACRE PORTION OF THE 174.8 +/- ACRE PROPERTY GENERALLY LOCATED NORTH OF THE WESTERN BELTWAY AND EAST OF COUNTY ROAD 535 IDENTIFIED ON EXHIBIT "B" OF ORDINANCE 05-24 AS THE RESIDENTIAL TRACT; AMENDING THE PCD TO REMOVE THE RESIDENTIAL USES ON THE RESIDENTIAL TRACT AND ADDING THE PERMITTED USES OF HOSPITAL AND ANCILLARY USES, EMERGENCY DEPARTMENT AND MEDICALLY RELATED PROFESSIONAL AND BUSINESS OFFICES, CLINICS AND LABORATORIES FOR SUCH TRACT; PROVIDING CONDITIONS GOVERNING THE DEVELOPMENT OF SAID TRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sembler Winter Garden Partnership #1, Ltd., a Florida limited partnership, ("Sembler") is the owner of that certain real property located north of the western beltway (State Road 429) and east of County Road 535 in Winter Garden, Florida, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Sembler Property"); and

WHEREAS, Fowler Groves, LLC, a Florida limited liability company, ("Fowler") is the owner of that certain real property located north of the western beltway (State Road 429) and east and south of County Road 535 in Winter Garden, Florida, being more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Fowler Property"); and

WHEREAS, Winter Garden Village at Fowler Groves Property Owners' Association, Inc., a Florida not-for-profit corporation, (the "POA") is the owner of that certain real property located north of the western beltway (State Road 429) and east of County Road 535 in Winter Garden, Florida, being more particularly described in **Exhibit "C"** attached hereto and incorporated herein by this reference (the "POA Property"); and

WHEREAS, Adventist Health System/Sunbelt, Inc., a Florida not-for-profit corporation, ("Florida Hospital") is the contract purchaser and developer of the Sembler Property and the Fowler Property, and is the developer of the POA Property; and

WHEREAS, Florida Hospital is authorized to act as agent for Sembler, Fowler and the POA (hereinafter sometimes collectively referred to as the "Owners") in connection with obtaining necessary approvals and permits for developing the Sembler Property, the Fowler

Property and the POA Property (hereinafter sometimes collectively referred to as the "Hospital Property"), as the Hospital Property is depicted in **Sheets "PCD-2" and "PCD-3"** included within **Exhibit "D"** attached hereto and incorporated herein by this reference; and

WHEREAS, on September 7, 2005, the City Commission of the City of Winter Garden (the "City") approved Ordinance 05-24 which rezoned, among other property, the Sembler Property and the POA Property from R-1 to PCD and provided for certain PCD requirements; and

WHEREAS, on April 18, 2006, by Ordinance 06-11, the City Commission of the City amended Ordinance 05-24 by amending the hours of operation as to certain businesses; and

WHEREAS, Florida Hospital intends to develop a hospital, with ancillary uses, and a medical health care facility, consisting of up to 200 hospital beds, with ancillary uses, (up to a maximum of 460,000 square feet, subject to the terms and provisions of this Ordinance), an Emergency Department up to a maximum of 30,000 square feet in the first phase (Phase A) of development on the Hospital Property, and up to 200,000 square feet of medical office on the Hospital Property (the "Hospital Project"); and

WHEREAS, Sembler, the POA and Florida Hospital now desire to further amend Ordinance 05-24 and Ordinance 06-11 in order to facilitate construction of the Hospital Project; and

WHEREAS, Fowler and Florida Hospital now desire to include the Fowler Property in this Ordinance as off-site support for the Hospital Project in the form of stormwater retention and signage in order to facilitate construction and development of the Hospital Project, and to support and accommodate all users of the existing stormwater retention pond system on the POA Property after such stormwater retention pond system is relocated from the POA Property onto the Fowler Property; and

WHEREAS, after public notice and due consideration of public comment, review by the City staff and the Planning and Zoning Board, the City Commission of the City hereby finds and declares the adoption of this Ordinance is appropriate; now, therefore,

BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:

SECTION 1. AUTHORITY. The City Commission of the City of Winter Garden has the authority to adopt this Ordinance pursuant to Chapter 166, Florida Statutes.

SECTION 2. AMENDMENT. The City hereby amends Ordinance 05-24 as amended by Ordinance 06-11 as set forth in this Ordinance, and declares that development of the Hospital Property shall be governed by this Ordinance, except as may be otherwise specifically provided in this Ordinance. SECTION 2 of Ordinance 05-24 is hereby amended to: (i) delete the permitted residential use and density set forth in subsection c. 18; (ii) delete the reference to "350 residential units" from subsection f; and (iii) delete all other references to residential development on the Residential Tract and within Phase 1 of the Property.

SECTION 3. FOWLER PROPERTY. The City hereby includes the Fowler Property in this Ordinance as off-site support for the Hospital Project. As part of Phase A of the Hospital Project, as hereafter defined in **Exhibit "D"**, the existing stormwater ponds on the POA Property shall be relocated onto the Fowler Property, at Florida Hospital's sole cost and expense, and the POA Property shall be developable as part of the Hospital Project. The new stormwater retention pond system on the Fowler Property shall provide support for the Hospital Project, and shall also be sized to support and accommodate all users of the existing stormwater retention pond system on the POA Property after such stormwater retention pond system is relocated from the POA Property onto the Fowler Property. Florida Hospital shall obtain the consent of all parties and governmental agencies and bodies that have the right to consent to the relocation of the existing stormwater ponds from the POA Property to the Fowler Property, and Florida Hospital shall provide and grant all users of the existing stormwater retention pond system on the POA Property permanent, perpetual, non-exclusive drainage easements connecting to, over, under, on and into the new stormwater retention pond system on the Fowler Property after it is constructed, and Florida Hospital shall have the responsibility and obligation to maintain and repair, at its sole cost and expense, such new stormwater retention pond system after it is constructed. Contemporaneous with the granting of the drainage easements by Florida Hospital, as aforesaid, the POA shall convey to Florida Hospital fee simple title to the POA Property. The Fowler Property may also be used for signage for the Hospital Project, subject to the signage standards set forth in this Ordinance and subject to approval by City staff. It is the intent of Florida Hospital to apply to the City, prior to any other development on the Fowler Property, for rezoning of the Fowler Property from City R-1 to PCD and for an amendment to the City's comprehensive plan to amend the future land use designation of the Fowler Property to be consistent with the PCD zoning. Any development on the Fowler Property approved in the future shall count towards the maximum amount of development allowed for the Hospital Project under this Ordinance. The City Commission finds that the development of a stormwater retention pond and drainage system on the Fowler Property is consistent with the Fowler Property's existing Low Density Residential comprehensive plan future land use designation and R-1 zoning designation. Notwithstanding the inclusion of the Fowler Property within the definition of the Hospital Property and as part of the Hospital Project, nothing in this Ordinance authorizes or grants any permitted uses, intensity or density of development for the Fowler Property other than for the development of a stormwater retention pond and supporting drainage system.

SECTION 4. CONDITIONS, PROVISIONS AND RESTRICTIONS. The development of the Hospital Property shall be subject to the following conditions, provisions and restrictions:

(1) **Applicability/Conflict -** All development of or within the Hospital Property shall comply with and is subject to the requirements set forth in this Ordinance, including, without limitation, the PCD Description and Design Standards set forth in **Exhibit "D"**. Unless specifically otherwise addressed in this Ordinance (including **Exhibit "D"**), all development on the Hospital Property must comply with the general development standards of Ordinance 05-24 as amended by Ordinance 06-11, the City's C-2 zoning district and the West State Road 50 Overlay requirements, whichever is more restrictive as determined by the Community Development Director. Notwithstanding anything to the contrary herein, all development of or

within the Hospital Property shall comply with and is subject to all requirements in the City Code, and ordinances, resolutions, and policies of the City. To the extent of any express conflicts between the express provisions of this Ordinance (including **Exhibit "D"**) pertaining to permitted uses, special exception uses, prohibited uses, floor area ratio, open space requirements, architectural design criteria, architectural review, height limitations, setbacks, landscaping buffers and signage, and the City Code and ordinances, resolutions, and policies of the City, including, without limitation, Ordinance 05-24 and Ordinance 06-11, the requirements set forth herein shall control to the extent of the conflict. It being the express intent of the City Commission that such City Code and ordinances, including, without limitation, Ordinance 05-24 and Ordinance 06-11, resolutions, and policies of the City shall address and control over other matters not expressly provided for in this Ordinance.

(2) **Intent** - This Ordinance is intended to provide flexibility in the development of the Hospital Property in order to provide for proper growth and to guide development and construction in an integrated approach in order to promote an enjoyable, aesthetically pleasing, pedestrian friendly, healing and economically thriving hospital and medical and health related facility.

(3) **Permitted Uses** - The following uses and structures are permitted on the Hospital Property (excluding the Fowler Property) (the "Permitted Uses"):

(a) Hospital, including ancillary uses. Subject to the terms and conditions set forth in **Exhibit "D"** attached hereto, ancillary uses must be contained within the buildings depicted in **Sheets "PCD-12"and "PCD-13"** attached to **Exhibit "D"** hereto. A use is ancillary to hospital use within the Hospital Project if:

(i) The use or service is included under the licensure of a hospital pursuant to Chapter 395, Florida Statutes; and/or

(ii) The use or service is restricted to persons currently either admitted to or registered with the hospital as inpatients or outpatients; and/or

(iii) The use or service provides for diagnosis and treatment of human disease including related educational functions.

Any uses or services which are part of the hospital's daily operation and maintenance, including, without limitation, administration, finance, human resources, support services and utility infrastructure such as elevators, chillers, maintenance shafts, stairwells and the like, are considered ancillary uses.

Ancillary uses as applied to the Hospital land use shall include, without limitation, the following:

a. Emergency Department expansion.
b. Pharmacy operated by Florida Hospital; not for retail to general public.
c. Chapel.
d. Gift shop.

e. Dining facilities.
f. Outpatient surgery center.
g. Outpatient departments operated by Florida Hospital, including, without limitation, radiology, oncology, diabetes, pain management, surgery and/or rehabilitation center.
h. Family practice clinic.
i. Home health care services provided to patients of Florida Hospital.
j. On-site day care facility used by Florida Hospital patients or employees.
k. Health care and wellness related education facilities.
l. Wellness center.
m. Outpatient/ambulatory surgical center with recovery beds for up to 72 hours.
n. Therapy or treatment center.
o. Other facilities and uses may be determined by the City to be ancillary uses based on a case-by-case assessment as may be approved by the City's Development Review Committee ("DRC").

Professional/medical office space and any other space leased exclusively to private physicians not employed by Florida Hospital would not meet this definition of ancillary use.

As medical technology and practice changes, it is contemplated that these ancillary uses may be amended from time to time by the City's DRC to clarify other proposed uses which may be considered ancillary to a hospital use.

(b) Stand-alone Emergency Department providing emergency medical services.

(c) Medically related professional and business offices, clinics, and laboratories.

(d) Helicopter landing site.

(e) Stormwater and aesthetic pond(s).

(f) Parking structure, subject to the location restrictions set forth in **Exhibit "D"**.

(g) Any other hospital, health care or medically related use that, in the administrative judgment of the City Planning Director, is consistent in terms of impact, use, and compatibility with the foregoing permitted uses included in this subsection and that will not detract from the character of the Hospital Project, and that, further, is in harmony with the spirit of this Ordinance.

(4) **Prohibited Uses** - Unless identified herein as a Permitted Use in this Ordinance, all other uses are prohibited.

(5) **Floor Area Ratio (FAR)** - The overall FAR for uses on the Hospital Property combined may not exceed 1.0.

(6) **Open Space Requirements** - The minimum open space requirement for the Hospital Project on the Hospital Property shall be 15%. Included and allowed within open space are dry stormwater ponds, landscaping areas, buffers, and landscaped islands in parking lots.

(7) **Maximum Size of Hospital Project** - Development of the Hospital Project shall not exceed a total of (i) 200 hospital beds, with ancillary uses as defined in this Ordinance, up to a maximum of 460,000 square feet, subject to the terms and provisions of this Ordinance specifically subsection (16)(e) hereafter, (ii) a maximum of 30,000 square feet for stand-alone Emergency Department land use in Phase A of the Hospital Project; and (iii) 200,000 square feet of medical office. In order to be consistent with the Second Amendment, as hereafter defined, and the Development Order defined therein, all references to "square feet" in this Ordinance, except in the case of signage, shall mean "square feet of gross leasable area" (GLA). This development program does not exceed the DRI Phase 1 trip generation thresholds prescribed in Section III.14 of the Development Order, based on standards from the Institute of Transportation Engineers (ITE) Trip Generation Report (8th Edition) and the analysis and results of the Florida Hospital-Fowler Groves Transportation Evaluation Report (August, 2012).

(8) **Development Plan** - Prior to the issuance of any permit for development on the Hospital Property, a Development Plan must be approved in accordance with the requirements of Division 3 of Article V of Chapter 118 of the City Code. Pursuant to section 118-992, no major change shall be made in the final development plan without the approval of the Planning and Zoning Board. "Major change" for purposes of this Ordinance shall include but is not limited to:

A. A change which would include a land use not previously permitted under the approved Development Plan;

B. A change which would alter a permitted land use type adjacent to a property boundary, except when it is a reduction in the density;

C. A change which would increase the land use intensity within any development phase without a corresponding decrease in some other portion of the overall Planned Commercial Development; or

D. An amendment to the phasing which would propose a land use in advance of the development it was designed to support.

The determination of a major change shall be made by the City Planning Director or his/her designee. Any appeal of that determination may be made by Florida Hospital in accordance with Division 5, Article II of Chapter 118 of the City Code. A minor change may be approved by letter from the City Planning Director.

(9) **Final Plat** - Prior to the issuance of any certificate of occupancy for any building on the Hospital Property, a final plat must be approved in accordance with the requirements of the Code. It shall be a condition precedent to any development of the Hospital Property, prior to final plat approval, that a hold harmless agreement be executed.

(10) **Site Plan Approval** - All development of individual buildings must be approved in accordance with site plan procedures set forth in the Code. Subject to (a) the City Code requirements and requirements imposed by the Planning and Zoning Board and the City Commission, if any, and (b) City staff requirements at time of site plan approval for the individual buildings, the respective site plans shall substantially and materially conform with the

approved site plan. Modifications to the site plan necessary to accommodate the requirements of any future agreement between the City and Florida Hospital pertaining to the Hospital Property (or any individual building) shall be approved subject to the City Code, this Ordinance, Planning and Zoning Board, City Commission and City Staff requirements, if any. Approval of any site plan does not constitute approval of construction, building or other plans or of the preliminary or final plat.

(11) **Local Development Approvals and Permits** - This Ordinance does not require the City to issue any permit or approval for development, construction, subdivision site plan, final plat, comprehensive plan amendments, building permit or other matter by the City relating to the Hospital Property or the Hospital Project or any portion thereof. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures with respect to same as otherwise set forth in the City's Land Development Code and subject to this Ordinance.

(12) **Development Order** - The Hospital Property is subject to a Development Order issued in conjunction with a development of regional impact application for development approval for the Hospital Property. Contemporaneous with the approval of this Ordinance, Florida Hospital is seeking approval of a Second Amendment to City of Winter Garden Development Order for Winter Garden Village at Fowler Groves (the "Second Amendment") that will permit and facilitate development of the Hospital Project on the Hospital Property.

(13) **Architectural Design Criteria/Architectural Review** - Due to the inability for Florida Hospital to submit detailed architectural renderings and standards as part of this Ordinance, Florida Hospital has agreed, as a condition of City approval of this Ordinance, to give the City final discretionary review and approval authority over all external architectural styles and features of the proposed buildings and structures in each phase of the Hospital Project. As part of the site plan approval process for each phase and prior to applying for building permits and the construction of buildings and structures for each phase of the Hospital Project, Florida Hospital shall submit detailed architectural renderings and standards to the City for review and comment, and obtain City Commission approval of the exterior architecture of the proposed buildings and structures within each phase of development. Elevations of all four (4) exposures of each building and structure must be provided to the City for review and approval. The exterior architecture of the Hospital Project buildings and structures, shall, as determined by the City Commission, be complimentary to the architectural character of the existing development within the Winter Garden Village at Fowler Groves PCD, and shall be consistent with the level of quality of Florida Hospital's Celebration Health hospital located in Celebration, Florida, a photograph of which is depicted on **Sheet "PCD-15"** attached as part of **Exhibit "D"**. The Development Review Committee (DRC) will review architectural renderings and standards submitted and make comments and recommendations to the City Commission. The City Commission shall have final discretion to approve, approve with conditions or deny proposed exterior architectural renderings and standards proposed for each phase of the Hospital Project. The architectural standards and illustrations provided in **Exhibit "D"** are intended to identify examples of the level of quality of architectural design to be achieved, subject to the approval of the City; but such do not affect or limit the City Commission's discretion to approve or deny architectural renderings and standards for the Hospital Project. Variation in the actual design are expected and may be allowed so long as the same level of durability, quality, and design appeal

are achieved and variations are approved by the City. All improvements must be constructed in accordance with detailed plans and specifications prepared by licensed architects or licensed engineers that receive approval from the City and in compliance with all applicable statutes, ordinances and regulations.

(14) **Hospital/Medical Signage** – All signs must comply with the standards set forth in **Exhibit "D"**. The standards and illustrations provided in **Exhibit "D"** are intended to set the level of quality to be achieved. Any sign placement that impacts landscape material in a landscape buffer area will require adjustment or enlargement of the landscape buffer area to ensure that all buffer requirements are met and maintained. Variation in the actual design are expected and may be allowed so long as the same level of durability, quality, and design appeal are achieved and variations are approved by the City Planning Director.

(15) **Height –** The maximum number of stories and maximum height of all Hospital Project buildings shall comply with the maximum number of stories and height standards set forth in **Sheet "PCD-4"** attached as part of **Exhibit "D"**. The number of stories and height set forth in the Development Standards of **Sheet "PCD-4"** are maximum allowable for each Zone (1, 2a, 2b, 2c and 2d) within the Hospital Project.

(16) **Staff Conditions** - Development of the Hospital Property shall be subject to resolution, to the satisfaction of the City's DRC, of the following conditions:

(a) The Developer shall obtain all required department approvals.

(b) The landscaping on the Hospital Property shall be consistent in type, quality and quantity with the landscaping standards set forth in **Exhibit "D"**. A right-of-way landscaping maintenance agreement approved by the City shall be entered into by Florida Hospital prior to the issuance of any certificate of occupancy for the Hospital Project providing for, inter alia, the maintenance of landscaping and other improvements within public rights-of-way at Florida Hospital's sole cost. Florida Hospital, at its sole expense, will supplement the landscaping between the Hospital Property and the Bay Isle subdivision by installing landscaping on Bay Isle subdivision common property and/or CR 535 right-of-way to create a visual buffer between the two developments. Such landscaping installation shall be subject to approval by the owners of the property and/or right-of-way where the landscaping is to be planted (e.g. homeowner's association of Bay Isle subdivision and the City).

(c) **Sheet "PCD-8B"** attached to **Exhibit "D"** hereto depicts the wall, sound barriers, and landscape buffers that are to be installed in the north stormwater retention pond area (across Fowler Groves Boulevard from the Sembler Property) as part of Phase A of the Hospital Project. Florida Hospital shall be responsible for maintaining all landscaping in this area pursuant to a separate agreement with the POA.

(d) As a requirement of site plan approval for each individual building,

specific pedestrian pathways must be identified. These pathways must be safe, attractive, and predominantly under shade. **Sheet "PCD-8A"** attached to **Exhibit "D"** hereto is the Landscape Pedestrian Walk Details that depicts a pedestrian/circulation plan which provides for safe and adequate pedestrian circulation and access from the parking areas to the facility entry points on site.

(e) The maximum size of the Hospital land use, including all ancillary uses, will be 200 hospital beds contained within a maximum gross leasable area of 460,000 square feet based on 2,300 square feet per hospital bed actually permitted; provided, however, if construction of all of the hospital beds does not occur at one time, the square footage per hospital bed may be higher initially, because of the facilities and services required for a functioning hospital; further, provided, notwithstanding the foregoing, the maximum size of the Hospital land use, including all ancillary uses, may not exceed the following maximum sizes at the stated increments (references to beds means permitted beds):

Number of Hospital Beds	*Additional Sq. Ft. Increment*	*Total Maximum Sq. Ft.*
50	150,000	150,000
100	115,000	265,000
150	115,000	380,000
200	80,000	460,000

In the event the number of permitted hospital beds at any given time is between the above stated increments, the maximum size will be the square footage of the lower increment plus 2,300 square feet per permitted bed. For example, in the case of a 120 bed hospital, the maximum size will be 311,000 square feet (265,000 square feet for 100 hospital beds, plus 46,000 square feet for 20 hospital beds at 2,300 square feet per bed.)

(f) **Sheets "PCD-12"and "PCD-13"** attached to **Exhibit "D"** hereto depict service and delivery access points into the Hospital Project off of Sembler Way. All service and delivery vehicles from the south should enter the Hospital Project directly into the southern access point off Sembler Way, and all service and delivery vehicles from the north should enter the Hospital Project directly into the northern access point off Sembler Way. As depicted in **Sheets "PCD-12"and "PCD-13"**, the southern access point and the northern access point off Sembler Way should be connected to the rear delivery area by internal driveways.

(g) Florida Hospital and the City shall enter into a transportation improvements agreement providing for the following (the transportation

improvements agreement referred to herein is attached hereto as **Exhibit "E"** to this Ordinance):

1. Phase A of the Hospital Project (for purposes of this subsection (g) only, the "Emergency Department/Medical Office Phase") will consist of an emergency department containing approximately 25,000 to 30,000 square feet, and approximately 50,000 to 60,000 square feet of medical office. Phase B of the Hospital Project will include (i) medical office (for purposes of this subsection (g) only, the "Medical Office Phase") that will consist of the balance of the medical office (approximately 140,000 to 150,000 square feet), and (ii) hospital beds (for purposes of this subsection (g) only, the "Hospital Phase") that will consist of the hospital facility. The Emergency Department/Medical Office Phase will occur first, but the Medical Office Phase and the Hospital Phase could occur simultaneously, or one before the other, but not necessarily in any particular order.

2. The following road improvements will be required to be constructed by Florida Hospital as part of the Emergency Department/Medical Office Phase and are conceptually depicted in **Sheets "PCD-19-22"** attached to **Exhibit "D"**:

a. Widen Fowler Groves Boulevard to 4-lanes (11' wide lanes) from the main entrance of the Hospital Project to Daniels Road, and include a new dedicated eastbound right turn lane at Daniels Road. Unused travel and turn lanes will be "striped out", leaving a single left turn into the Hospital Project and a single right turn out of the Hospital Project. A directional median will prevent left turns out of the Hospital Project. **Sheet "PCD-19"** attached to **Exhibit "D"** hereto depicts the Fowler Groves Boulevard entry improvements into the Hospital Project.

b. Extend the northbound left turn lane at the mall entrance and Daniels Road (Hess Station) (**Sheet "PCD-21"** attached to **Exhibit "D"**)

c. Extend the northbound left turn lane at Daniels Road and Fowler Groves Boulevard (**Sheet "PCD-20"** attached to **Exhibit "D"**).

3. The following road improvements will be required as part of the Hospital Phase, but may be required as part of the Medical Office Phase, if the Medical Office Phase occurs prior in time to the Hospital Phase, as determined by the City during its site plan review of the Medical Office Phase and are conceptually depicted in **Sheets "PCD-19-23"** attached to **Exhibit "D"**:

a. Provide a second northbound left turn lane at Daniels Road and Fowler Groves Boulevard (**Sheet "PCD-20"** attached to **Exhibit "D"**).

b. Provide a traffic signal at the main hospital entrance and Fowler Groves Boulevard (**Sheet "PCD-19"** attached to **Exhibit "D"**) and remove striping so that there are two lanes entering the Hospital Project.

c. Provide a right turn only exit onto CR535 on the south of the Hospital Project to the west of the existing lift station (**Sheet "PCD-22"** attached to **Exhibit "D"**).

4. The following road improvements will be required as part of the Hospital Phase:

a. Widen CR535/Daniels Road to six lanes from south of Stoneybrook West Parkway (South) to north of Stoneybrook West Parkway (North), including an additional lane on the northbound on-ramp onto SR 429 and appropriate traffic signage (**Sheet "PCD-23"** attached to **Exhibit "D"**). The improvements described in this subsection (g) 4. a. are to be constructed by the City, at Florida Hospital's expense.

5. On or before December 31, 2012, Florida Hospital shall execute and deliver to the City the transportation improvements agreement along with all necessary joinders and consents from appropriate parties (e.g. POA and any party with an ownership interest in the Hospital Property) and a joinder, consent and subordination from any mortgagee with a mortgage lien on the Hospital Property.

(17) **Utilities and equipment** - All on-site utilities must be underground. All utility equipment (i.e., transformers, etc.) must be well screened per PCD Ordinance 05-24 and the Development Order.

(18) **Amendments** - Amendments to this Ordinance will be achieved by ordinance of the City Commission.

(19) **Hours of Operation** - The hours of operation for the Hospital Project shall be restricted to the following:

- Hospital and Emergency Department- 24 hours a day

- Non-hospital medical and professional offices - 7:00 a.m. to 11:00 p.m. daily.

- Loading Dock Activity - No loading dock activities or truck deliveries, including semi-tractor trailer deliveries, large truck service, and garbage collection, shall occur between 10:00 p.m. and 7:00 a.m. daily.

SECTION 5. Effective Date. This Ordinance shall become effective upon its approval by the City Commission.

SECTION 6. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Commission declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, despite the fact that any one or more of such section, subsection, sentence, clause, phrase, or portion thereof would be declared invalid or unconstitutional.

READ FIRST TIME AND PUBLIC HEARING HELD: December 4, 2012.

READ SECOND TIME AND PUBLIC HEARING HELD: December 19, 2012.

PASSED AND ORDAINED this 19th day of December, 2012, by the City Commission of the City of Winter Garden, Florida.

_____
John Rees, Mayor-Commissioner

ATTEST:

_____
Kathy Golden, City Clerk

EXHIBIT "A"

(Sembler Property)

Lot 11, Block 1, Winter Garden Village at Fowler Groves, according to the plat thereof recorded in Plat Book 69, Pages 82 through 86, inclusive, of the Public Records of Orange County, Florida.

Containing 24.349 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

<u>EXHIBIT "B"</u>

(Fowler Property)

That pert of the North half of the Northwest ¼ of Section 2, Township 23 South, Range 27 East, Orange County, Florida, lying Southerly and Westerly of Winter Garden-Vineland Road (CR 535); LESS that part thereof lying within Right of Way "H", Bike Trail, as described in Order of Taking recorded in Official Record Book 6084, Page 2829, and Stipulated Final Judgment recorded in Official Records Book 6920, Page 2493, of the Public Records of Orange County, Florida.

EXHIBIT "C"

(POA Property)

Tract B, Block 1, WINTER GARDEN VILLAGE AT FOWLER GROVES, as recorded in Plat Book 69, Pages 82 through 86 of the Public Records of Orange County, Florida.

Containing 10.006 acres more or less and being subject to any rights-of-way, restrictions and easements or record.

EXHIBIT "D"

PCD DESCRIPTION AND DESIGN STANDARDS FOR THE HOSPITAL/MEDICAL OFFICE TRACT

1. ***Development Program*** – The Hospital Project may contain up to 200 hospital beds, with ancillary uses, (maximum of 460,000 square feet subject to the terms and provisions of this Ordinance), an Emergency Department (maximum of 30,000 square feet in Phase A) and 200,000 square feet of medical office. All references to **"Sheet"** or **"Sheets"** herein refer to the Sheets attached to this **Exhibit "D"**.

It is intended that Phase A of the Hospital Project will include an Emergency Department and imaging department of approximately 25,000 to 30,000 square feet, and medical office of approximately 50,000 to 60,000 square feet, along with a helicopter landing pad, service facilities and mechanical equipment. Phase A also includes relocation of the existing stormwater ponds from the POA Property onto the Fowler Property. A conceptual site plan of Phase A is provided as **Sheet "PCD-12"** to demonstrate the general location and orientation of the building, helicopter pad, relocated stormwater ponds, internal drives, and parking areas. Actual locations and orientations may vary during subsequent reviews and approvals by City staff consistent with City codes and procedures. **Sheet "PCD-12"** is not intended to constitute the approved Development Plan, nor an approved final site plan. **Sheet "PCD-12"** does not take into full account the requirements for drainage, stormwater retention, grading, utility easements, rights-of-way, Agency for Health Care Administration (AHCA) and other matters that can affect the layout of the Development Plan and the final site plan. The Development Plan and final site plan shall be processed in accordance with City Code.

It is intended that Phase B of the Hospital Project will include a hospital bed tower containing up to 200 hospital beds, with space for ancillary uses, subject to the terms and provisions of this Ordinance, along with additional medical office of approximately 140,000 to 150,000 square feet. A conceptual site plan of Phase B of the Hospital Project and a conceptual site plan of the Hospital Project at full buildout is provided as **Sheet "PCD-13"** to demonstrate the general location and orientation of the buildings, helicopter pad, relocated stormwater ponds, internal drives, and parking areas. Actual locations and orientations may vary during subsequent reviews and approvals by City staff consistent with City codes and procedures. **Sheet "PCD-13"** is not intended to constitute the approved Development Plan, nor an approved final site plan. **Sheet "PCD-13"** does not take into full account the requirements for drainage, stormwater retention, grading, utility easements, rights-of-way, Agency for Health Care Administration (AHCA) and other matters that can affect the layout of the Development Plan and the final site plan. The Development Plan and final site plan shall be processed in accordance with City Code.

2. ***Medical Architecture*** — A consistent and compatible architectural standard shall be applied to all buildings for each use. The intent is to plan for buildings with the same uses that are compatible with, but not necessarily identical to each other throughout the Hospital Project. The materials, colors, finishes and degree of architectural details depicted in the Phase A Conceptual Rendering (see **Sheets "PCD-15 – PCD-17"**) are conceptually representative of the

theme and the level of quality to be achieved; but such does not affect or limit the City Commission's discretion to approve or deny architectural renderings and standards for the Hospital Project as set forth in SECTION 4(13) of Ordinance 12-54. All drawings, conceptual designs, perspectives, and figures are tentative and conceptual, subject to change as may be directed by the architect or Florida Hospital, and further subject to the approval of the City as set forth in SECTION 4(13) of Ordinance 12-54.

Buildings shall be designed to avoid large, uninterrupted facades. Window and door openings, varied façade setbacks, material variation, a palette of colors, a variety of roof heights, special features, parapets, cornices, canopies, banding, and other architectural embellishments and details will be used.

A principal intent of the design guidelines is to promote architectural features that recognize a human scale and establish a healing environment. Thus, no walls shall have a blank, uninterrupted façade that exceeds the following lengths, determined by area of the building footprint:

Square Footage of Building	Maximum Length of Blank Wall
0 – 5,000 SF	5 Feet
5,001- 10,000 SF	10 Feet
10,001 – 40,000 SF	20 Feet
Above 40,000 SF	60 Feet

Blank walls shall not exceed these lengths without at least two of the following:

- Cornices
- Soffit projections
- Pilasters
- Columns
- Canopies
- Arcades
- Colonnades
- Variation in color, texture or material pattern
- Windows or window frames (opaque, translucent, or transparent)
- Wall landscaping (e.g. trellises with vines)
- Planters
- Doors

Additional standards shall apply to building main entry facades. They shall have both windows and doors, and windows must be no less than three feet in height. The bottom edge of windows shall be no higher than six feet from the base of the wall. These windows and doors may be transparent or opaque, and shall occupy no less than fifteen percent of the horizontal

length of the wall along the main entry façade. The minimum amount of door and window frontage shall vary with the size of the building floor area as follows:

Square Footage of Building	Minimum Amount of Windows and Doors
0 -10,000 SF	60%
10,001 – 20,000 SF	50%
20,001 – 30,000 SF	40%
50,001 – 100,000 SF	25%
Over 100,000 SF	15%

The architectural treatment of all sides of buildings facing neighboring properties, public roads, pedestrian ways, vehicular drives, parking areas, and public spaces must be compatible with the design theme applied to the main façade of each building.

All building support equipment such as transformers, chillers, condensers, cooling towers, meters, dumpsters, compactors, backflow preventers, pumps, utility fences, vents and grilles shall be screened from adjacent views in a manner consistent with the architecture of each building. Service areas and outdoor storage areas must also be screened from public view through architectural features and/or landscaping as described hereafter. Oxygen tanks shall be screened according to the requirements of the Agency for Health Care Administration of the State of Florida.

Construction of buildings shall be in accordance with the rules, regulations, and policies of the Florida Building Code and City Code.

3. ***Building Massing and Heights/General Hospital Project Data*** — Set forth in **Sheet "PCD-4"** are building height limitations and building zones within the Hospital Project. Set forth in **Sheet "PCD-5"** is general data for the Hospital Project, including, without limitation, development standards, development program, buffer locations, signage locations, utilities information, and other data specific for the Hospital Project.

SAFETY AND CIRCULATION

4. ***Parking*** — On-site parking will be provided for all uses. A minimum of 2.5 parking spaces for each hospital bed concerning the Hospital land use, and a minimum of 4 parking spaces (but not to exceed 5 spaces) per 1,000 square feet of gross floor area of the Emergency Department constructed in Phase A and medically related professional and business offices, clinics, and laboratories shall be provided overall for the Hospital Project. Prior to Phase B, Florida Hospital and the City will review the parking needs of the Hospital Project and determine the number of parking spaces needed for the remainder of the Hospital Project. As

part of Phase B or the subsequent phase of development, Florida Hospital shall have the right to construct a parking structure in Zone 2c as identified in **Sheet "PCD-4"** attached as part of **Exhibit "D"**, provided that any such parking structure shall not extend west of the westernmost building, nor north of the southernmost building in the Hospital Project, and further provided that the architecture of the parking structure is reviewed and approved by the City in accordance with the provisions of SECTION 4(13) of Ordinance 12-54.

Parking spaces and aisles shall be sized and landscaped as indicated in the plans herein (see **Sheets "PCD-8", "PCD-12", and "PCD-13"**). The driveways and drive aisles depicted represent the general layout intended for the Hospital Project, and actual street and driveway locations and alignments may vary.

5. ***Pedestrian System*** — A quality hardscape and landscaped pedestrian walkway system will be provided to move pedestrians in a safe and convenient manner around the building perimeter walkways (building sidewalks), except where truck docks and other service functions occur. The building sidewalks will be a minimum of six (6) feet in width and lead to patient and visitor vehicular drop-off and entry points. At these points, the sidewalks will transition into a hardscape plaza associated with the building's entrance. Canopy trees will be provided along these connecting walkways at no more than fifty (50) foot intervals. In most places these connecting walkways will be adjacent to surface parking lots and/or driveways. In these instances, there will be a minimum five (5) foot wide landscape strip between the back of curb and the edge of the sidewalk.

6. ***Bicycle Facilities*** — Bicycle traffic will be accommodated in a bicycle-friendly environment, through the provision of bicycle access, bicycle wayfinding, bicycle connectivity and bicycle racks. A minimum of one (1) bicycle rack containing at least five (5) bicycle spaces will be provided near each main public building entrance.

LANDSCAPE AND BEAUTIFICATION

7. ***Landscape and Buffers*** — Landscape buffers shall be provided along most areas of the site perimeter and shall be as specified in the plans included herein. See **Sheet "PCD-5"** for a key map showing the locations of the buffers, and **Sheets "PCD-6, PCD-7 and PCD-8"** for illustrations of the various buffer types, which include typical landscape materials, sizes and quantities.

All buffers identified (i) as **E.2.1** on **Sheet "PCD-7"**, (ii) as **E2.2** on **Sheet "PCD-8"**, and (iii) on **"PCD-8B"** must be constructed before any certificate of occupancy is issued for any building in Phase A. All other buffers must be constructed before any Certificate of Occupancy is issued for any building in Phase A.

8. ***Signs*** – The number and height of signs to be allowed in the Hospital Project, and typical locations are specified in the Medical Use Sign Plan attached hereto as **Sheet "PCD-9"**. On-site directional signs shall be permitted in compliance with **Sheet "PCD-10"**.

A. **Building Mounted (Wall) Signs**

1. Hospital /Medical Buildings – One to Three Stories - < 50,000 square feet total – Maximum 50 square feet per building facade

- Maximum 100 square feet total whether 2 or more building facades.
- No lighted signs shall be permitted higher than 20 feet above adjacent grade on any walls facing and visible from the north and west within 300 feet of the Hospital Property boundary (those buildings closest to and facing Stonecrest, Bay Isle or Country Lakes Estates).
- Lighting where permitted: Letters and logo are lighted with LED to cast halo lighting onto building façade. Sign faces are opaque, but push through edge lighting is permitted as with the Florida Hospital logo icon to increase contrast. Flashing signs are prohibited. Exposed raceways or wires are prohibited.
- Location: Sign is placed at reasonable height to be seen by vehicular traffic at a distance, and at a lower height (less than 20 feet) at a building's entrance where patient drop-off or pick-up occurs.
- Sign proportions to be determined with physical building design.
- Logo and lettering included in square feet calculation.
- Typestyle: Logo and logo-type to follow Florida Hospital guidelines, where applicable. Non-Florida Hospital buildings may use tenant identity signs and colors.
- Basic Materials and Construction: Signs to be fabricated of aluminum (0.125" thick). Structural drawings to be approved and sealed by a state registered structural engineer.
- Mounting: Individual letters are mounted directly to the building face.
- Roof mounted signs are not permitted.

2. Hospital /Medical Buildings – One to Three Stories - > 50,000 square feet total – Maximum 100 square feet per building facade

- Maximum 200 square feet total whether 2 or more building facades.
- No lighted signs shall be permitted higher than 20 feet above adjacent grade on any walls facing and visible from the north and west within 300 feet of the Hospital Property boundary (those buildings closest to and facing Stonecrest, Bay Isle or Country Lake Estates).
- Lighting where permitted: Letters and logo are lighted with LED to cast halo lighting onto building façade. Sign faces are opaque, but push through edge lighting is permitted as with the Florida Hospital logo icon to increase contrast. Flashing signs are prohibited. Exposed raceways or wires are prohibited.
- Location: Sign is placed at reasonable height to be seen by vehicular traffic at a distance, and at a lower height (less than 20 feet) at a building's entrance where patient drop-off or pick-up occurs.
- Sign proportions to be determined with physical building design.
- Logo and lettering included in square feet calculation.
- Typestyle: Logo and logo-type to follow Florida Hospital guidelines, where applicable. Non-Florida Hospital buildings may use tenant identity signs and colors.
- Basic Materials and Construction: Signs to be fabricated of aluminum (0.125" thick). Structural drawings to be approved and sealed by a state registered structural engineer.

- Mounting: Individual letters are mounted directly to the building face.
- Roof mounted signs are not permitted.

3. Hospital/Medical Buildings – Four to Five Stories – Maximum 200 square feet per building facade

- Maximum 400 square feet total whether 2 or more building facades.
- No lighted signs shall be permitted higher than 20 feet above adjacent grade on any walls facing and visible from the north and west.
- Lighting where permitted: Letters and logo are lighted with LED to cast halo lighting onto building façade. Sign faces are opaque, but push through edge lighting is permitted as with the Florida Hospital logo icon to increase contrast. Flashing signs are prohibited. Exposed raceways or wires are prohibited.
- Location: Sign is placed at reasonable height to be seen by vehicular traffic at a distance, and at a lower height (less than 20 feet) at a building's entrance where patient drop-off or pick-up occurs.
- Sign proportions to be determined with physical building design.
- Logo and lettering included in square feet calculation.
- Typestyle: Logo and logo-type to follow Florida Hospital guidelines, where applicable. Non-Florida Hospital buildings may use tenant identity signs and colors.
- Basic Materials and Construction: Signs to be fabricated of aluminum (0.125" thick). Structural drawings to be approved and sealed by a state registered structural engineer.
- Mounting: Individual letters are mounted directly to the building face.
- Roof mounted signs are not permitted.

4. Hospital Bed Tower – Five to Seven Stories – Maximum 400 square feet per building facade

- Maximum 800 square feet total whether 2 or more building facades.
- No lighted signs shall be permitted higher than 20 feet above adjacent grade on any walls facing and visible from the north and west.
- Lighting where permitted: Letters and logo are lighted with LED to cast halo lighting onto building façade. Sign faces are opaque, but push through edge lighting is permitted as with the Florida Hospital logo icon to increase contrast. Flashing signs are prohibited. Exposed raceways or wires are prohibited.
- Location: Sign is placed at reasonable height to be seen by vehicular traffic at a distance, and at a lower height (less than 20 feet) at a building's entrance where patient drop-off or pick-up occurs.
- Sign proportions to be determined with physical building design.
- Logo and lettering included in square feet calculation.
- Typestyle: Logo and logo-type to follow Florida Hospital guidelines, where applicable. Non-Florida Hospital buildings may use tenant identity signs and colors.
- Basic Materials and Construction: Signs to be fabricated of aluminum (0.125" thick). Structural drawings to be approved and sealed by a state registered structural engineer.
- Mounting: Individual letters are mounted directly to the building face.

- Roof mounted signs are not permitted.

B. **Perimeter Signs** – All perimeter signs (i.e., signs located off of a building) must comply with **Sheets "PCD-10" and "PCD-11"**. All perimeter signs must be setback ten (10) feet from all rights-of-way and property lines. Notwithstanding the foregoing, all perimeter signs must be out of the triangle of visibility.

C. **Icon Sign** – The Hospital Project shall be allowed one (1) icon sign at the location depicted in **Sheets "PCD-5" and "PCD-9"**. The final design of the icon sign is subject to the approval of the City's DRC.

D. **Light Pole Sign Attachments –** Sign attachments for light poles shall be limited to those light poles which are located within the parking lots and internal primary circulation system. Light pole sign attachments may not be placed on light poles that are located adjacent to Winter Garden Vineland Road, Sembler Way and/or Fowler Groves Boulevard.

E. **Offsite Sign** – **Sheet "PCD-8B"** depicts an example of a permissible offsite sign that may be located on the south face of the buffer wall to be installed by Florida Hospital on the north retention pond property lying across Fowler Groves Boulevard from the Hospital Property. The maximum copy area in any offsite sign shall not exceed 100 square feet. The final location and design of any offsite sign is subject to the approval of the City's DRC.

INFRASTRUCTURE

9. ***Lighting*** – Street light design and specifications for the primary circulation system and parking lots will be determined with the Phase A building and site plan review. Each street light shall be spaced appropriately, and, as applicable, evenly between street trees, to provide adequate lighting levels to meet all governing requirements. Street lights may be installed with banner attachments, and any banners will be supplied, installed, maintained and replaced by Florida Hospital. All lighting of the Hospital Property shall comply with "Dark Skies" requirements as provided in the City Land Development Code.

Bollards shall be used to accent important architectural features such as building entrances or places of interest throughout the Hospital Project. The style of bollard shall vary based on the surrounding architectural designs or special uses. The exact style and specification of bollards shall be proposed by Florida Hospital through the site plan review process.

Where possible, above grade fixtures shall be utilized for ease of maintenance. The exact style and specification of landscape lighting shall be proposed by Florida Hospital through the site plan review process. All landscape area lighting shall comply with "Dark Skies" requirements as provided in the City Land Development Code.

Poles for light fixtures may have a light color that is consistent with the respective architecture. Parking lot lighting shall have a maximum of 34 feet pole height including the base structure. Lighting adjacent to residential areas shall be shielded and directed inward to the site

to avoid glare and direct views of the illumination from neighboring residences. Photometric lighting plans must be included with all Final Development Plans.

10. ***Utilities*** – All utility lines, including water, sewer, re-use, electrical, telephone, cable and gas, shall be underground. All utility equipment such as pull boxes, air conditioning equipment, transformers, back flow preventers, satellite dishes and other utility components, which reasonably cannot be located below ground, shall be located in inconspicuous locations and shall be adequately screened from any public right-of-way or adjacent property with architectural features and/or landscaping.

11. ***Stormwater Management Areas*** – Stormwater management areas, whether wet or dry, shall be designed, constructed and maintained as aesthetic features, with gradual side slopes (4:1), or with vertical retaining walls as described below, and with landscaping, and, if desired, aquatic plants. Underwater side slopes can be 2:1 or vertical with retaining walls. Retaining walls may be used in some areas. Hand rails or wrought iron type fencing may be allowed in those areas with retaining walls, where the City, or other agencies or Florida Hospital determine it to be needed for safety or security. Wood fences and chain-link fencing shall be not be allowed for retaining wall protection in stormwater areas. Perimeter planting of ponds shall be consistent with the landscape buffer standards herein.

12. ***Outdoor Storage*** — The outdoor storage of materials shall be prohibited except within properly screened areas as approved by DRC.

13. ***Service Areas*** — Loading docks, truck parking, outdoor storage, HVAC equipment, trash dumpsters, trash compaction, and other significant service equipment and functions shall be incorporated into the overall design of the building (consistent with the architectural design of the primary structures on the Hospital Property) and screened with compatible materials with the exterior wall of the main building (consistent with material and color of exterior walls of buildings, and containing architectural detail) or with landscaping. All dumpsters must be walled with masonry or pre-cast concrete walls, architecturally consistent with the main building (consistent with material and color of exterior walls of buildings, and containing architectural detail) and surrounded by landscaping, except on the access side. The service areas shall be screened on all sides, except for the access side, by some combination of opaque walls, fences and landscaping (without hindering safe access by service vehicles or City fire/life safety vehicles). Service and loading activities shall occur at the rear or side yard of the building. Screening and/or landscaping shall prevent direct views of loading areas from adjacent properties or from rights-of-way. Any wall should be one (1) foot higher than the largest object being screened, but not more than ten (10) feet high. Smaller service/utility facilities, such as backflow preventors, generators, transformers, and meters, may be screened solely with landscaping.

14. ***Service Hours and Access*** — No loading dock activities or truck deliveries, including semi-tractor trailer deliveries, large truck service, and garbage collection, shall occur between 10:00 p.m. and 7:00 a.m. daily. Florida Hospital shall establish policies and procedures to prohibit semi-tractor traffic on Fowler Groves Boulevard.

15. ***Loading Zones*** — Loading areas will be provided for loading and unloading of materials and merchandise, and will be located on the east side of the Hospital Property with access limited to Sembler Way. The number of loading spaces to be provided shall be determined at the time of site plan approval based on the needs of the specific uses to be served. Shared loading spaces may be utilized.

16. ***Fences*** — Chain link fences, barbed wire fences and wood fences are prohibited. Wrought iron type fencing and/or hand rails may be allowed with City approval, where needed for safety or security. Low level decorative fences/rails/partitions may be used to define outdoor seating/dining areas.

17. ***Ambulance*** — Florida Hospital shall establish policies and procedures to minimize the use of ambulance horns and sirens, and require that ambulance horns and sirens be silenced during the approach to the Hospital Project. Ambulances will not use sirens for hospital-to-hospital patient transports, but only for critical patients and only at intersections or as traffic requires. The entry points for ambulances into the Hospital Project shall be off of Sembler Way, away from the adjacent residential neighborhoods.

18. ***Helicopter*** — The helicopter will be used for patient transport only. Roof-top landings are prohibited. Florida Hospital will work with the Federal Aviation Administration to establish the helicopter flight path, which is anticipated to be along highway and commercial corridors away from the adjacent residential neighborhoods. The helicopter landing pad will be oriented away from the adjacent residential neighborhoods, as depicted in **Sheet "PCD-12"**.

Florida Hospital - Fowler Groves

Planned Commercial Development
City of Winter Garden, Florida
October 12, 2012

Revisions: October 19, 2012
October 26, 2012
November 9, 2012

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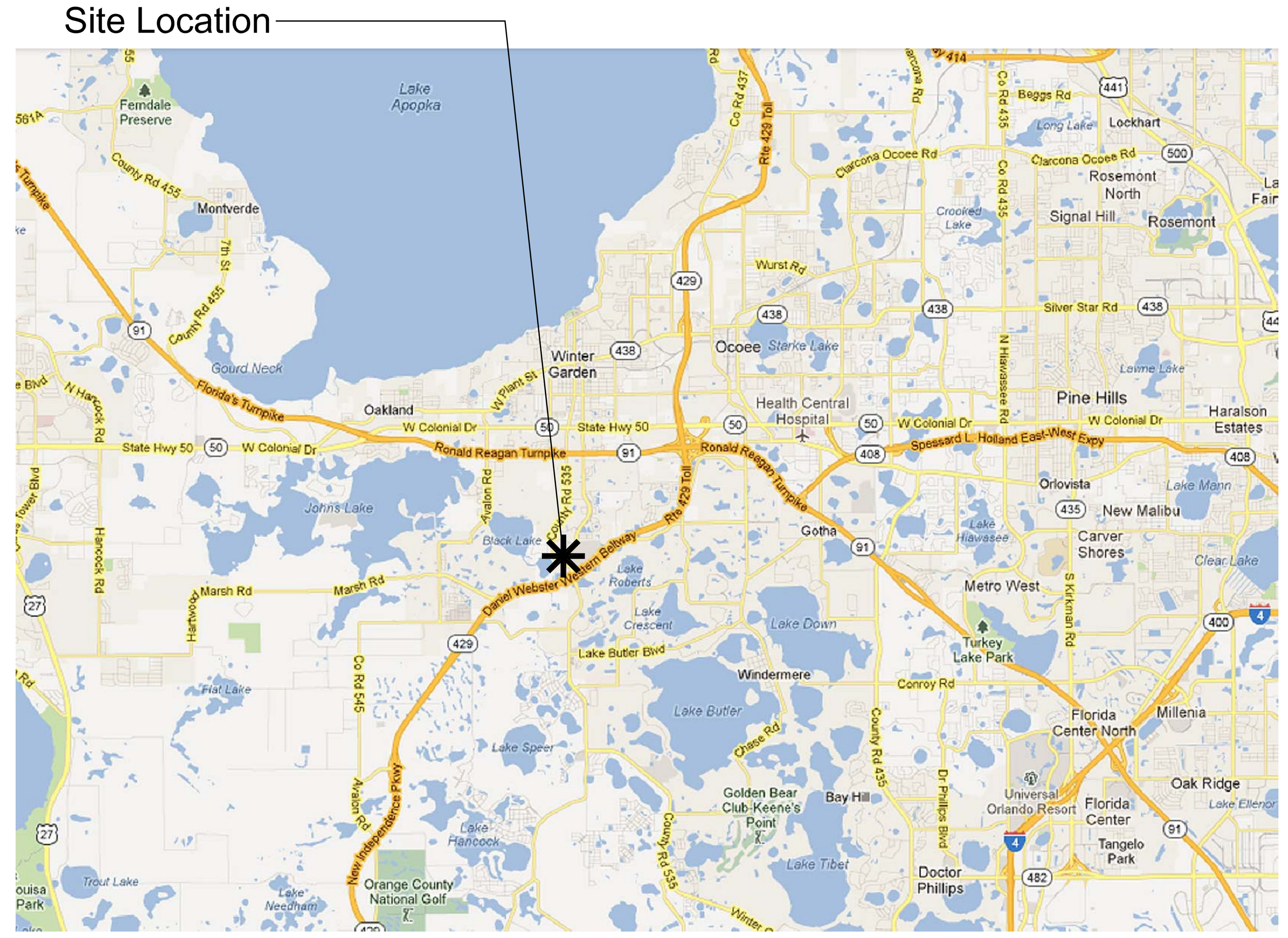
Site Location



North **Vicinity Map** (not to scale)

Ownership & Consultant Information

Owner

Parcel 1 - Fowler Parcel	Parcel 2 - Sembler Parcel	Parcel 3 - POA Parcel
Fowler Groves, LLC	Sembler Winter Garden Partnership #1, Ltd	Winter Garden Village at Fowler Groves Property Owner's Assocation, Inc.
P: (407) 467-7973	P: (727) 384-6000 ext 3043	P: (407) 656-1658
Steve Bekemeyer	Tom Hareas	John Carnesale

Applicant/ Legal Counsel	Surveyor & Civil Engineer	Planner	Traffic Engineer
Gray Robinson, P.A. 301 E. Pine Street Orlando, FL 32801	Donald W. McIntosh Associates, Inc. 2200 Park Avenue North Winter Park, FL 32789	Davis Associates P. O. Box 568626 Orlando, FL 32856	LTEC Luke Transportation Engineering Consultants 29 E. Pine Street Orlando, Florida 32801
P: (407) 843-8880	P: (407) 644-4068	P: (407) 839-2099	P: (407) 423-8055

Utility Providers

Sewer & Water Service	Power Service	Telephone Service	Cable Service
City of Winter Garden 300 W. Plant St Winter Garden, FL 34787	Progress Energy 452 E. Crown Point Rd Winter Garden, FL 34787	Centurylink Florida, Inc. 33 N. Main Street Winter Garden, FL 34787	Brighthouse Networks 65 S. Keller Rd Orlando, FL 32810
P: (407) 656-4111	P: (407) 905-3302	P: (407) 814-5351	

FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Total Project Boundary

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	1"=150'-0"
project no:	
file name:	FH-PCD

ISSUED FOR:

DRAWING SCALE

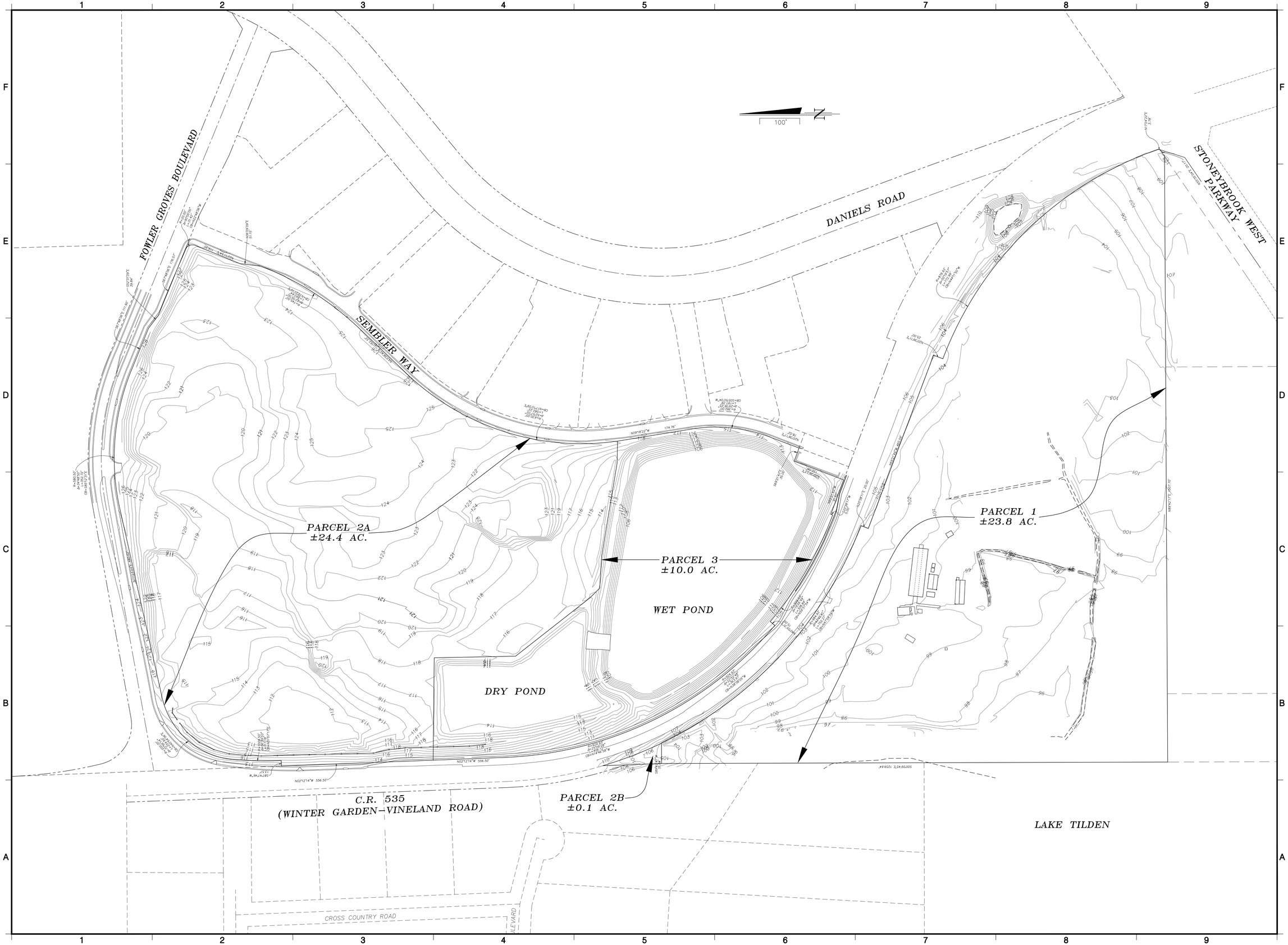
0 FT 100 200 North

DRAWING TITLE

TOTAL PROJECT BOUNDARY

DRAWING NUMBER

PCD-2



FLORIDA HOSPITAL

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Florida Hospital / Fowler Groves PCD
City of Winter Garden, Florida
Boundary & Topographic Map

drawn by:	DWMA
checked by:	JTT
date:	10/12/12
plot scale:	1"=100'-0"
project no:	
file name:	TOPOMAP

ISSUED FOR:

DRAWING SCALE

0 FT 50 100 North

DRAWING TITLE

BOUNDARY & TOPOGRAPHIC MAP

DRAWING NUMBER

PCD-3

DEVELOPMENT STANDARDS

ZONE 1:	0ft	(parking, landscaping, hardscape, walls, signage, lights, driveways, sidewalks and other similar improvements are permitted)
ZONE 2a:	2 Stories - 30 Feet	
ZONE 2b:	3 Stories - 51 Feet	
ZONE 2c:	5 Stories - 81 Feet	
ZONE 2d:	7 Stories - 111 Feet	

NOTE:
Total Height is measured to the roof of the top floor. It does not include penthouses, stairs to the roof, screen walls or enclosed mechanical penthouses. It does not include parapets up to 5 feet in height, and architectural features up to a maximum of 25 ft above the roof level (non-occupied).

FLORIDA HOSPITAL

CONSULTANTS

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Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Medical Use Height Diagram

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	1"=150'-0"
project no:	
file name:	FH-PCD

ISSUED FOR:

REVISION:	10/19/12
REVISION:	11/09/12

DRAWING SCALE

0 FT 75 150 North

DRAWING TITLE

MEDICAL USE HEIGHT DIAGRAM

DRAWING NUMBER

PCD-4

PROJECT DATA SUMMARY

GENERAL INFORMATION

Parcel ID Number: 35-22-27-9398-01-110 & 35-22-27-9398-00-002 & 02-23-27-0000-00-025 & 35-22-27-0000-00015

Total Medical Use Acreage (gross):	+/- 58.3 AC
Developable Land Acreage (net):	+/- 41.3 AC
Stormwater Acreage:	+/- 6.0 AC
Wetland Acreage:	+/- 11.0 AC
Existing Zoning:	PCD
Proposed Zoning:	PCD

DEVELOPMENT PROGRAM

200 Bed Hospital with Ancillary Uses (+/- 490,000 SF)
200,000 SF Medical Office
Surface Parking: +/- 1900 Spaces

DEVELOPMENT STANDARDS

Max. Building Height:

Zone 1:	0ft (parking, landscaping, hardscape, walls, signage, lights, driveways, sidewalks and other similar improvements are permitted)
Zone 2a:	2 Stories - 30 feet *
Zone 2b:	3 Stories - 51 feet *
Zone 2c:	5 Stories - 81 feet *
Zone 2d:	7 Stories - 111 feet *

* Total Height is measured to the roof of the top floor. It does not include penthouses, stairs to the roof, screen walls or enclosed mechanical penthouses. It does not include parapets up to 5 feet in height, and architectural features up to a maximum of 25 ft above the roof level (non-occupied).

Buffers: See PCD-6, PCD-7 & PCD-8 for Buffer Details

Type A:	40ft (Existing)
Type B:	15ft (Existing)
Type E:	10ft (Existing)
Type E2.1:	20ft
Type E2.2:	15ft

TRIP GENERATION

Land Use	Size	ITE Land Use Code/ (2)	Trip Generation Rates (1) Daily	PM Peak Hours 2-Way Total
Hospital	1 Bed	610/ R	11.81	1.31
Medical Office	1,000 SF	720/ R	36.13	3.46

(1) Trip Generation Rates from 8th Edition of ITE Trip Generation Report, 2008.
(2) R = Average Trip Rate
Luke Transportation Engineering Consultants, Inc. 2012

UTILITIES

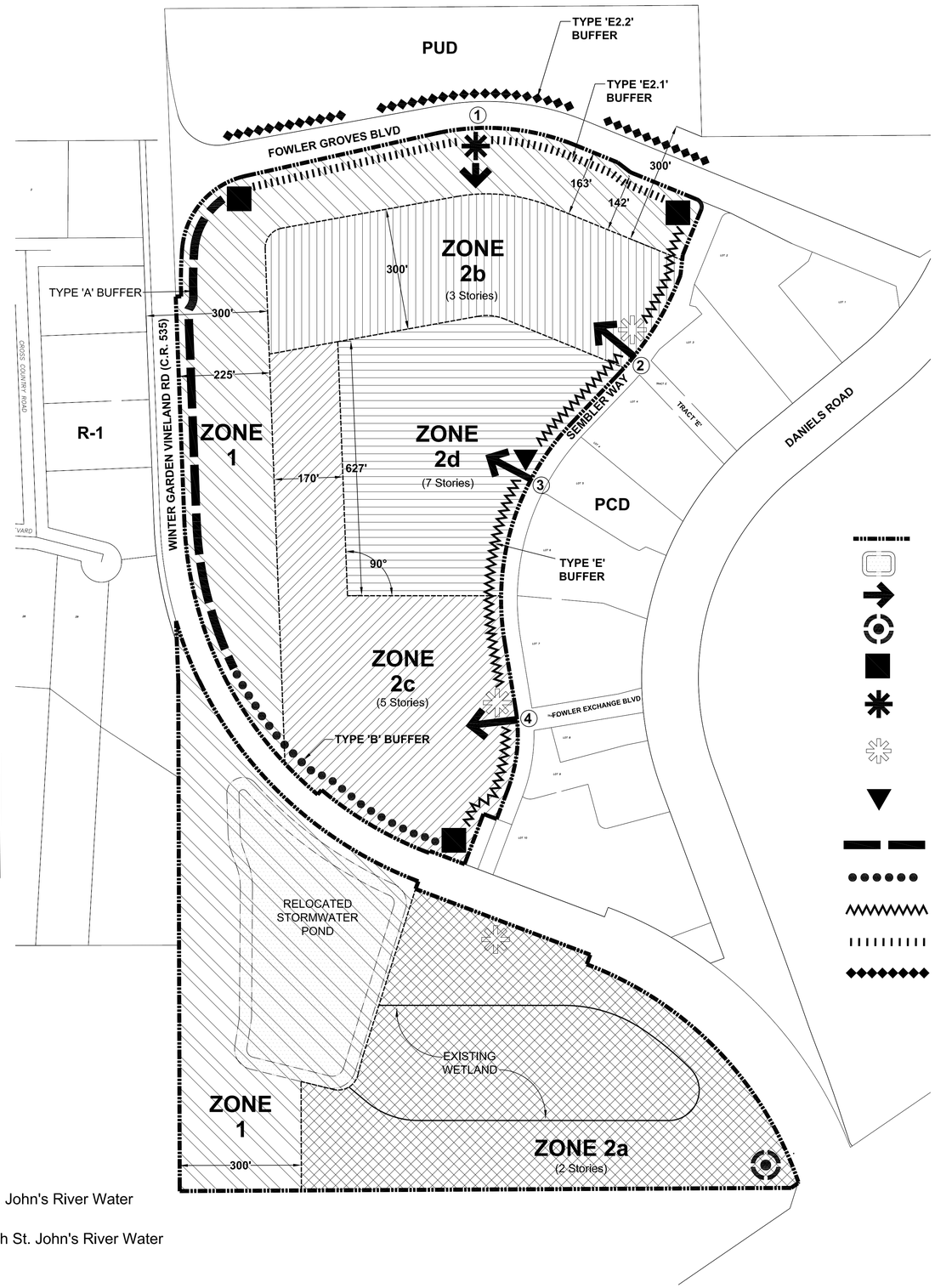
Water:	City of Winter Garden
Waste Water:	City of Winter Garden
Re-Use Water:	City of Winter Garden
Electric:	Progress Energy
Fire Rescue:	City of Winter Garden

ACCESS

- Fowler Groves Boulevard ①
- Sembler Way ② ③ & ④

NOTES:

1. The stormwater management system shall be designed to comply with City of Winter Garden code and St. John's River Water Management District (SJRWMD) regulations.
2. All acreages regarding wetlands and buffers are considered approximate until finalized by coordination with St. John's River Water Management District (SJRWMD).



FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD
City of Winter Garden, Florida
Medical Use Project Data

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	1"=150'-0"
project no:	
file name:	FH-PCD

ISSUED FOR:

REVISION:	10/19/12
REVISION:	11/09/12
REVISION:	11/16/12

DRAWING SCALE

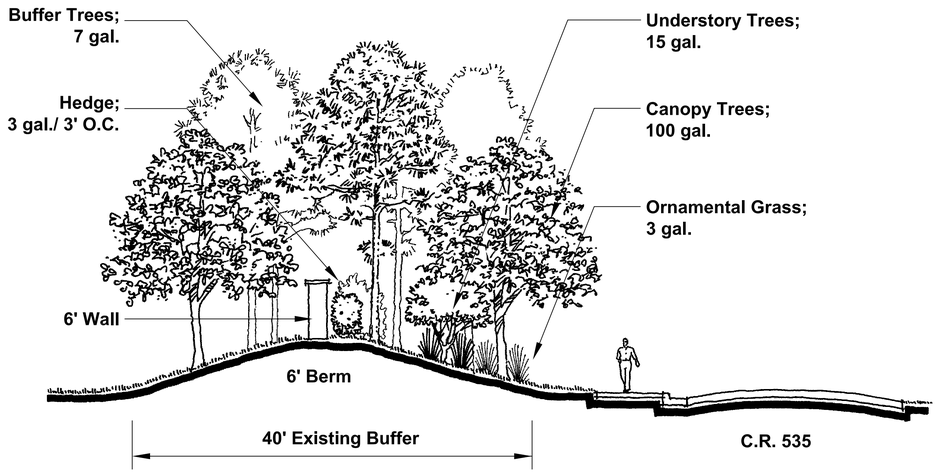
0 FT 75 150 North

DRAWING TITLE

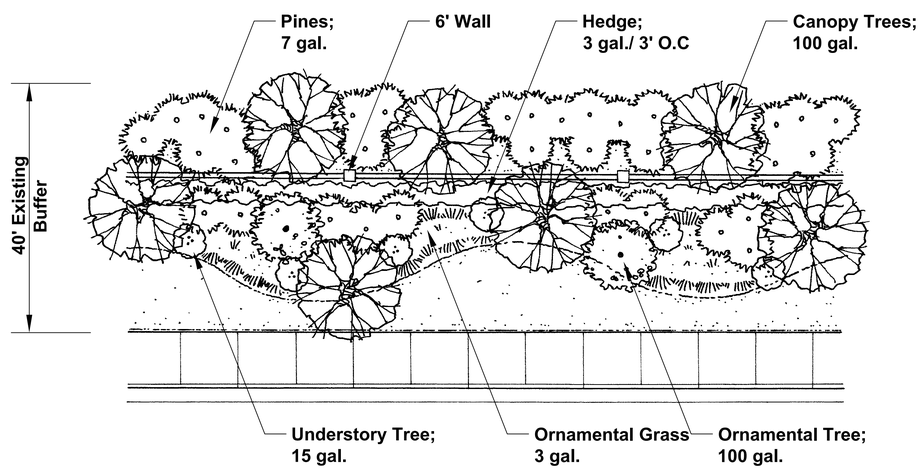
MEDICAL USE PROJECT DATA

DRAWING NUMBER

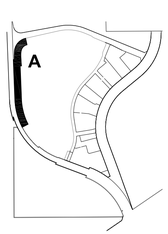
PCD-5



SECTION



PLAN

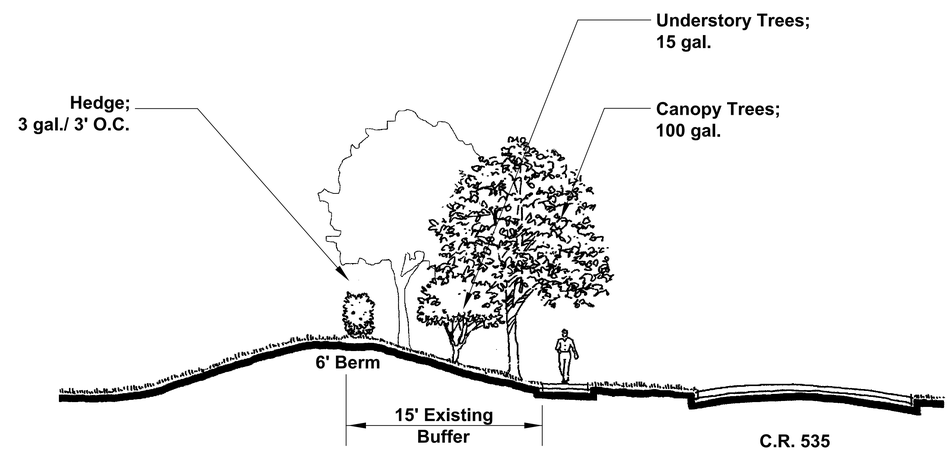


		Existing (Typical per 100 LF Section)		
SYM	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
EP/3	33	Eleagnus pungens	Silverthorn	3 gal: 18"-24" x 18"-24"
MC/15	6	Myrica Cerifera	Wax Myrtle	15 gal: 5'-6' x 3'-4'; multi-trunk
MG/100	2	Magnolia grandiflora D.D. Blanchard	Southern Magnolia	100 gal: 11'-12' x 6'-7'; 3" cal.
PE/7	28	Pinus Elliottii	Slash Pine	7 gal: 4'-5' x 24"-30"; 1" cal.
QV/100	7	Quercus Virginiana	Live Oak	100 gal: 14'-15' x 6'-7'; 4" cal.
TDF/3	80	Tripsacum dactyloides	Fakahatchee Grass	3 gal: 24"-30" full

NOTES:
1. This section is for illustrative purposes and is to address design intent. Actual elevations and dimensions are subject to change.
2. Plant material shown is sized to a period of five to seven years after installation with regular maintenance and no occurance of natural disasters.
3. All on-site landscape areas are to be irrigated via an automated underground system.
4. Optional plant species for additional buffer shall be considered. Approval by City of Winter Garden required.

TYPE 'A' BUFFER

(Existing on site to remain)



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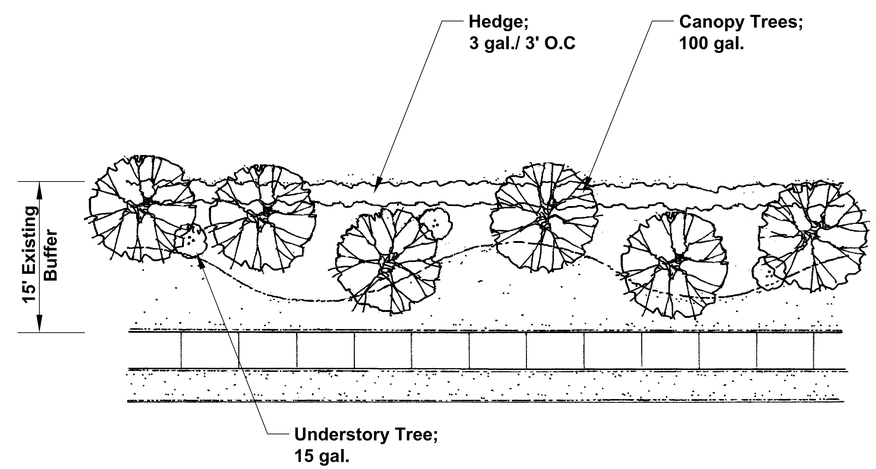

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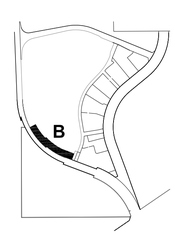

		Existing (Typical per 100 LF Section)		
SYM	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
LJ/30	3	Ligustrum Japonicum	Ligustrum Tree	30 gal: 7'-8' x 6'-7'; multi-trunk
QV/100	6	Quercus Virginiana	Live Oak	100 gal: 14'-15' x 6'-7'; 4" cal.
VS/3	33	Viburnum Suspensum	Sadankwa Viburnum	3 gal: 18"-24" x 18"-24"

NOTES:
1. This section is for illustrative purposes and is to address design intent. Actual elevations and dimensions are subject to change.
2. Plant material shown is sized to a period of five to seven years after installation with regular maintenance and no occurance of natural disasters.
3. All on-site landscape areas are to be irrigated via an automated underground system.
4. Optional plant species for buffer variety shall be considered. Approval by City of Winter Garden required.

TYPE 'B' BUFFER

(Existing on site to remain)

FLORIDA HOSPITAL

CONSULTANTS

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD
City of Winter Garden, Florida
Landscape Buffer Details - Existing

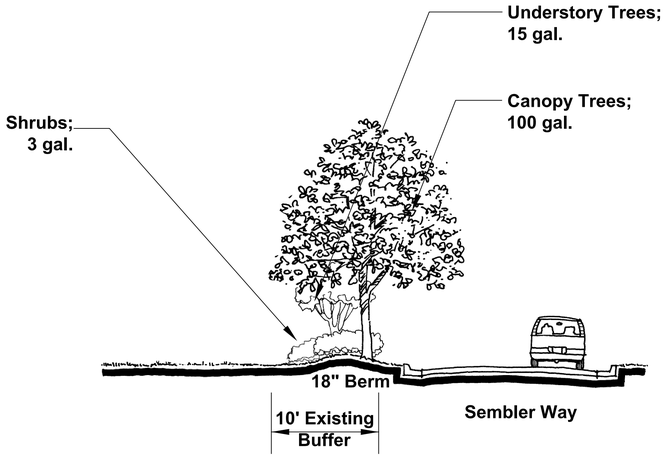
drawn by: TDC
checked by: DD
date: 10/12/12
plot scale: Not to Scale
project no:
file name: FH-PCD

ISSUED FOR:
REVISION: 11/16/12

DRAWING SCALE

DRAWING TITLE
LANDSCAPE BUFFER DETAILS-EXISTING

DRAWING NUMBER
PCD-6



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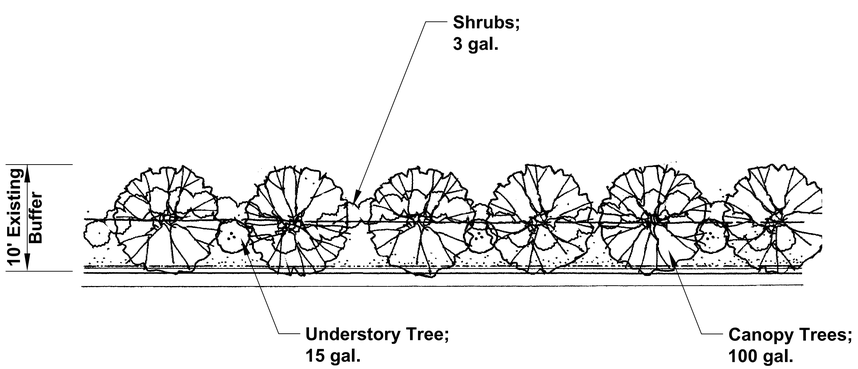
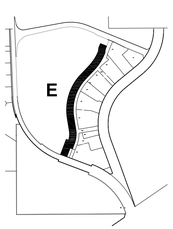


PLAN

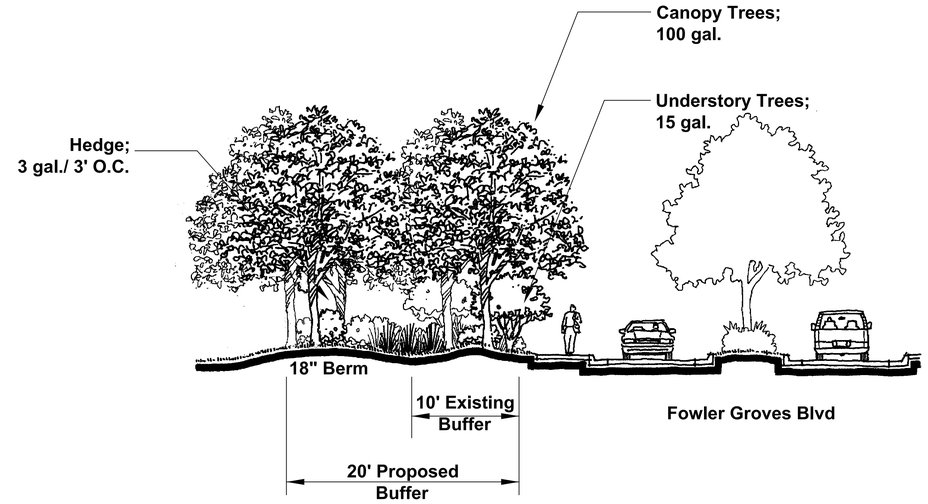


		Existing & Required Buffer (Typical per 100 LF Section)		
SYM	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SPECIFICATIONS**
LJ/30	3	Ligustrum Japonicum	Ligustrum Tree	30 gal: 7'-8' x 6'-7'; multi-trunk
QV/100	6	Quercus Virginiana	Live Oak	100 gal: 14'-15' x 6'-7'; 4" cal.
VS/3	33	Viburnum Suspensum	Sadankwa Viburnum	3 gal: 18"-24" x 18"-24"

NOTES:
1. This section is for illustrative purposes and is to address design intent. Actual elevations and dimensions are subject to change.
2. Plant material shown is sized to a period of five to seven years after installation with regular maintenance and no occurance of natural disasters.
3. All on-site landscape areas are to be irrigated via an automated underground system.
4. Optional plant species for buffer variety shall be considered. Approval by City of Winter Garden required.

TYPE 'E' BUFFER

(Existing on site to remain)



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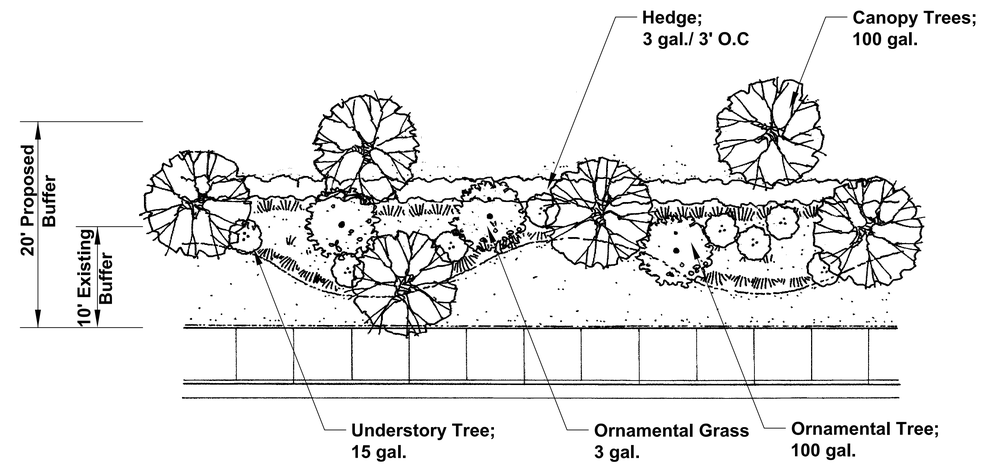
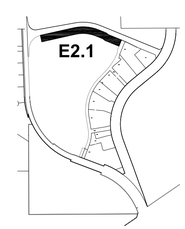


PLAN



		Existing & Required Buffer (Typical per 100 LF Section)		
SYM	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SPECIFICATIONS**
LJ/30	3	Ligustrum Japonicum	Ligustrum Tree	30 gal: 7'-8' x 6'-7'; multi-trunk
QV/100	6	Quercus Virginiana	Live Oak	100 gal: 14'-15' x 6'-7'; 4" cal.
VS/3	33	Viburnum Suspensum	Sadankwa Viburnum	3 gal: 18"-24" x 18"-24"
		Proposed Additional Buffer (Typical per 100 LF Section)		
LJ/30	5	Ligustrum Japonicum	Ligustrum Tree	30 gal: 7'-8' x 6'-7'; multi-trunk
MG/100	3	Magnolia grandiflora D.D. Blanchard	Southern Magnolia	100 gal: 11'-12' x 6'-7'; 3" cal.
TDF/3	50	Tripsacum dactyloides	Fakahatchee Grass	3 gal: 24"-30" full

NOTES:
1. This section is for illustrative purposes and is to address design intent. Actual elevations and dimensions are subject to change.
2. Plant material shown is sized to a period of five to seven years after installation with regular maintenance and no occurance of natural disasters.
3. All on-site landscape areas are to be irrigated via an automated underground system.
4. Optional plant species for buffer variety shall be considered. Approval by City of Winter Garden required.

TYPE 'E2.1' BUFFER

FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Landscape Buffer Details

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	Not to Scale
project no:	
file name:	FH–PCD

ISSUED FOR:

REVISION: 10/19/12

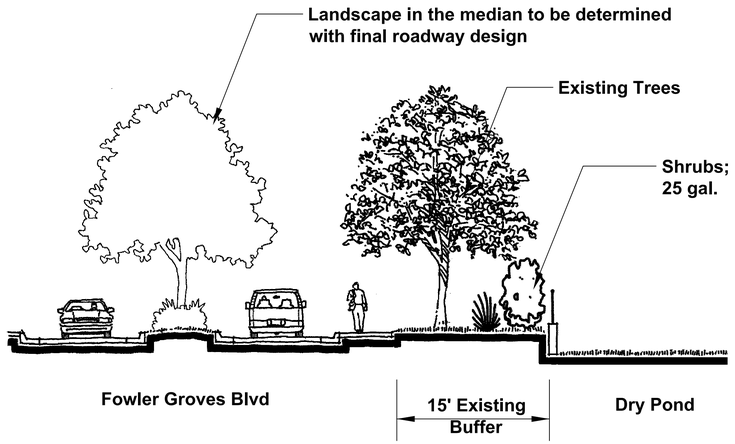
DRAWING SCALE

DRAWING TITLE

LANDSCAPE BUFFER DETAILS

DRAWING NUMBER

PCD-7



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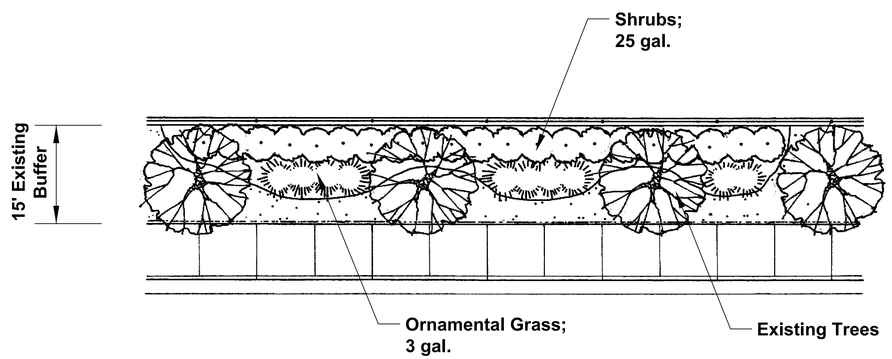
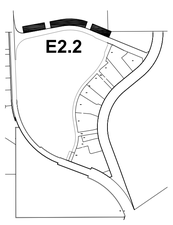


PLAN

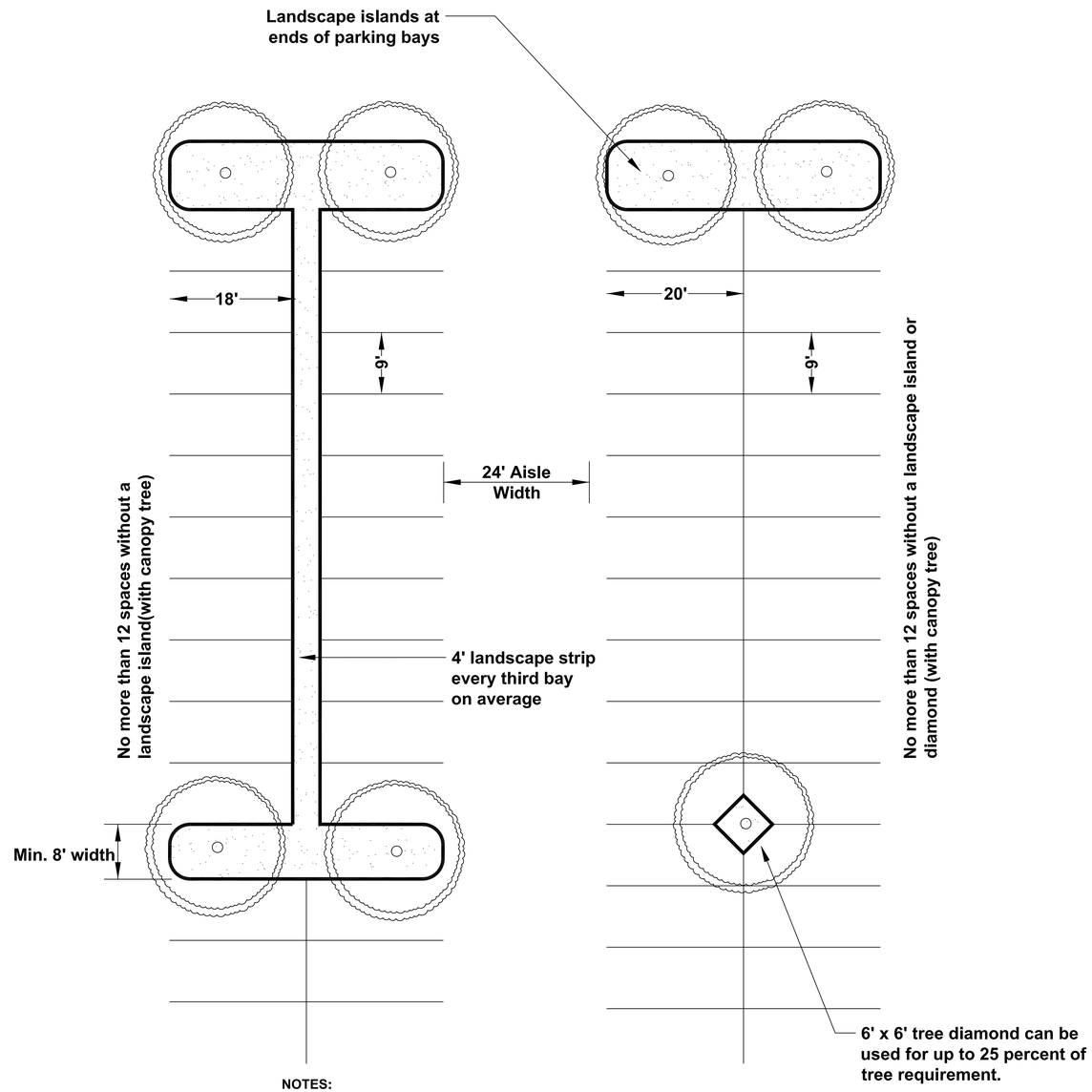


		Proposed Additional Buffer (Typical per 100 LF Section)		
SYM	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
TDF/3	15	Tripsacum dactyloides	Fakahatchee Grass	3 gal: 24"-30" full
VS/25	22	Viburnum odoratissimum	Sweet Viburnum	25 gal: 60"-72" x 36"-60"

NOTES:
1. This section is for illustrative purposes and is to address design intent. Actual elevations and dimensions are subject to change.
2. Plant material shown is sized to a period of five to seven years after installation with regular maintenance and no occurance of natural disasters.
3. All on-site landscape areas are to be irrigated via an automated underground system.
4. Optional plant species for buffer variety shall be considered. Approval by City of Winter Garden required.

TYPE 'E2.2' BUFFER

(Existing on site to remain)



NOTES:
1. All landscaped areas shall have 6" vertical curb.
2. Parallel parking shall also be allowed on internal streets subject to City standards.

Parking Standards

- 40% of island planting areas must contain shrubs and ground covers rather than sod.
- Planter islands must have a minimum area of 200 sq. ft. and a minimum width of 8 feet.
- Canopy trees are to be 3" caliper, 12 - 14 feet in height, and 65 gallon containers.
- 4-foot landscape strip between rows of parking spaces are to occur every third bay on average, with parking space depth at 18'.
- 9' minimum width for every parking space.

TYPICAL PARKING AREA LANDSCAPE

FLORIDA HOSPITAL

CONSULTANTS

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Davis & Associates

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Landscape Buffer Details

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	Not to Scale
project no:	
file name:	FH–PCD

ISSUED FOR:

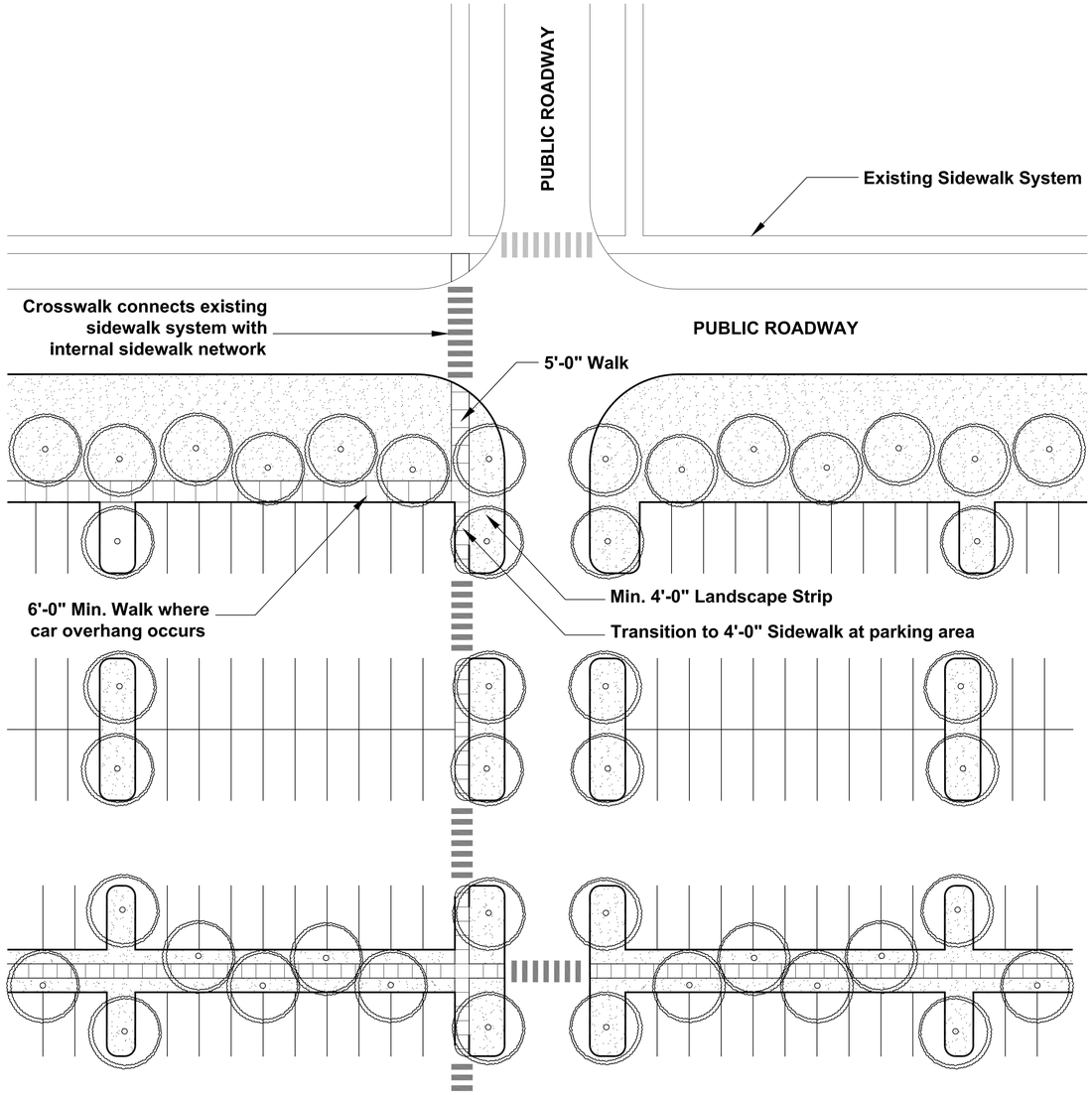
DRAWING SCALE

DRAWING TITLE

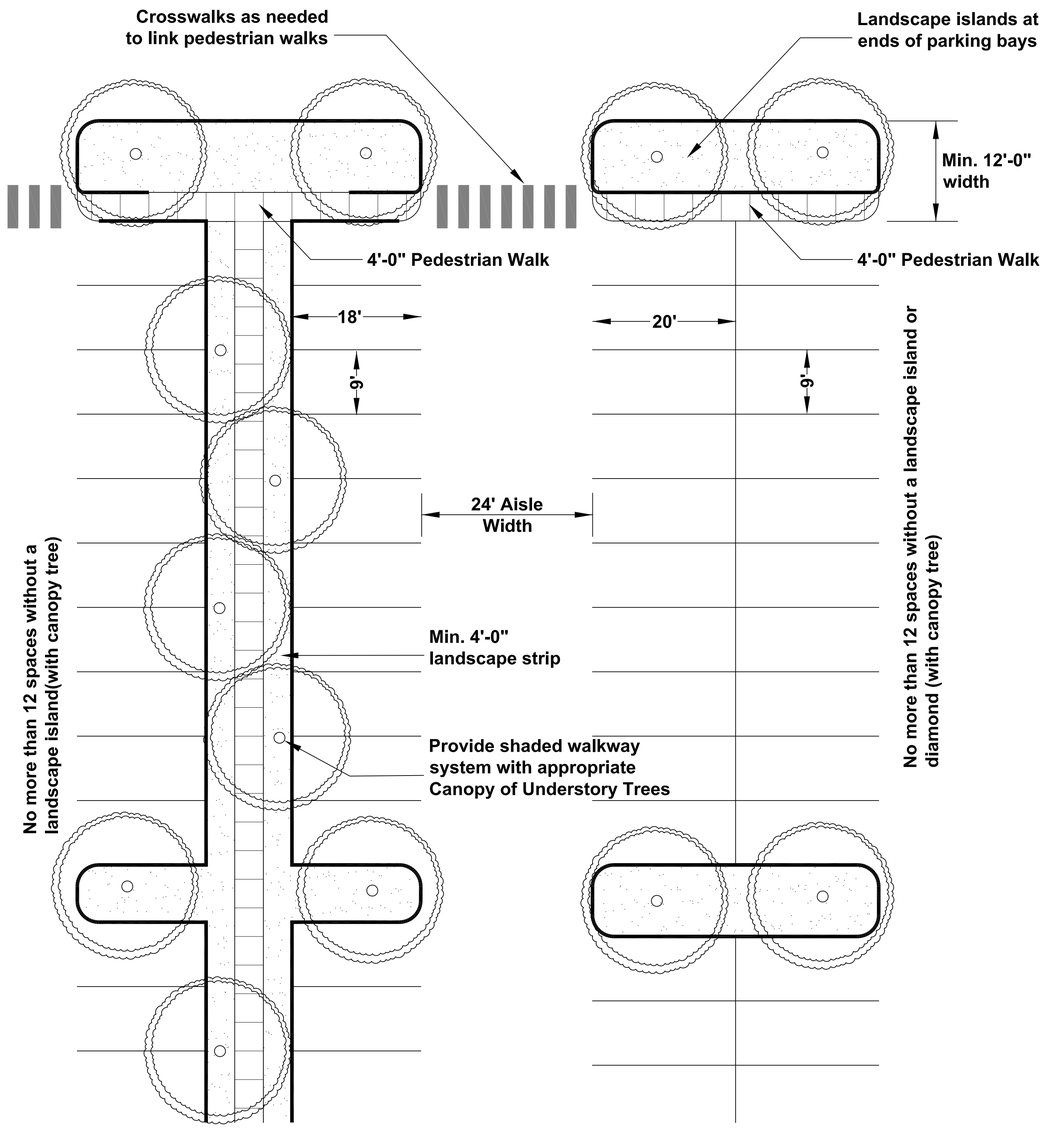
LANDSCAPE BUFFER DETAILS

DRAWING NUMBER

PCD-8



TYPICAL PEDESTRIAN WALK/ LANDSCAPE AT PROJECT ENTRY POINTS



NOTES:
1. All landscaped areas shall have 6" vertical curb.
2. Parallel parking shall also be allowed on internal streets subject to City standards.

Parking Standards

- 40% of island planting areas must contain shrubs and ground covers rather than sod.
- Planter islands must have a minimum area of 200 sq. ft. and a minimum width of 8 feet.
- Canopy trees are to be 3" caliper, 12 - 14 feet in height, and 65 gallon containers.
- 9' minimum width for every parking space.

TYPICAL PARKING PEDESTRIAN WALK/ LANDSCAPE DETAIL

FLORIDA HOSPITAL

CONSULTANTS

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Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Landscape Pedestrian Walk Details

drawn by:	TDC
checked by:	DD
date:	10/26/12
plot scale:	Not to Scale
project no:	
file name:	FH–PCD

ISSUED FOR:

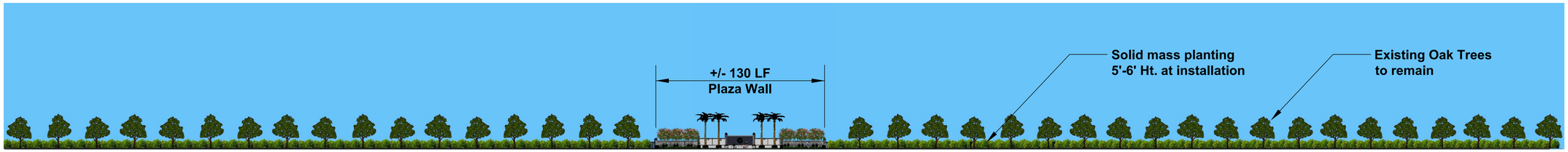
DRAWING SCALE

DRAWING TITLE

LANDSCAPE PEDESTRIAN WALK DETAILS

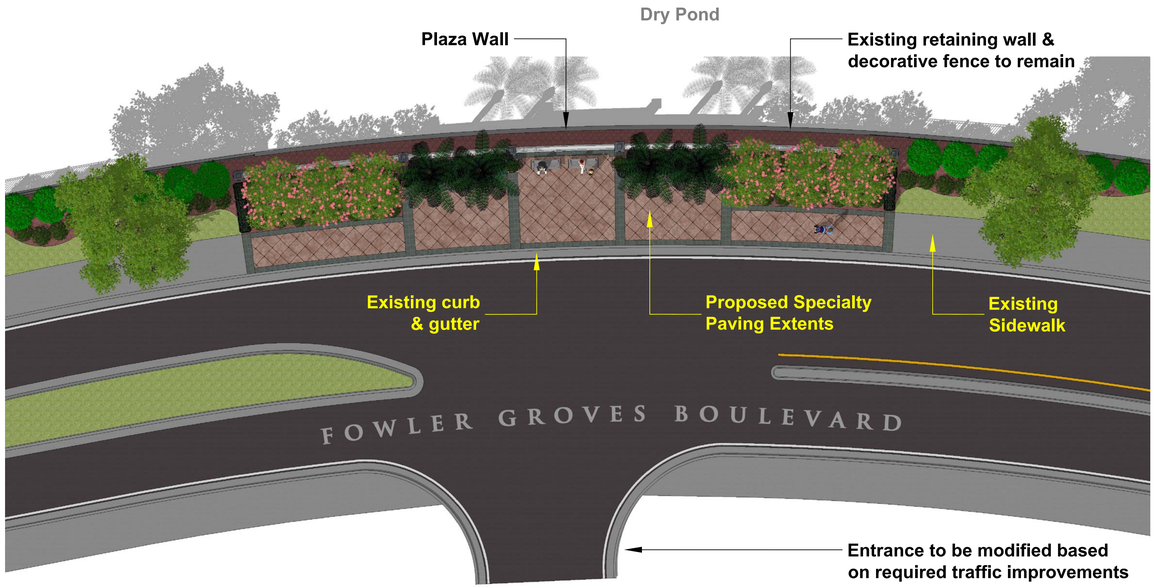
DRAWING NUMBER

PCD-8A



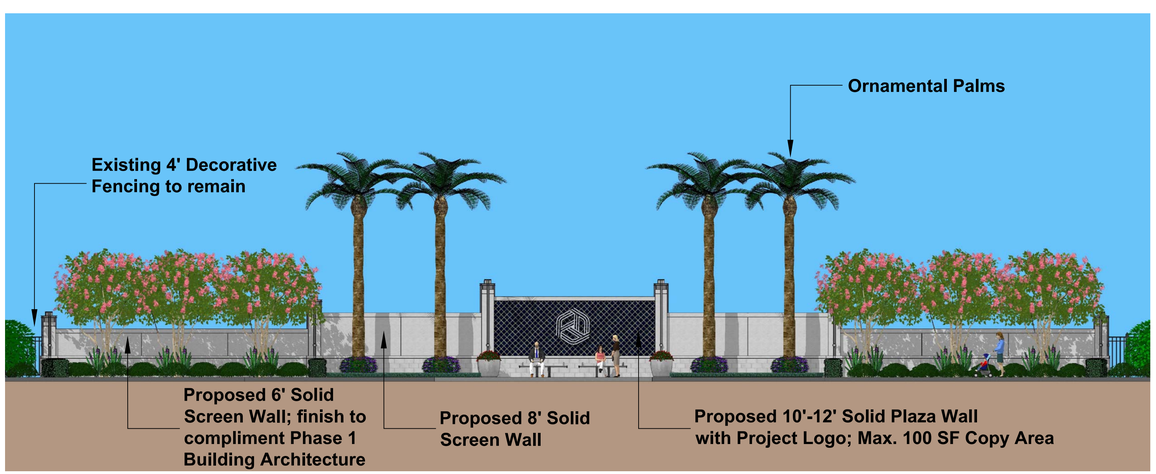
PARTIAL WALL/ LANDSCAPE TREATMENT ELEVATION

Fowler Groves Blvd. - Northside of street along dry pond

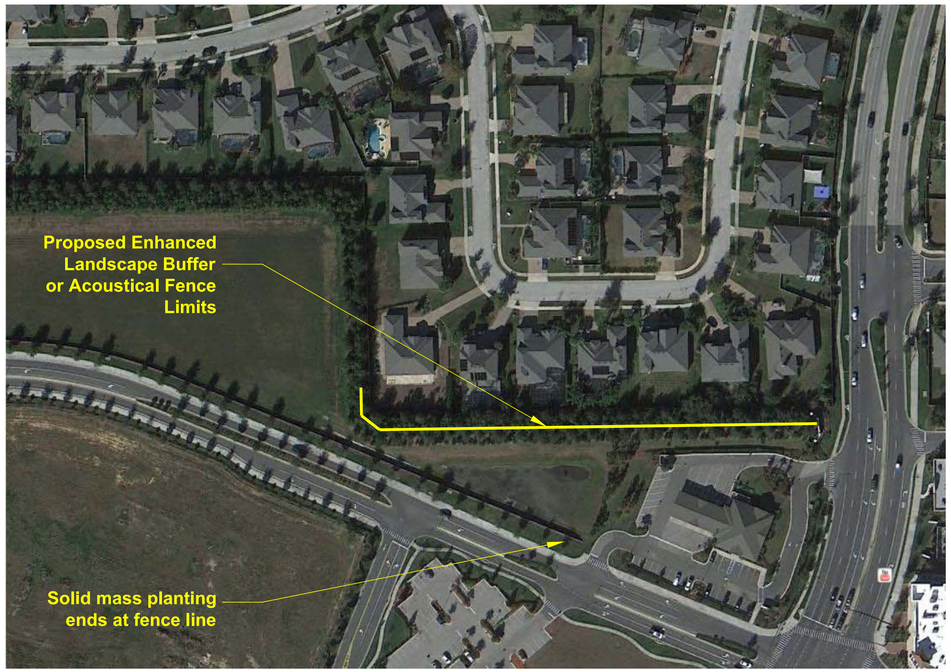


PARTIAL WALL/ PLAZA CONCEPT PLAN

Florida Hospital Entrace at Fowler Groves Boulevard



PARTIAL WALL DETAIL CONCEPTUAL ELEVATION



ENHANCED LANDSCAPE BUFFER OR ACOUSTICAL FENCE LOCATION LIMITS (+/- 600 LF)

ENHANCED LANDSCAPE BUFFER NOTES:

1. Provide 25 gal. podocarpus hedge to be installed near the crest of the top of the berm, at a 6-7' ht. full to the ground, planted right next to the viburnum awabukii which is on top of the berm. (+/- 260 plants @ 30" o.c.)

2. Plant Eleagnus pungens (3 gal) to be planted on 5' centers to fill in gaps on the side slopes of the berm. (qty. 150 plants) Allow eleagnus to grow naturally, into a 10' x 10' thicket, creating a dense coverage of berm side slopes.

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Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Fowler Groves Blvd. Northside Buffer

drawn by:	TDC
checked by:	DD
date:	10/26/12
plot scale:	Not to Scale
project no:	
file name:	FH–PCD

ISSUED FOR:

REVISION: 11/09/12

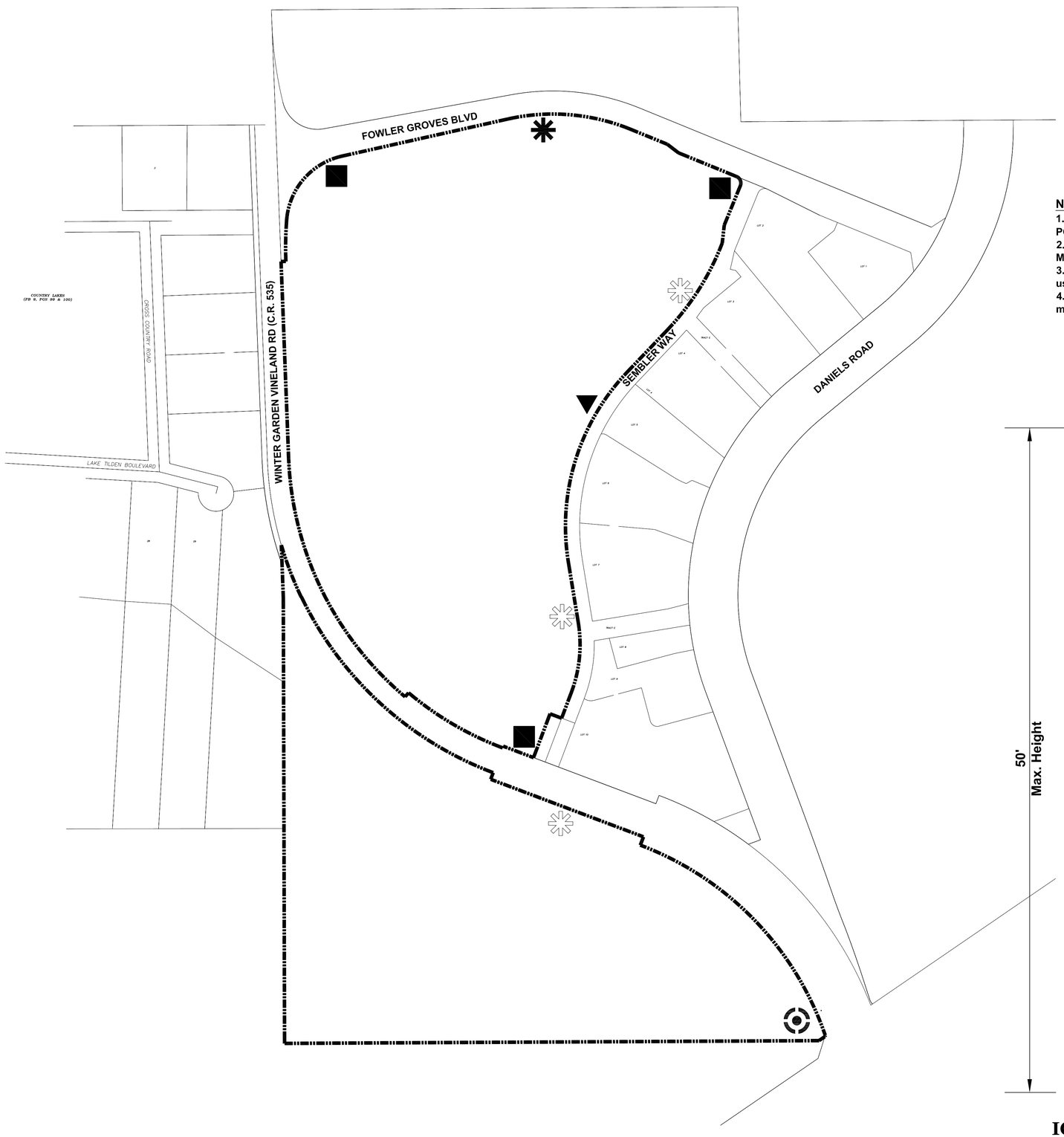
DRAWING SCALE

DRAWING TITLE

FOWLER GROVES BLVD. NORTHSIDE BUFFER

DRAWING NUMBER

PCD-8B

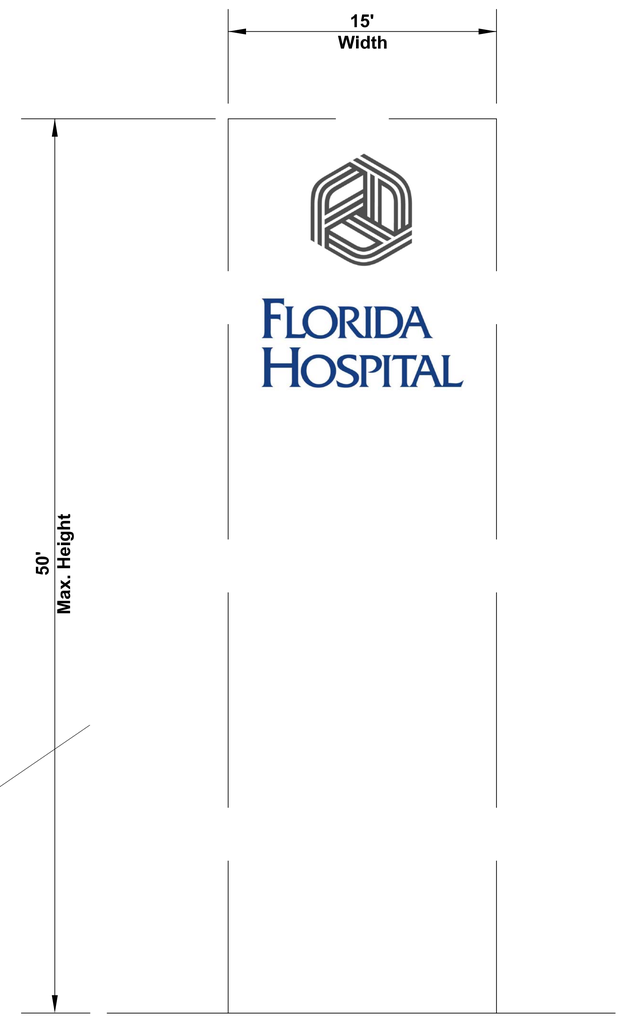


MEDICAL USE SIGNS

		MAX HT.
	ICON FEATURE (4 Faces)	50'
	PROJECT BOUNDARY MARKER (1 Face)	18'
	PROJECT ENTRY MAJOR VEHICULAR DIRECTIONAL (2 Faces)	18'
	PROJECT ENTRY SECONDARY VEHICULAR DIRECTIONAL- LARGE (2 Faces)	10'
	PROJECT ENTRY SECONDARY VEHICULAR DIRECTIONAL- SMALL (2 Faces)	8'

NOTES:

1. Exact size of copy area will be submitted in future design phases. See PCD-10 & PCD-11 for proposed design intent.
2. All sizes assume (2) faces with the exception of Icon Feature and Project Boundary Marker.
3. Building mounted signage criteria is outlined in the PCD ordinance for the medical use facility.
4. When signs occur within a buffer, the buffer will be enlarged or required plant material will be incorporated into another part of the said buffer.



ICON FEATURE MAX. BUILDING ENVELOPE

(Maximum 4 Sides)

FLORIDA HOSPITAL

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Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Medical Use Sign Plan

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	1"=150'-0"
project no:	
file name:	FH-PCD

ISSUED FOR:

REVISION: 10/19/12

DRAWING SCALE

0 FT 75 150 North

DRAWING TITLE

MEDICAL USE SIGN PLAN

DRAWING NUMBER

PCD-9

Notes apply to all sign plans.

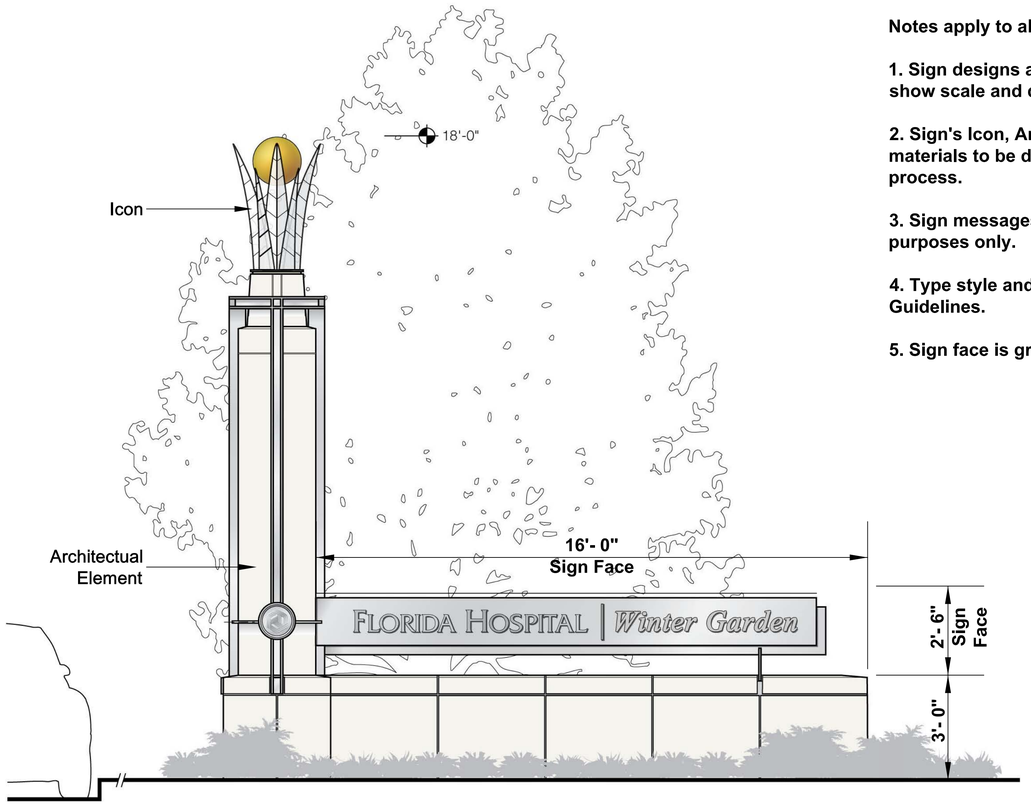
1. Sign designs are preliminary and are to show scale and design intent.

2. Sign's Icon, Architectural Element and materials to be determined through DRC process.

3. Sign messages shown are for illustration purposes only.

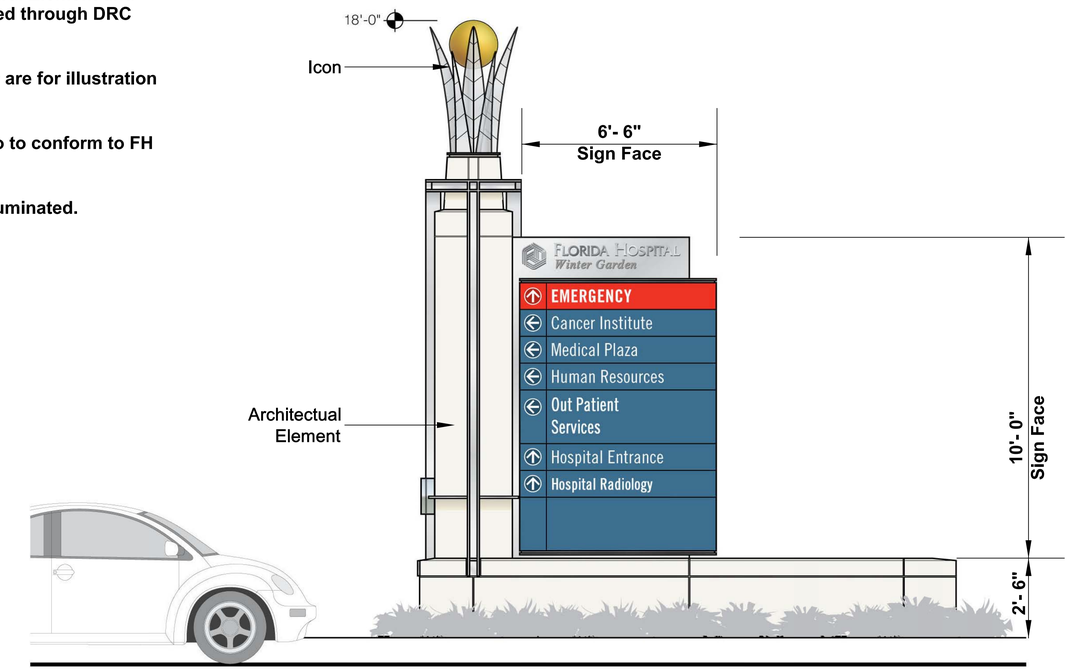
4. Type style and FH logo to conform to FH Guidelines.

5. Sign face is ground illuminated.



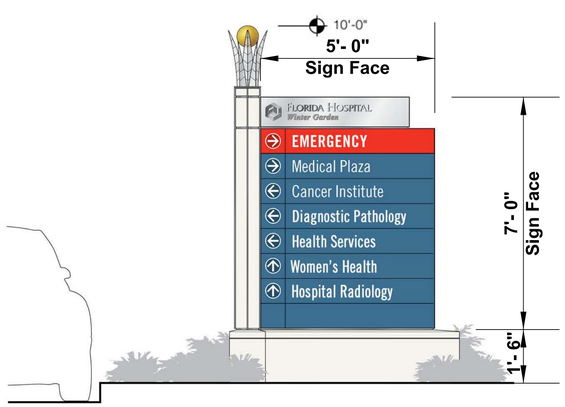
PROJECT BOUNDARY MARKER

Sign is to be placed perpendicular to vehicular traffic at designated project gateways.



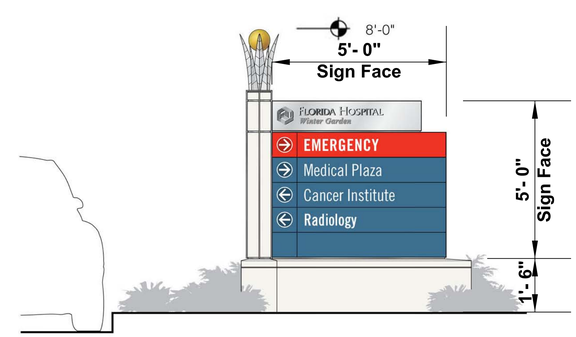
PROJECT ENTRY
MAJOR VEHICULAR DIRECTIONAL

Sign is to be placed perpendicular to vehicular traffic at designated project's primary entry.



PROJECT ENTRY & INTERNAL
SECONDARY VEHICLE DIRECTIONAL- LARGE

Sign is to be placed perpendicular to vehicular traffic at primary decision points.



PROJECT ENTRY & INTERNAL
SECONDARY VEHICULAR DIRECTIONAL- SMALL

Sign is to be placed perpendicular to vehicular traffic at secondary decision points.

FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Medical Use Signage Elevations

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	1"=150'-0"
project no:	
file name:	FH-PCD

ISSUED FOR:

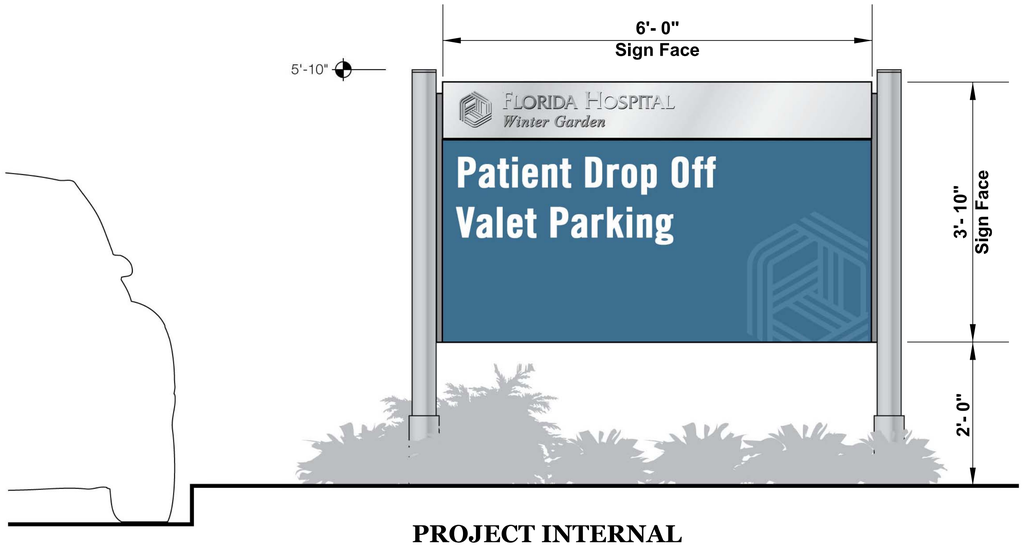
DRAWING SCALE

DRAWING TITLE

MEDICAL USE SIGNAGE ELEVATIONS

DRAWING NUMBER

PCD-10



PROJECT INTERNAL
TERTIARY VEHICULAR DIRECTIONAL- SMALL

Sign is placed perpendicular to vehicular traffic flow at designated locations deemed appropriate.
Sign is used to state basic directional information.

Notes apply to all sign plans.

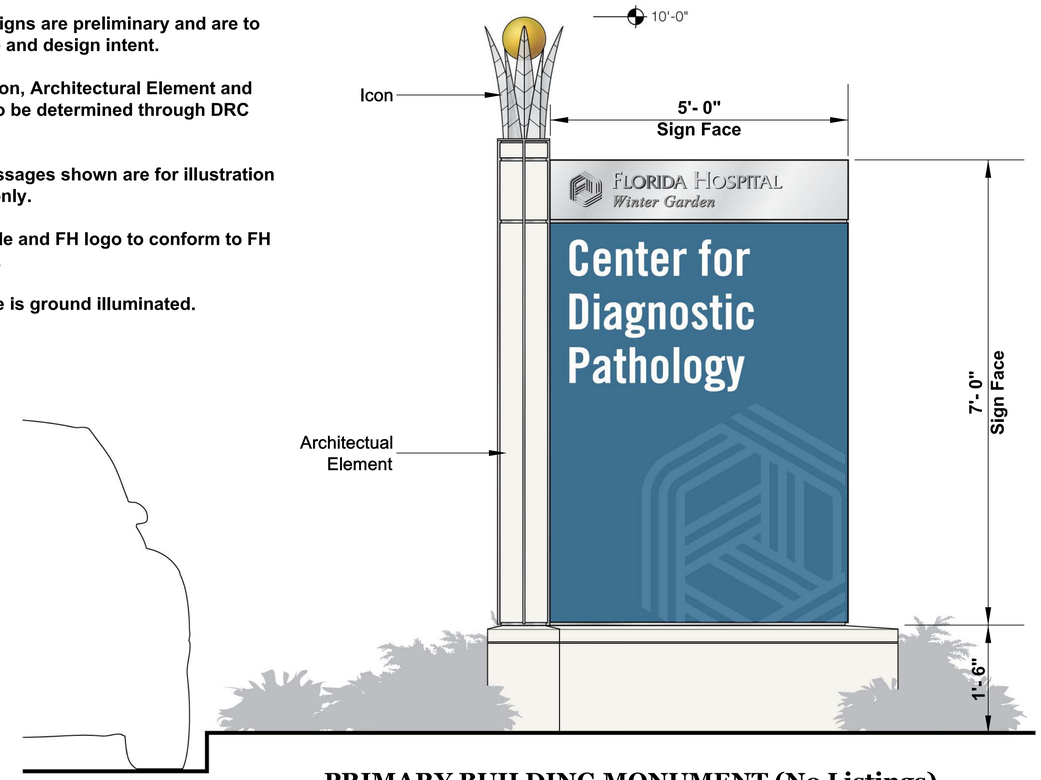
1. Sign designs are preliminary and are to show scale and design intent.

2. Sign's Icon, Architectural Element and materials to be determined through DRC process.

3. Sign messages shown are for illustration purposes only.

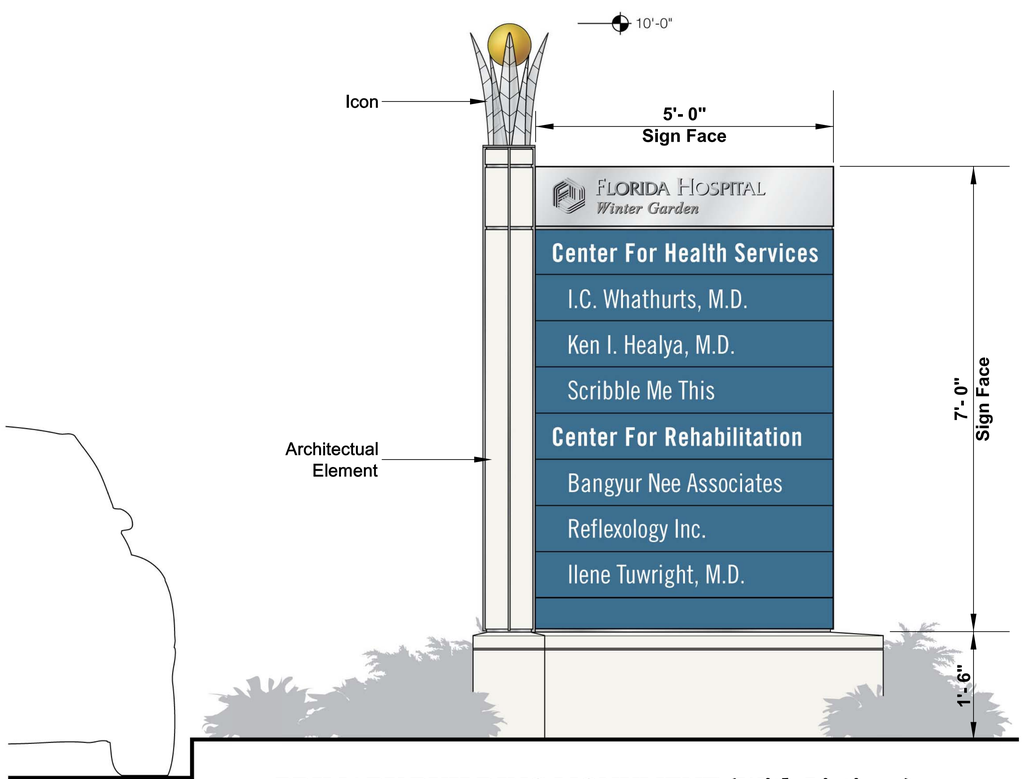
4. Type style and FH logo to conform to FH Guidelines.

5. Sign face is ground illuminated.



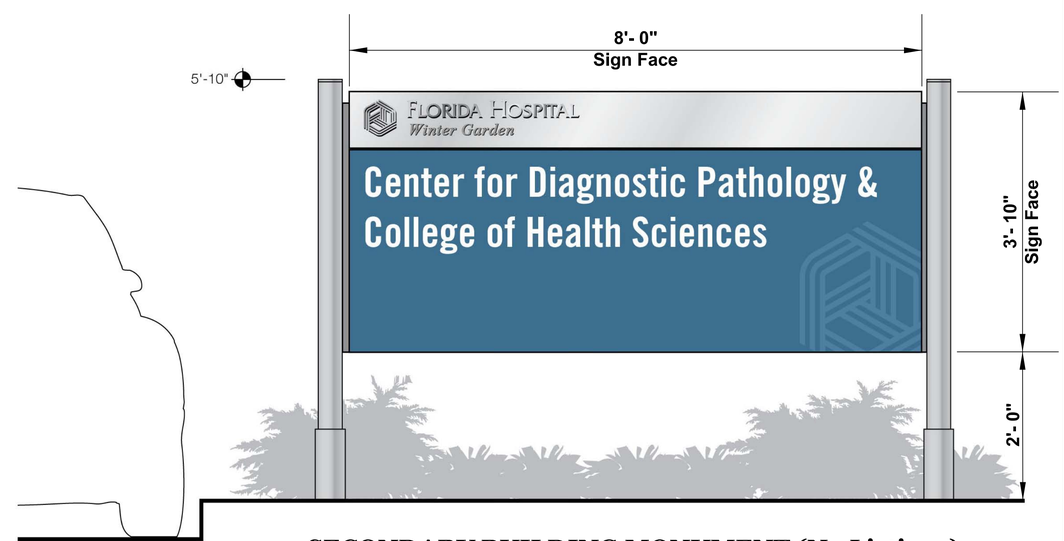
PRIMARY BUILDING MONUMENT (No Listings)

Sign is placed perpendicular to vehicular traffic flow at designated locations deemed appropriate.
Sign is used at primary destinations with a need for a single message.



PRIMARY BUILDING MONUMENT (With Listings)

Sign is placed perpendicular to vehicular traffic flow at designated locations deemed appropriate.
Sign is used at primary destinations with a need for multiple messages.



SECONDARY BUILDING MONUMENT (No Listings)

Sign is placed perpendicular to vehicular traffic flow at designated locations deemed appropriate.
Sign is used at primary destinations with a need for a single message.

FLORIDA HOSPITAL

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Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Medical Use Signage Elevations

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	1"=150'-0"
project no:	
file name:	FH-PCD

ISSUED FOR:

DRAWING SCALE

DRAWING TITLE

MEDICAL USE SIGNAGE ELEVATIONS

DRAWING NUMBER

PCD-11

Florida Hospital Fowler Groves

PRELIMINARY SITE PLAN
This site plan, being preliminary in nature, may not take into full account the requirements for drainage, storm water retentions, grading, utility easements, D.O.T. restrictions, rights-of-way, environmental protection agency restrictions, or F.A.A. air rights or AHCA. The above requirements can affect the layout of the site plan.

The scale of the drawing and all figures are tentative and subject to change as may be directed by the architect, landlord, or governmental authorities without notice.

Driveway, Drive Aisles and Pedestrian Walkways:
The driveways, drive aisles and Pedestrian Walkways shown represent the general layout intended for the project. Actual street locations and parking alignments may vary slightly.

FLORIDA HOSPITAL

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

PHASE 1 CONCEPTUAL SITE PLAN

drawn by: NP
checked by: AP
date: 10/12/12
plot scale: NONE
project no:
file name: FH-PCD

ISSUED FOR:
Revision: 10/26/12

DRAWING TITLE

PHASE 1 CONCEPTUAL SITE PLAN

DRAWING NUMBER

PCD - 12

LEGEND:

1. EMERGENCY DEPARTMENT / IMAGING MEDICAL OFFICE BUILDING
2. MEDICAL OFFICE BUILDING
3. HOSPITAL
4. MEDICAL OFFICE BUILDING
5. CENTRAL ENERGY PLANT

SHADED PEDESTRIAN WALKWAYS

Florida Hospital Fowler Groves

PRELIMINARY SITE PLAN

This site plan, being preliminary in nature, may not take into full account the requirements for drainage, storm water retentions, grading, utility easements, D.O.T. restrictions, rights-of-way, environmental protection agency restrictions, or F.A.A. air rights or AHCA. The above requirements can affect the layout of the site plan.

The scale of the drawing and all figures are tentative and subject to change as may be directed by the architect, landlord, or governmental authorities without notice.

Driveway, Drive Aisles and Pedestrian Walkways:
The driveways, drive aisles and Pedestrian Walkways shown represent the general layout intended for the project. Actual street locations and parking alignments may vary slightly.

FLORIDA HOSPITAL

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

PHASE 2 CONCEPTUAL SITE PLAN

drawn by: NP
checked by: AP
date: 10/12/12
plot scale: NONE
project no:
file name: FH-PCD

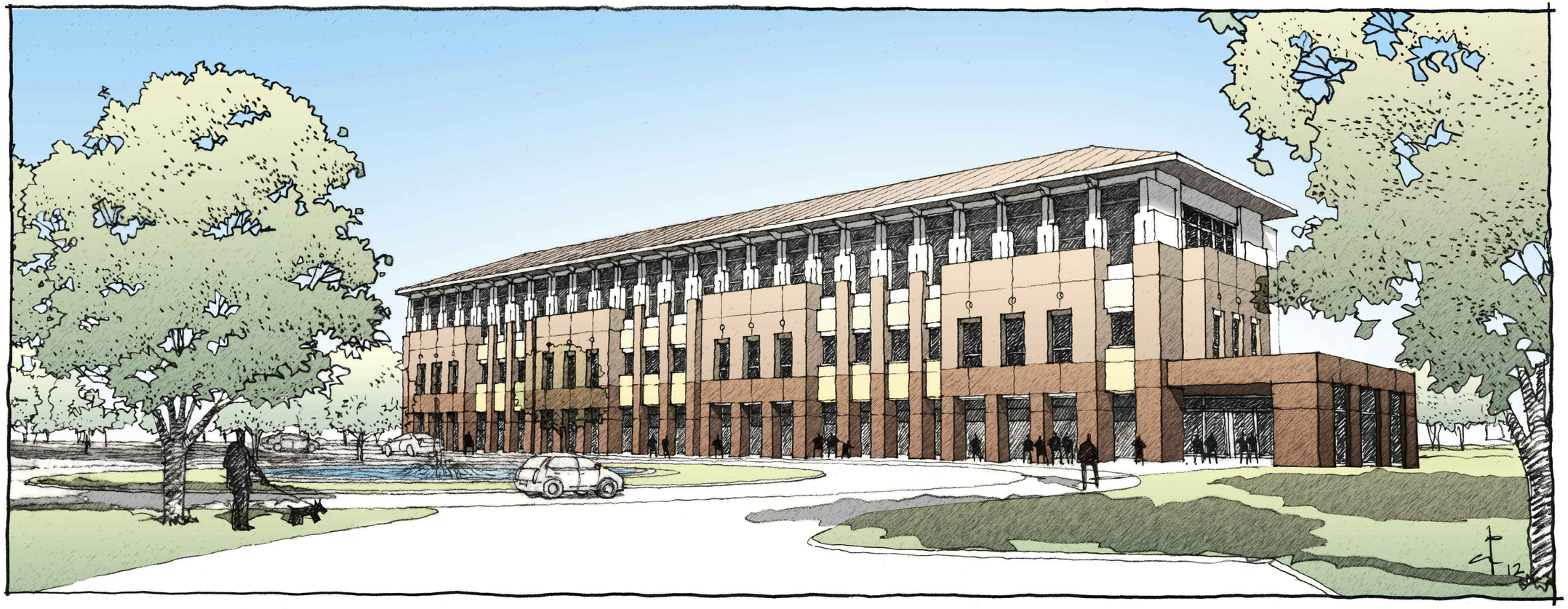
ISSUED FOR:
Revision: 10/26/12

DRAWING TITLE

PHASE 2 CONCEPTUAL SITE PLAN

DRAWING NUMBER

PCD - 13



CONCEPTUAL STYLE 1

FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

drawn by: NP
checked by: AP
date: 10/12/12
plot scale: NONE
project no:
file name: FH–PCD

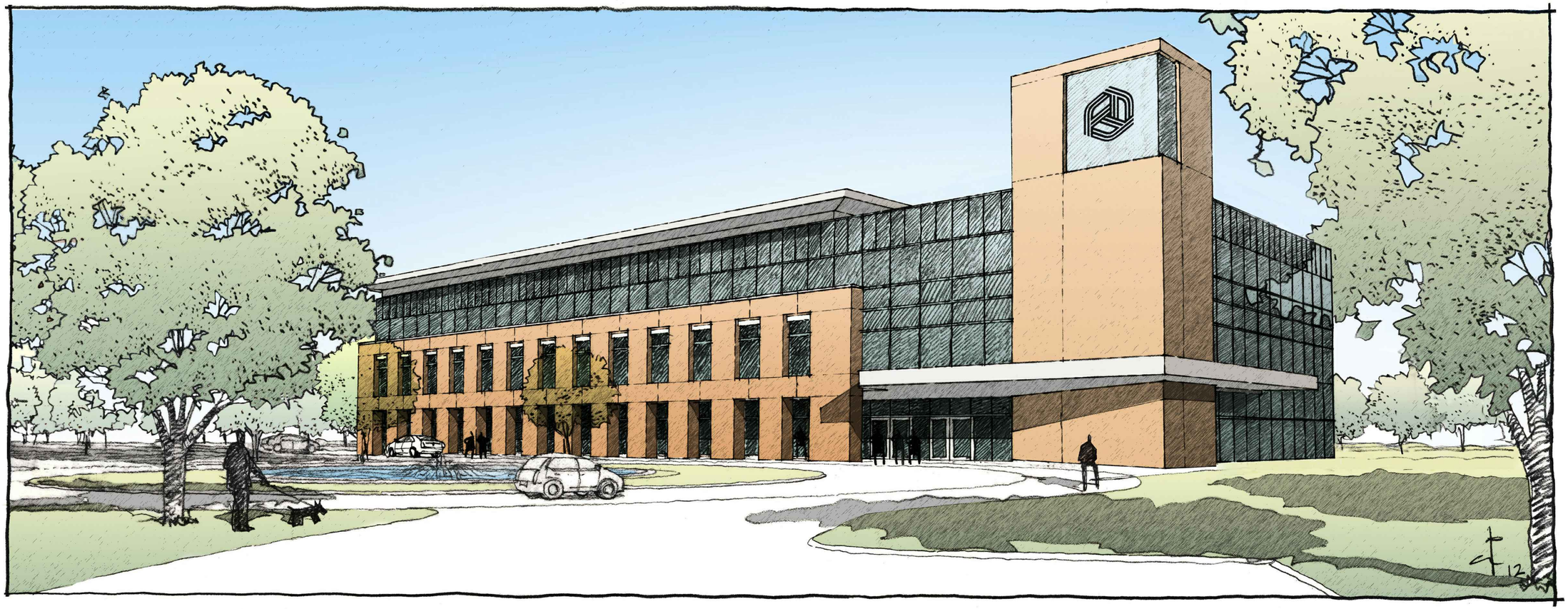
ISSUED FOR:
Revision: 11/09/12

DRAWING TITLE

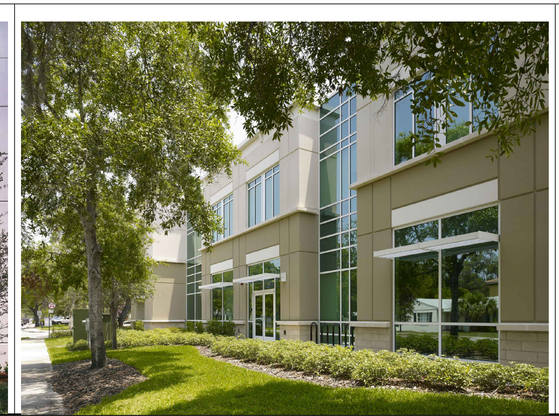
EXTERIOR ARCHITECTURE CONCEPT 1

DRAWING NUMBER

PCD - 15



CONCEPTUAL STYLE 2



FLORIDA HOSPITAL

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

drawn by: NP
checked by: AP
date: 10/12/12
plot scale: NONE
project no:
file name: FH–PCD

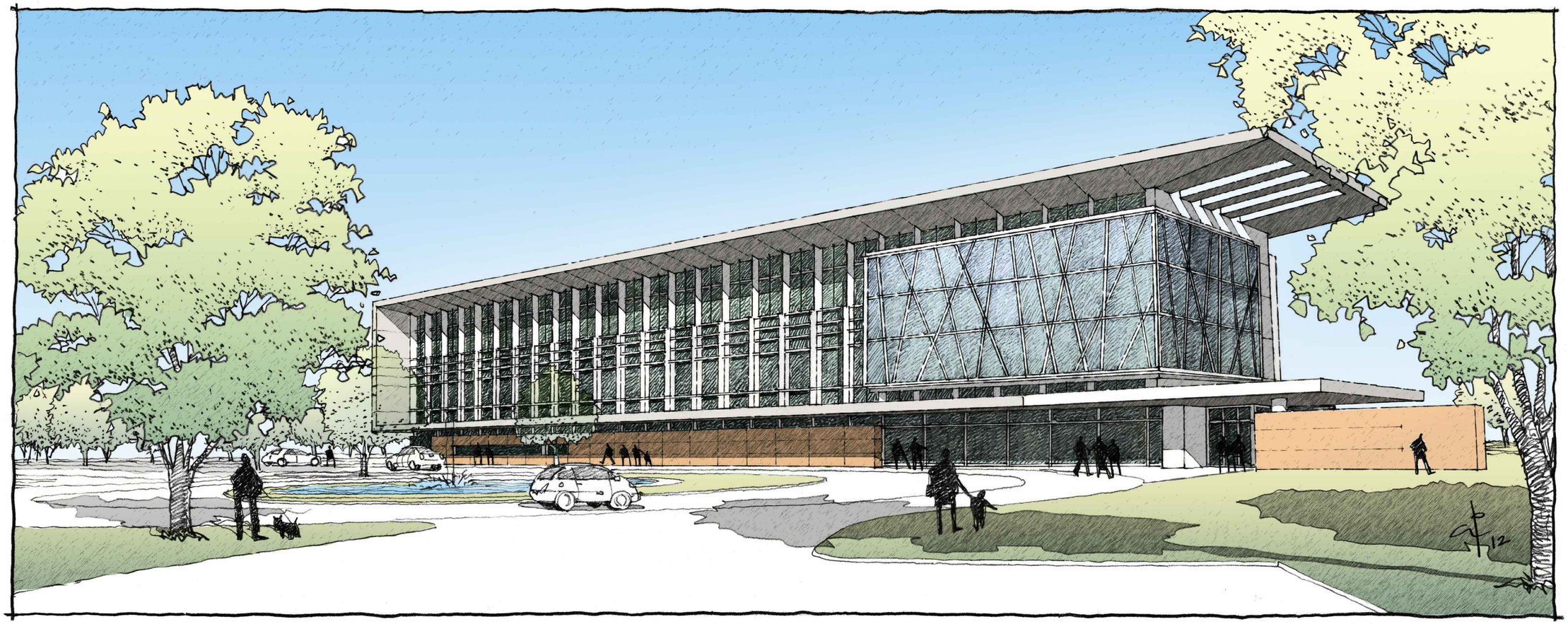
ISSUED FOR:
Revision: 11/09/12

DRAWING TITLE

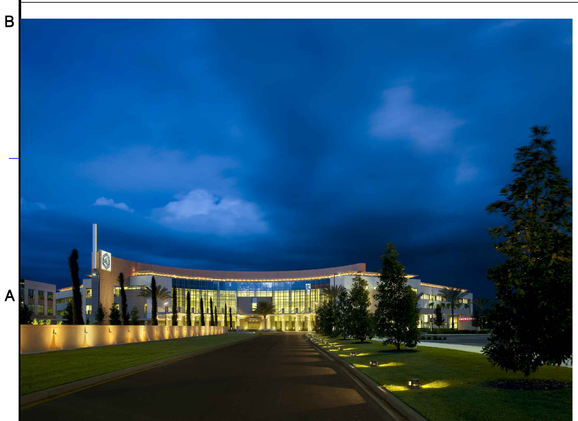
EXTERIOR ARCHITECTURE CONCEPT 2

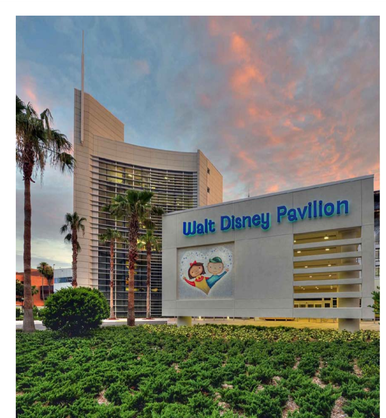
DRAWING NUMBER

PCD - 16



CONCEPTUAL STYLE 3





FLORIDA HOSPITAL

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

drawn by: NP
checked by: AP
date: 10/12/12
plot scale: NONE
project no:
file name: FH–PCD

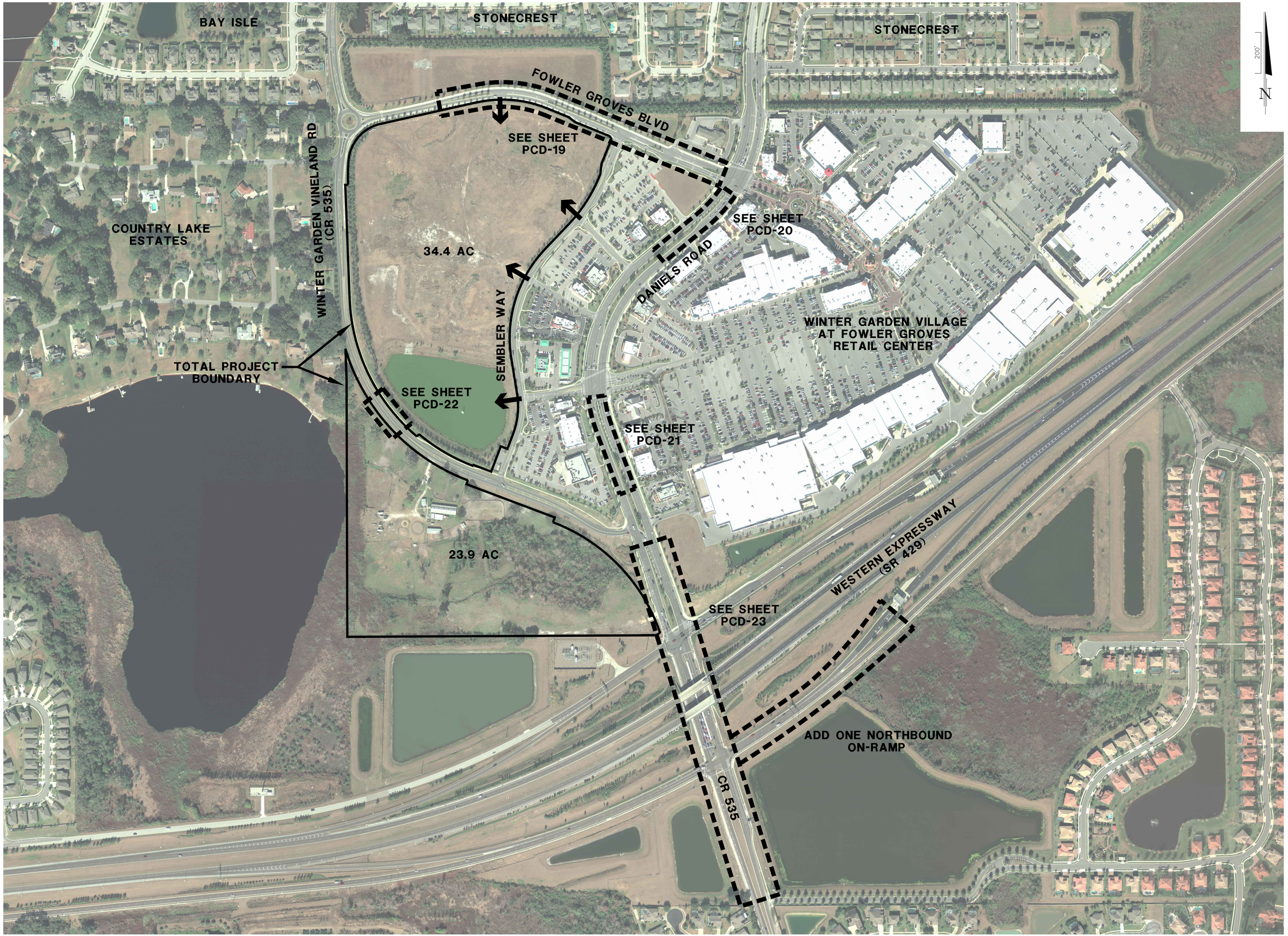
ISSUED FOR:
Revision: 11/09/12

DRAWING TITLE

EXTERIOR ARCHITECTURE CONCEPT 3

DRAWING NUMBER

PCD - 17



FLORIDA HOSPITAL

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Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Transportation Improvements Key Map

drawn by:	DWMA
checked by:	JTT
date:	11/21/12
plot scale:	1"=200'-0"
project no:	
file name:	OVERALL

ISSUED FOR:

DRAWING SCALE

0 FT 100 200 North

DRAWING TITLE

TRANSPORTATION IMPROVEMENTS KEY MAP

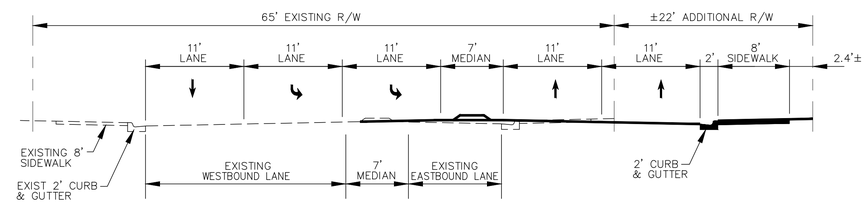
DRAWING NUMBER

PCD-18

FOWLER GROVES BOULEVARD IMPROVEMENTS (PHASE 1)

NOTE: CONCEPTUAL LAYOUT. FINAL GEOMETRY WILL BE DETERMINED AT FINAL ENGINEERING DESIGN.

FOWLER GROVES BOULEVARD IMPROVEMENTS (PHASE 2)



SECTION A-A
NTS

FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Fowler Groves Boulevard Improvements

drawn by:	DWMA
checked by:	JTT
date:	11/9/12
plot scale:	1"=50'-0"
project no:	
file name:	ROADIMP

ISSUED FOR:

DRAWING SCALE

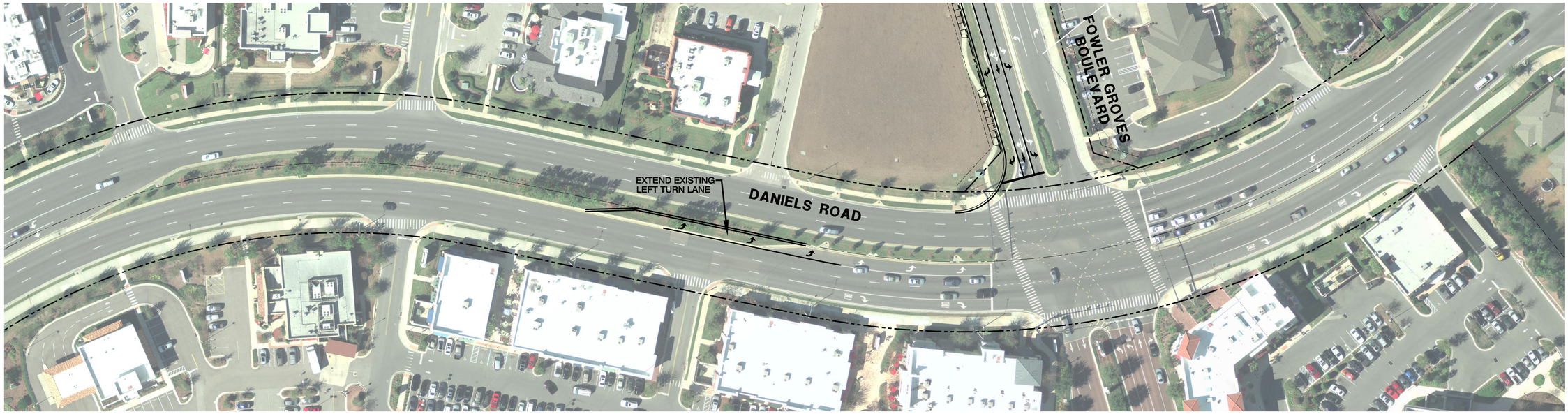
0 FT 25 50 North

DRAWING TITLE

FOWLER GROVES BOULEVARD IMPROVEMENTS

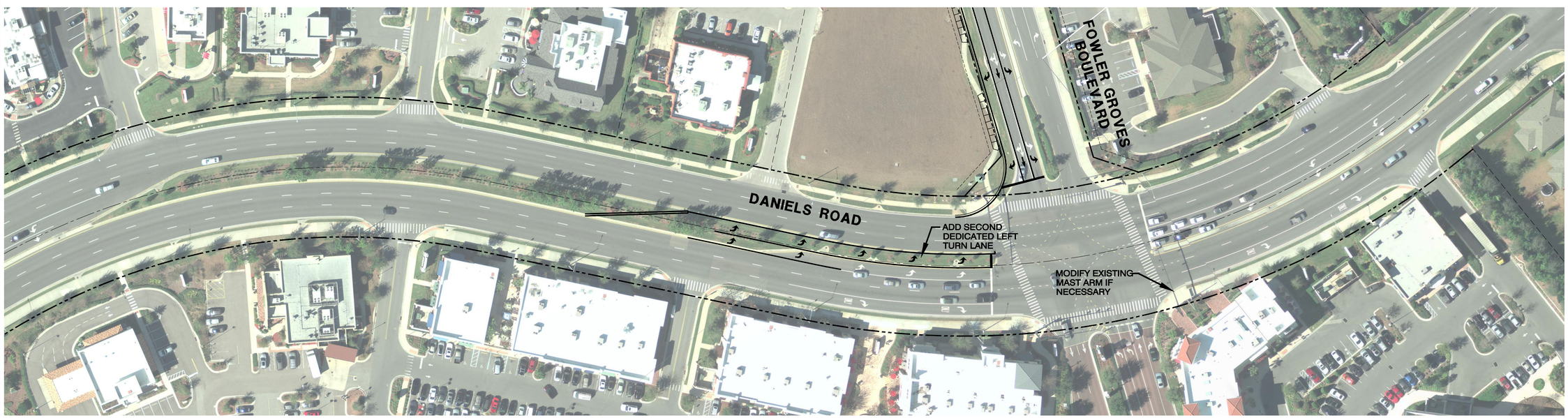
DRAWING NUMBER

PCD-19



DANIELS ROAD IMPROVEMENTS AT FOWLER GROVES BLVD (PHASE 1)

NOTE: CONCEPTUAL LAYOUT. FINAL GEOMETRY WILL BE DETERMINED AT FINAL ENGINEERING DESIGN.



DANIELS ROAD IMPROVEMENTS AT FOWLER GROVES BLVD (PHASE 2)

FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Daniels □oad □□□prove□ents at Fowler Groves Blvd

drawn by:	DWMA
checked by:	JTT
date:	11/9/12
plot scale:	1"=50'-0"
project no:	
file name:	ROADIMP

ISSUED FOR:

DRAWING SCALE

0 FT 25 50 North

DRAWING TITLE

DANIELS ROAD IMPROVEMENTS AT FOWLER GROVES BLVD

DRAWING NUMBER

PCD-20

DANIELS ROAD IMPROVEMENTS AT FOWLER EXCHANGE BLVD

NOTE: CONCEPTUAL LAYOUT. FINAL GEOMETRY WILL BE DETERMINED AT FINAL ENGINEERING DESIGN.

FLORIDA HOSPITAL

CONSULTANTS

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Daniels Road Improvements at Fowler Exchange Blvd

drawn by:	DWMA
checked by:	JTT
date:	11/9/12
plot scale:	1"=50'-0"
project no:	
file name:	ROADIMP

ISSUED FOR:

DRAWING SCALE

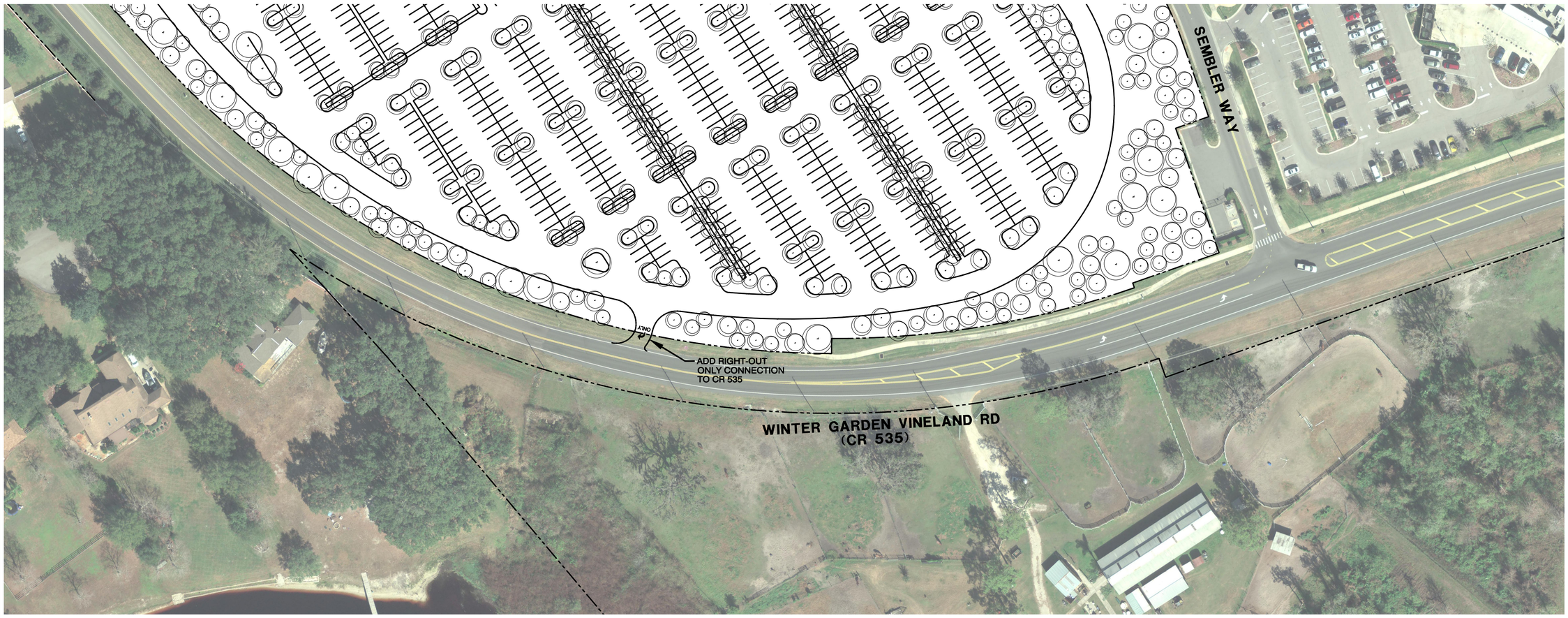
0 FT 25 50 North

DRAWING TITLE

DANIELS ROAD IMPROVEMENTS AT FOWLER EXCHANGE BLVD

DRAWING NUMBER

PCD-21



CR 535 RIGHT OUT CONNECTION

NOTE: CONCEPTUAL LAYOUT. FINAL GEOMETRY WILL BE DETERMINED AT FINAL ENGINEERING DESIGN.

FLORIDA HOSPITAL

CONSULTANTS

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

CR 535 Right Out Connection

drawn by:	DWMA
checked by:	JTT
date:	11/9/12
plot scale:	1"=50'-0"
project no:	
file name:	ROADIMP

ISSUED FOR:

DRAWING SCALE

0 FT 25 50 North

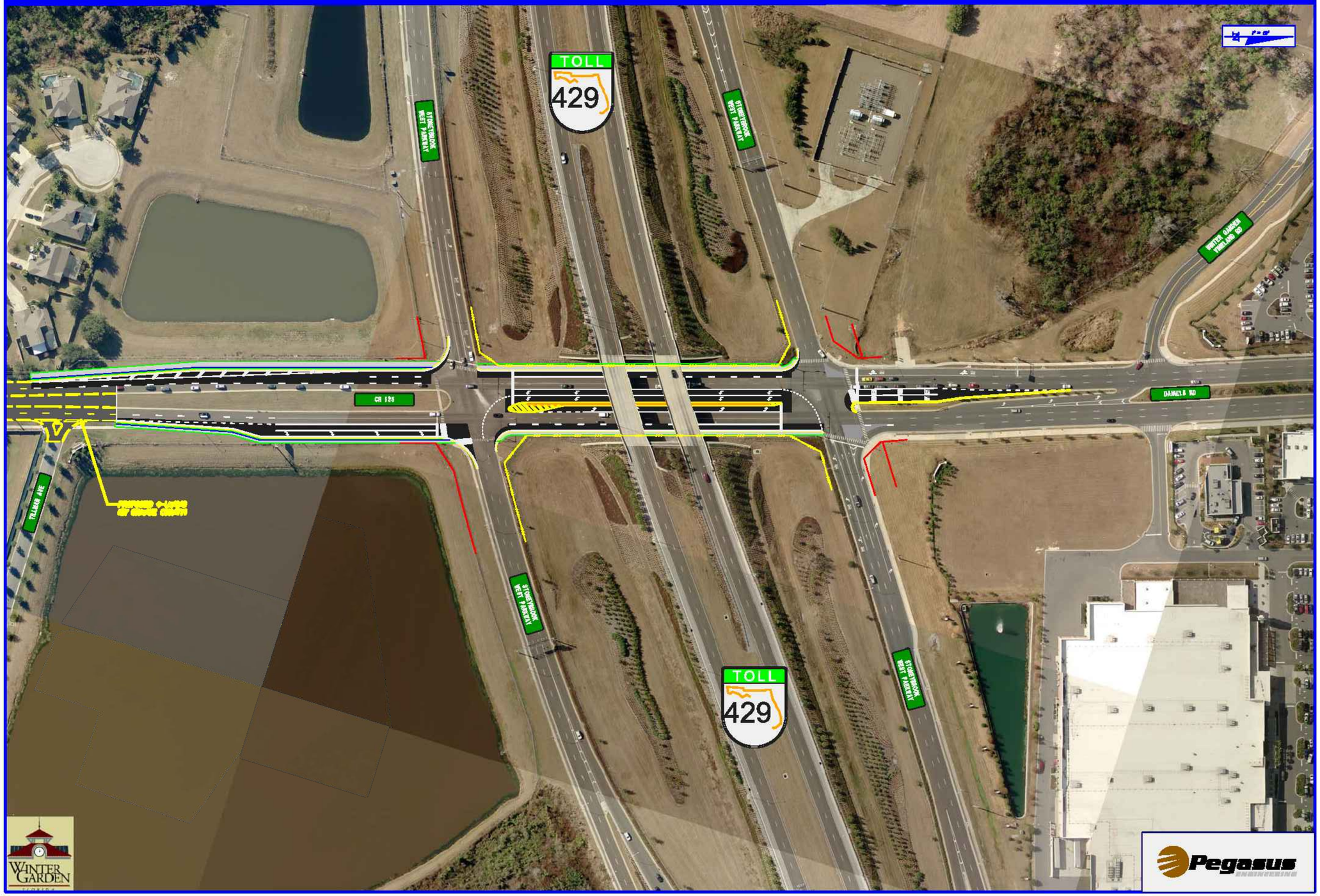
DRAWING TITLE

CR 535 RIGHT OUT CONNECTION

DRAWING NUMBER

PCD-22

CR 535 / SR 429 / STONEYBROOK WEST PKWY IMPROVEMENTS
ALTERNATIVE 6



NOTE: THIS PLAN PROVIDED BY
CITY OF WINTER GARDEN

FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Daniels Road Improvements at SR 429

drawn by:	DWMA
checked by:	JTT
date:	11/9/12
plot scale:	NONE
project no:	
file name:	ROADIMP

ISSUED FOR:

DRAWING SCALE

0 FT 25 50 North

DRAWING TITLE

DANIELS ROAD IMPROVEMENTS AT SR 429

DRAWING NUMBER

PCD-23

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Borron J. Owen, Jr., Esquire
Gray Robinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801
Phone: 407-843-8880

TRANSPORTATION IMPROVEMENTS AGREEMENT

THIS TRANSPORTATION IMPROVEMENTS AGREEMENT (the "**Agreement**") is made this ____ day of _____, 2012, by and among the **CITY OF WINTER GARDEN, FLORIDA**, a Florida municipal corporation (the "**City**"), **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation, ("**Florida Hospital**"); **WINTER GARDEN VILLAGE AT FOWLER GROVES PROPERTY OWNERS' ASSOCIATION, INC.,** a Florida not-profit corporation, (**"POA").**

RECITALS:

A. Florida Hospital is the fee simple owner of that certain real property located in the City of Winter Garden, Orange County, Florida, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Subject Property**"), which Florida Hospital purchased from Sembler Winter Garden Partnership #1, Ltd., a Florida limited partnership, ("**Sembler**") on December ____, 2012; and

B. This Agreement is attached as Exhibit “E” to City Ordinance 12-54 which amends Ordinance 5-24 (Winter Garden Village at Fowler Groves PCD); and

C. That certain Second Amendment to City of Winter Garden Development Order for Winter Garden Village at Fowler Groves, adopted by the City on December ____, 2012, filed _____, 201__, and recorded in Official Records Book _____, Page _____, Public Records of Orange County, Florida, (the “**Second Amendment**”), which Second Amendment was acknowledged and joined into by Sembler requires this Agreement; and

D. Florida Hospital intends to develop a hospital, with ancillary uses, and a medical health care facility, collectively consisting of up to 200 hospital beds, with ancillary uses, and up to 200,000 square feet of medical office on the Subject Property (the “**Hospital Project**”); and

E. As described in the Second Amendment, (i) the initial phase of the Hospital Project (the “**Emergency Department/Medical Office Phase**”) will consist of an emergency department containing approximately 25,000 to 30,000 square feet, and approximately 50,000 to 60,000 square feet of medical office, (ii) subsequent development of the Hospital Project will include (a) a medical office phase (the “**Medical Office Phase**”) that will consist of the balance of the medical office (approximately 140,000 to 150,000 square feet), and (b) a hospital phase (the “**Hospital Phase**”) that will consist of the hospital facility, and (iii) the Emergency Department/Medical Office Phase will occur first, but the Medical Office Phase and

the Hospital Phase could occur simultaneously, or one before the other, but not necessarily in any particular order; and

F. Florida Hospital is also the fee simple owner of that certain real property located in the City of Winter Garden, Orange County, Florida, being more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Fowler Property**"), which Florida Hospital purchased from Fowler Groves, LLC, a Florida limited liability company, on December ____, 2012; and

G. The Fowler Property has been included in the City of Winter Garden Development Order for Winter Garden Village at Fowler Groves by the Second Amendment, and has been included in PCD Ordinance No. ____ adopted by the City on December ____, 2012 (the "**PCD Ordinance**") governing development of the Subject Property and the Hospital Project as off-site support for the Hospital Project in the form of stormwater retention and signage in order to facilitate construction and development of the Hospital Project; and

H. As part of the Emergency Department/Medical Office Phase, and as provided in the PCD Ordinance, Florida Hospital, at its sole cost and expense, will construct a new stormwater retention pond and drainage system (the "**New Pond**") on the Fowler Property that will provide support for the Hospital Project, and also provide support for and accommodate all existing and potential users of the existing stormwater retention pond system (**"Existing Pond"**) located on that certain real property owned by the Winter Garden Village at Fowler Groves Property Owners' Association, Inc., a Florida not-for-profit corporation, (the "**POA**"), being more particularly described in **Exhibit "C"** attached hereto and incorporated herein by this reference (the "**POA Property**"). The New Pond includes a stormwater conveyance system to convey stormwater from the properties benefited by the Existing Pond to the New Pond; and

I. After the New Pond is constructed by Florida Hospital, at its sole cost and expense, pursuant to a separate agreement by and between Florida Hospital and the POA, (i) Florida Hospital shall grant and convey to all existing and potential users of the Existing Pond permanent, perpetual, non-exclusive drainage easements sufficient to convey and accommodate stormwater from the properties benefited by the Existing Pond to over, under, on and into the New Pond, and Florida Hospital shall have the responsibility and obligation to maintain and repair, at its sole cost and expense, the New Pond, and (ii) the POA shall convey and grant to Florida Hospital fee simple ownership of the POA Property, and, at such time, the POA Property shall be automatically considered part of the Subject Property and developable as part of the Hospital Project; and

J. Florida Hospital shall comply with all provisions of the PCD Ordinance in the development of the Hospital Project in addition to other approvals by the City; and

K. Development of the Hospital Project remains subject to certain approvals by the City, including, but not limited to, site plan approval and issuance of building permits, certificates of occupancy, certificates of completion and approvals contemplated in the PCD Ordinance and Second Amendment; and

L. The impact of a development such as the Hospital Project on public infrastructure and services, including, but not limited to, roads, will be significant given the infrastructure needs generated by the Project; and

M. Construction of certain right-of-way improvements is needed to accommodate Florida Hospital's development of the Hospital Project; and

N. Construction of the improvements and obligations required herein, which are necessary to serve and support the Hospital Project and the Subject Property, directly benefit Florida Hospital and the Subject Property and are either needed solely for or are reasonably proportional to the impacts of the Hospital Project; and

O. Florida Hospital and the City agree, as more particularly set forth herein, that Florida Hospital, or its independent contractors, at the sole cost and expense of Florida Hospital, shall design (subject to City approval), permit, install, construct, and test the right-of-way improvements described hereafter in this Agreement as the improvements to be constructed by Florida Hospital; and

P. The City and Florida Hospital now desire to enter into this Agreement to memorialize certain promises, agreements, covenants and expectations pertaining to the road improvements, the development of the Hospital Project and the Subject Property, and other matters as provided for herein.

NOW, THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Florida Hospital and the City agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein as material provisions of this Agreement.

2. City Approvals. In addition to the requirements and obligations of Florida Hospital herein, the development of the Subject Property and the Hospital Project are subject to the PCD Ordinance, City Code requirements, certain agreements, site plan approval and other approvals and permits for the Hospital Project and Subject Property.

3. Road Improvements. As part of Florida Hospital's construction of each phase of the Hospital Project, Florida Hospital, at its sole cost and expense, shall, except as provided otherwise, design (subject to City approval), permit, install, construct and test the following road improvements with inspections by the City at Florida Hospital's sole cost and expense:

a. The following road improvements will be required as part of the Emergency Department/Medical Office Phase and are conceptually depicted in **Sheets "PCD-19-22"**attached to **Exhibit "D"** attached hereto and incorporated herein by this reference:

(1) Widen Fowler Groves Boulevard to 4-lanes (11' wide lanes) from the main entrance of the Hospital Project to Daniels Road, and include a new dedicated eastbound right turn lane at Daniels Road. Unused travel and turn lanes will be "striped out", leaving a single left turn into the Hospital Project and a single right turn out of the Hospital Project. A directional median will prevent left turns out of the Hospital Project. **Sheet "PCD-19"** attached to **Exhibit "D"** hereto

depicts the Fowler Groves Boulevard entry improvements into the Hospital Project.

(2) Extend the northbound left turn lane at the mall entrance and Daniels Road (Hess Station) (**Sheet "PCD-21"** attached to **Exhibit "D"** hereto).

(3) Extend the northbound left turn lane at Daniels Road and Fowler Groves Boulevard (**Sheet "PCD-20"** attached to **Exhibit "D"** hereto).

b. The following road improvements will be required as part of the Hospital Phase, but may be required as part of the Medical Office Phase, if the Medical Office Phase occurs prior in time to the Hospital Phase, as determined by the City during its site plan review of the Medical Office Phase, and are conceptually depicted in **Sheets "PCD-19-23"** attached to **Exhibit "D"** hereto:

(1) Provide a second northbound left turn lane at Daniels Road and Fowler Groves Boulevard (**Sheet "PCD-20"** attached to **Exhibit "D"** hereto).

(2) Provide a traffic signal at the main hospital entrance and Fowler Groves Boulevard (**Sheet "PCD-19"** attached to **Exhibit "D"** hereto) and removing striping so that there are two lanes entering the Hospital Project.

(3) Provide a right turn only exit onto CR535 on the south of the Hospital Project to the west of the existing lift station (**Sheet "PCD-22"** attached to **Exhibit "D"** hereto).

c. The following road improvements will be required as part of the Hospital Phase and shall be designed, permitted, installed, constructed, tested and inspected by the City, unless otherwise directed by the City, all at Florida Hospital's sole expense and cost:

(1) Widen CR535/Daniels Road to six lanes from south of Stoneybrook West Parkway (South) to north of Stoneybrook West Parkway (North) (**Sheet "PCD-23"** attached to **Exhibit "D"** hereto).

(2) Add an additional lane to the northbound on-ramp onto SR 429 (**Sheet "PCD-18"** attached to Exhibit "D" hereto).

The above road improvements shall include all signage and pavement and markings and all stormwater and other improvements and appurtenances related to and required for the above road improvements (all of the foregoing is referred to herein collectively as the "Road Improvements").Unless otherwise agreed by the City, Florida Hospital shall control all aspects of the construction and installation of the Road Improvements that Florida Hospital is to construct subject to right-of-way permit/use regulations and requirements of the City and other governments with jurisdiction, and Florida Hospital shall select and hire any independent contractors to complete the work that Florida Hospital is to construct.

Upon completion of the Road Improvements constructed by Florida Hospital for each Phase of the Hospital Project, Florida Hospital shall have the City Engineer inspect such Road Improvements, obtain a certificate of completion from the City Engineer for such Road Improvements, and as a condition precedent to receiving a certificate of completion, Florida Hospital shall execute and deliver to the City: (i) invoices for the construction costs of the road

improvements, (ii) a two (2) year maintenance bond or irrevocable letter of credit in an amount equal to twenty percent (20%) of the Road Improvements construction costs (which includes without limitation the design, permitting, installation, construction, testing and inspection related to the Road Improvements) as approved by City Engineer (the total costs for the Road Improvements is referred to herein as the "**Road Improvements Construction Costs**") and in a form approved by the City Attorney, (iii) the design engineer of record certification to the City that the Road Improvements have been completed in accordance with approved designed plans, and (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor's warranties, if any for the Road Improvements. No certificates of occupancy shall be issued for any part of the applicable Phase of the Hospital Project until completion of the Road Improvements to be constructed by Florida Hospital for that Phase, including the issuance of a the certificate of completion by the City Engineer, execution and delivery of the bill of sale, and delivery of an acceptable maintenance bond or irrevocable letter of credit for such Road Improvements. The Road Improvements to be constructed by Florida Hospital for a particular Phase of the Hospital Project shall be deemed completed upon Florida Hospital satisfying all of the conditions of this Section 3 ("**Road Improvements Completion**"). Upon the occurrence of Road Improvements Completion, the City will take over ownership, operation and maintenance of the portion of Road Improvements located within the City right-of-way. To the extent any of the Road Improvements are to be constructed within the right of way of a governmental entity other than the City, Florida Hospital shall, at Florida Hospital's sole cost and expense, obtain all approvals, permits and agreements, and satisfy all requirements and conditions necessary for, the design permitting, building, installation, construction, inspection, and testing required by such entity and satisfactory to the City.

Upon completion of the Road Improvements to be constructed by the City, the City will invoice Florida Hospital for the costs and expenses for the design, permitting, installation, construction, testing and inspection for the Road Improvements constructed by the City ("City's Road Improvement Costs"), and Florida Hospital shall pay such costs in full to the City on or before thirty (30) days after the date of said invoice together with such documents evidencing the sums claimed to be due and payable by the invoice. Neither the Subject Property nor any portion thereof shall receive, and the City shall have the right to withhold, the issuance of any plat approvals, site permits, construction plan approvals, building permits, access permits, certificates of occupancy and any other development permits and approvals for the applicable Phase for which the improvements are required under Paragraph 3 until Florida Hospital reimburses the City for the City's Road Improvement Costs. If Florida Hospital fails to timely reimburse the City for the City's Road Improvement Costs, the City shall have the right to place a lien on the Subject Property in the amount of the sum owed plus twelve percent (12%) per annum interest by recording a "Notice of Lien" in the public records of Orange County. A copy of such Notice of Lien shall also be delivered to Florida Hospital in the same manner as required under this Agreement for delivery of written notices. The recorded Notice of Lien shall constitute a lien upon the Subject Property and the lien may be foreclosed upon for the benefit of the City any time after thirty (30) days after the Notice of Lien has been recorded and written notice of foreclosure has been provided to Florida Hospital. Regardless of the date of recording of the Notice of Lien, the City's lien shall be superior to all liens and encumbrances recorded after the recording of this Agreement and all liens and encumbrances subordinated to this Agreement. The City may foreclose the lien in accordance with the procedures established by statute for foreclosing liens. If the City files any lawsuit against Florida Hospital or its successors and assigns for the collection of the City's Road Improvement Costs, or any portion thereof, the prevailing party shall be entitled to reimbursement of costs, including reasonable attorneys' fees and court costs through all trial and appellate levels, and post judgment proceedings, in such proceeding against the non-prevailing party.

4. Plan Approval. The City shall have final approval of all plans, calculations, designs, locations and specifications for the Road Improvements identified in Section 3 above. Except as otherwise extended by the City, once Florida Hospital commences construction of the Road Improvements for a particular Phase of the Hospital Project, such Road Improvements shall be completed no more than 365 days from the commencement of construction.

5. Compliance with Law. Nothing in this Agreement shall allow, or be construed to allow Florida Hospital, or its successors and assigns to avoid or delay compliance with any or all provisions of the City's Comprehensive Plan, the City Code, City resolutions and other requirements pertaining to the use and development of the Subject Property.

6. Indemnity. Florida Hospital hereby indemnifies and holds the City and its elected and appointed officials, employees and agents harmless from and against any and all claims, disputes, lawsuits, injuries, damages, attorneys' fees (including trial and appellate fees), judgments, costs and experts' fees, interest and all adverse matters in any way arising out of or relating to Florida Hospital's and its officers', employees' and agents' negligent acts, negligent omissions, negligence, negligent misrepresentation and default under this Agreement, or any combination thereof, arising from or related to Florida Hospital's exercise of (or failure to exercise) the rights or obligations of Florida Hospital under this Agreement and for the risk assumed by Florida Hospital under this Agreement.

7. Validity. If any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Agreement shall continue in full force and effect.

8. Notices. Any notices required or permitted under this Agreement, and copies thereof, shall be addressed to the City and Florida Hospital at the following addresses, or at such other addresses designated in writing by the party to receive notice.

City: City Manager
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787

With a copy to:
City Attorney
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787

Florida Hospital:

With copies to:

and

POA:
Winter Garden Village at Fowler Groves Property Owners' Association, Inc.

Notices shall be either: (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail.

9. Attorney's Fees. Except as expressly provided otherwise in this Agreement, in any lawsuit between the parties to this Agreement arising from this Agreement, each party shall bear their own respective attorneys' fees and costs.

10. Entire Agreement. This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties have been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings; written or oral, in effect between or among the parties related to the subject matter hereof.

11. Interpretation. None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting all or any portion of this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

12. Binding Effect and Successors. This Agreement shall run with the Subject Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors and assigns of all parties to this Agreement. Florida Hospital shall remain responsible for the performance of its obligations under this Agreement in the event of assignment of this Agreement and/or the conveyance or transfer of the Subject Property unless Florida Hospital obtains a written release from the City; such requested release will not be unreasonably withheld if Florida Hospital is not in default of this Agreement and the City has reasonable assurance that Florida Hospital's obligations hereunder will be satisfied by the proposed assignee of this Agreement and proposed owner of the Subject Property. In the event all obligations under this Agreement have been completed, no such approval from the City shall be required. Excluding the City, Florida Hospital and all transferees, transferor, grantees, grantors, assignees and assignors relating to the Subject Property are jointly and severally liable for Florida Hospital's obligations under this Agreement. The rights granted to Florida Hospital under this Agreement relate specifically to the Subject Property and are not permitted to be transferred to any other property.

13. Local Development Approvals and Permits. Notwithstanding anything herein to the contrary, all development of the Hospital Project shall be in compliance with all applicable

federal, state, county and municipal laws and ordinances, rules and regulations (including, but not limited to, the City's land development regulations, zoning requirements and comprehensive plan). Unless expressly authorized or granted herein, nothing in this Agreement shall constitute or be deemed to constitute or require the City to issue any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, final site plan, preliminary subdivision plan, final subdivision plan, building permit, grading, stormwater drainage, engineering, or any other land use or development approval. Nor shall this Agreement be deemed to reduce, eliminate, derogate from or otherwise adversely affect any such approvals, permissions or rights. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures with respect to same as otherwise set forth in the City's Code of Ordinances and subject to any conditions of approval thereof. Nothing in this Agreement shall constitute or be deemed to constitute a limitation, restriction or any other type of waiver of Florida Hospital's right or ability to seek a rezoning, comprehensive plan amendment, variance, special exception, site plan, preliminary subdivision plan, final subdivision plan, or any other land use or development approval.

14. Rights-of-Way. The City shall be under no obligation to condemn any rights-of-way, easement or other property rights for the construction of the Hospital Project or for any of Florida Hospital's obligations provided for herein. However, if the City determines such is necessary to accomplish the matters, or any of them, contemplated by this Agreement and the City chooses to exercise its power of eminent domain, Florida Hospital shall pay all costs, fees and expenses related thereto.

15. Transportation Impact Fees.

(a) All portions of the Hospital Project, including the Emergency Department/Medical Office Phase, the Medical Office Phase and the Hospital Phase, are subject to, and require payment of, the City's transportation impact fees. Florida Hospital shall be entitled to transportation impact fee credits only for the reasonable costs and expenses actually expended by Florida Hospital for those Road Improvements that create excess capacity for general public traffic, and such Road Improvements are so identified on the attached Exhibit "E", and then only to the extent that such costs and expenses, along with all documentation therefore, are submitted to the City and such costs and expenses and documentation are reviewed and approved by the City as reasonable.

(b) Notwithstanding anything in the City's Code, this Agreement and any other agreements or approvals, to the contrary, the amount of the transportation impact fee credits provided for in this Agreement shall not exceed the amount of the transportation impact fees assessed for development of the Subject Property. Further, transportation impact fee credits relating to the Subject Property are not transferable to other Property.

(c) When applicable, transportation impact fees shall be calculated and paid at rates applicable within the City at the time of building permit issuance. Consistent with Section 42-62 of the City Code, as may be amended from time to time, Florida Hospital shall be entitled to receive a three percent

(3%) cost reduction in said impact fees for paying the fees at the time of building permit issuance.

(d) In connection with the calculation of the transportation impact fees and credits for the Hospital Project and each Phase thereof, Florida Hospital shall not have the right to use or undertake, and hereby waives any right to, an alternative transportation impact fee analysis for such development and all portions of such development.

16. Permit Approvals. Florida Hospital shall be responsible for providing to the City and obtaining any and all approvals and permits for the Road Improvements from all applicable governmental agencies or jurisdictions, including but not limited to, the St. John's River Water Management District ("SJRWMD"), Orange County and the Florida Department of Environmental Protection ("FDEP"). If permit requirements and conditions imposed by Orange County, the St. John's River Water Management District, the Florida Department of Environmental Protection, the Florida Department of Transportation, or any other applicable jurisdiction require Florida Hospital to significantly change the design of the Hospital Project or create conflict or inconsistencies with the conditions of this Agreement, Florida Hospital will revise and resubmit its project to the City for review and processing.

17. Authority. Each party represents and warrants to the other party that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties, this Agreement shall be valid and binding upon the parties hereto and their successors in interest and assigns. In the event Florida Hospital fails to meet Florida Hospital's obligations under this Agreement, no further development (including without limitation the issuance of permits, review of applications, or construction) of the Subject Property or any portion thereof shall continue until such obligations are met.

Furthermore, Florida Hospital represents and warrants to the City that it is the fee simple owner of the Subject Property, free and clear of all encumbrances, including but not limited to mortgages, liens and easements, but excluding real estate taxes for 2013 and beyond. However, in the event an encumbrance exists, Florida Hospital, at its sole cost on or before ten (10) days after the Effective Date shall obtain and submit to the City for recording, all joinders and consents and subordinations to this Agreement (and documents called for herein) or releases from the appropriate parties with an interest in the Subject Property to cause the Subject Property to be free and clear of such encumbrances. On or before ten (10) days after the Effective Date, Florida Hospital shall provide to the City, certified surveys, title reports and other documents evidencing the Subject Property's title is unencumbered.

18. Effective Date. This Agreement shall become effective upon execution by all parties (the "**Effective Date**").

19. Breach. In the event of a breach, default, or violation of one or more of the provisions herein by Florida Hospital or the City, the defaulting party shall be given thirty (30) days to cure such breach, default or violation upon receipt of written notice of the breach, default or violation from the non-defaulting party; provided, however, notwithstanding the foregoing, in the event any such breach, default or violation cannot reasonably be cured within such time period, the defaulting party shall have such additional time as necessary to cure such breach, default or violation, provided that the defaulting party (i) has commenced to cure such

breach, default or violation during the initial thirty (30) day cure period, and (ii) takes those actions required to cure such breach, default or violation as soon as reasonably possible under the circumstances, but in any event within sixty (60) days after the expiration of the initial thirty (30) day cure period. In the event such breach, default or violation is not cured within said time period or time periods, Florida Hospital or the City, as the case may be, shall have the right to pursue any and all legal and equitable remedies available provided by law; provided, however Florida Hospital shall not have any right to monetary damages against the City, and Florida Hospital hereby waives any and all rights to seek monetary damages against the City for the City's breach, default or violation of the provisions in this Agreement. Notwithstanding the foregoing, the City shall be permitted to, without notice, immediately withhold the issuance of, and revoke, certificates of occupancy, building permits and other permits and approvals associated with the Hospital Project in the event Florida Hospital is in violation of any provision of this Agreement.

20. Amendment. This Agreement may be amended, modified or cancelled by mutual consent of the parties hereto as represented by a written document executed by the City and Florida Hospital.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Orange County, Florida.

22. Recording. Within fourteen (14) days after the execution of this Agreement by the parties, the City shall record this Agreement with the cost thereof to be borne by Florida Hospital.

23. Non-Waiver of Sovereign Immunity. Nothing contained in this Agreement nor in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

24. Informed Execution. This Agreement is entered into voluntarily by Florida Hospital without duress and after full review, evaluation and consideration by Florida Hospital. Florida Hospital is represented by legal counsel, or alternatively, has been afforded an opportunity to retain legal counsel for review of this Agreement.

25. Reimbursement. On or before thirty (30) days after the date of invoicing, Florida Hospital shall reimburse the City for all the City's direct costs, expenses and fees incurred relating to the review, processing, inspection, and regulation (or any combination thereof) of applications related to the Hospital Project, including without limitation, the City's consultants', engineers' and attorneys' fees, concerning the preparation of this Agreement and for other development review expenses in accordance with Chapter 88, City of Winter Garden Code of Ordinances.

26. Time is of the Essence. Time is hereby declared to be of the essence in the performance of the duties and obligations of the respective parties to this Agreement.

27. Captions. The captions or section headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Agreement.

28. Independent Parties. The City and Florida Hospital are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize Florida Hospital to represent or bind the City to matters not expressly authorized or provided in this Agreement.

29. Consistency. To the extent any of the provisions in this Agreement are inconsistent with, or are more specific than, Ordinance 12.54 or the Second Amendment, this Agreement controls.

30. Attachments. The following attachments are incorporated herein by reference:

Exhibit "A"	Legal Description of Subject Property
Exhibit "B"	Legal Description of Fowler Property
Exhibit "C"	Legal Description of POA Property
Exhibit "D"	Road Improvements
Exhibit "E"	Transportation Impact Fee Eligibility

AGREED by the City Commission of the City of Winter Garden, Florida, a Florida municipality, and ADVENTIST HEALTH SYSTEM/SUNBELT, INC., a Florida not-for-profit corporation, as of the day first written above.

[SIGNATURES ON NEXT PAGES]

Signed, sealed and delivered in the presence of:

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

"CITY"

By:_____
Print Name: JOHN REES
Mayor

Date: _____, 2012

ATTEST:

By: _____
Print Name: KATHY GOLDEN
City Clerk

Date: _____, 2012

APPROVED AS TO FORM AND LEGALITY for use and reliance by the City of Winter Garden, Florida only:

By: _____
Print Name: _____
City Attorney

Date: _____, 2012

STATE OF FLORIDA
COUNTY OF ORANGE

On this ____ day of _____, 2012, before me, the undersigned authority, personally appeared _____ and _____, personally known to me to be the Mayor and City Clerk of the City of Winter Garden, Florida, respectively, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Winter Garden, Florida as its true act and deed, and that they were duly authorized to do so.

_____
_____
(NAME: Printed, Typed or Stamped)
Notary Public, State of Florida
My Commission Expires: _____

Signed, sealed and delivered in the presence of:

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

"FLORIDA HOSPITAL"

ADVENTIST HEALTH SYSTEM/ SUNBELT, INC.,
a Florida not-for-profit corporation

By: _____
Printed Name: _____
Title: _____

Date: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

On this ____ day of _____, 2012, before me, the undersigned authority, personally appeared _____, as the _____ of **Adventist Health System/Sunbelt, Inc.**, a Florida not-for-profit corporation, personally known to me, and acknowledged before me that he executed the foregoing instrument on behalf of the corporation, and that he was duly authorized to do so.

_____

_____
(NAME: Printed, Typed or Stamped)
Notary Public, State of Florida
My Commission Expires: _____

Signed, sealed and delivered in the presence of:

WINTER GARDEN VILLAGE AT FOWLER GROVES PROPERTY OWNERS' ASSOCIATION, INC.,
a Florida not-for-profit corporation

_____
Print Name:_____
Witness

By: _____
Printed Name: _____
Title: _____

_____
Print Name:_____
Witness

Date: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

On this ____ day of _____, 2012, before me, the undersigned authority, personally appeared _____, as the _____ of **Winter Garden Village at Fowler Groves Property Owners' Association, Inc.**, a Florida not-for-profit corporation, personally known to me, and acknowledged before me that he executed the foregoing instrument on behalf of the corporation, and that he was duly authorized to do so.

_____
_____
(NAME: Printed, Typed or Stamped)
Notary Public, State of Florida
My Commission Expires: _____

<u>EXHIBIT "A"</u>

(Sembler Property)

Lot 11, Block 1, Winter Garden Village at Fowler Groves, according to the plat thereof recorded in Plat Book 69, Pages 82 through 86, inclusive, of the Public Records of Orange County, Florida.

Containing 24.349 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

<u>EXHIBIT "B"</u>

(Fowler Property)

That pert of the North half of the Northwest ¼ of Section 2, Township 23 South, Range 27 East, Orange County, Florida, lying Southerly and Westerly of Winter Garden-Vineland Road (CR 535); LESS that part thereof lying within Right of Way "H", Bike Trail, as described in Order of Taking recorded in Official Record Book 6084, Page 2829, and Stipulated Final Judgment recorded in Official Records Book 6920, Page 2493, of the Public Records of Orange County, Florida.

EXHIBIT "C"

(POA Property)

Tract B, Block 1, WINTER GARDEN VILLAGE AT FOWLER GROVES, as recorded in Plat Book 69, Pages 82 through 86 of the Public Records of Orange County, Florida.

Containing 10.006 acres more or less and being subject to any rights-of-way, restrictions and easements or record.

Florida Hospital - Fowler Groves

Planned Commercial Development
City of Winter Garden, Florida
October 12, 2012

Revisions: October 19, 2012
October 26, 2012
November 9, 2012

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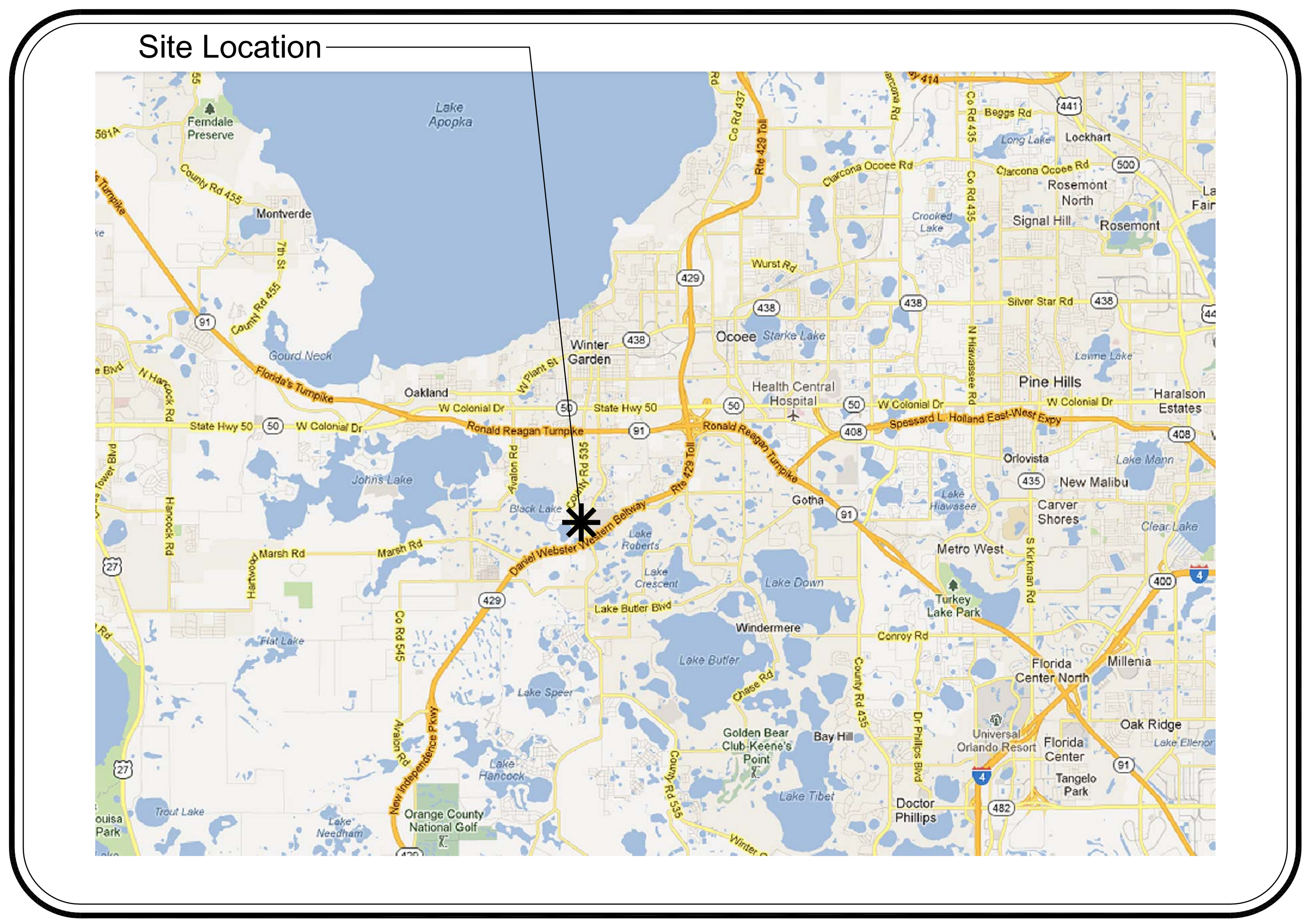


Vicinity Map (not to scale)

North

Ownership & Consultant Information

Owner

Parcel 1 - Fowler Parcel	Parcel 2 - Sembler Parcel	Parcel 3 - POA Parcel
Fowler Groves, LLC	Sembler Winter Garden Partnership #1, Ltd	Winter Garden Village at Fowler Groves Property Owner's Assocation, Inc.
P: (407) 467-7973	P: (727) 384-6000 ext 3043	P: (407) 656-1658
Steve Bekemeyer	Tom Hareas	John Carnesale

Applicant/ Legal Counsel	Surveyor & Civil Engineer	Planner	Traffic Engineer
Gray Robinson, P.A. 301 E. Pine Street Orlando, FL 32801	Donald W. McIntosh Associates, Inc. 2200 Park Avenue North Winter Park, FL 32789	Davis Associates P. O. Box 568626 Orlando, FL 32856	LTEC Luke Transportation Engineering Consultants 29 E. Pine Street Orlando, Florida 32801
P: (407) 843-8880	P: (407) 644-4068	P: (407) 839-2099	P: (407) 423-8055

Utility Providers

Sewer & Water Service	Power Service	Telephone Service	Cable Service
City of Winter Garden 300 W. Plant St Winter Garden, FL 34787	Progress Energy 452 E. Crown Point Rd Winter Garden, FL 34787	Centurylink Florida, Inc. 33 N. Main Street Winter Garden, FL 34787	Brighthouse Networks 65 S. Keller Rd Orlando, FL 32810
P: (407) 656-4111	P: (407) 905-3302	P: (407) 814-5351	

FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Total Project Boundary

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	1"=150'-0"
project no:	
file name:	FH-PCD

ISSUED FOR:

DRAWING SCALE

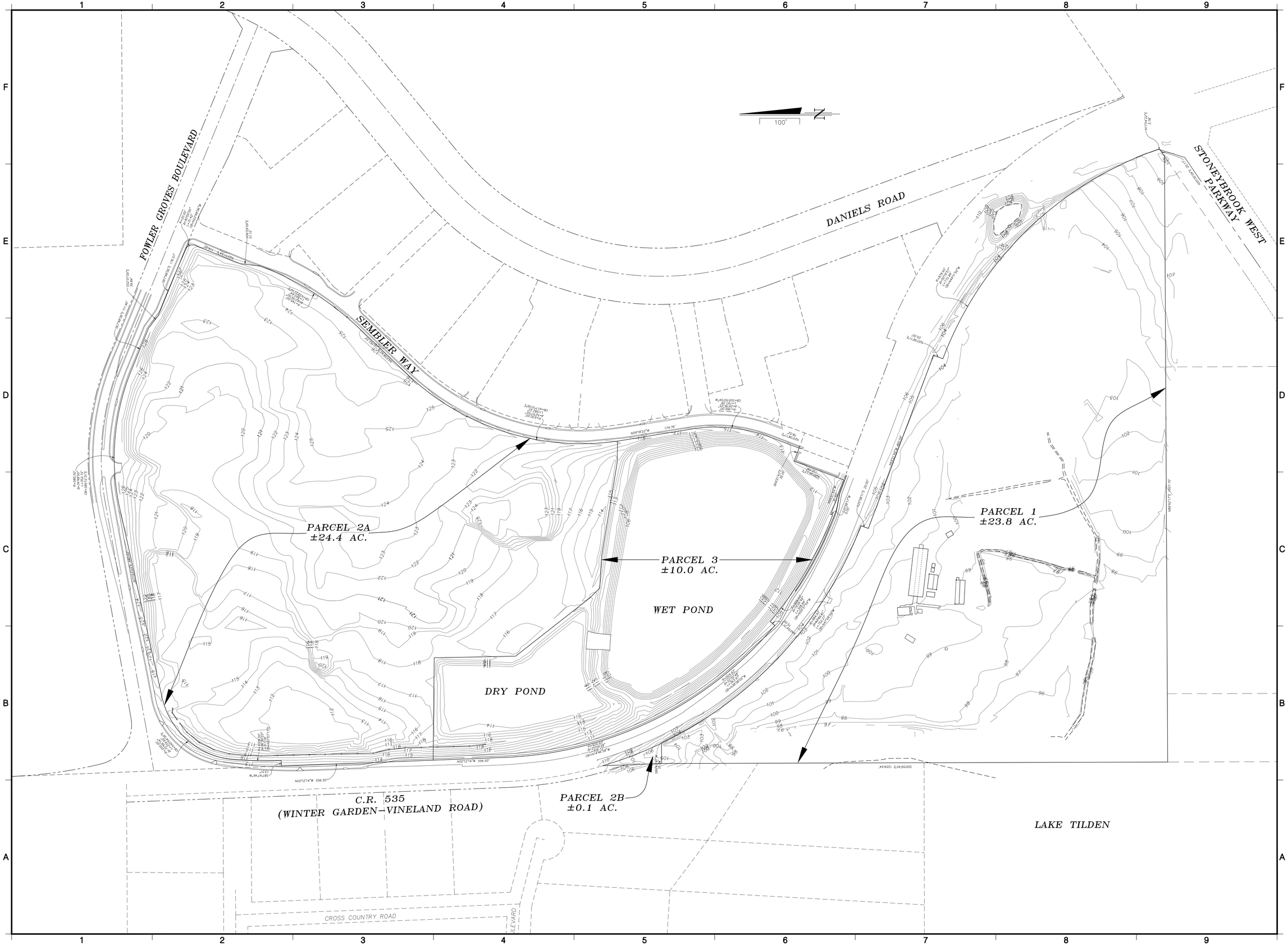
0 FT 100 200 North

DRAWING TITLE

TOTAL PROJECT BOUNDARY

DRAWING NUMBER

PCD-2



FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD
City of Winter Garden, Florida
Boundary & Topographic Map

drawn by:	DWMA
checked by:	JTT
date:	10/12/12
plot scale:	1"=100'-0"
project no:	
file name:	TOPOMAP

ISSUED FOR:

DRAWING SCALE

0 FT 50 100 North

DRAWING TITLE

BOUNDARY & TOPOGRAPHIC MAP

DRAWING NUMBER

PCD-3

DEVELOPMENT STANDARDS

ZONE 1:	0ft	(parking, landscaping, hardscape, walls, signage, lights, driveways, sidewalks and other similar improvements are permitted)
ZONE 2a:	2 Stories - 30 Feet	
ZONE 2b:	3 Stories - 51 Feet	
ZONE 2c:	5 Stories - 81 Feet	
ZONE 2d:	7 Stories - 111 Feet	

NOTE:
Total Height is measured to the roof of the top floor. It does not include penthouses, stairs to the roof, screen walls or enclosed mechanical penthouses. It does not include parapets up to 5 feet in height, and architectural features up to a maximum of 25 ft above the roof level (non-occupied).

FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Medical Use Height Diagram

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	1"=150'-0"
project no:	
file name:	FH-PCD

ISSUED FOR:

REVISION:	10/19/12
REVISION:	11/09/12

DRAWING SCALE

0 FT 75 150 North

DRAWING TITLE

MEDICAL USE HEIGHT DIAGRAM

DRAWING NUMBER

PCD-4

PROJECT DATA SUMMARY

GENERAL INFORMATION

Parcel ID Number: 35-22-27-9398-01-110 & 35-22-27-9398-00-002 & 02-23-27-0000-00-025 & 35-22-27-0000-00015

Total Medical Use Acreage (gross):	+/- 58.3 AC
Developable Land Acreage (net):	+/- 41.3 AC
Stormwater Acreage:	+/- 6.0 AC
Wetland Acreage:	+/- 11.0 AC
Existing Zoning:	PCD
Proposed Zoning:	PCD

DEVELOPMENT PROGRAM

200 Bed Hospital with Ancillary Uses (+/- 490,000 SF)
200,000 SF Medical Office
Surface Parking: +/- 1900 Spaces

DEVELOPMENT STANDARDS

Max. Building Height:

Zone 1:	0ft (parking, landscaping, hardscape, walls, signage, lights, driveways, sidewalks and other similar improvements are permitted)
Zone 2a:	2 Stories - 30 feet *
Zone 2b:	3 Stories - 51 feet *
Zone 2c:	5 Stories - 81 feet *
Zone 2d:	7 Stories - 111 feet *

* Total Height is measured to the roof of the top floor. It does not include penthouses, stairs to the roof, screen walls or enclosed mechanical penthouses. It does not include parapets up to 5 feet in height, and architectural features up to a maximum of 25 ft above the roof level (non-occupied).

Buffers: See PCD-6, PCD-7 & PCD-8 for Buffer Details

Type A:	40ft (Existing)
Type B:	15ft (Existing)
Type E:	10ft (Existing)
Type E2.1:	20ft
Type E2.2:	15ft

TRIP GENERATION

Land Use	Size	ITE Land Use Code/ (2)	Trip Generation Rates (1) Daily	PM Peak Hours 2-Way Total
Hospital	1 Bed	610/ R	11.81	1.31
Medical Office	1,000 SF	720/ R	36.13	3.46

(1) Trip Generation Rates from 8th Edition of ITE Trip Generation Report, 2008.
(2) R = Average Trip Rate
Luke Transportation Engineering Consultants, Inc. 2012

UTILITIES

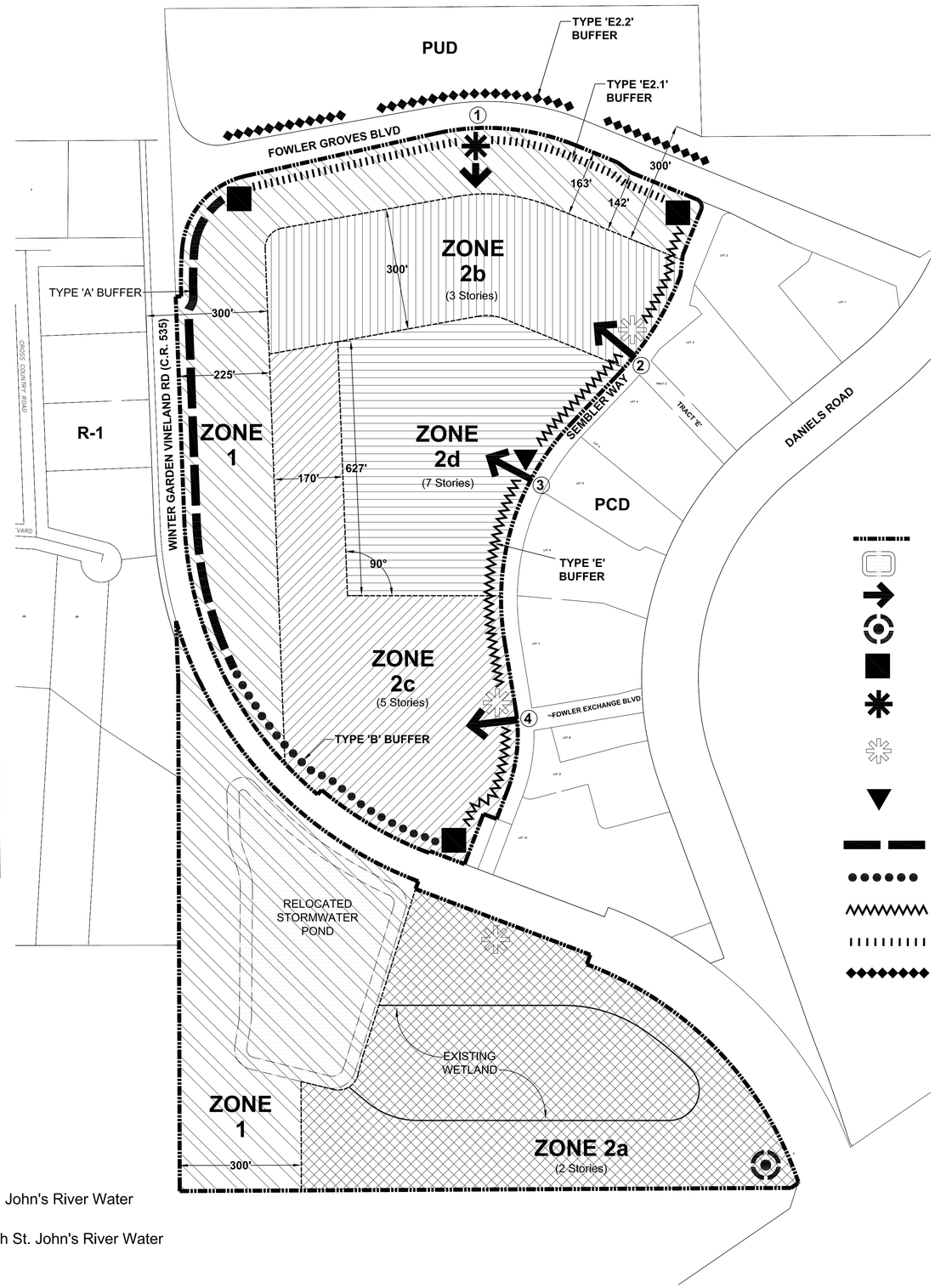
Water:	City of Winter Garden
Waste Water:	City of Winter Garden
Re-Use Water:	City of Winter Garden
Electric:	Progress Energy
Fire Rescue:	City of Winter Garden

ACCESS

- Fowler Groves Boulevard ①
- Sembler Way ② ③ & ④

NOTES:

1. The stormwater management system shall be designed to comply with City of Winter Garden code and St. John's River Water Management District (SJRWMD) regulations.
2. All acreages regarding wetlands and buffers are considered approximate until finalized by coordination with St. John's River Water Management District (SJRWMD).



FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD
City of Winter Garden, Florida
Medical Use Project Data

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	1"=150'-0"
project no:	
file name:	FH-PCD

ISSUED FOR:

REVISION:	10/19/12
REVISION:	11/09/12
REVISION:	11/16/12

DRAWING SCALE

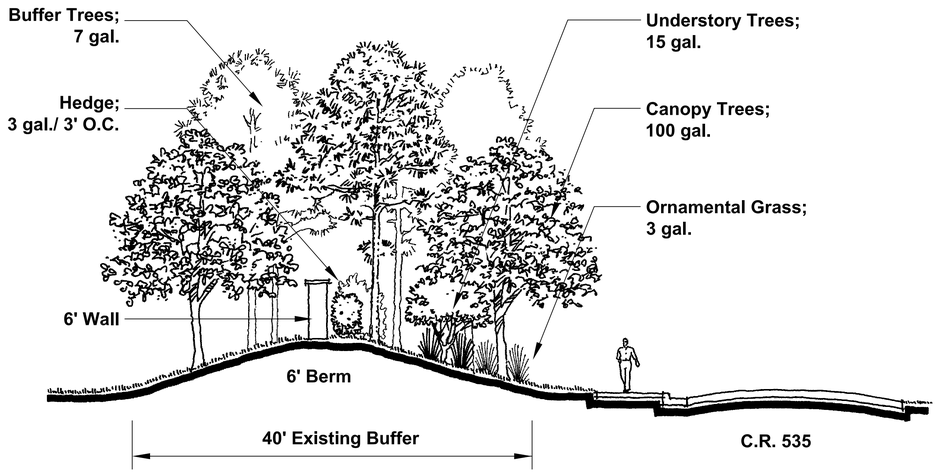
0 FT 75 150 North

DRAWING TITLE

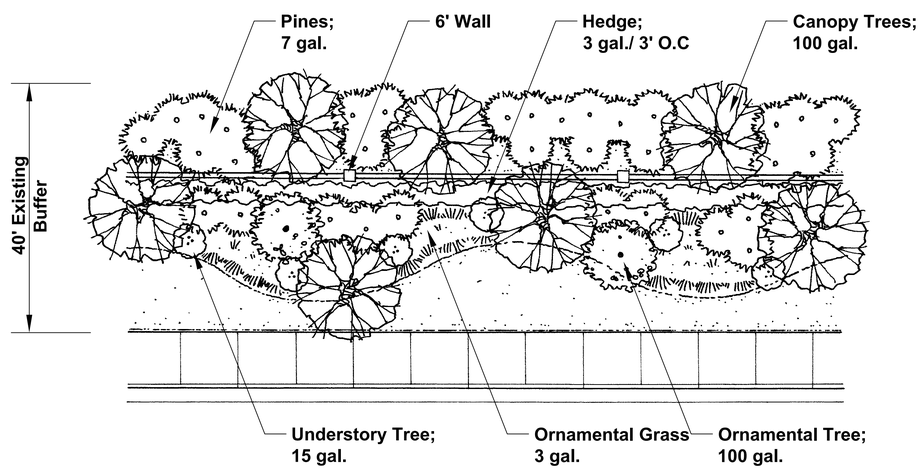
MEDICAL USE PROJECT DATA

DRAWING NUMBER

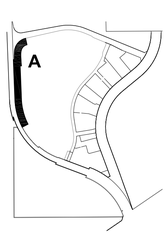
PCD-5



SECTION



PLAN

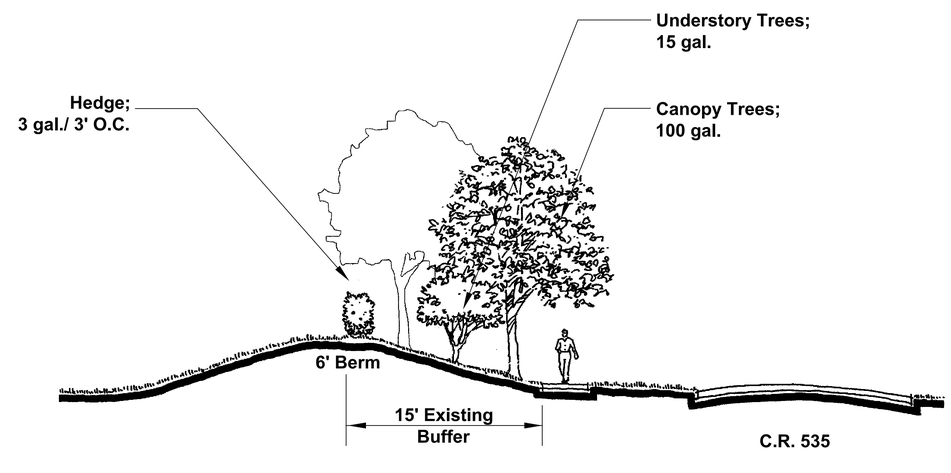


		Existing (Typical per 100 LF Section)		
SYM	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
EP/3	33	Eleagnus pungens	Silverthorn	3 gal: 18"-24" x 18"-24"
MC/15	6	Myrica Cerifera	Wax Myrtle	15 gal: 5'-6' x 3'-4'; multi-trunk
MG/100	2	Magnolia grandiflora D.D. Blanchard	Southern Magnolia	100 gal: 11'-12' x 6'-7'; 3" cal.
PE/7	28	Pinus Elliottii	Slash Pine	7 gal: 4'-5' x 24"-30"; 1" cal.
QV/100	7	Quercus Virginiana	Live Oak	100 gal: 14'-15' x 6'-7'; 4" cal.
TDF/3	80	Tripsacum dactyloides	Fakahatchee Grass	3 gal: 24"-30" full

NOTES:
1. This section is for illustrative purposes and is to address design intent. Actual elevations and dimensions are subject to change.
2. Plant material shown is sized to a period of five to seven years after installation with regular maintenance and no occurance of natural disasters.
3. All on-site landscape areas are to be irrigated via an automated underground system.
4. Optional plant species for additional buffer shall be considered. Approval by City of Winter Garden required.

TYPE 'A' BUFFER

(Existing on site to remain)



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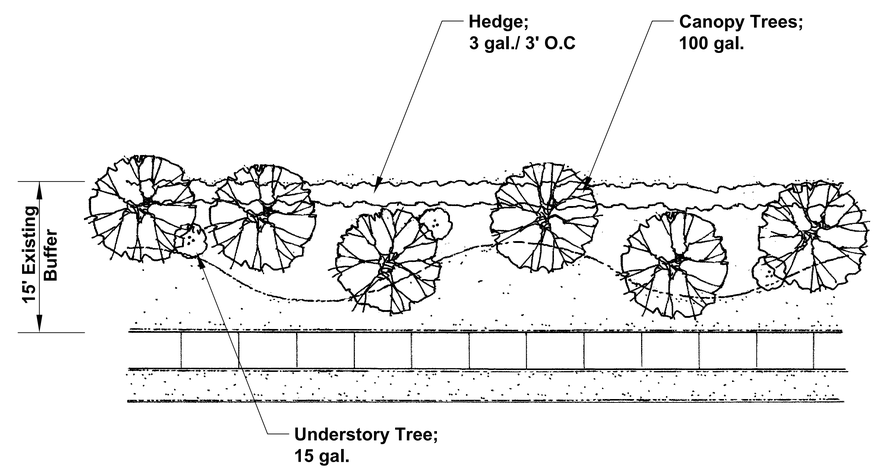
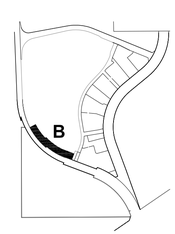


PLAN



		Existing (Typical per 100 LF Section)		
SYM	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
LJ/30	3	Ligustrum Japonicum	Ligustrum Tree	30 gal: 7'-8' x 6'-7'; multi-trunk
QV/100	6	Quercus Virginiana	Live Oak	100 gal: 14'-15' x 6'-7'; 4" cal.
VS/3	33	Viburnum Suspensum	Sadankwa Viburnum	3 gal: 18"-24" x 18"-24"

NOTES:
1. This section is for illustrative purposes and is to address design intent. Actual elevations and dimensions are subject to change.
2. Plant material shown is sized to a period of five to seven years after installation with regular maintenance and no occurance of natural disasters.
3. All on-site landscape areas are to be irrigated via an automated underground system.
4. Optional plant species for buffer variety shall be considered. Approval by City of Winter Garden required.

TYPE 'B' BUFFER

(Existing on site to remain)

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Florida Hospital / Fowler Groves PCD
City of Winter Garden, Florida
Landscape Buffer Details - Existing

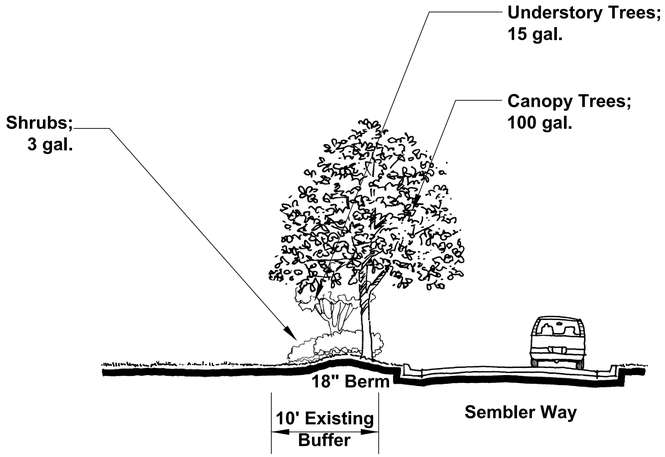
drawn by: TDC
checked by: DD
date: 10/12/12
plot scale: Not to Scale
project no:
file name: FH-PCD

ISSUED FOR:
REVISION: 11/16/12

DRAWING SCALE

DRAWING TITLE
LANDSCAPE BUFFER DETAILS-EXISTING

DRAWING NUMBER
PCD-6



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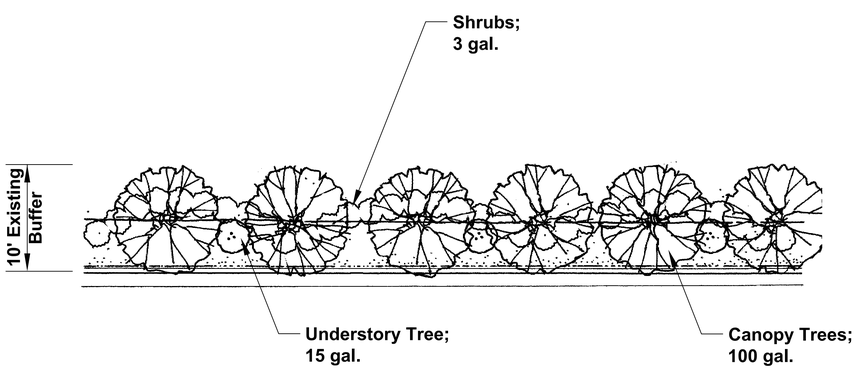
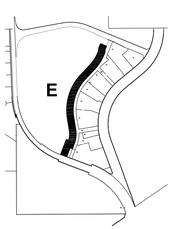


PLAN

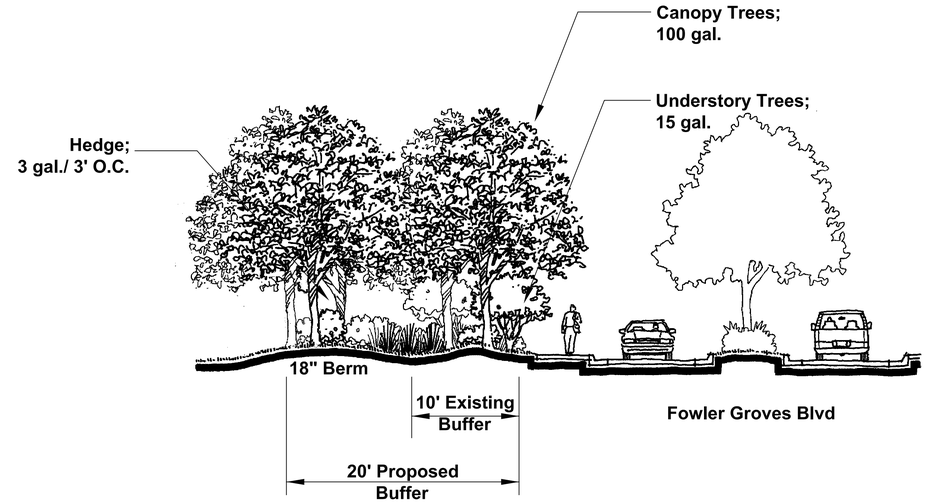


		Existing & Required Buffer (Typical per 100 LF Section)		
SYM	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SPECIFICATIONS**
LJ/30	3	Ligustrum Japonicum	Ligustrum Tree	30 gal: 7'-8' x 6'-7'; multi-trunk
QV/100	6	Quercus Virginiana	Live Oak	100 gal: 14'-15' x 6'-7'; 4" cal.
VS/3	33	Viburnum Suspensum	Sadankwa Viburnum	3 gal: 18"-24" x 18"-24"

NOTES:
1. This section is for illustrative purposes and is to address design intent. Actual elevations and dimensions are subject to change.
2. Plant material shown is sized to a period of five to seven years after installation with regular maintenance and no occurance of natural disasters.
3. All on-site landscape areas are to be irrigated via an automated underground system.
4. Optional plant species for buffer variety shall be considered. Approval by City of Winter Garden required.

TYPE 'E' BUFFER

(Existing on site to remain)



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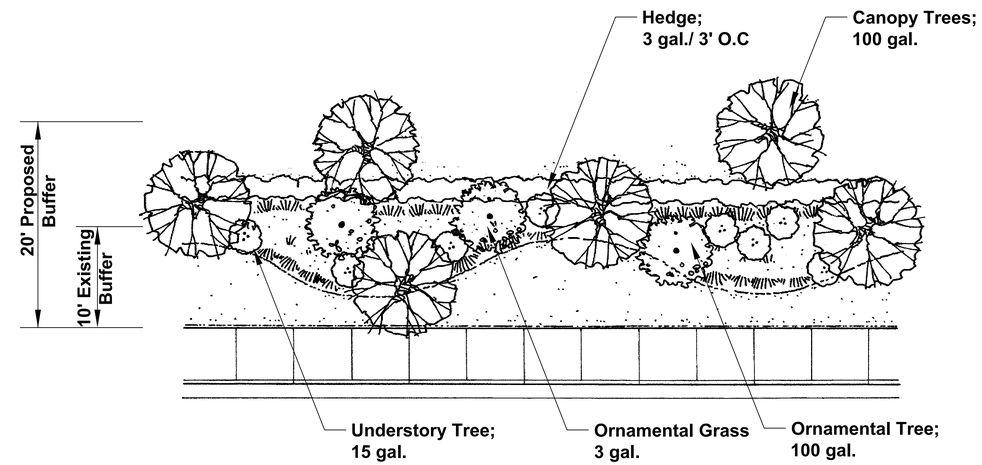
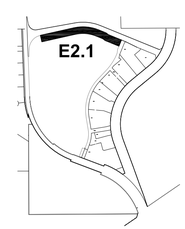


PLAN



		Existing & Required Buffer (Typical per 100 LF Section)		
SYM	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SPECIFICATIONS**
LJ/30	3	Ligustrum Japonicum	Ligustrum Tree	30 gal: 7'-8' x 6'-7'; multi-trunk
QV/100	6	Quercus Virginiana	Live Oak	100 gal: 14'-15' x 6'-7'; 4" cal.
VS/3	33	Viburnum Suspensum	Sadankwa Viburnum	3 gal: 18"-24" x 18"-24"
		Proposed Additional Buffer (Typical per 100 LF Section)		
LJ/30	5	Ligustrum Japonicum	Ligustrum Tree	30 gal: 7'-8' x 6'-7'; multi-trunk
MG/100	3	Magnolia grandiflora D.D. Blanchard	Southern Magnolia	100 gal: 11'-12' x 6'-7'; 3" cal.
TDF/3	50	Tripsacum dactyloides	Fakahatchee Grass	3 gal: 24"-30" full

NOTES:
1. This section is for illustrative purposes and is to address design intent. Actual elevations and dimensions are subject to change.
2. Plant material shown is sized to a period of five to seven years after installation with regular maintenance and no occurance of natural disasters.
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4. Optional plant species for buffer variety shall be considered. Approval by City of Winter Garden required.

TYPE 'E2.1' BUFFER

FLORIDA HOSPITAL

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Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Landscape Buffer Details

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	Not to Scale
project no:	
file name:	FH–PCD

ISSUED FOR:

REVISION: 10/19/12

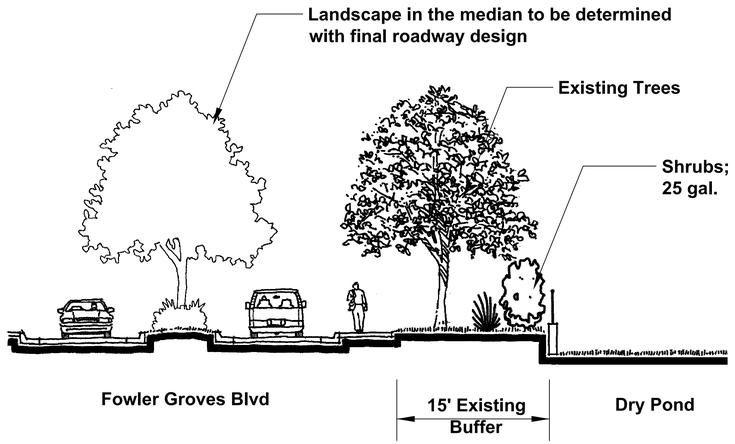
DRAWING SCALE

DRAWING TITLE

LANDSCAPE BUFFER DETAILS

DRAWING NUMBER

PCD-7



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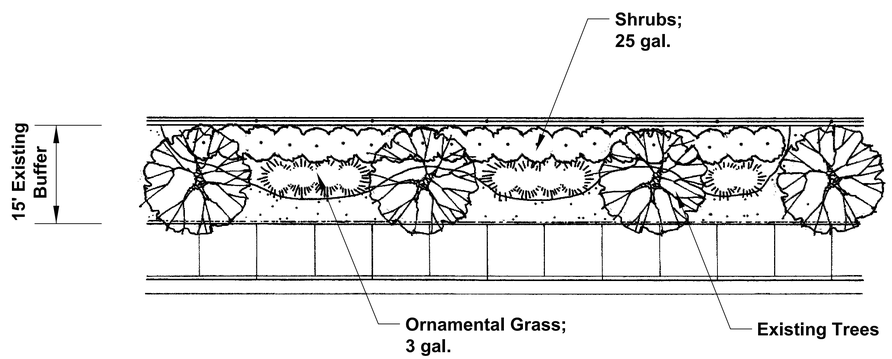
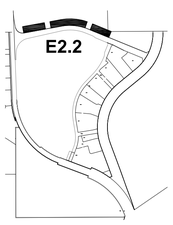


PLAN

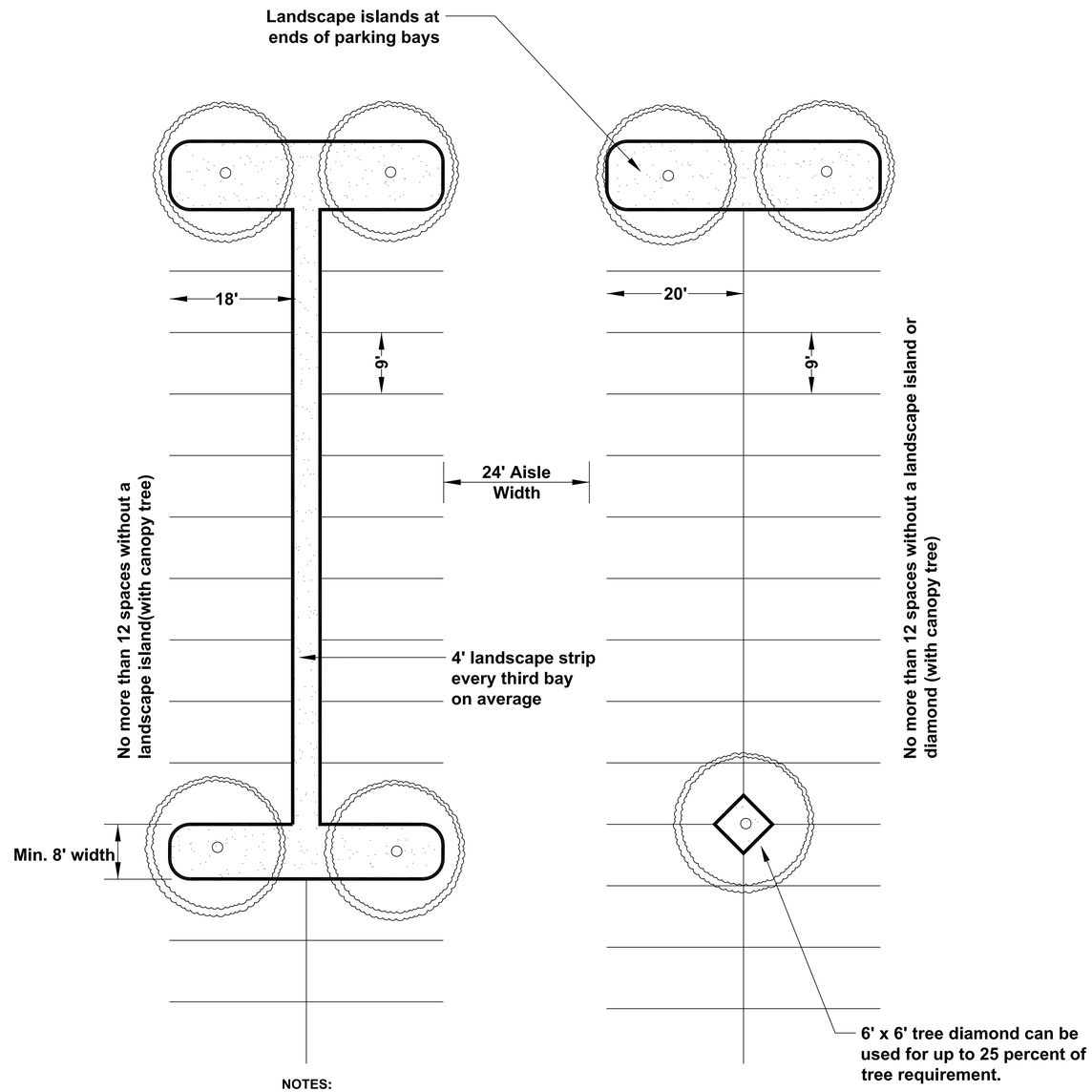


		Proposed Additional Buffer (Typical per 100 LF Section)		
SYM	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
TDF/3	15	Tripsacum dactyloides	Fakahatchee Grass	3 gal: 24"-30" full
VS/25	22	Viburnum odoratissimum	Sweet Viburnum	25 gal: 60"-72" x 36"-60"

NOTES:
1. This section is for illustrative purposes and is to address design intent. Actual elevations and dimensions are subject to change.
2. Plant material shown is sized to a period of five to seven years after installation with regular maintenance and no occurance of natural disasters.
3. All on-site landscape areas are to be irrigated via an automated underground system.
4. Optional plant species for buffer variety shall be considered. Approval by City of Winter Garden required.

TYPE 'E2.2' BUFFER

(Existing on site to remain)



NOTES:
1. All landscaped areas shall have 6" vertical curb.
2. Parallel parking shall also be allowed on internal streets subject to City standards.

Parking Standards

- 40% of island planting areas must contain shrubs and ground covers rather than sod.
- Planter islands must have a minimum area of 200 sq. ft. and a minimum width of 8 feet.
- Canopy trees are to be 3" caliper, 12 - 14 feet in height, and 65 gallon containers.
- 4-foot landscape strip between rows of parking spaces are to occur every third bay on average, with parking space depth at 18'.
- 9' minimum width for every parking space.

TYPICAL PARKING AREA LANDSCAPE

FLORIDA HOSPITAL

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Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Landscape Buffer Details

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	Not to Scale
project no:	
file name:	FH–PCD

ISSUED FOR:

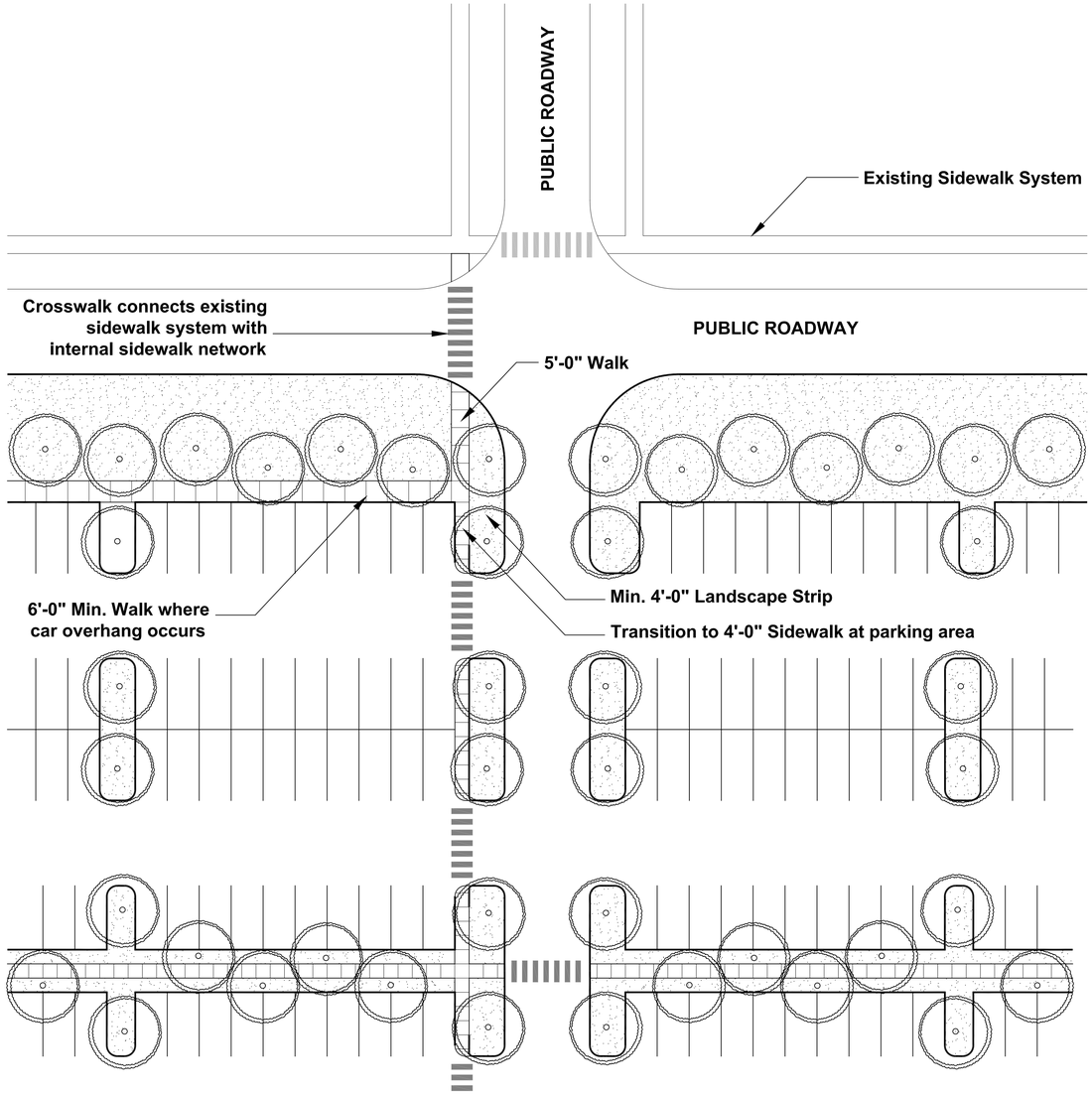
DRAWING SCALE

DRAWING TITLE

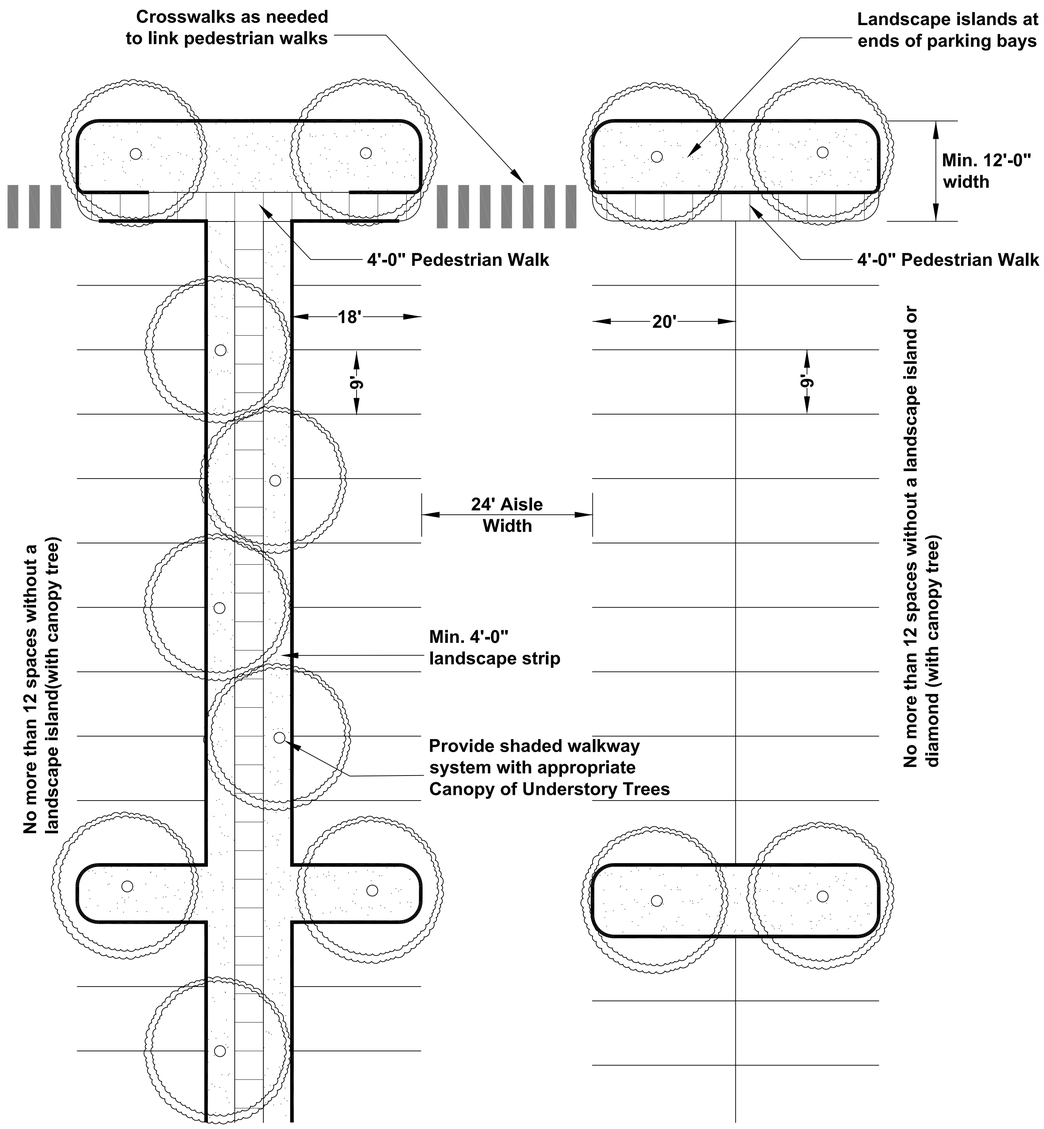
LANDSCAPE BUFFER DETAILS

DRAWING NUMBER

PCD-8



TYPICAL PEDESTRIAN WALK/ LANDSCAPE AT PROJECT ENTRY POINTS



NOTES:
1. All landscaped areas shall have 6" vertical curb.
2. Parallel parking shall also be allowed on internal streets subject to City standards.

Parking Standards

- 40% of island planting areas must contain shrubs and ground covers rather than sod.
- Planter islands must have a minimum area of 200 sq. ft. and a minimum width of 8 feet.
- Canopy trees are to be 3" caliper, 12 - 14 feet in height, and 65 gallon containers.
- 9' minimum width for every parking space.

TYPICAL PARKING PEDESTRIAN WALK/ LANDSCAPE DETAIL

FLORIDA HOSPITAL

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Landscape Pedestrian Walk Details

drawn by:	TDC
checked by:	DD
date:	10/26/12
plot scale:	Not to Scale
project no:	
file name:	FH–PCD

ISSUED FOR:

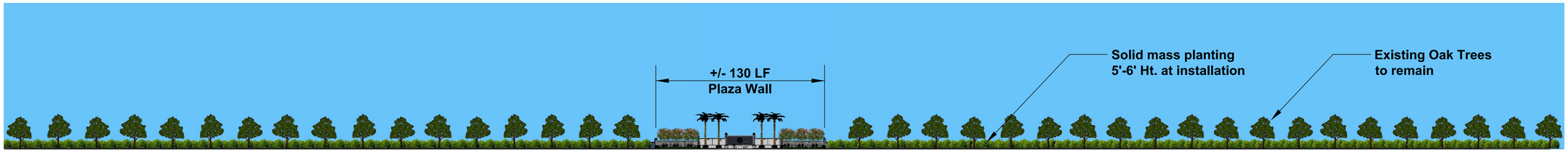
DRAWING SCALE

DRAWING TITLE

LANDSCAPE PEDESTRIAN WALK DETAILS

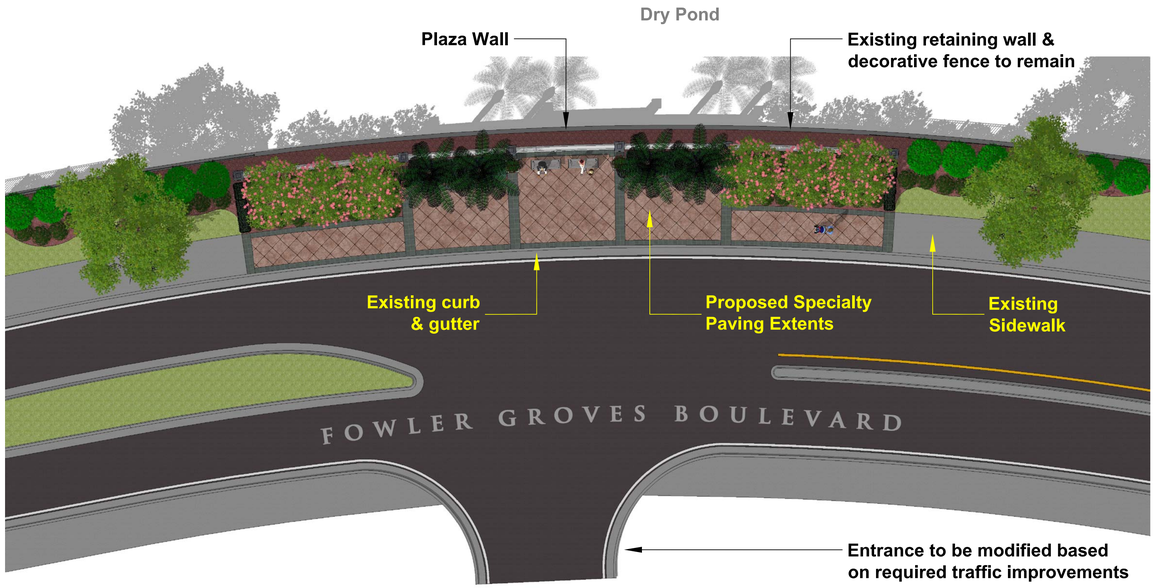
DRAWING NUMBER

PCD-8A



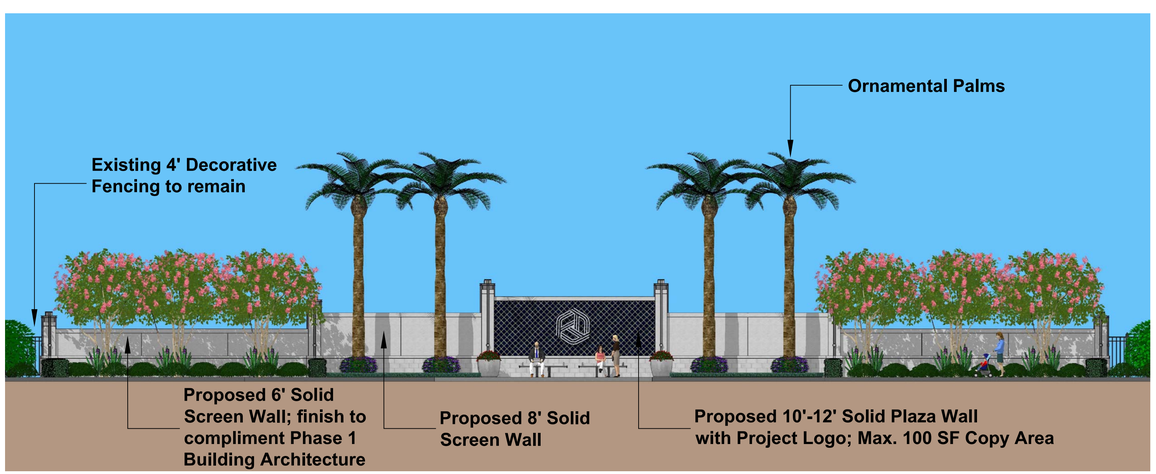
PARTIAL WALL/ LANDSCAPE TREATMENT ELEVATION

Fowler Groves Blvd. - Northside of street along dry pond

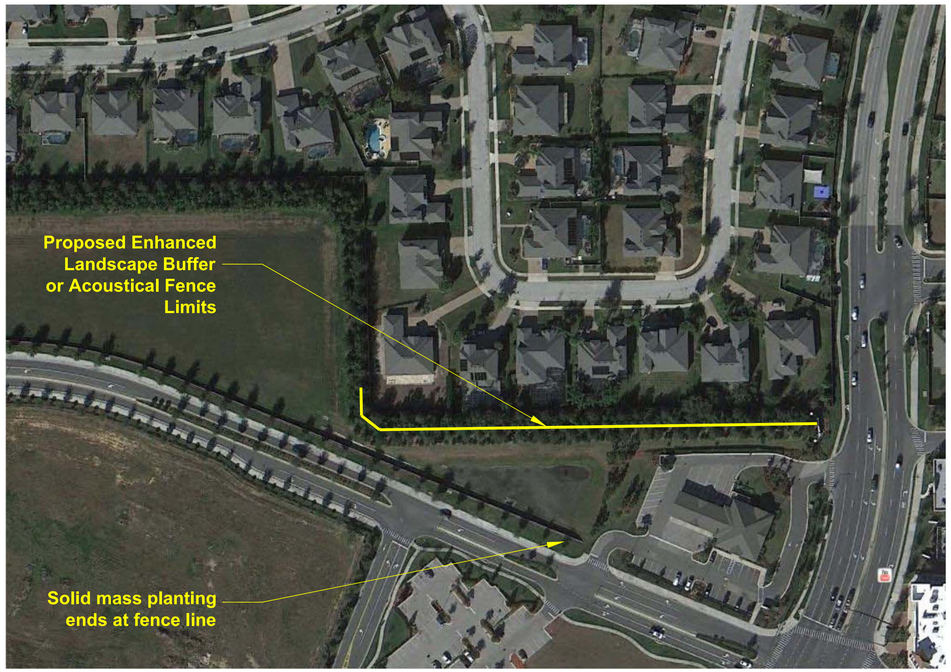


PARTIAL WALL/ PLAZA CONCEPT PLAN

Florida Hospital Entrace at Fowler Groves Boulevard



PARTIAL WALL DETAIL CONCEPTUAL ELEVATION



ENHANCED LANDSCAPE BUFFER OR ACOUSTICAL FENCE LOCATION LIMITS (+/- 600 LF)

ENHANCED LANDSCAPE BUFFER NOTES:

1. Provide 25 gal. podocarpus hedge to be installed near the crest of the top of the berm, at a 6-7' ht. full to the ground, planted right next to the viburnum awabukii which is on top of the berm. (+/- 260 plants @ 30" o.c.)

2. Plant Eleagnus pungens (3 gal) to be planted on 5' centers to fill in gaps on the side slopes of the berm. (qty. 150 plants) Allow eleagnus to grow naturally, into a 10' x 10' thicket, creating a dense coverage of berm side slopes.

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Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Fowler Groves Blvd. Northside Buffer

drawn by:	TDC
checked by:	DD
date:	10/26/12
plot scale:	Not to Scale
project no:	
file name:	FH–PCD

ISSUED FOR:

REVISION: 11/09/12

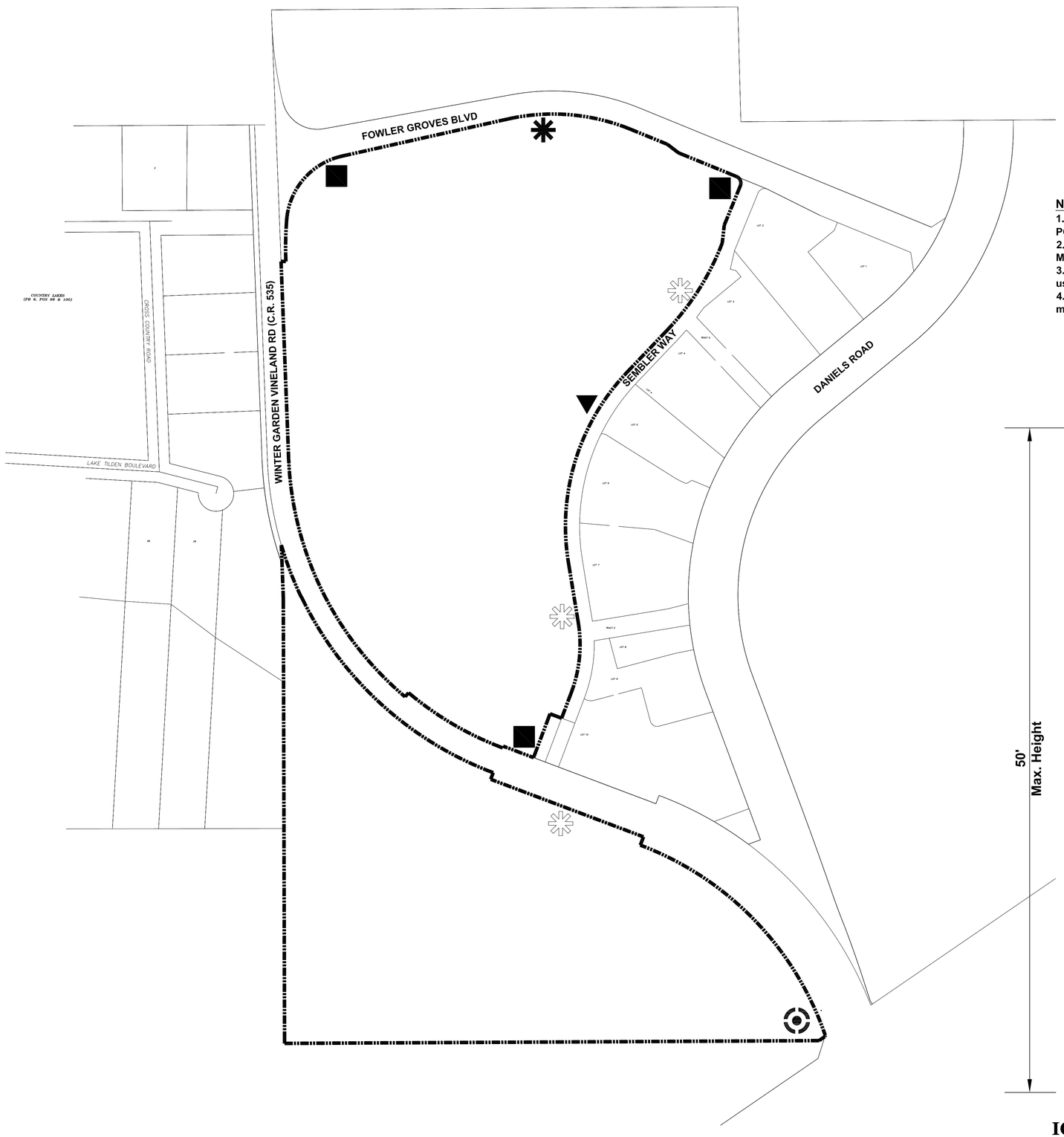
DRAWING SCALE

DRAWING TITLE

FOWLER GROVES BLVD. NORTHSIDE BUFFER

DRAWING NUMBER

PCD-8B

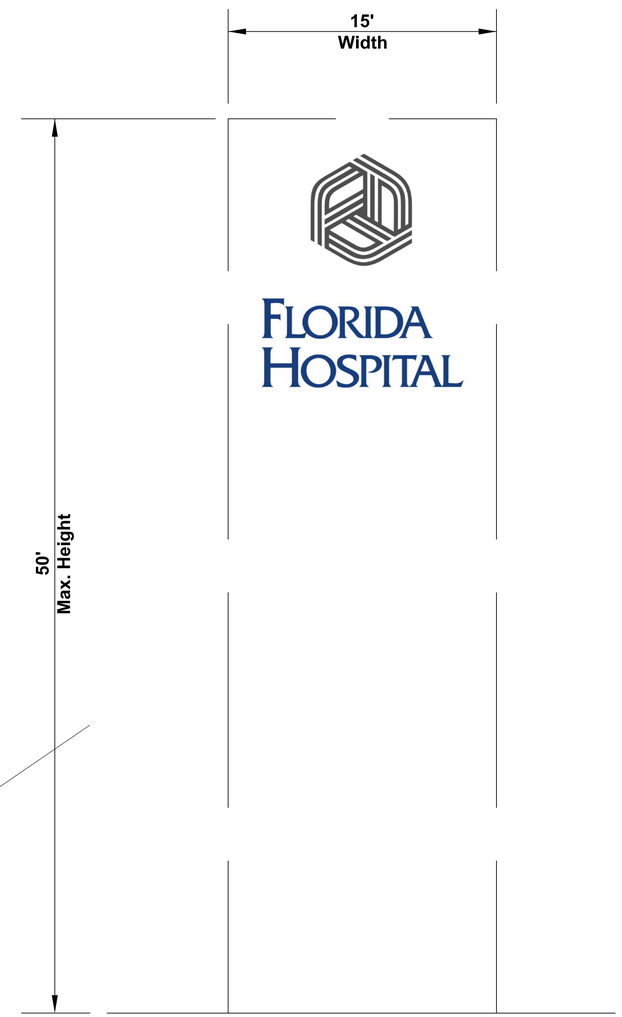


MEDICAL USE SIGNS

		MAX HT.
	ICON FEATURE (4 Faces)	50'
	PROJECT BOUNDARY MARKER (1 Face)	18'
	PROJECT ENTRY MAJOR VEHICULAR DIRECTIONAL (2 Faces)	18'
	PROJECT ENTRY SECONDARY VEHICULAR DIRECTIONAL- LARGE (2 Faces)	10'
	PROJECT ENTRY SECONDARY VEHICULAR DIRECTIONAL- SMALL (2 Faces)	8'

NOTES:

1. Exact size of copy area will be submitted in future design phases. See PCD-10 & PCD-11 for proposed design intent.
2. All sizes assume (2) faces with the exception of Icon Feature and Project Boundary Marker.
3. Building mounted signage criteria is outlined in the PCD ordinance for the medical use facility.
4. When signs occur within a buffer, the buffer will be enlarged or required plant material will be incorporated into another part of the said buffer.



ICON FEATURE MAX. BUILDING ENVELOPE

(Maximum 4 Sides)

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City of Winter Garden, Florida

Medical Use Sign Plan

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	1"=150'-0"
project no:	
file name:	FH-PCD

ISSUED FOR:

REVISION: 10/19/12

DRAWING SCALE

0 FT 75 150 North

DRAWING TITLE

MEDICAL USE SIGN PLAN

DRAWING NUMBER

PCD-9

Notes apply to all sign plans.

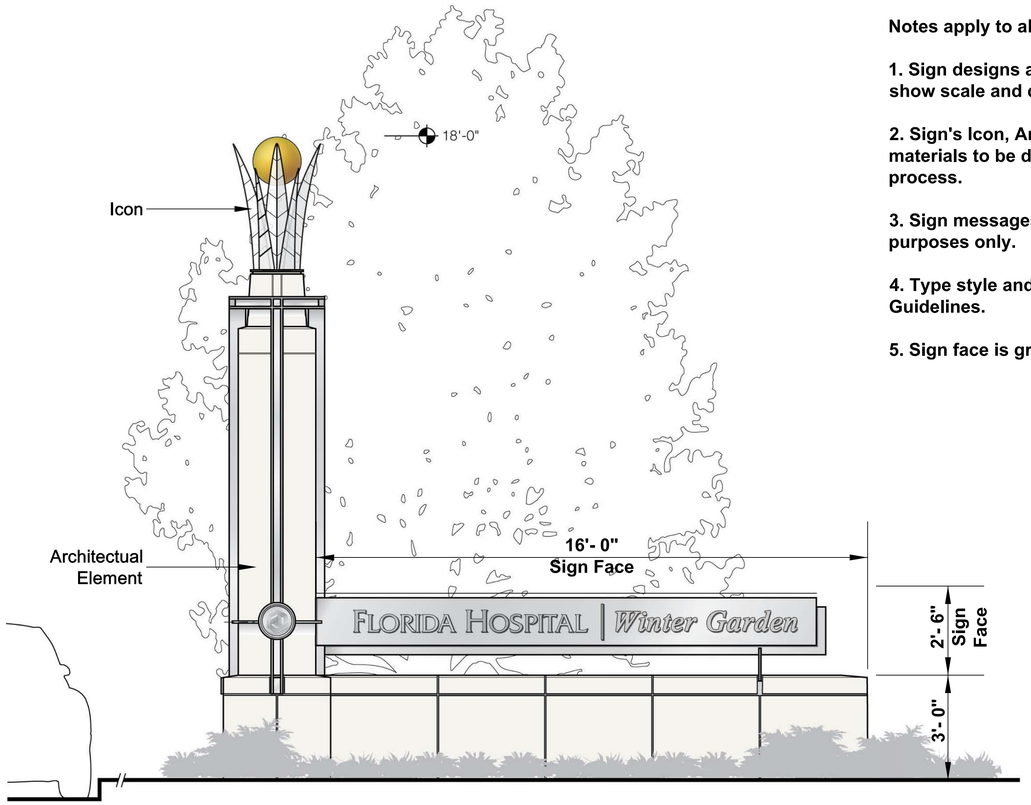
1. Sign designs are preliminary and are to show scale and design intent.

2. Sign's Icon, Architectural Element and materials to be determined through DRC process.

3. Sign messages shown are for illustration purposes only.

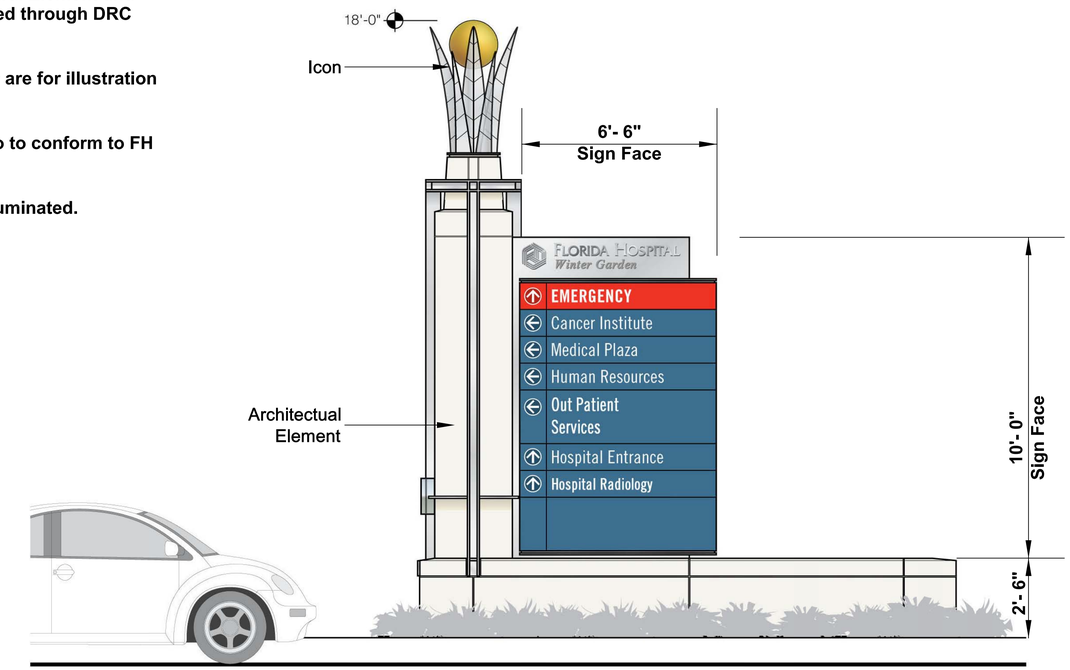
4. Type style and FH logo to conform to FH Guidelines.

5. Sign face is ground illuminated.



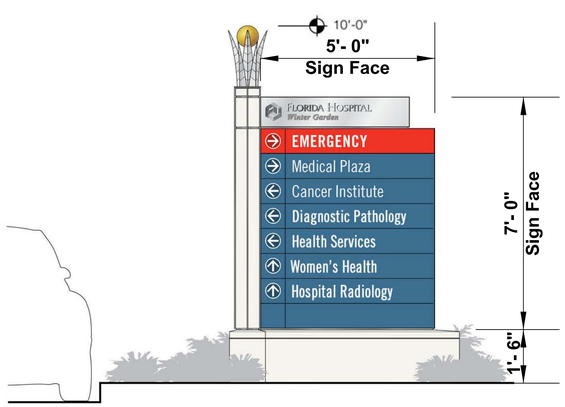
PROJECT BOUNDARY MARKER

Sign is to be placed perpendicular to vehicular traffic at designated project gateways.



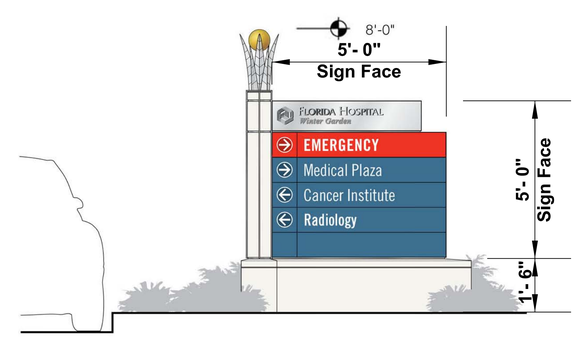
PROJECT ENTRY
MAJOR VEHICULAR DIRECTIONAL

Sign is to be placed perpendicular to vehicular traffic at designated project's primary entry.



PROJECT ENTRY & INTERNAL
SECONDARY VEHICLE DIRECTIONAL- LARGE

Sign is to be placed perpendicular to vehicular traffic at primary decision points.



PROJECT ENTRY & INTERNAL
SECONDARY VEHICULAR DIRECTIONAL- SMALL

Sign is to be placed perpendicular to vehicular traffic at secondary decision points.

FLORIDA HOSPITAL

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City of Winter Garden, Florida

Medical Use Signage Elevations

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	1"=150'-0"
project no:	
file name:	FH-PCD

ISSUED FOR:

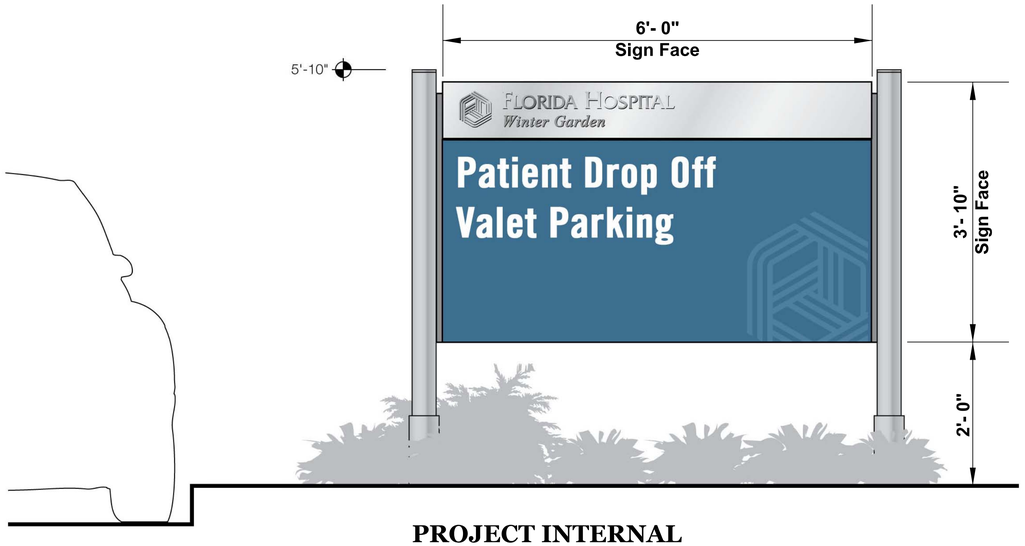
DRAWING SCALE

DRAWING TITLE

MEDICAL USE SIGNAGE ELEVATIONS

DRAWING NUMBER

PCD-10



PROJECT INTERNAL
TERTIARY VEHICULAR DIRECTIONAL- SMALL

Sign is placed perpendicular to vehicular traffic flow at designated locations deemed appropriate.
Sign is used to state basic directional information.

Notes apply to all sign plans.

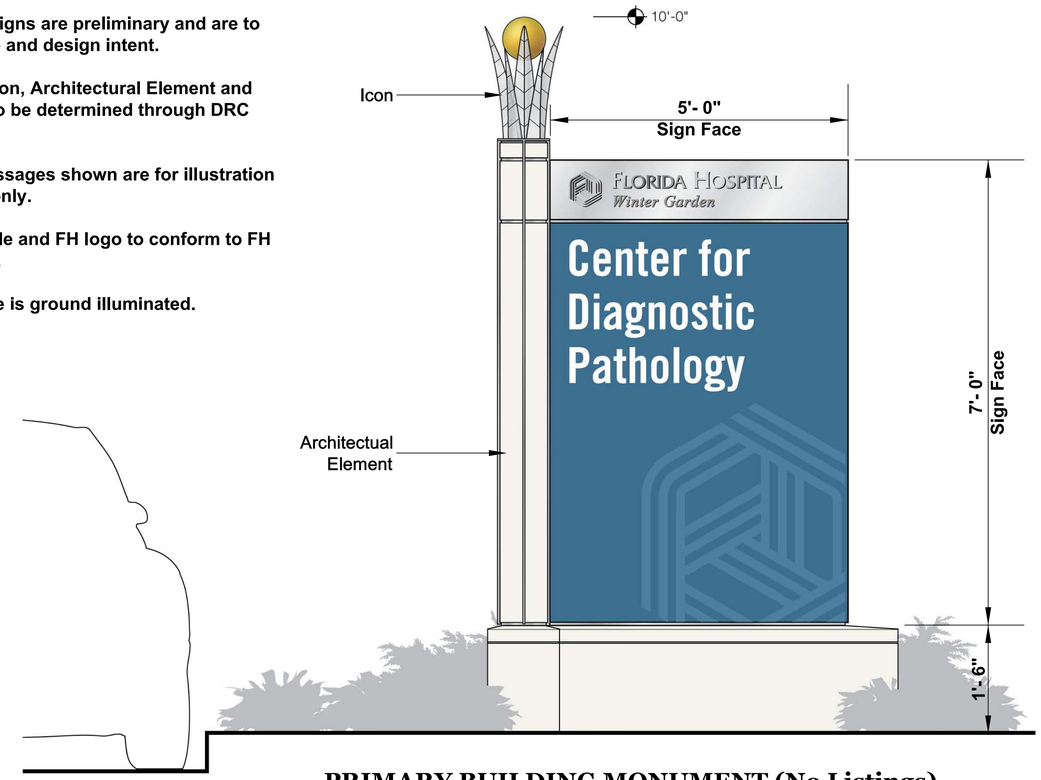
1. Sign designs are preliminary and are to show scale and design intent.

2. Sign's Icon, Architectural Element and materials to be determined through DRC process.

3. Sign messages shown are for illustration purposes only.

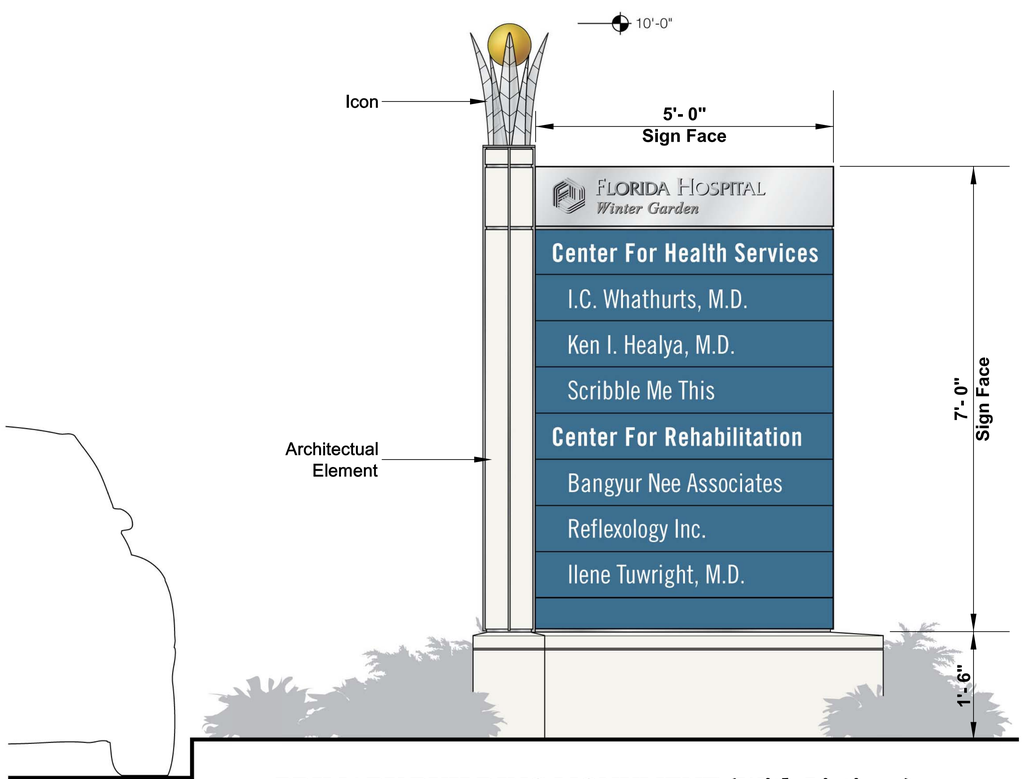
4. Type style and FH logo to conform to FH Guidelines.

5. Sign face is ground illuminated.



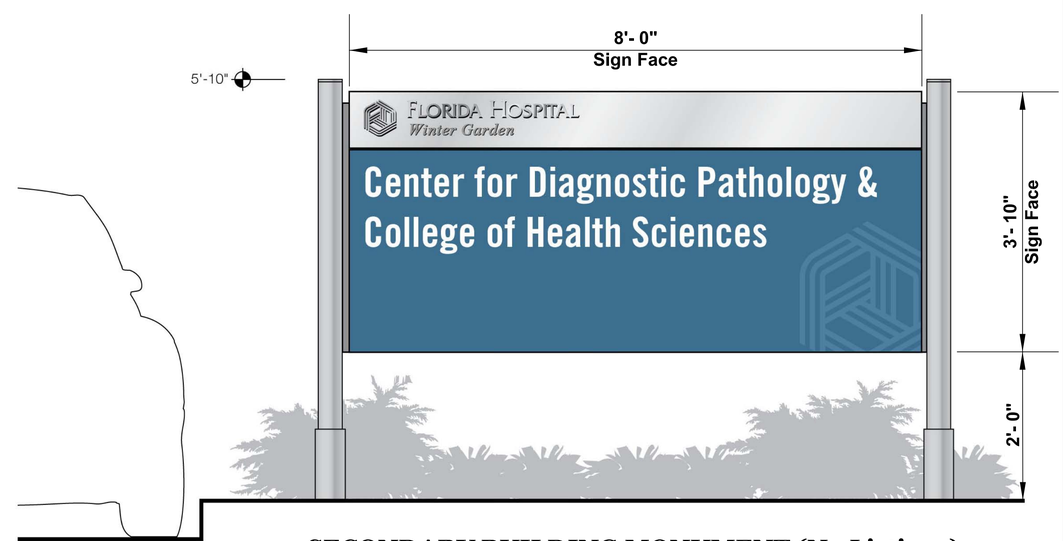
PRIMARY BUILDING MONUMENT (No Listings)

Sign is placed perpendicular to vehicular traffic flow at designated locations deemed appropriate.
Sign is used at primary destinations with a need for a single message.



PRIMARY BUILDING MONUMENT (With Listings)

Sign is placed perpendicular to vehicular traffic flow at designated locations deemed appropriate.
Sign is used at primary destinations with a need for multiple messages.



SECONDARY BUILDING MONUMENT (No Listings)

Sign is placed perpendicular to vehicular traffic flow at designated locations deemed appropriate.
Sign is used at primary destinations with a need for a single message.

FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Medical Use Signage Elevations

drawn by:	TDC
checked by:	DD
date:	10/12/12
plot scale:	1"=150'-0"
project no:	
file name:	FH-PCD

ISSUED FOR:

DRAWING SCALE

DRAWING TITLE

MEDICAL USE SIGNAGE ELEVATIONS

DRAWING NUMBER

PCD-11

Florida Hospital Fowler Groves

PRELIMINARY SITE PLAN
This site plan, being preliminary in nature, may not take into full account the requirements for drainage, storm water retentions, grading, utility easements, D.O.T. restrictions, rights-of-way, environmental protection agency restrictions, or F.A.A. air rights or AHCA. The above requirements can affect the layout of the site plan.

The scale of the drawing and all figures are tentative and subject to change as may be directed by the architect, landlord, or governmental authorities without notice.

Driveway, Drive Aisles and Pedestrian Walkways:
The driveways, drive aisles and Pedestrian Walkways shown represent the general layout intended for the project. Actual street locations and parking alignments may vary slightly.

FLORIDA HOSPITAL

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

PHASE 1 CONCEPTUAL SITE PLAN

drawn by: NP
checked by: AP
date: 10/12/12
plot scale: NONE
project no:
file name: FH-PCD

ISSUED FOR:
Revision: 10/26/12

DRAWING TITLE

PHASE 1 CONCEPTUAL SITE PLAN

DRAWING NUMBER

PCD - 12

LEGEND:

1. EMERGENCY DEPARTMENT / IMAGING MEDICAL OFFICE BUILDING
2. MEDICAL OFFICE BUILDING
3. HOSPITAL
4. MEDICAL OFFICE BUILDING
5. CENTRAL ENERGY PLANT

SHADED PEDESTRIAN WALKWAYS

Florida Hospital Fowler Groves

PRELIMINARY SITE PLAN

This site plan, being preliminary in nature, may not take into full account the requirements for drainage, storm water retentions, grading, utility easements, D.O.T. restrictions, rights-of-way, environmental protection agency restrictions, or F.A.A. air rights or AHCA. The above requirements can affect the layout of the site plan.

The scale of the drawing and all figures are tentative and subject to change as may be directed by the architect, landlord, or governmental authorities without notice.

Driveway, Drive Aisles and Pedestrian Walkways:
The driveways, drive aisles and Pedestrian Walkways shown represent the general layout intended for the project. Actual street locations and parking alignments may vary slightly.

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

PHASE 2 CONCEPTUAL SITE PLAN

drawn by: NP
checked by: AP
date: 10/12/12
plot scale: NONE
project no:
file name: FH-PCD

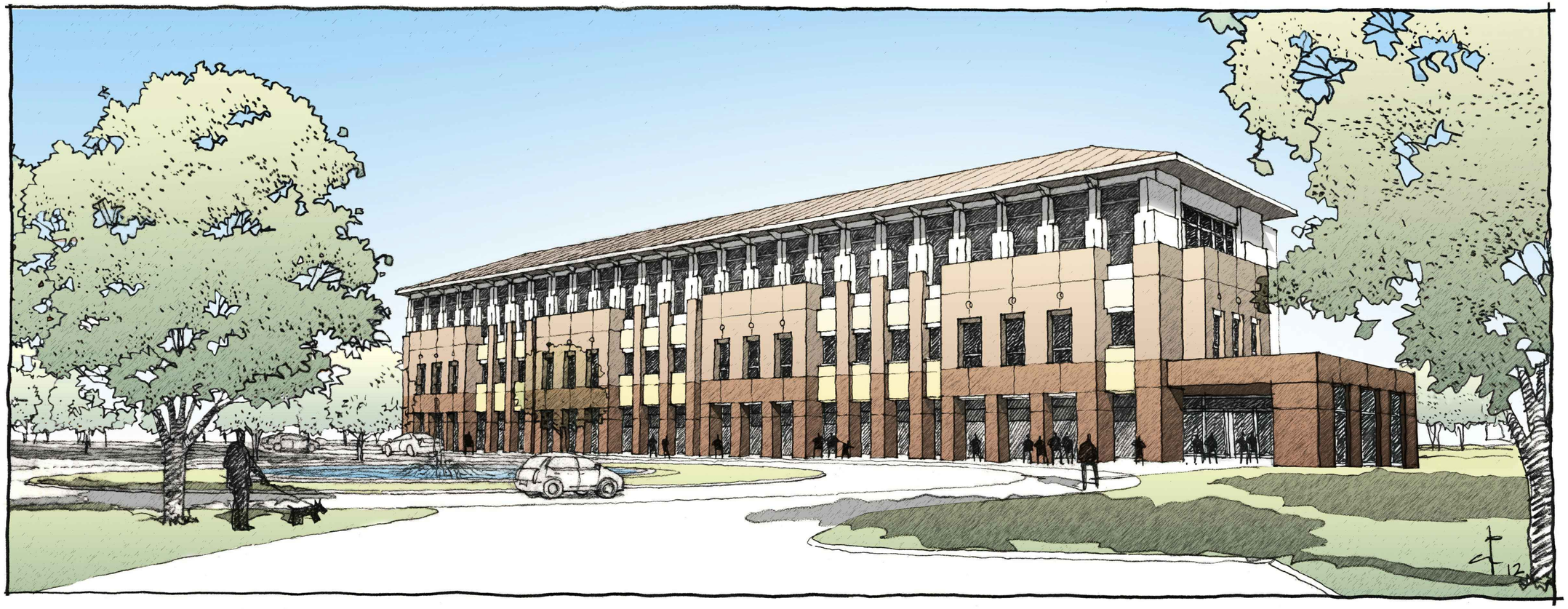
ISSUED FOR:
Revision: 10/26/12

DRAWING TITLE

PHASE 2 CONCEPTUAL SITE PLAN

DRAWING NUMBER

PCD - 13



CONCEPTUAL STYLE 1

FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

drawn by: NP
checked by: AP
date: 10/12/12
plot scale: NONE
project no:
file name: FH–PCD

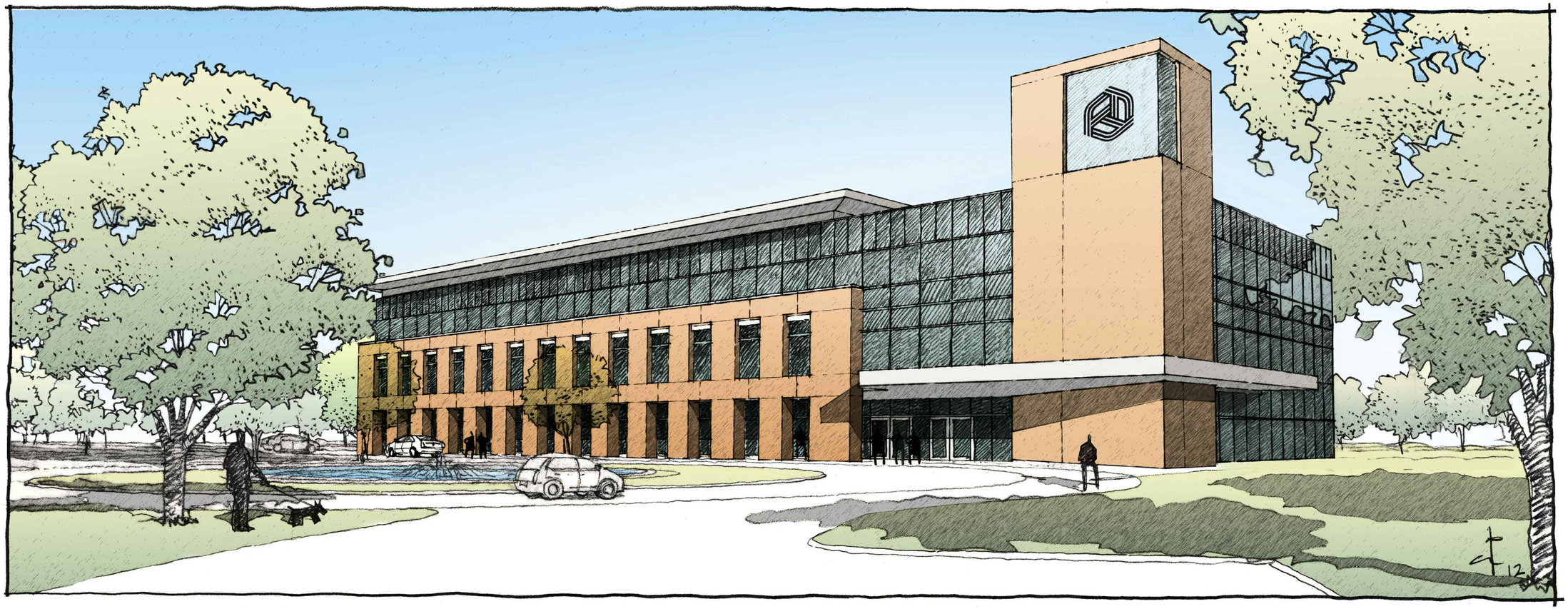
ISSUED FOR:
Revision: 11/09/12

DRAWING TITLE

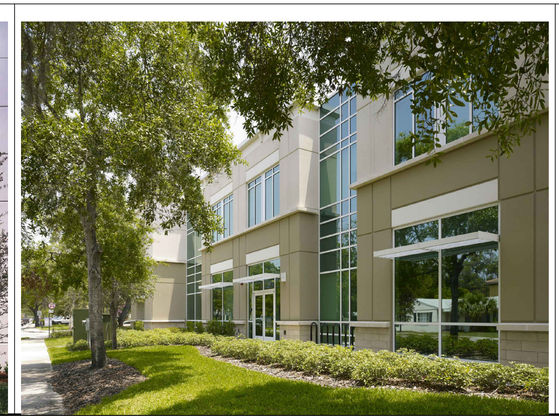
EXTERIOR ARCHITECTURE CONCEPT 1

DRAWING NUMBER

PCD - 15



CONCEPTUAL STYLE 2



FLORIDA HOSPITAL

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

drawn by: NP
checked by: AP
date: 10/12/12
plot scale: NONE
project no:
file name: FH–PCD

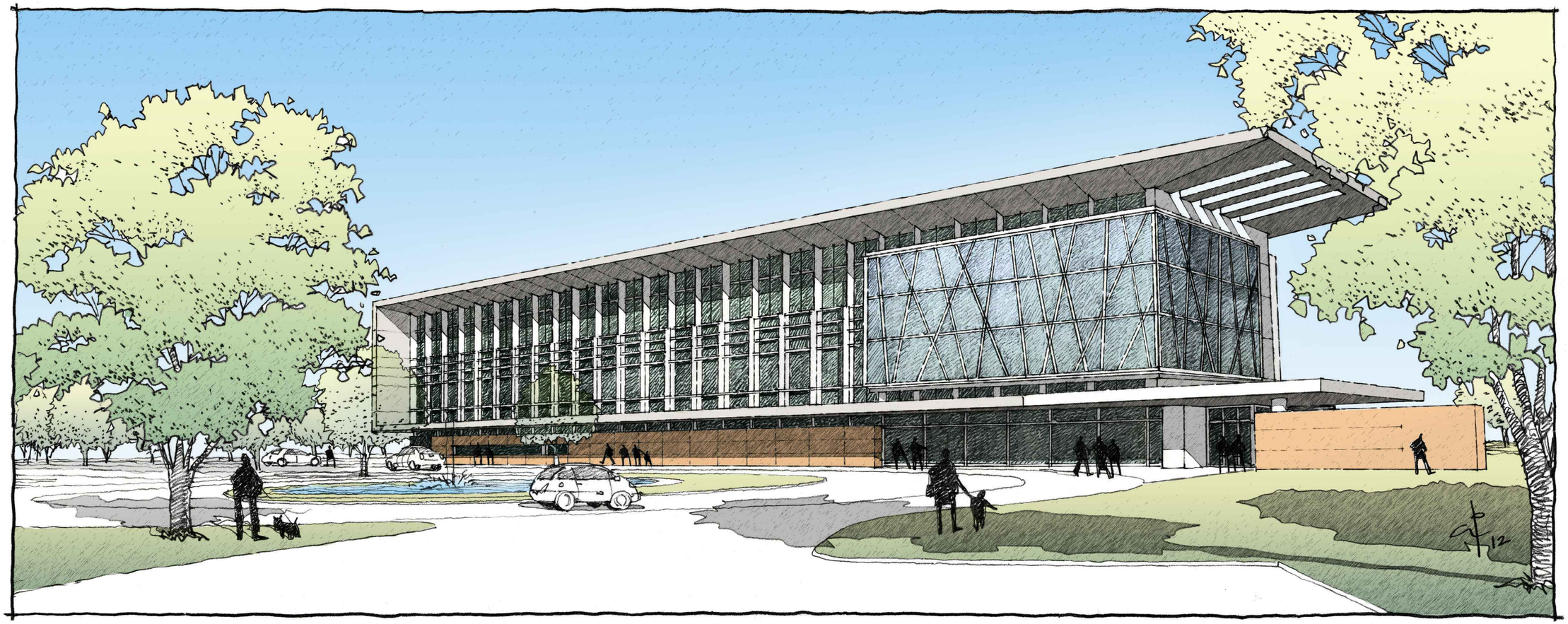
ISSUED FOR:
Revision: 11/09/12

DRAWING TITLE

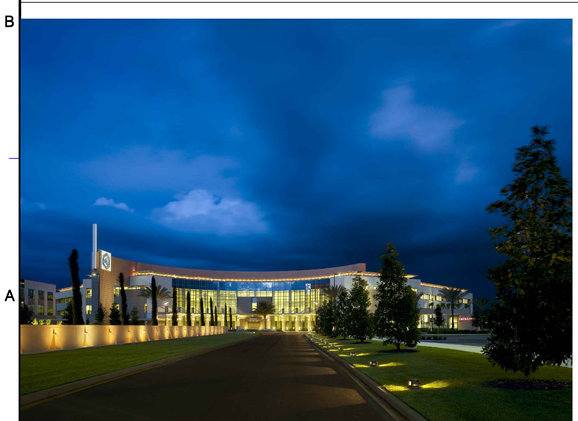
EXTERIOR ARCHITECTURE CONCEPT 2

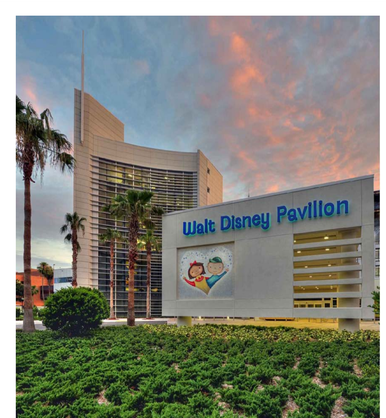
DRAWING NUMBER

PCD - 16



CONCEPTUAL STYLE 3





FLORIDA HOSPITAL

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

drawn by: NP
checked by: AP
date: 10/12/12
plot scale: NONE
project no:
file name: FH–PCD

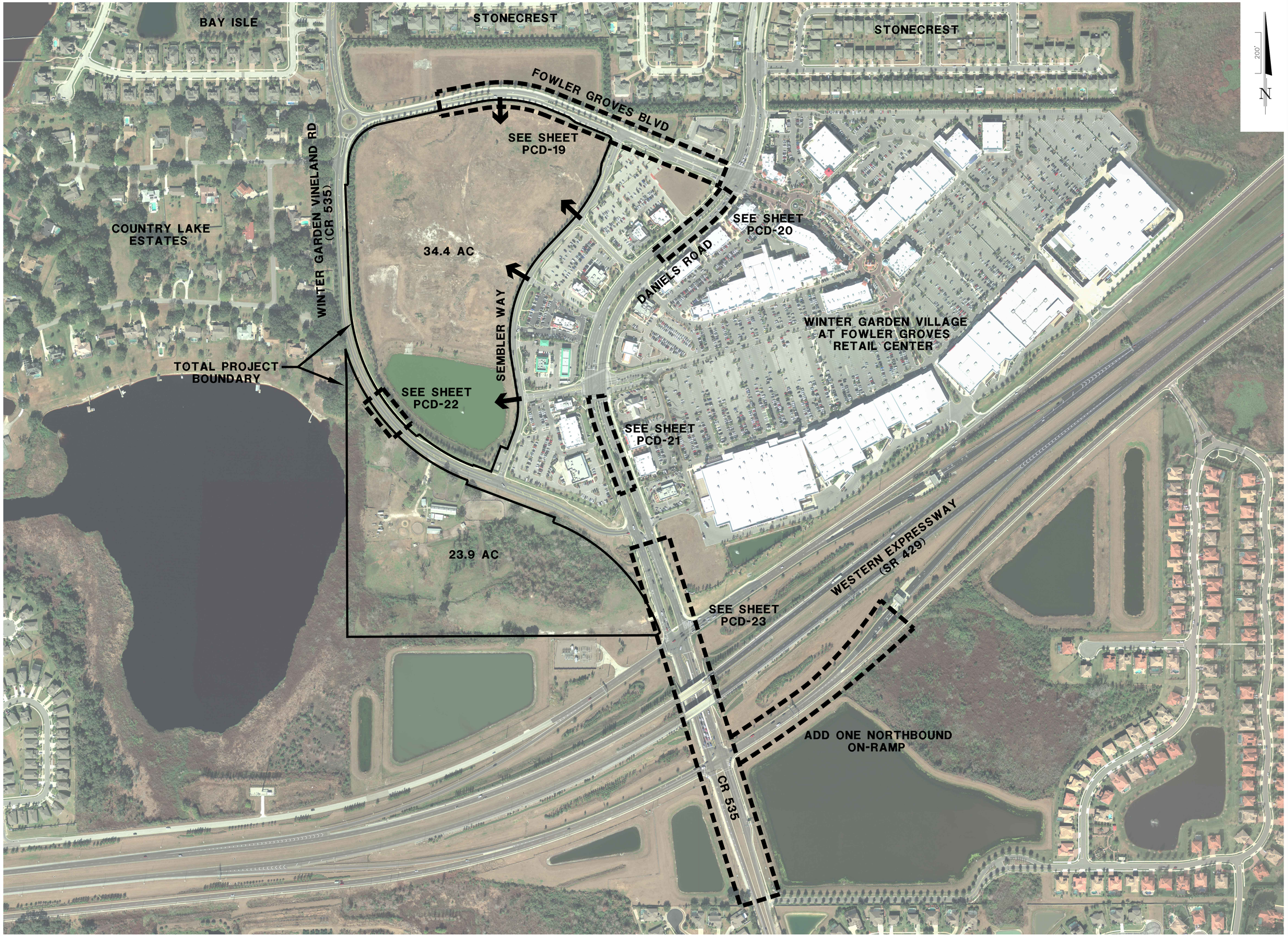
ISSUED FOR:
Revision: 11/09/12

DRAWING TITLE

EXTERIOR ARCHITECTURE CONCEPT 3

DRAWING NUMBER

PCD - 17



FLORIDA HOSPITAL

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Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Transportation Improvements Key Map

drawn by:	DWMA
checked by:	JTT
date:	11/21/12
plot scale:	1"=200'-0"
project no:	
file name:	OVERALL

ISSUED FOR:

DRAWING SCALE

0 FT 100 200 North

DRAWING TITLE

TRANSPORTATION IMPROVEMENTS KEY MAP

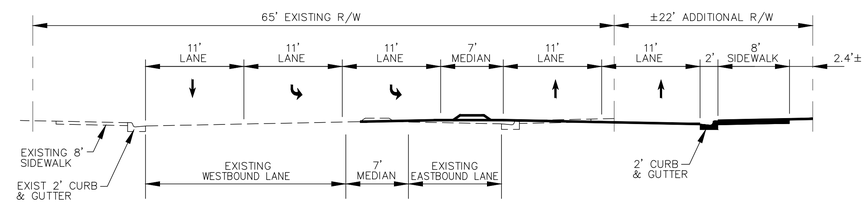
DRAWING NUMBER

PCD-18

FOWLER GROVES BOULEVARD IMPROVEMENTS (PHASE 1)

NOTE: CONCEPTUAL LAYOUT. FINAL GEOMETRY WILL BE DETERMINED AT FINAL ENGINEERING DESIGN.

FOWLER GROVES BOULEVARD IMPROVEMENTS (PHASE 2)



SECTION A-A
NTS

FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Fowler Groves Boulevard Improvements

drawn by:	DWMA
checked by:	JTT
date:	11/9/12
plot scale:	1"=50'-0"
project no:	
file name:	ROADIMP

ISSUED FOR:

DRAWING SCALE

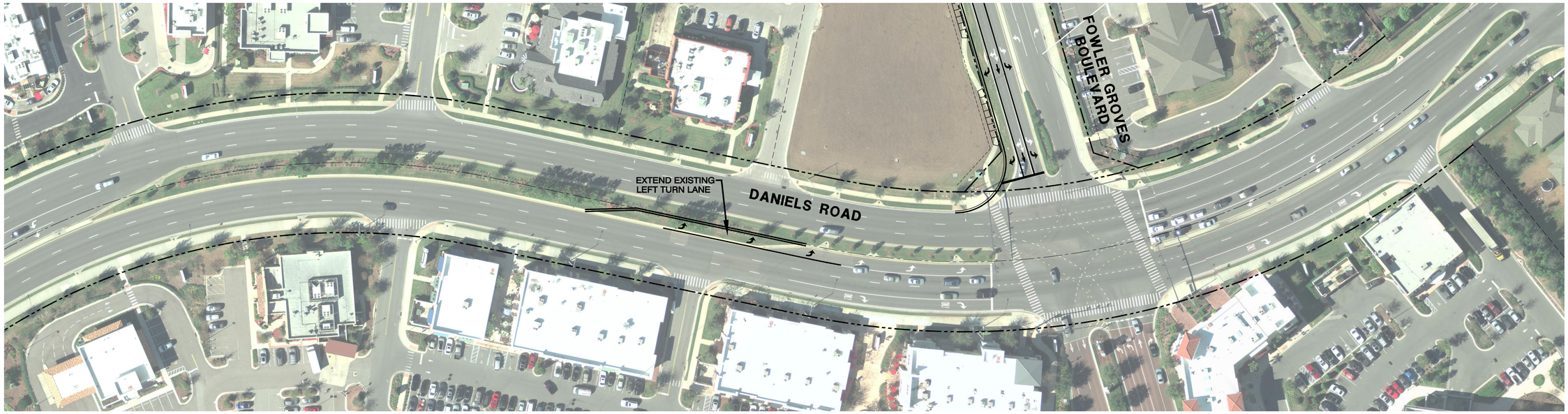
0 FT 25 50 North

DRAWING TITLE

FOWLER GROVES BOULEVARD IMPROVEMENTS

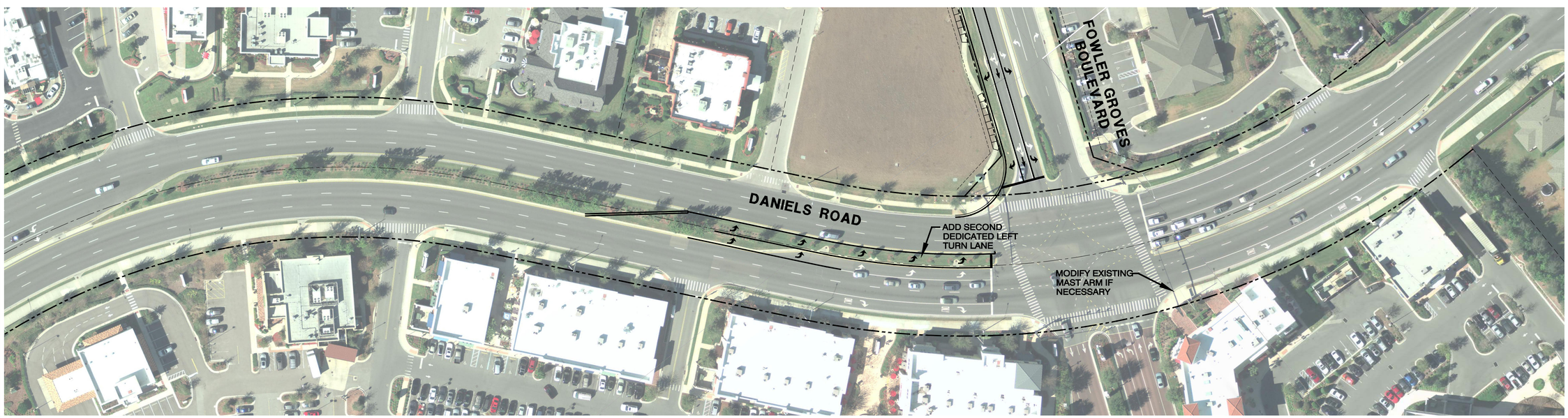
DRAWING NUMBER

PCD-19



DANIELS ROAD IMPROVEMENTS AT FOWLER GROVES BLVD (PHASE 1)

NOTE: CONCEPTUAL LAYOUT. FINAL GEOMETRY WILL BE DETERMINED AT FINAL ENGINEERING DESIGN.



DANIELS ROAD IMPROVEMENTS AT FOWLER GROVES BLVD (PHASE 2)

FLORIDA HOSPITAL

CONSULTANTS

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Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Daniels □oad □□□prove□ents at Fowler Groves Blvd

drawn by:	DWMA
checked by:	JTT
date:	11/9/12
plot scale:	1"=50'-0"
project no:	
file name:	ROADIMP

ISSUED FOR:

DRAWING SCALE

0 FT 25 50 North

DRAWING TITLE

DANIELS ROAD IMPROVEMENTS AT FOWLER GROVES BLVD

DRAWING NUMBER

PCD-20

DANIELS ROAD IMPROVEMENTS AT FOWLER EXCHANGE BLVD

NOTE: CONCEPTUAL LAYOUT. FINAL GEOMETRY WILL BE DETERMINED AT FINAL ENGINEERING DESIGN.

FLORIDA HOSPITAL

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Daniels Road Improvements at Fowler Exchange Blvd

drawn by:	DWMA
checked by:	JTT
date:	11/9/12
plot scale:	1"=50'-0"
project no:	
file name:	ROADIMP

ISSUED FOR:

DRAWING SCALE

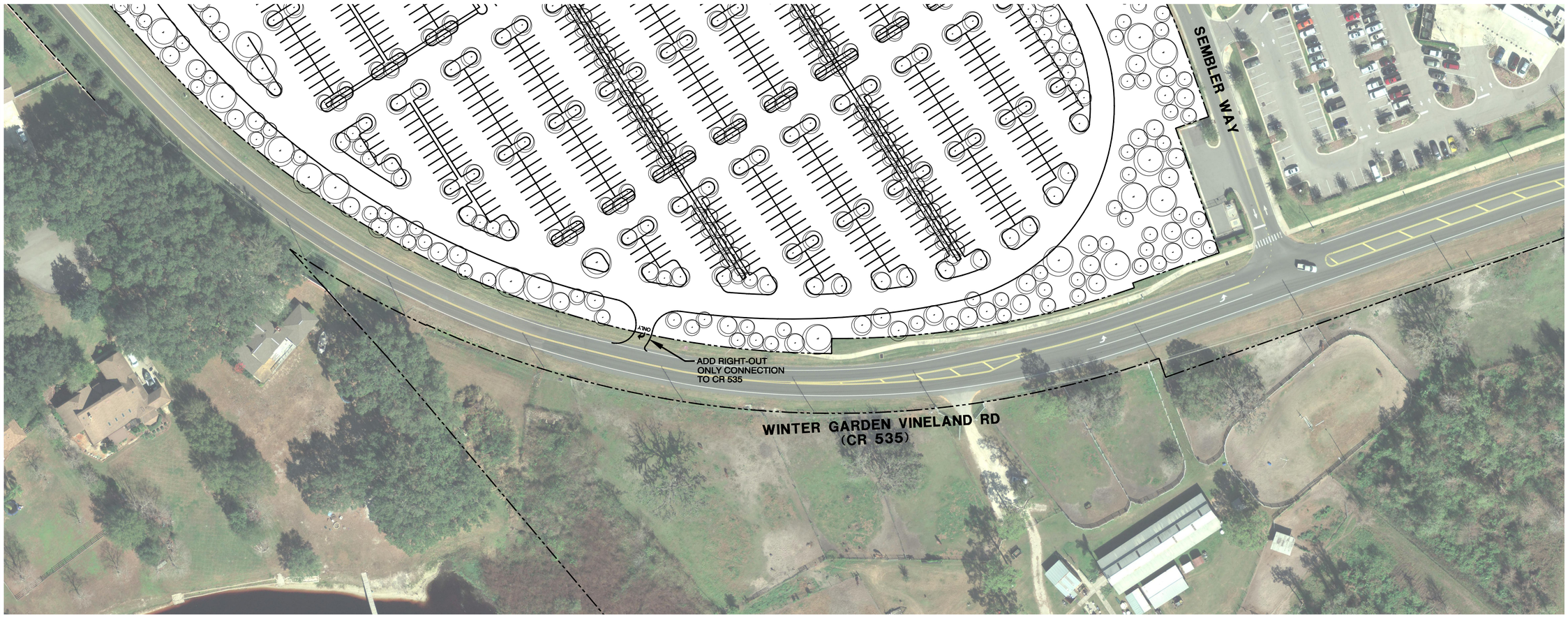
0 FT 25 50 North

DRAWING TITLE

DANIELS ROAD IMPROVEMENTS AT FOWLER EXCHANGE BLVD

DRAWING NUMBER

PCD-21



CR 535 RIGHT OUT CONNECTION

NOTE: CONCEPTUAL LAYOUT. FINAL GEOMETRY WILL BE DETERMINED AT FINAL ENGINEERING DESIGN.

FLORIDA HOSPITAL

CONSULTANTS

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Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

CR 535 Right Out Connection

drawn by:	DWMA
checked by:	JTT
date:	11/9/12
plot scale:	1"=50'-0"
project no:	
file name:	ROADIMP

ISSUED FOR:

DRAWING SCALE

0 FT 25 50 North

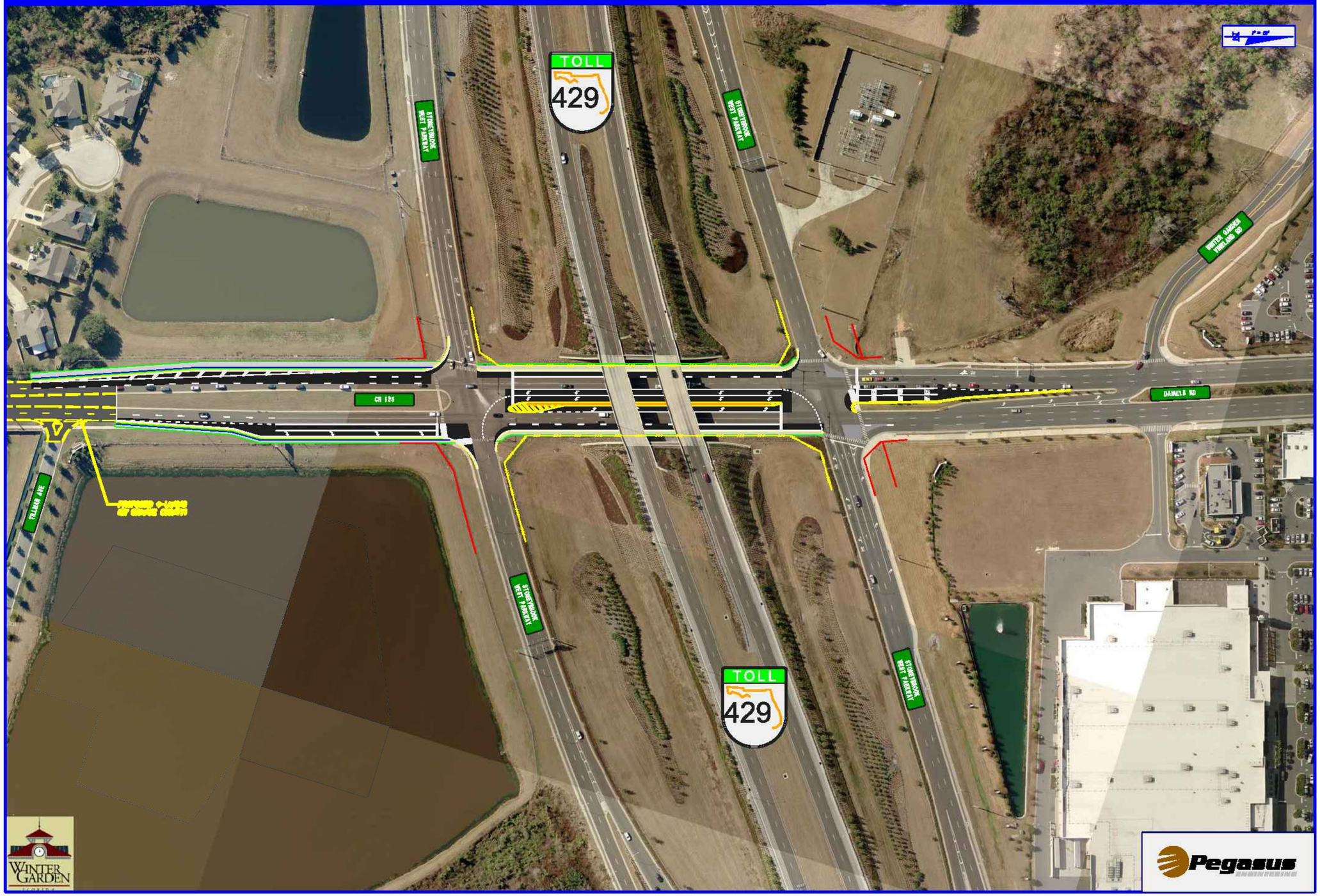
DRAWING TITLE

CR 535 RIGHT OUT CONNECTION

DRAWING NUMBER

PCD-22

CR 535 / SR 429 / STONEYBROOK WEST PKWY IMPROVEMENTS
ALTERNATIVE 6



NOTE: THIS PLAN PROVIDED BY
CITY OF WINTER GARDEN

FLORIDA HOSPITAL

CONSULTANTS

GrayRobinson, PA

Davis & Associates

Donald W. McIntosh Associates, Inc.

Hunton Brady Architects

Luke Transportation Engineering Consultants, Inc.

Florida Hospital / Fowler Groves PCD

City of Winter Garden, Florida

Daniels Road Improvements at SR 429

drawn by:	DWMA
checked by:	JTT
date:	11/9/12
plot scale:	NONE
project no:	
file name:	ROADIMP

ISSUED FOR:

DRAWING SCALE

0 FT 25 50 North

DRAWING TITLE

DANIELS ROAD IMPROVEMENTS AT SR 429

DRAWING NUMBER

PCD-23

Exhibit "E"

Transportation Impact Fee Eligibility

The following Road Improvements, as listed in paragraph 3 of the Transportation Improvements Agreement, **ARE** eligible for transportation impact fee credits:

a. Emergency Department/Medical Office Phase (to be designed, permitted, and constructed by Florida Hospital).

(1) Widen Fowler Groves Boulevard to 4-lanes (11' wide lanes) from the main entrance of the Hospital Project to Daniels Road, and include a new dedicated eastbound right turn lane at Daniels Road.

b. Hospital Phase (but may be required as part of the Medical Office Phase, if the Medical Office Phase occurs prior in time to the Hospital Phase, as determined by the City during its site plan review of the Medical Office Phase).

None.

c. Hospital Phase (Improvements to be designed, permitted and constructed by the City of Winter Garden, with full reimbursement by Florida Hospital to the City of all costs associated with these improvements).

(1) Widen CR535/Daniels Road to six lanes from south of Stoneybrook West Parkway (South) to north of Stoneybrook West Parkway (North).

(2) Add an additional lane to the northbound on-ramp onto SR 429, including signage, striping, etc.

The following Road Improvements, as listed in paragraph 3 of this Agreement, are **NOT** eligible for transportation impact fee credits as they are access and/or safety improvements required for the Hospital Project:

a. Emergency Department/Medical Office Phase (to be designed, permitted, and constructed by Florida Hospital).

(1) Westbound left turn lanes on Fowler Groves Boulevard into the main Hospital Project entrance. (Unused travel and turn lanes will be "striped out", leaving a single left turn into the Hospital Project and a single right turn out of the Hospital Project. A directional median will prevent left turns out of the Hospital Project.

(2) Extend the northbound left turn lane at the mall entrance and Daniels Road (Hess Station).

(3) Extend the northbound left turn lane at Daniels Road and Fowler Groves Boulevard.

b. Hospital Phase (but may be required as part of the Medical Office Phase, if the Medical Office Phase occurs prior in time to the Hospital Phase, as determined by the City during its site plan review of the Medical Office Phase).

(1) Provide a second northbound left turn lane at Daniels Road and Fowler Groves Boulevard.

(2) Provide a traffic signal at the main hospital entrance and Fowler Groves Boulevard.

(3) Provide a right turn only exit onto CR535 on the south of the Hospital Project to the west of the existing lift station.

c. Hospital Phase (Improvements to be designed, permitted and constructed by the City of Winter Garden, with full reimbursement by Florida Hospital to the City of all costs associated with these improvements).

None.

ORDINANCE 12-55

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE DEVELOPMENT ORDER OF THE WINTER GARDEN VILLAGE AT FOWLER GROVES DEVELOPMENT OF REGIONAL IMPACT, CONSISTING OF 174.8 +/- ACRES OF LAND GENERALLY LOCATED NORTH OF THE WESTERN BELTWAY AND EAST OF COUNTY ROAD 535; PROVIDING FOR APPROVAL AND EXECUTION OF SECOND AMENDMENT TO CITY OF WINTER GARDEN DEVELOPMENT ORDER FOR WINTER GARDEN VILLAGE AT FOWLER GROVES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Garden previously adopted that certain City of Winter Garden Development Order for Winter Garden Village at Fowler Groves by Ordinance 05-22 on September 7, 2005, which was filed on January 12, 2006 and recorded in Official Records Book 08425, Page 3752, Public Records of Orange County, Florida (the "Development Order"); and

WHEREAS, the Development Order was amended by the City by that certain First Amendment to City of Winter Garden Development Order for Winter Garden Village at Fowler Groves by Ordinance 06-11 adopted on March 9, 2006, filed March 22, 2006 and recorded in Official Records Book 08541, Page 4201, Public Records of Orange County, Florida (the "First Amendment"); and

WHEREAS, Sembler Winter Garden Partnership #1, Ltd., a Florida limited partnership, ("Sembler") is the owner of that certain real property located north of the western beltway (State Road 429) and east of County Road 535 in Winter Garden, Florida, being more particularly described in **Exhibit "1"** attached hereto and incorporated herein by this reference (the "Sembler Property"); and

WHEREAS, Fowler Groves, LLC, a Florida limited liability company, ("Fowler") is the owner of that certain real property located north of the western beltway (State Road 429) and south of County Road 535 in Winter Garden, Florida, being more particularly described in **Exhibit "2"** attached hereto and incorporated herein by this reference (the "Fowler Property"); and

WHEREAS, Winter Garden Village at Fowler Groves Property Owners' Association, Inc., a Florida not-for-profit corporation, (the "POA") is the owner of that certain real property located north of the western beltway (State Road 429) and east of County Road 535 in Winter Garden, Florida, being more particularly described in **Exhibit "3"** attached hereto and incorporated herein by this reference (the "POA Property"); and

WHEREAS, Adventist Health System/Sunbelt, Inc., a Florida not-for-profit corporation, ("Florida Hospital") is the contract purchaser and developer of the Sembler Property and the Fowler Property, and is the developer of the POA Property; and

WHEREAS, Florida Hospital is authorized to act as agent for Sembler, Fowler and the POA (hereinafter sometimes collectively referred to as the "Owners") in connection with

obtaining necessary approvals and permits for developing the Sembler Property, the Fowler Property and the POA Property (hereinafter sometimes collectively referred to as the "Hospital Property"); and

WHEREAS, Florida Hospital intends to develop a hospital, with ancillary uses, and a medical health care facility, consisting of up to 200 hospital beds, with ancillary uses (up to a maximum of 460,000 square feet), an Emergency Department up to a maximum of 30,000 square feet, and up to 200,000 square feet of medical office on the Hospital Property (the "Hospital Project"); and

WHEREAS, Florida Hospital has held multiple meetings with homeowners and residents of the City and adjacent neighborhoods to discuss the Hospital Project; and

WHEREAS, Florida Hospital has heretofore filed a Letter Application (the "Application") with the City dated September 19, 2012 requesting certain amendments to the Development Order and the First Amendment relative to development of the Hospital Project on the Hospital Property, all as set forth hereafter in the Second Amendment to City of Winter Garden Development Order for Winter Garden Village at Fowler Groves attached hereto as **Exhibit "4"** (the "Second Amendment") and

WHEREAS, Florida Hospital has heretofore provided to the City certain analysis and reports, certified by the traffic engineer of Florida Hospital, that support and confirm that the changes to the Development Order and the First Amendment set forth in the Second Amendment will not increase the number of external peak hour trips previously approved in the Development Order; and

WHEREAS, the City has determined and hereby finds that (i) the Application can be reviewed and approved by the City as a result of certain recent legislative amendments that added Section 380.06(19)(e)2.k, Florida Statutes, which provides that "Changes that do not increase the number of external peak hour trips and do not reduce open space and conserved areas within the project except as otherwise permitted by sub-paragraph j" do not, individually or cumulatively with any previous change, constitute substantial deviations, (ii) the Second Amendment does not constitute a substantial deviation, and, therefore, the filing of a notice of proposed change is not required, and (iii) the City can amend the Development Order and the First Amendment in accordance with its procedures for amendment of a development order; and

WHEREAS, the Second Amendment has been reviewed by the City for consistency with the City's adopted Comprehensive Plan and current Land Development Regulations; and

WHEREAS, the City specifically finds the Second Amendment is consistent with its duly adopted Comprehensive Plan and Land Development Regulations, and relevant sections of Chapter 380, Florida Statutes, have been complied with; and

WHEREAS, Florida Hospital has also submitted to the City an application to amend the Planned Commercial Development ("PCD") zoning governing and regulating the Sembler Property and the POA Property to (i) facilitate the orderly development of the Hospital Project on the Hospital Property, (ii) reflect that the Fowler Property, among other things, will provide off-site support for the Hospital Project in the form of stormwater retention in order to facilitate construction and development of the Hospital Project, and to support and accommodate all users

of the existing stormwater retention pond system on the POA Property after such stormwater retention pond system is relocated from the POA Property onto the Fowler Property at Florida Hospital's sole cost and expense, and (iii) govern the design standards and buffer requirements for the Hospital Project; now, therefore,

BE IT ENACTED BY THE CITY OF WINTER GARDEN, FLORIDA:

SECTION 1. Authority/Recitals. The City of Winter Garden has the authority to adopt this Ordinance purpose to Chapter 166 and 380, Florida Statutes. The above stated "Whereas" clauses constitute the findings of the City Commission.

SECTION 2. Second Amendment. The City of Winter Garden hereby amends the Development Order and First Amendment as provided for in the Second Amendment to City of Winter Garden Development Order For Winter Garden Village At Fowler Groves attached hereto as **Exhibit "4"** and incorporated herein by this reference (the "Second Amendment") and hereby authorizes the Mayor, or in his absence, the Mayor Pro Tem, to execute the Second Amendment on behalf of the City of Winter Garden after the execution thereof by Florida Hospital and the Owners.

SECTION 3. Severability. The provisions of this Ordinance, including the attached Exhibits, are declared to be severable and if any section, sentence, clause or phase of this Ordinance shall, for any reason, be held invalid, unlawful or unconstitutional, such decision shall not be held to impair the validity, force or effect of the remaining sections, sentences, clauses or phases or part thereof of this Ordinance. It being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. Effective Date. This Ordinance shall become effective immediately upon its passage, however, the Development Order, as amended by the First Amendment and Second Amendment, shall be effective as provided in Article VII, "Period of Effectiveness," of the aforementioned Development Order.

READ FIRST TIME AND PUBLIC HEARING HELD: December 4, 2012.

READ SECOND TIME AND PUBLIC HEARING HELD: December 19, 2012.

PASSED AND ORDAINED this 19th day of December, 2012, by the City Commission of the City of Winter Garden, Florida.

_____
John Rees, Mayor-Commissioner

ATTEST:

_____
Kathy Golden, City Clerk

<u>EXHIBIT "1"</u>

(Sembler Property)

Lot 11, Block 1, Winter Garden Village at Fowler Groves, according to the plat thereof recorded in Plat Book 69, Pages 82 through 86, inclusive, of the Public Records of Orange County, Florida.

Containing 24.349 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

<u>EXHIBIT "2"</u>

(Fowler Property)

That pert of the North half of the Northwest ¼ of Section 2, Township 23 South, Range 27 East, Orange County, Florida, lying Southerly and Westerly of Winter Garden-Vineland Road (CR 535); LESS that part thereof lying within Right of Way "H", Bike Trail, as described in Order of Taking recorded in Official Record Book 6084, Page 2829, and Stipulated Final Judgment recorded in Official Records Book 6920, Page 2493, of the Public Records of Orange County, Florida.

<u>EXHIBIT "3"</u>

(POA Property)

Tract B, Block 1, WINTER GARDEN VILLAGE AT FOWLER GROVES, as recorded in Plat Book 69, Pages 82 through 86 of the Public Records of Orange County, Florida.

Containing 10.006 acres more or less and being subject to any rights-of-way, restrictions and easements or record.

THIS INSTRUMENT PREPARED BY,
AND SHOULD BE RETURNED TO:

CITY OF WINTER GARDEN
300 West Plant Street
Winter Garden, Florida 34787
Attn: City Clerk

SECOND AMENDMENT TO CITY OF WINTER GARDEN DEVELOPMENT ORDER FOR WINTER GARDEN VILLAGE AT FOWLER GROVES

WHEREAS, the City of Winter Garden, a municipality incorporated under the laws of the State of Florida, (the "City") previously adopted that certain City of Winter Garden Development Order for Winter Garden Village at Fowler Groves on September 7, 2005, which was filed on January 12, 2006 and recorded in Official Records Book 08425, Page 3752, Public Records of Orange County, Florida (the "Development Order"); and

WHEREAS, the Development Order was amended by the City by that certain First Amendment to City of Winter Garden Development Order for Winter Garden Village at Fowler Groves dated March 9, 2006, filed March 22, 2006 and recorded in Official Records Book 08541, Page 4201, Public Records of Orange County, Florida (the "First Amendment"); and

WHEREAS, Sembler Winter Garden Partnership #1, Ltd., a Florida limited partnership, ("Sembler") is the owner of that certain real property located north of the western beltway (State Road 429) and east of County Road 535 in Winter Garden, Florida, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Sembler Property"); and

WHEREAS, Fowler Groves, LLC, a Florida limited liability company, ("Fowler") is the owner of that certain real property located north of the western beltway (State Road 429) and east and south of County Road 535 in Winter Garden, Florida, being more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "Fowler Property"); and

WHEREAS, Winter Garden Village at Fowler Groves Property Owners' Association, Inc., a Florida not-for-profit corporation, (the "POA") is the owner of that certain real property located north of the western beltway (State Road 429) and east of County Road 535 in Winter Garden, Florida, being more particularly described in **Exhibit "C"** attached hereto and incorporated herein by this reference (the "POA Property"); and

WHEREAS, Adventist Health System/Sunbelt, Inc., a Florida not-for-profit corporation, ("Florida Hospital") is the contract purchaser and developer of the Sembler Property and the Fowler Property, and is the developer of the POA Property; and

WHEREAS, Florida Hospital is authorized to act as agent for Sembler, Fowler and the POA (hereinafter sometimes collectively referred to as the "Owners") in connection with obtaining necessary approvals and permits for developing the Sembler Property, the Fowler Property and the POA Property (hereinafter sometimes collectively referred to as the "Hospital Property"); and

WHEREAS, Florida Hospital intends to develop a hospital, with ancillary uses, and a medical health care facility, consisting of up to 200 hospital beds, with ancillary uses (up to a maximum of 460,000 square feet), an Emergency Department up to a maximum of 30,000 square feet, and up to 200,000 square feet of medical office on the Hospital Property (the "Hospital Project"); and

WHEREAS, Florida Hospital has held multiple meetings with homeowners and residents of the City and adjacent neighborhoods to discuss the Hospital Project; and

WHEREAS, Florida Hospital has heretofore filed a Letter Application (the "Application") with the City dated September 19, 2012 requesting certain amendments to the Development Order and the First Amendment relative to development of the Hospital Project on the Hospital Property, all as set forth hereafter in this Second Amendment to City of Winter Garden Development Order for Winter Garden Village at Fowler Groves (the "Second Amendment") and

WHEREAS, Florida Hospital has heretofore provided to the City certain analysis and reports, certified by the traffic engineer of Florida Hospital, that support and confirm that the changes to the Development Order and the First Amendment set forth herein will not increase the number of external peak hour trips previously approved in the Development Order; and

WHEREAS, the City has determined and hereby finds that (i) the Application can be reviewed and approved by the City as a result of certain recent legislative amendments that added Section 380.06(19)(e)2.k, Florida Statutes, which provides that "Changes that do not increase the number of external peak hour trips and do not reduce open space and conserved areas within the project except as otherwise permitted by sub-paragraph j" do not, individually or cumulatively with any previous change, constitute substantial deviations, (ii) this Second Amendment does not constitute a substantial deviation, and, therefore, the filing of a notice of proposed change is not required, and (iii) the City can amend the Development Order and the First Amendment in accordance with its procedures for amendment of a development order; and

WHEREAS, this Second Amendment has been reviewed by the City for consistency with the City's adopted Comprehensive Plan and current Land Development Regulations; and

WHEREAS, the City specifically finds this Second Amendment is consistent with its duly adopted Comprehensive Plan and Land Development Regulations, and relevant sections of Chapter 380, Florida Statutes, have been complied with; and

WHEREAS, Florida Hospital has also submitted to the City an application to amend the Planned Commercial Development ("PCD") zoning governing and regulating the Sembler Property and the POA Property to (i) facilitate the orderly development of the Hospital Project on the Hospital Property, (ii) reflect that the Fowler Property, among other things, will provide off-site support for the Hospital Project in the form of stormwater retention and signage in order to facilitate construction and development of the Hospital Project, and to support and accommodate all users of the existing stormwater retention pond system on the POA Property after such stormwater retention pond system is relocated from the POA Property onto the Fowler Property at Florida Hospital's sole cost and expense, and (iii) govern the design standards and buffer requirements for the Hospital Project.

NOW, THEREFORE, it is hereby ORDERED and RESOLVED by the City Commission of the City that the Development Order and the First Amendment be amended and modified as follows:

1. The recitals set forth hereinabove are true and correct and are incorporated herein as material provisions of this Second Amendment by this reference. Capitalized terms not defined herein shall have the meaning ascribed thereto in the Development Order and the First Amendment.

2. This Second Amendment is necessitated by the requested deletion of residential uses and density on the Residential Tract and replacement with Florida Hospital's Hospital Project on the Hospital Property, including the relocation of the stormwater retention ponds and system from the POA Property onto the Fowler Property.

3. The Fowler Property is hereby included in Exhibit "A" to the Development Order and shall be subject to all terms, provisions and conditions of the Development Order and the First Amendment, as modified by this Second Amendment. The acreage of real property subject to the Development Order shall in all instances be approximately 198.7 gross acres.

4. Section III.2 of the Development Order is hereby amended to delete the "Map H" attached to the First Amendment, and replace it with the "Map H" attached hereto as **Exhibit "D"** and incorporated herein by this reference.

5. Section III.2 of the Development Order (and any other applicable Section or subsection of the Development Order and the First Amendment) is hereby amended to delete the residential land use and density in Phase 1. The following land uses are hereby added to Phase 1 or amended in Phase 1, as the case may be:

Hospital, with ancillary uses***	200 hospital beds, up to a maximum of 460,000 square feet** (gross leasable area) based on 2,300 square feet per hospital bed actually permitted.
Emergency Department***	30,000 square feet maximum
Medical Office***	200,000 square feet (gross leasable area)

***The zoning requirements and development standards (including, but not limited to, permitted uses, setbacks, height restrictions, buffers, definition of ancillary uses, landscaping requirements and signage) will be as set forth in Ordinance No. 12-54. All references to square feet shall mean gross leasable area.

***The maximum size of the Hospital land use, including all ancillary uses, will be 200 hospital beds contained within a maximum gross leasable area of 460,000 square feet based on 2,300 square feet per hospital bed actually permitted; provided, however, if construction of all of the hospital beds does not occur at one time, the square footage per hospital bed may be higher initially, because of the facilities and services required for a functioning hospital; further, provided, notwithstanding the foregoing, the maximum size of the Hospital land use, including all ancillary uses, may not exceed the following maximum sizes at the stated increments (references to beds means permitted beds):

Number of Hospital Beds	*Additional Sq. Ft. Increment*	*Total Maximum Sq. Ft.*
50	150,000	150,000
100	115,000	265,000
150	115,000	380,000
200	80,000	460,000

In the event the number of permitted hospital beds at any given time is between the above stated increments, the maximum size will be the square footage of the lower increment plus 2,300 square feet per permitted bed. For example, in the case of a 120 bed hospital, the maximum size will be 311,000 square feet (265,000

square feet for 100 hospital beds, plus 46,000 square feet for 20 hospital beds at 2,300 square feet per bed.) This development program does not exceed the Phase 1 trip generation thresholds prescribed in Section III.14 of the Development Order, based on standards from the Institute of Transportation Engineers (ITE) Trip Generation Report (8th Edition) and the analysis and results of the Florida Hospital-Fowler Groves Transportation Evaluation Report (August, 2012).

6. Section III. 2. of the Development Order (and any other applicable Section or subsection of the Development Order and the First Amendment) is hereby amended to increase the parking spaces in Phase 1 by up to 2,400 and have the chart concerning Parking requirements read as follows:

Phase 1 - 8,150*** spaces; Phase 2 - 300 spaces; Total - 8,450 spaces

*** Maximum parking for all Retail/Service, Hospital, Emergency Department and Medical Office uses within Phase 1.

7. Section III.2, Section III.14 and Section VII.3 of the Development Order are hereby amended to delete all references to buildout dates, and replace such references with the following buildout dates:

Phase 1 – December 31, 2022
Phase 2 – December 31, 2025 (DRI Buildout);

provided that if the State of Florida or the City issue a general extension to the buildout dates of all DRIs, the above-referenced buildout dates shall be so extended without the requirement of an amendment to this DRI. Any and all other references to buildout dates in the Development Order and the First Amendment are hereby modified and amended, as appropriate, to be consistent herewith.

8. A new sentence is added to Section III.8 of the Development Order to read as follows:

The Hospital Project shall utilize ultra-low volume water use plumbing fixtures, self-closing and/or metered water fixtures in all construction, unless inconsistent with applicable medical and health care related statutes, requirements, rules and/or regulations.

9. The second paragraph of Section III.10 is hereby deleted in its entirety and replaced with the following:

Except as may be otherwise provided in Ordinance No. 12-54 amending the PCD zoning, artificial ponds designed to have open water of more than five (5) acres in surface area shall constitute a natural system and shall be constructed with slopes no steeper than 4:1 horizontal to vertical ratio and planted in, or allowed to be colonized by native emergent and submergent vegetation.

10. The second paragraph of Section III.12 of the Development Order is hereby deleted in its entirety and replaced with the following:

All medical facilities and medical offices in the Hospital Project shall be subject to a separate hazardous materials/waste plan. The plan shall include, but not be limited to: a) hazardous materials; b) hazardous wastes; c) bio-hazardous wastes; and d) radioactive wastes. At a minimum, the plan shall provide for an inventory process, handling and disposal procedures, responses to spills or other uncontrolled releases of materials/wastes, control of hazardous gas and vapors and routine training of all staff and shall permit the participation by all generators and handlers on the Hospital Property. As required by applicable regulations, Florida Hospital shall provide the City and the Orange County Environmental Protection Department a listing of hazardous wastes normally used in Florida Hospital’s routine medical operations. The system of disposal of such materials, if not already approved, shall be approved by FDEP prior to issuance of the certificate of occupancy for the first building in the Project.

11. The City acknowledges and has determined that all road improvements and mitigation concerning the Retail/Service uses within Phase 1, including: (i) the Transportation Proportionate Share Agreement, all as defined and described in Section III.20 of the Development Order, as amended by Section 3 of the First Amendment, (ii) the Phase 1 Required Transportation Mitigation described in Section III.21 of the Development Order, as amended by the First Amendment, and (iii) the requirements set forth in Section III.24 of the Development Order, are in place and completed, and Developer has performed its payment responsibilities and other obligations pursuant thereto, including, those in the Transportation Proportionate Share Agreement.

12. The City acknowledges and has determined that Developer has performed its payment and other obligations pursuant to the Daniels Road Northern Extension Agreement attached as Exhibit “C” to the First Amendment and described in Section III.21.(b) of the Development Order, as amended by Section 4 of the First Amendment. The City acknowledges that for purposes of reimbursement as provided in subsection 10(b) of the Daniels Road Northern Extension

Agreement, “Developer” shall mean Sembler and not the successors in title or assigns of Sembler.

13. Developer’s performance of the obligations referenced in paragraph 12 13 and 16 of this Second Amendment are not sufficient to mitigate or accommodate the impacts of the Hospital Project. A new subsection 30. to Section III., titled “**Hospital Project Transportation Improvements.**” is hereby added to the Development Order to read as follows: ”"30. **Hospital Project Transportation Improvements**. In order to address the traffic impacts of the Hospital Project, as a condition of an amendment to the PCD approving the zoning for the Hospital Project, Florida Hospital and the City shall enter into a transportation improvement agreement providing for Florida Hospital, at its sole cost and expense, to design, permit, construct and complete the following transportation improvements:

a. The initial phase of the Hospital Project (the “Emergency Department/Medical Office Phase”) will consist of an emergency department containing approximately 25,000 to 30,000 square feet, and approximately 50,000 to 60,000 square feet of medical office. Subsequent development of the Hospital Project will include (i) a medical office phase (the “Medical Office Phase”) that will consist of the balance of the medical office (approximately 140,000 to 150,000 square feet), and (ii) a hospital phase (the “Hospital Phase”) that will consist of the hospital facility. The Emergency Department/Medical Office Phase will occur first, but the Medical Office Phase and the Hospital Phase could occur simultaneously, or one before the other, but not necessarily in any particular order.

b. The following road improvements will be required as part of the Emergency Department/Medical Office Phase:

(1) Widen Fowler Groves Boulevard to 4-lanes (11' wide lanes) from the main entrance of the Hospital Project to Daniels Road, and include a new dedicated eastbound right turn lane at Daniels Road. Unused travel and turn lanes will be "striped out", leaving a single left turn into the Hospital Project and a single right turn out of the Hospital Project. A directional median will prevent left turns out of the Hospital Project.

(2) Extend the northbound left turn lane at the mall entrance and Daniels Road (Hess Station).

(3) Extend the northbound left turn lane at Daniels Road and Fowler Groves Boulevard.

c. The following road improvements will be required as part of the Hospital Phase, but may be required as part of the Medical Office Phase, if the Medical Office Phase occurs prior in time to the Hospital Phase, as determined by the City during its site plan review of the Medical Office Phase:

(1) Provide a second northbound left turn lane at Daniels Road and Fowler Groves Boulevard.

(2) Provide a traffic signal at the main hospital entrance and Fowler Groves Boulevard and remove striping so that there are two lanes entering the hospital.

(3) Provide a right turn only exit onto CR535 on the south of the Hospital Project to the west of the existing lift station.

d. The following road improvement will be required as part of the Hospital Phase:

(1) Widen CR535/Daniels Road to six lanes from south of Stoneybrook West Parkway (South) to north of Stoneybrook West Parkway (North)), including an additional lane on the northbound SR 429 on-ramp and appropriate traffic signage. Notwithstanding anything herein to the contrary, the City of Winter Garden will design, permit and construct the transportation improvements described in this subsection 13. d. (1) at Florida Hospital's expense and subject to the terms and conditions of the transportation improvements agreement.

14. Sections III.24, III.25, III.26, III.27 and III.28 shall not apply to Florida Hospital, the Hospital Property or the Hospital Project.

15. Section IV.5 Recreational Facilities Contribution of the Development Order, as added by Section 8 of the First Amendment, is hereby deleted in its entirety.

16. The City acknowledges and has determined that Developer has performed its payment and other obligations under (i) subsections 28(b) Fire and 28(c) Pedestrian of the Development Order, and (ii) Sections IV.6 Fire Facilities Contribution, IV.7 Pedestrian Safety Contribution and IV.8 CR 535 Maintenance Contribution of the Development Order, as added by Sections 9, 10 and 11, respectively, of the First Amendment.

17. The second sentence of Section VII.3 is hereby deleted in its entirety and replaced with the following:

This Development Order shall expire seven (7) years from the buildout date of Phase 2 or 2032, whichever occurs first.

18. Except as specifically amended and modified hereby, all other terms, conditions and obligations of the Development Order and the First Amendment shall continue in full force and effect.

This Second Amendment to City of Winter Garden Development Order for Winter Garden Village at Fowler Groves is dated this _____ day of _____, 2012.

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[SIGNATURES ON FOLLOWING PAGES]

ATTEST:

By: _____
Print Name:_____
City Clerk

Date: _____, 2012

CITY OF WINTER GARDEN, FLORIDA

By:_____
Print Name: _____
Mayor

Date: _____, 2012

APPROVED AS TO FORM AND LEGALITY for use and reliance by the City of Winter Garden, Florida only:

By: _____
Print Name: _____
City Attorney

Date: _____, 2012

STATE OF FLORIDA
COUNTY OF ORANGE

On this ____ day of _____, 2012, before me, the undersigned authority, personally appeared _____ and _____, personally known to me to be the Mayor and City Clerk of the City of Winter Garden, Florida, respectively, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Winter Garden, Florida as its true act and deed, and that they were duly authorized to do so.

_____
_____
(NAME: Printed, Typed or Stamped)
Notary Public, State of Florida
My Commission Expires: _____

WITNESSES:

ADVENTIST HEALTH SYSTEM/ SUNBELT, INC., a Florida not-for-profit

corporation, doing business as **FLORIDA HOSPITAL**

_____
Printed Name: _____

_____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

On this ____ day of _____, 2012, before me, the undersigned authority, personally appeared _____, as the _____ of Adventist Health System/Sunbelt, Inc., a Florida not-for-profit corporation, doing business as Florida Hospital, personally known to me, and acknowledged before me that he executed the foregoing instrument on behalf of Adventist Health System/Sunbelt, Inc., a Florida not-for-profit corporation, doing business as Florida Hospital, and that he was duly authorized to do so.

_____
_____
(NAME: Printed, Typed or Stamped)
Notary Public, State of Florida
My Commission Expires: _____

WITNESSES:

SEMBLER WINTER GARDEN PARTNERSHIP #1, LTD., a Florida limited partnership

By: SEMBLER RETAIL II, INC., a Florida corporation, Its General Partner

_____
Printed Name: _____

_____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

On this ____ day of _____, 2012, before me, the undersigned authority, personally appeared _____, as the _____ of Sembler Retail II, Inc., a Florida corporation, the General Partner of Sembler Winter Garden Partnership #1, Ltd., a Florida limited partnership, personally known to me, and acknowledged before me that he/she executed the foregoing instrument on behalf of Sembler Retail II, Inc., a Florida corporation, the General Partner of Sembler Winter Garden Partnership #1, Ltd., a Florida limited partnership, and that he/she was duly authorized to do so.

_____
_____
(NAME: Printed, Typed or Stamped)
Notary Public, State of Florida
My Commission Expires: _____

EXHIBIT “A”

(Sembler Property)

Lot 11, Block 1, Winter Garden Village at Fowler Groves, according to the plat thereof recorded in Plat Book 69, Pages 82 through 86, inclusive, of the Public Records of Orange County, Florida.

Containing 24.349 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

EXHIBIT “B”

(Fowler Property)

That pert of the North half of the Northwest ¼ of Section 2, Township 23 South, Range 27 East, Orange County, Florida, lying Southerly and Westerly of Winter Garden-Vineland Road (CR 535); LESS that part thereof lying within Right of Way “H”, Bike Trail, as described in Order of Taking recorded in Official Record Book 6084, Page 2829, and Stipulated Final Judgment recorded in Official Records Book 6920, Page 2493, of the Public Records of Orange County, Florida.

EXHIBIT “C”

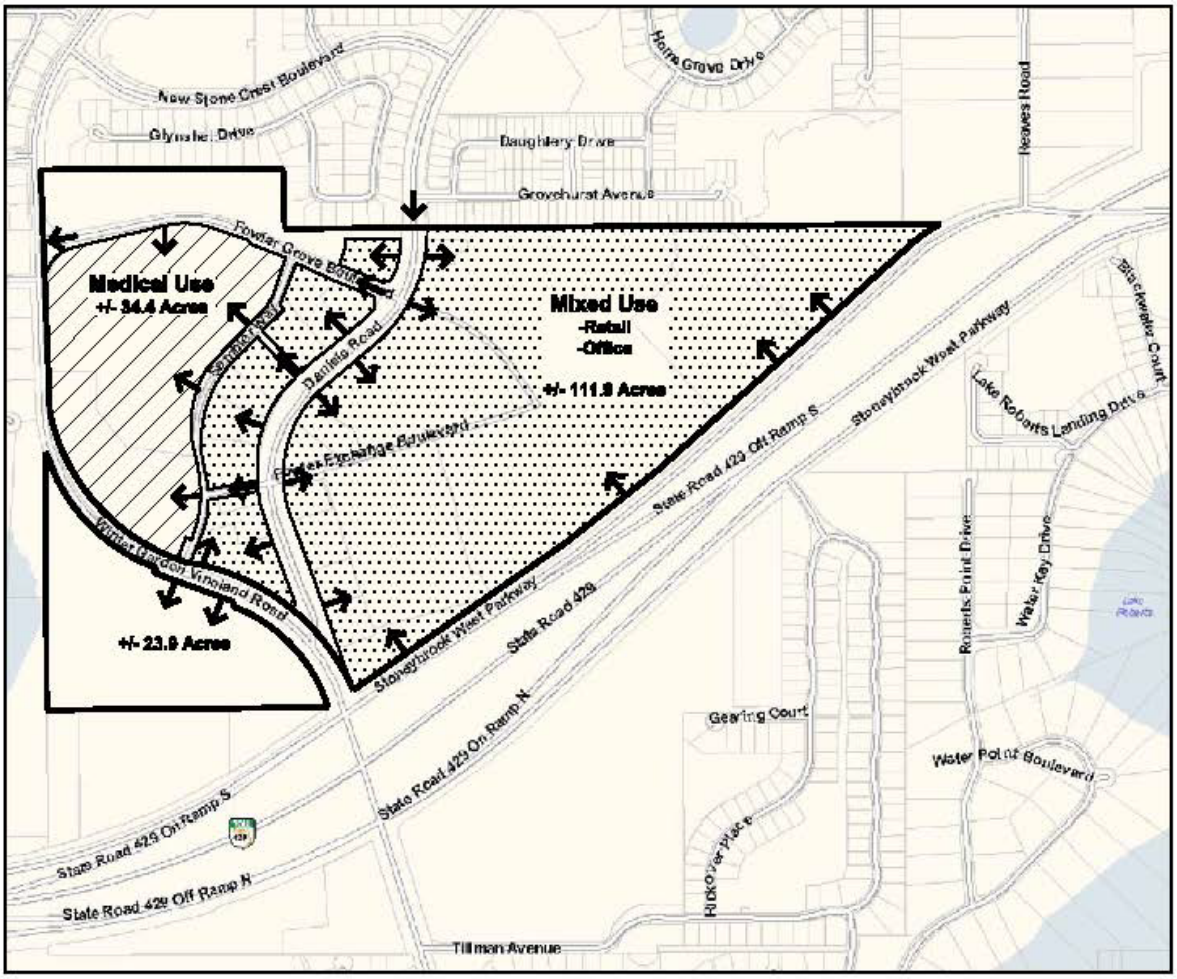
(POA Property)

Tract B, Block 1, WINTER GARDEN VILLAGE AT FOWLER GROVES, as recorded in Plat Book 69, Pages 82 through 86 of the Public Records of Orange County, Florida.

Containing 10.006 acres more or less and being subject to any rights-of-way, restrictions and easements or record.

EXHIBIT “D”

(Map H)



Development Plan

Phase 1 2005-2022
- Retail - 1.15 Mil SF
- Medical Use - 200 Beds (Maximum of 460,000 SF)
- Emergency Department - 30,000 SF
- Medical Office Building - 200,000 SF

Phase 2 2022-2025
- Office - 60,000 SF
- Residential - 100 Units

Parking

Phase 1 2005-2022
+/- 8150 spaces

Phase 2 2022-2025
+/- 300 spaces

Legend

- Property Boundary
- Medical Use
- Mixed Use
- Approximate location of Access Points

December 2005 - Revised November 2012

Master Development Plan - Map H

FLORIDA HOSPITAL

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

300 West Plant Street - Winter Garden, Florida 34787-3011 ● (407) 656-4111

STAFF REPORT

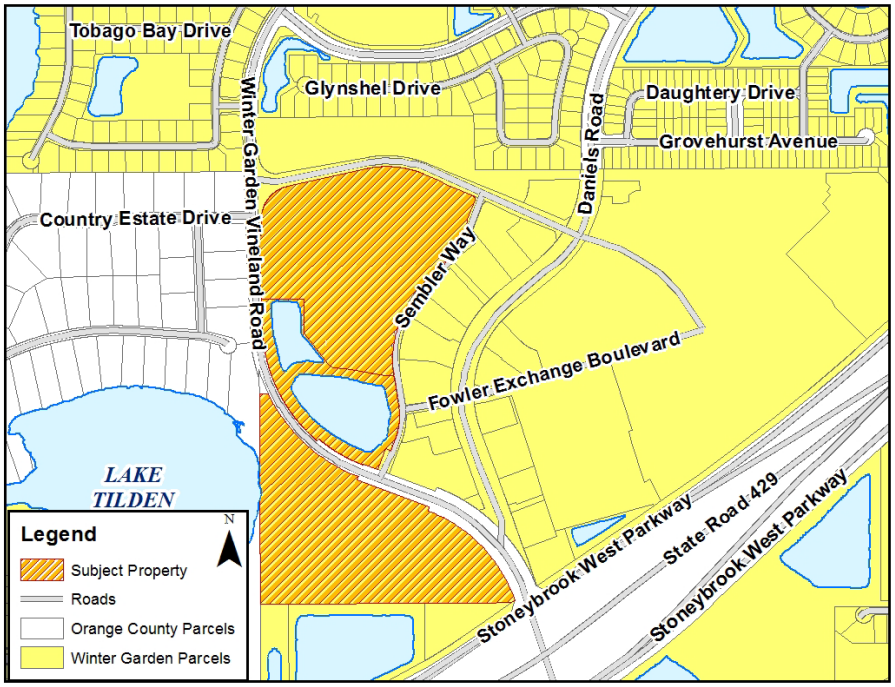
TO: PLANNING AND ZONING BOARD
PREPARED BY: LAURA SMITH, SENIOR PLANNER
DATE: NOVEMBER 21, 2012
SUBJECT: AMENDMENT TO PLANNED COMMERCIAL DEVELOPMENT (PCD) & AMENDMENT TO DEVELOPMENT OF REGIONAL IMPACT (DRI) DEVELOPMENT ORDER.
Winter Garden Village at Fowler Groves (174.8 +/- ACRES)
PARCEL ID # 02-23-27-0000-00-025, 35-22-27-9398-01-110 & 35-22-27-9398-00-002

APPLICANT: Borron J. Owen, Jr. Esquire

INTRODUCTION

The purpose of this report is to evaluate the proposed PCD and DRI Development Order Amendments for compliance with the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The subject property is generally located north of the Western Beltway and east of County Road 535, commonly known as Winter Garden Village at Fowler Groves within the City of Winter Garden. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting to amend the Planned Commercial Development Zoning and the Development Order for the Development of Regional Impact for the Winter Garden Village at Fowler Groves property which was adopted by Ordinance 05-24 (rezoning 174.8 ± acres of land from City R-1 City PCD) and Ordinance 05-22 (City of Winter Garden Development Order for Winter Garden Village at Fowler Groves) to remove the residential uses permitted within the 54 +/- acres portion of the property identified as the Residential Tract on Exhibit "B" of Ordinance 05-24 and add the permitted uses of Hospital and Ancillary Uses, Emergency Department and Medically Related Professional and Business Offices, Clinics and Laboratories. The subject property is located within the City of Winter Garden municipal limits, and carries the zoning designation PCD (Planned Commercial Development) in the City of Winter Garden. The subject property is designated South Beltway Center on the Future Land Use Map of the City's Comprehensive Plan.

EXISTING USE

The 34.4 +/- acre portion of the Winter Garden Village at Fowler Groves property that is the subject of Ordinance 12-54 & Ordinance 12-55 is currently vacant unimproved land with the exception of approximately 10 +/- acres which contains a stormwater retention pond.

ADJACENT LAND USE AND ZONING

The subject property is bordered on the north by the Stonecrest residential subdivision zoned PUD in the City of Winter Garden, the east by the Winter Garden Village at Fowler Groves commercial site zoned PCD in the City of Winter Garden and the Western Beltway (SR 429), the west by the Country Lake Estates residential subdivision zoned R-CE in Orange County, and the south by an agricultural use property zoned R-1 in the City of Winter Garden.

PROPOSED USE

The applicant, representing Florida Hospital proposes to develop a hospital, with ancillary uses, and a medical health care facility, to be constructed in multiple phases. Phase A of the Hospital Project (the "Emergency Department/Medical Office Phase") will consist of an emergency department containing approximately 25,000 to 30,000 square feet, and approximately 50,000 to 60,000 square feet of medical office. Phase B of the Hospital Project will include (i) medical office (the "Medical Office Phase") will consist of the balance of the medical office (approximately 140,000 to 150,000 square feet), and (ii) hospital beds (the "Hospital Phase") that will consist of the hospital facility. The Emergency Department/Medical Office Phase will occur first, but the Medical Office Phase and the Hospital Phase could occur simultaneously, or one before the other, but not necessarily in any particular order.

PUBLIC FACILITY ANALYSIS

Infrastructure in the form of water, sewer, and reclaimed water systems are available to support the proposed development.

The following roadway improvements will be made at the cost of the applicant to support the proposed use:

1. The following road improvements will be required to be constructed by Florida Hospital as part of the Emergency Department/Medical Office Phase:

   a. Widen Fowler Groves Boulevard to 4-lanes (11' wide lanes) from the main entrance of the Hospital Project to Daniels Road, and include a new dedicated eastbound right turn lane at Daniels Road. Unused travel and turn lanes will be "striped out", leaving a single left turn into the Hospital Project and a single right turn out of the Hospital Project. A directional median will prevent left turns out of the Hospital Project.

   b. Extend the northbound left turn lane at the mall entrance and Daniels Road (Hess Station)

   c. Extend the northbound left turn lane at Daniels Road and Fowler Groves Boulevard

2. The following road improvements will be required as part of the Hospital Phase, but may be required as part of the Medical Office Phase, if the Medical Office Phase occurs prior in time to the Hospital Phase, as determined by the City during its site plan review of the Medical Office Phase

   a. Provide a second northbound left turn lane at Daniels Road and Fowler Groves Boulevard

   b. Provide a traffic signal at the main hospital entrance and Fowler Groves Boulevard and remove striping so that there are two lanes entering the Hospital Project.

   c. Provide a right turn only exit onto CR535 on the south of the Hospital Project to the west of the existing lift station

3. The following road improvements will be required as part of the Hospital Phase:

   a. Widen CR535/Daniels Road to six lanes from south of Stoneybrook West Parkway (South) to north of Stoneybrook West Parkway (North), including an additional lane on the northbound on-ramp onto SR 429 and appropriate traffic signage

SUMMARY

City Staff recommend approval of the proposed Ordinances to amend the Planned Commercial Development Zoning and the Development Order for the Development of Regional Impact for the Winter Garden Village at Fowler Groves property which was adopted by Ordinance 05-24 (rezoning 174.8 ± acres of land from City R-1 City PCD) and Ordinance 05-22 (City of Winter Garden Development Order for Winter Garden Village at Fowler Groves) to remove the

residential uses permitted within the 54 +/- acres portion of the property identified as the Residential Tract on Exhibit "B" of Ordinance 05-24 and add the permitted uses of Hospital and Ancillary Uses, Emergency Department and Medically Related Professional and Business Offices, Clinics and Laboratories subject to the conditions of Ordinance 12-54, Ordinance 12-55, the Transportation Improvements Agreement and the following conditions:

(a) The Developer shall obtain all required department approvals.

(b) A right-of-way landscaping maintenance agreement approved by the City shall be entered into by Florida Hospital prior to the issuance of any certificate of occupancy for the Hospital Project providing for the maintenance of landscaping and other improvements within public rights-of-way at Florida Hospital's sole cost. Florida Hospital, at its sole expense, will supplement the landscaping between the Hospital Property and the Bay Isle subdivision by installing landscaping on Bay Isle subdivision common property and/or CR 535 right-of-way to create a visual buffer between the two developments. Such landscaping installation shall be subject to approval by the owners of the property and/or right-of-way where the landscaping is to be planted (e.g. homeowner's association of Bay Isle subdivision and the City).

(c) As a requirement of site plan approval for each individual building, specific pedestrian pathways must be identified. These pathways must be safe, attractive, and predominantly under shade.

(d) The maximum size of the Hospital land use, including all ancillary uses, will be 200 hospital beds contained within a maximum gross leasable area of 460,000 square feet based on 2,300 square feet per hospital bed actually permitted; provided, however, if construction of all of the hospital beds does not occur at one time, the square footage per hospital bed may be higher initially, because of the facilities and services required for a functioning hospital; further, provided, notwithstanding the foregoing, the maximum size of the Hospital land use, including all ancillary uses, may not exceed the following maximum sizes at the stated increments (references to beds means permitted beds):

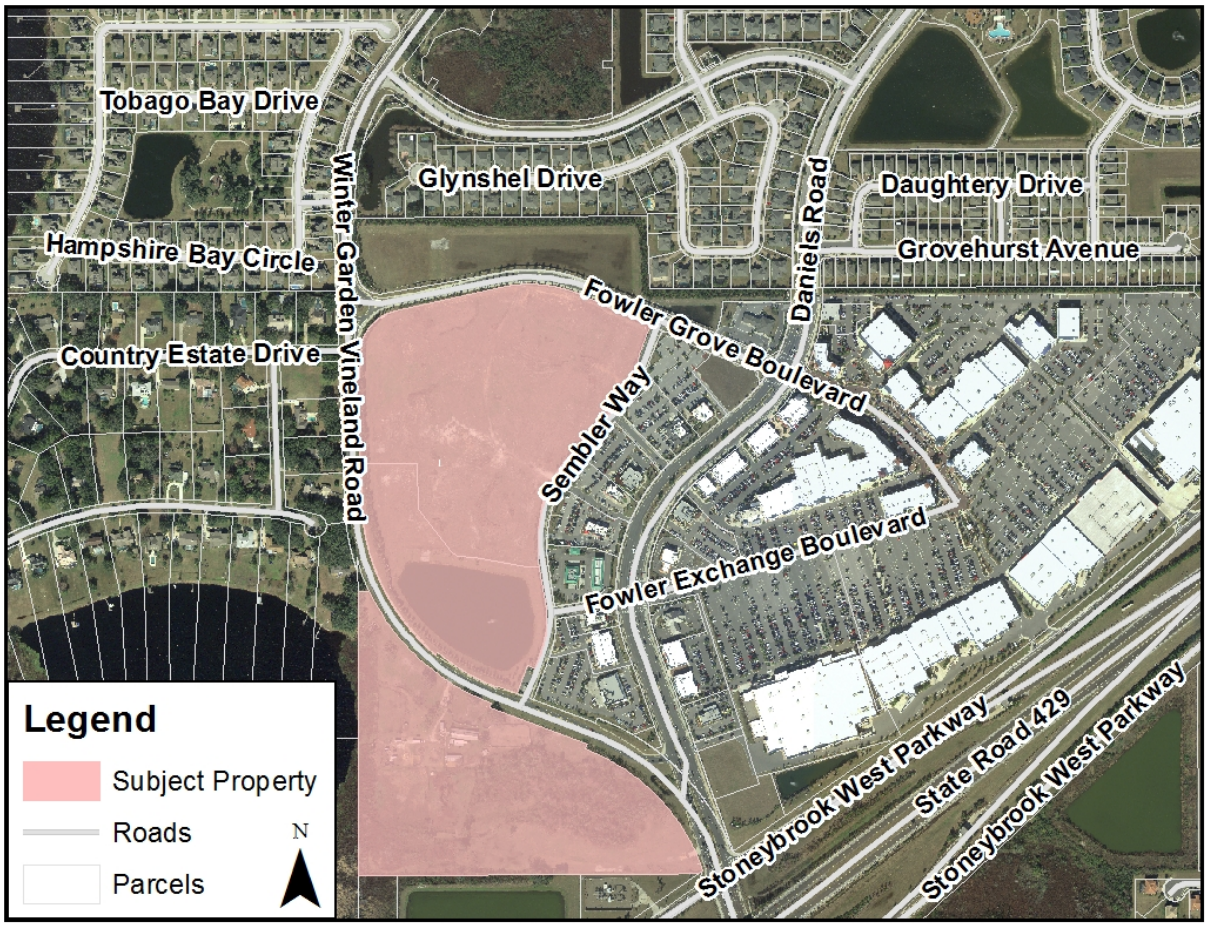
Number of Hospital Beds	*Additional Sq. Ft. Increment*	*Total Maximum Sq. Ft.*
50	150,000	150,000
100	115,000	265,000
150	115,000	380,000
200	80,000	460,000

In the event the number of permitted hospital beds at any given time is between the above stated increments, the maximum size will be the square footage of the lower increment plus 2,300 square feet per permitted bed. For example, in the case of a 120 bed hospital, the maximum size will be 311,000 square feet (265,000 square feet for 100 hospital beds, plus 46,000 square feet for 20 hospital beds at 2,300 square feet per bed.)

(f) All service and delivery vehicles from the south should enter the Hospital Project directly into the southern access point off Sembler Way, and all service and delivery vehicles from the north should enter the Hospital Project directly into the northern access point off Sembler Way. The southern access point and the northern access point off Sembler Way should be connected to the rear delivery area by internal driveways.

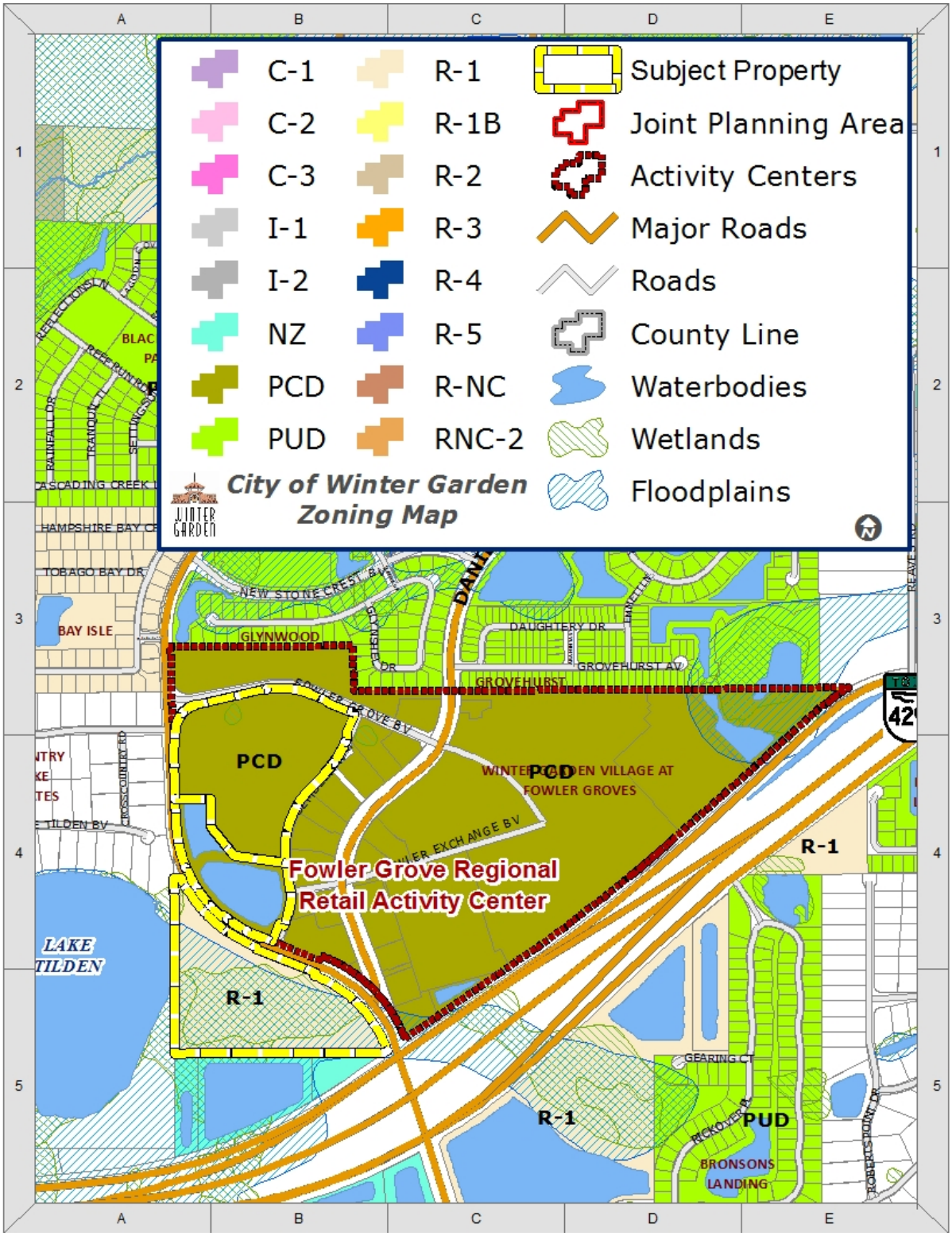
MAPS

AERIAL PHOTO
Subject Property

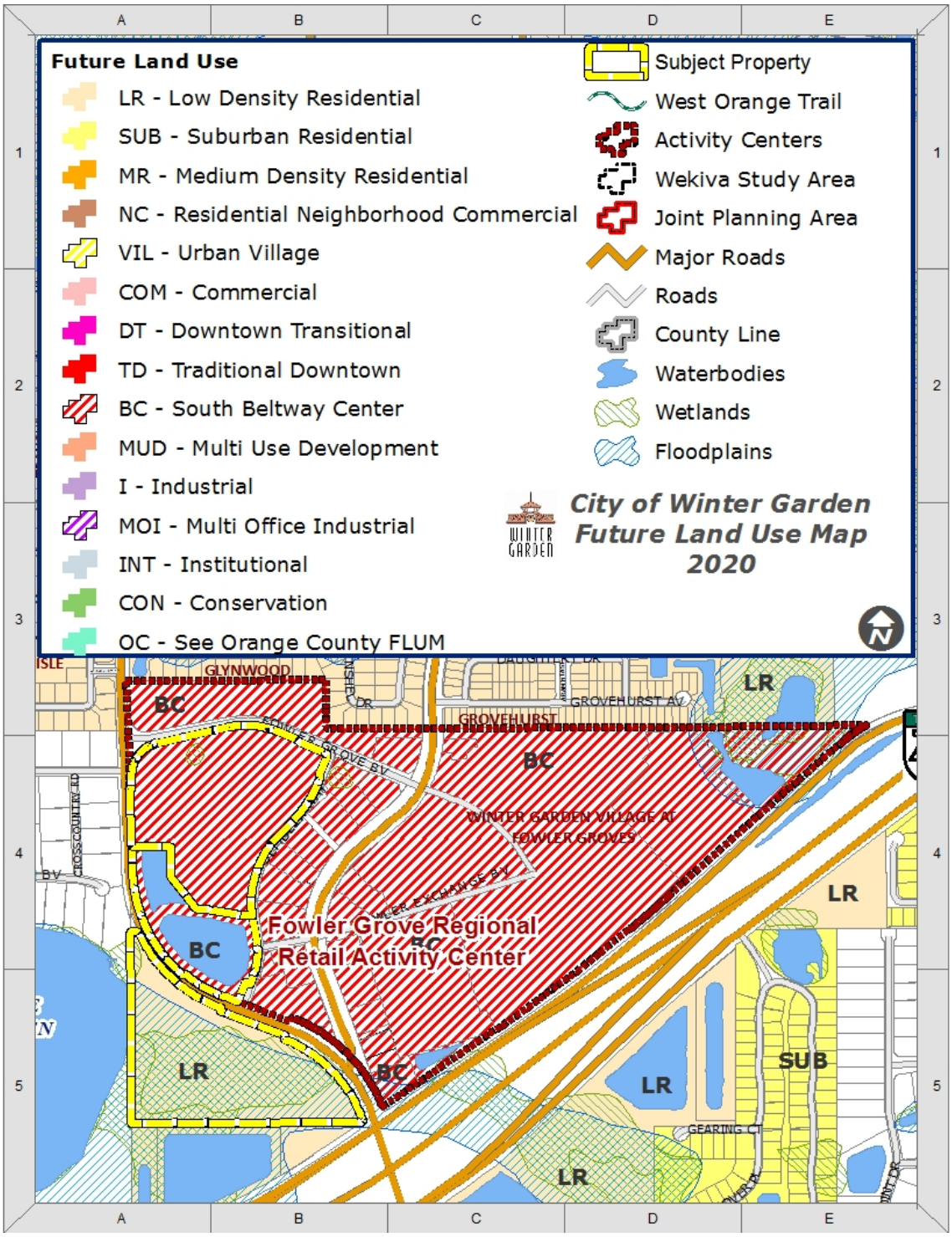


ZONING MAP

Winter Garden Village at Fowler Groves Property



FUTURE LAND USE MAP
Winter Garden Village at Fowler Groves Property



END OF STAFF REPORT