



**CITY COMMISSION AND  
COMMUNITY REDEVELOPMENT AGENCY AGENDA  
REVISED 4/7/2014\*  
CITY HALL COMMISSION CHAMBERS  
300 W. Plant Street**

**REGULAR MEETING**

**APRIL 10, 2014**

**6:30 P.M.**

**CALL TO ORDER**

Determination of a Quorum  
Invocation and Pledge of Allegiance

**1. APPROVAL OF MINUTES**

Regular Meeting of March 27, 2014

**2. PRESENTATION**

**Proclamation 14-05** declaring the Month of April as Water Conservation Month

**3. REGULAR BUSINESS**

- A. Recommendation to approve Change Order #4 increasing the contract amount for E. Plant St. Segment 2 by \$600,722.77 to cover the cost of improvements to Segment 4 (*postponed 3/13/2014*) - Assistant City Manager Public Services Cochran
- B. Recommendation to approve the Final Plat for Bradford Creek Phase I – Community Development Director Williams
- C. Recommendation to approve Developer’s Agreement with AutoZone Stores, Inc. for property located at 13822 W. Colonial Drive (*revised agreement added 4/8/2014*)- Community Development Director – Williams

*Dispense as the City Commission and convene as the Community Redevelopment Agency*

- D. \*Recommendation to approve revised language in the Facade Matching Grant Program – Economic Development Director Gerhartz
- E. \*Recommendation to approve Facade Matching Grant application for 426 W. Plant Street as requested by Plant Street Market LLC in the amount of \$60,000, with conditions - Economic Development Director Gerhartz

*Adjourn as the Community Redevelopment Agency and reconvene as the City Commission*

**4. MATTERS FROM PUBLIC (Limited to 3 minutes per speaker)**

**5. MATTERS FROM CITY ATTORNEY – Kurt Ardaman**

**6. MATTERS FROM CITY MANAGER – Mike Bollhoefer**

**7. MATTERS FROM MAYOR AND COMMISSIONERS**

**ADJOURN** to a Regular Meeting on April 24, 2014 at 6:30 p.m. in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

**NOTICE:** In accordance with Florida Statutes 286.0105, if any person decides to appeal any decision made by said body with respect to any matter considered at such meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Winter Garden does not prepare or provide such record.

	Those needing assistance to participate in any of these proceedings should contact the City Clerk’s Office at least 48 hours in advance of the meeting (407) 656-4111 x2254.		Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Department (407) 656-4111 x5455.
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# CITY OF WINTER GARDEN

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## CITY COMMISSION REGULAR MEETING MINUTES

March 27, 2014

A **REGULAR MEETING** of the Winter Garden City Commission was called to order by Mayor Rees at 6:30 p.m. at City Hall, 300 West Plant Street, Winter Garden, Florida. The invocation and Pledge of Allegiance were given.

**Present:** Mayor John Rees, Commissioners Bob Buchanan, Kent Makin, Robert Olszewski and Colin Sharman

**Also Present:** City Manager Mike Bollhoefer, City Attorney Kurt Ardaman, City Clerk Kathy Golden, Assistant Director of Public Services Operations Mike Kelley, Assistant to City Manager – Administrative Services Frank Gilbert, Community Development Director Ed Williams, Finance Director Laura Zielonka, Interim Fire Chief Matt McGrew, Police Chief George Brennan, Building Official Skip Lukert, Economic Development Director Tanja Gerhartz, Recreation Director Jay Conn, and West Orange Times Reporter Peter M. Gordon

### 1. **APPROVAL OF MINUTES**

**Motion by Commissioner Olszewski to approve regular meeting minutes of March 13, 2014 as submitted. Seconded by Commissioner Buchanan and carried unanimously 5-0.**

### 2. **FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCE**

A. **Ordinance 14-12:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CITY OF WINTER GARDEN FISCAL YEAR 2013-2014 BUDGET; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

City Manager Bollhoefer stated that staff would like to postpone this item and noted that it will be re-advertised.

**Motion by Commissioner Buchanan to POSTPONE Ordinance 14-12 to a date uncertain. Seconded by Commissioner Sharman and carried unanimously 5-0.**

### 3. **SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

A. **Ordinance 14-13:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.22 ± ACRES LOCATED AT 450 WEST STORY ROAD AT THE SOUTHWEST CORNER OF WEST STORY ROAD AND FOSTER AVENUE 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

- B. **Ordinance 14-14:** 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 0.22 ± ACRES OF LAND LOCATED AT 450 WEST STORY ROAD AT THE SOUTHWEST CORNER OF WEST STORY ROAD AND FOSTER AVEUNE FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- C. **Ordinance 14-15:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.22 ± ACRES OF REAL PROPERTY GENERALLY LOCATED AT 450 WEST STORY ROAD AT THE SOUTHWEST CORNER OF WEST STORY ROAD AND FOSTER AVENUE FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-2 RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 14-13, 14-14, and 14-15 by title only. Community Development Director Williams stated that this is a voluntary annexation and establishment of future land use designation and zoning. The applicant would like access to City services. This has been reviewed by the Planning and Zoning Board and staff; both recommend approval.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

**Motion by Commissioner Buchanan to adopt Ordinances 14-13, 14-14, and 14-15. Seconded by Commissioner Makin and carried unanimously 5-0.**

- D. **Ordinance 14-16:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 1.75 ± ACRES LOCATED AT 13100 WEST COLONIAL DRIVE ON THE SOUTH SIDE OF WEST COLONIAL DRIVE, EAST OF 5TH STREET AND WEST OF 9TH 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
- E. **Ordinance 14-17:** 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 1.75 ± ACRES LOCATED AT 13100 WEST COLONIAL DRIVE ON THE SOUTH SIDE OF WEST COLONIAL DRIVE, EAST OF 5TH STREET AND WEST OF 9TH STREET FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

- F. **Ordinance 14-18:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 1.75 ± ACRES LOCATED AT 13100 WEST COLONIAL DRIVE ON THE SOUTH SIDE OF WEST COLONIAL DRIVE, EAST OF 5TH STREET AND WEST OF 9TH STREET FROM ORANGE COUNTY C-3 COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 14-16, 14-17, and 14-18 by title only. Community Development Director Williams stated that this is a voluntary annexation and request for comprehensive plan land use designation and zoning. The property is located near Lake Butler Groves, Inc. also known as the R. D. King property. This has been reviewed by staff and the Planning and Zoning Board; both recommend approval.

Mayor Rees opened the public hearing; hearing and seeing none, he closed the public hearing.

**Motion by Commissioner Olszewski to adopt Ordinances 14-16, 14-17, and 14-18. Seconded by Commissioner Sharman and carried unanimously 5-0.**

4. **REGULAR BUSINESS**

- A. **Recommendation to approve bids and award contract for South Woodland Street and East Tremaine Street Project to T. D. Thomson Construction Company in the amount of \$438,298.30, which includes a 10 percent contingency**

Assistant Director of Public Services Operations Kelley stated that the City received bids on January 22, 2014 for the South Woodland and Tremaine Street project. This project covers, as noted on the exhibit; the number three railroad track and number 4 South Woodland Street. This project provides much needed drainage and utility improvements. Four bids were received with the lowest three bids being tabulated and distributed in the agenda packet. After reviewing the bids, checking references, and confirming they have worked on local and similar projects, the engineers determined that T. D. Thomson Construction is the most responsive and lowest bidder. He noted that T. D. Thomson Construction's low bid is \$398,453.00. The engineer's letter recommends that a 10 percent contingency be approved in addition to the contractor's unit price bid, bringing the total price to \$438,298.30.

Mr. Kelley stated that staff recommends awarding the contract for the South Woodland Street and Tremaine Street project to T. D. Thomson Construction in the amount of \$398,453.00, with a 10 percent contingency, for a total contract price of \$438,298.30.

Mr. Kelley stated that staff anticipates this project to start after the railroad work is finished in the area; which should be mid to late May, with 115 days until final completion.

Mayor Rees asked if Tremaine Street and South Woodland down to Smith Street would be bricked. Mr. Kelley responded yes.

**Motion by Commissioner Sharman to approve bids and award contract for South Woodland Street and East Tremaine Street Project to T. D. Thomson Construction Company in the amount of \$398,453.00, with a 10 percent contingency, for a total contract price of \$438,298.30. Seconded by Commissioner Makin and carried unanimously 5-0.**

**B. Recommendation to approve investment package for renovating blighted property at 426 W. Plant Street and authorize the City Manager to execute any necessary agreements with the property owner**

Economic Development Director Gerhartz stated that property located at 426 West Plant Street has had minimal maintenance or investment for many years. She noted that one of the deterring factors for redevelopment for this portion along West Plant Street is due to the perception of crime associated with the property and its appearance. She noted that the item before the City Commission is a proposal to convert the apartments to commercial use and expand the downtown district along that portion of West Plant Street; hopefully encouraging redevelopment all the way to Park Avenue.

Ms. Gerhartz shared that Plant Street Market LLC has this property under contract with a closing date of no later than May 31, 2014. In order to close on the property, the owners need City Commission approval of the request submitted in the agenda packet.

Ms. Gerhartz stated that the purchasers are proposing to convert the 20 apartments to an artisan market, to be called Plant Street Market, and a micro-brewery. She recently learned that the purchasers are now considering demolishing the building, instead of a conversion, to save money. The exact mix of stores is still being decided. The downtown area is fully occupied and this will provide much needed retail space on a block that needs to be activated. This will serve as an anchor and a retail destination for our downtown.

Ms. Gerhartz noted some of the types of stores that could go into the market. She noted that depending upon the final design; this will represent approximately a \$2 million dollar investment and with the land it would be over \$3 million. The City [staff] recommends providing an assistance package which would expand the City Hall parking lot for 55 spaces to the west that is already budgeted, provide impact fee assistance estimated at \$90,000.00 and expedited building permits with fee assistance estimated at \$30,000.00. She noted that the City will also aid in finding tenants. City Staff is requesting approval of the impact fee and building fee waivers.

Ms. Gerhartz noted that staff will be coming back with a façade grant in April to ask the Community Redevelopment Agency for approval after it has gone before the CRA advisory board (CRAAB).

City Manager Bollhoefer shared the history on the purchase of this property and the current purchaser's intent is to convert it to commercial. Previously, the City Commission agreed to provide an incentive package of approximately \$300,000.00 which included the additional public parking at City Hall at a cost of \$180,000.00. The purchaser decided she did not want to come up with the funding to move forward with the commercial property. She was going to let it remain as residential but was persuaded to sell it and this is how staff has reached this point.

Mr. Bollhoefer noted the CRA façade grant would be approximately \$60,000. Staff has met with the CRA [Advisory Board] who agreed philosophically. The architectural concepts would still have to go before the CRAAB and be brought back to the City Commission [CRA].

Commissioner Makin asked if they demolished the building and built a new one would the CRA still come into play. Mr. Bollhoefer replied yes, the City could make this work through the grant process because there would still be a façade on the building.

Mr. Bollhoefer shared the past history of the police calls made about the activities at the apartments.

Commissioner Olszewski asked if there would be individual vendors in the Plant Street Market. Ms. Gerhartz responded yes and shared that it's similar to a market in Orlando that has individual vendors coming together underneath one roof to create one market. There was discussion that this will be a very open market with partial or barrier walls to separate the individual vendors.

Ms. Gerhartz noted that there will be a lot of areas both around the building and in front that will have outdoor café seating.

Commissioner Olszewski asked about the prior \$300,000.00 being grandfathered in. Mr. Bollhoefer responded that the City actually agreed to that amount and budgeted for the parking lot which is in the budget at \$183,000.00. What would need to be approved tonight are approximately \$90,000.00 impact fee and the \$30,000.00 permitting fee waiver. The CRA portion would have to come back to the City Commission.

**Motion by Commissioner Buchanan to approve the investment package, as submitted, for renovating blighted property at 426 W. Plant Street and authorize the City Manager to execute any necessary agreements with the property owner. Seconded by Commissioner Makin and carried unanimously 5-0.**

**C. Recommendation to approve authorizing the City Manager to execute a contract with HVS Consulting and Valuation to conduct a market feasibility study on two potential sites at a cost not to exceed \$25,000**

Economic Development Director Gerhartz shared that since she has been with the City, the most often she has heard from businesses and residents about the need for another

hotel. Staff has spoken with some experts who have recommended that the City hire a consultant for a market feasibility study so that the City can recruit a hotel developer.

Ms. Gerhartz stated that staff would like to hire one of the most respected hotel consulting firms in the country to help us with this project; HVS Consulting and Valuation. They would research two sites: the East Plant Street corridor and the State Road 50 corridor. Ms. Gerhartz stated that staff is requesting approval authorizing the City Manager sign a contract for up to \$25,000.00 to complete that study.

Commissioner Sharman asked how the market feasibility study is a benefit to the City. Gerhartz responded that the study will prove there is the demand to support a hotel. There is a lot of risk involved, especially with a hotel; so the City would be doing its due diligence up front in hopes that we can bring in one hotel developer.

Mr. Bollhoefer noted that staff met with a hotel builder who is well known in the business and is very interested in establishing a hotel on a State Road 50 site. Before the developer would consider it, the City would need to provide a market study showing this is not just speculation. This feasibility study could be used for any hotel company. Mayor Rees inquired as to whether there are different types of studies based on the height.

Ms. Gerhartz stated that the consultant informed her that a review of the corridor along the 429 and areas along State Road 50 are very different; essentially there are two studies. There could very well be different recommendations for different products based on traffic flow and activity.

Commissioner Olszewski shared that this is one of his projects and has met with many people because we are missing this feature. Are we positive that with this study we will be attractive to hotel owners? Mayor Rees shared that with our proximity to the surrounding area attractions and our downtown, we would be an attractive location for hotels. City Manager Bollhoefer shared that he believes it will bring results.

**Motion by Commissioner Makin to approve authorizing the City Manager to execute a contract with HVS Consulting and Valuation to conduct a market feasibility study on two potential sites at a cost not to exceed \$25,000. Seconded by Commissioner Buchanan and carried unanimously 5-0.**

**D. Recommendation to approve swapping City owned land at 270 W. Plant Street with 252 W. Plant Street Partnership for their land at 252 W. Plant Street and paying for the additional incurred costs**

City Manager Bollhoefer stated that this matter has been discussed in the past. Staff recommends swapping the land adjacent to the old Planning and Zoning Department building on the corner next to City Hall, with land owned by 252 W. Plant Partnership, located next to the Splash Fountain. The land the City obtains through this swap would be used as a gateway park into the Pavilion area. For the long term, it will create a much

better park area for the Pavilion and all of the secondary streets in the downtown area. Part of the deal to swap the two pieces of land would be for the City to pay \$118,000.00 in cash and \$17,000.00 in parking fee impact credits. They already have an architectural design, which they would no longer be able to use because of the difference in the lot size. This is why the City would pay them the cash. This amount is the approximate cost for architectural fees and legal fees to do re-design. Staff recommends approval and he thinks, long term, this would be best for the City.

Commissioner Olszewski asked if paying the fees of the other party was typical in a land swap. Mr. Bollhoefer noted that he is not sure because this is not typical and explained that generally this does not happen. However, because it is important to the City to use as a gateway entrance, by doing this we make their parcel whole, providing them with a piece of land and the money to design their building for the new parcel. The fairness in this swap is making it whole. If no land swap occurred, they would not have an architecturally designed building. Mayor Rees noted that since staff went to them and asked, it pushes it back to us. City Attorney Ardaman stated that it puts them back in the same position they were.

**Motion by Commissioner Olszewski to approve swapping City owned land at 270 W. Plant Street with 252 W. Plant Street Partnership for their land at 252 W. Plant Street and paying for the additional costs incurred. Seconded by Commissioner Makin and carried unanimously 5-0.**

5. **MATTERS FROM PUBLIC** – There were no items.

6. **MATTERS FROM CITY ATTORNEY** – There were no items.

7. **MATTERS FROM CITY MANAGER**

City Manager Bollhoefer distributed a diagram of the Plant Street Segment 4 improvements; originally set to be on the agenda for this meeting. He asked the City Commission to review this item and noted that it would be on the agenda for the next meeting.

Commissioner Olszewski asked if staff met with residents and businesses that would be affected. Mr. Bollhoefer responded no, not until this plan is approved. Mayor Rees asked about the anticipated start date. Mr. Bollhoefer noted that they are ahead of schedule so approximately May or June.

Commissioner Makin spoke of curb cuts on Ninth Street [and Plant Street] for access to the property. Mr. Bollhoefer furnished that if anyone was to acquire this property they would be expected to put an exit on to Ninth Street.

8. **MATTERS FROM MAYOR AND COMMISSIONERS**

**Commissioner Sharman** shared his excitement about the new market.

**Commissioner Olszewski** thanked City staff with special thanks to our first responders. He later announced and invited everyone to the Roper YMCA Family Center kick-off next Thursday at 6:30 p.m. at the Garden Building.

**Commissioner Buchanan** reminded everyone about the Evening at the Pops event this weekend at Tanner Hall. Tickets are available at City Hall reception desk.

**Mayor Rees** remarked that he wishes everyone enjoys their time at the Pops event and wished his wife a happy birthday.

The meeting adjourned at 7:08 p.m.

APPROVED:

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Mayor John Rees

ATTEST:

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City Clerk Kathy Golden, CMC



## Proclamation

14-05

**Whereas**, water is a basic and essential need of every living creature; and

**Whereas**, the State of Florida, Water Management Districts and the City of Winter Garden are working together to increase awareness about the importance of water conservation; and

**Whereas**, the City of Winter Garden and the State of Florida have designated April as Water Conservation Month, typically a dry month when potable water demands are most acute, to educate citizens about how they can help save Florida's precious water resources; and

**Whereas**, the City of Winter Garden has always encouraged and supported water conservation through various educational programs and special events; and

**Whereas**, every business, industry, school, and citizen can make a difference when it comes to conserving water; and

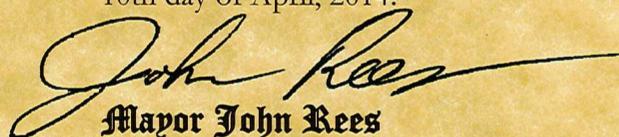
**Whereas**, each business, industry, school, and citizen can help save water and thus promote a healthy economy and community.

**Therefore**, be it resolved by virtue of authority vested in me as Mayor of the City of Winter Garden and the Commissioners do hereby proclaim the month of April 2014 as

### “WATER CONSERVATION MONTH”

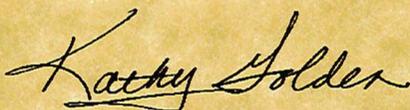
And call upon each citizen and business to help protect our precious resource by practicing water-saving measures and becoming more aware of the need to save water.

**In witness whereof**, I have hereunto set my hand and caused the City Seal to be affixed this 10th day of April, 2014.

  
Mayor John Rees



Attest:



Kathy Golden, City Clerk



**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Don Cochran, Assistant City Manager – Public Services

**Via:** Mike Bollhoefer, City Manager

**Date:** March 25, 2014                      **Meeting Date:** April 10, 2014

**Subject:** Change Order #4 to the E. Plant St. Segment 2 Project Adding the Road Improvements to Segment 4

**Issue:** Change Order #4 to the E. Plant St. Segment 2 Road Improvements Project would authorize the contractor to complete the road improvements to Segment 4 under the contract for Segment 2. One advantage of this is that disruption to the public would be minimized by continuing work that is already underway. The City would also save itself the time and expense of undergoing a separate bidding process for Segment 4. And the improvements would be completed much earlier than anticipated.

Another significant factor is that the Segment 2 Project has received a credit of \$300,616.90 due to a reduction in the quantity of contaminated soils that were excavated and disposed of offsite. This credit will help offset the additional cost of the improvements to Segment 4, which totals \$901,339.67.

Cost of Segment 4 Improvements	\$901,339.67
Credit to Segment 2 Contract	(\$300,616.90)
<b>Total Additional Amount Required</b>	<b>\$600,722.77</b>

The contractor has agreed to this change order and will undertake Segment 4 with the same project superintendent once Segment 2 has been completed.

**Recommended Action:**

Recommendation to approve Change Order #4 increasing the contract amount for E. Plant Segment 2 by \$600,722.77 to cover the cost of the improvements to Segment 4.

**Attachments/References:**

- Change Order #4 of the E. Plant St. Segment 2 Road Improvements Project
- Exhibits showing Plant St. Segment 2 and Plant St. Segment 4



**CITY OF WINTER GARDEN**  
**300 West Plant Street**  
**Winter Garden, FL 34787**  
**(407) 656-4111 (407) 656-4952 (Fax)**

**CHANGE ORDER NO. 4**

**BID # PS12-002**

**PLANT STREET**  
**(SEGMENT 2)**

**CITY OF WINTER GARDEN**  
**ORANGE COUNTY, FLORIDA**

PROJECT NO.: PN # 08-006

DATE: February 20, 2014.

CONTRACTOR: DeWitt Excavating, Inc.

AGREEMENT DATE: December 18 2012

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The following changes are hereby made to the CONTRACT DOCUMENTS.

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Original CONTRACT PRICE \$ 5,875,096.85

Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDER \$ 6,198,735.27

Net Increase (Decrease) Resulting from this CHANGE ORDER \$ 600,722.77

The current CONTRACT PRICE including this CHANGE ORDER \$ 6,799,458.04

ORIGINAL CONTRACT TIME:

540 Consecutive Calendar Days from Notice to Proceed Date: January 7, 2013

Current CONTRACT TIME adjusted by previous CHANGE ORDERS Date: 550 Days

Net Increase Resulting from this CHANGE ORDER Days: 127 Days

Current CONTRACT TIME including this CHANGE ORDER Date: 677 Days

CHANGES ORDERED:

## I. GENERAL

This change order is necessary to cover changes in the work to be performed under this Contract. The GENERAL CONDITION, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all work under this change order.

## II. REQUIRED CHANGES:

Issue A: Incorporate work as shown on the Plant Street Segment 4 Final Plans Dated 1-23-2014.

Issue B: Install fiber optic pull boxes and 2" conduit as shown on blue-line mark ups of Plant Street Segment 4 Drawings, Sheets S-4 thru S-7.

Issue C: Install light pole bases, conduit and electrical service as shown on Plant Street Segment 4 red-line mark-ups of Sheets No. 11 and 12.

Issue D. Reduce the quantity of Pay item 120-999, Excavation & Disposal of Contaminated Soils, by six thousand six hundred fifty six (6,656) CY.

Issue E: Increase Contract Time by one hundred twenty seven (127) days.

## III. JUSTIFICATION

Issue A: By adding the proposed Plant Street Segment 4 work to the existing Plant Street Segment 2 Contract the traveling public, the City of Winter Garden and the Contractor, DeWitt Excavating, Inc., will benefit.

1. There will be less disruption to the traveling public by maintaining continuity of work.
2. The City eliminates to cost of the bidding process.
3. The Plant Street Segment 4 work will be able to start and finish at least 4 months early as compared to following the normal bidding process.
4. By the Contractor agreeing to maintain existing contract unit prices the city is most likely receiving a cost benefit. FDOT cost trends show an increase of 1.4% since the Segment 2 Project was bid and it is estimated cost will increase 2% in 2014.
5. The City and Contactor receive benefits by increasing their work load without having to mobilize crews and equipment.

Issue B: After the Plant Street Segment 4 100% Plans were submitted, it was determined it would be in the City's best interest to continue the installation of fiber optic pull boxes and 2" conduit for future communications. Plant Street Segments 2, & 3 to the east, include the 2" conduit and fiber optic pull boxes.

Issue C: The City Staff including the City Manager decided it would be beneficial to extend the decorative lighting installed in the Downtown area from Dillard Street East to 3<sup>rd</sup> Street.

Issue D: All the excavation work on Plant Street Segment 2 Project in the vicinity of contaminated sites has been completed. The quantity of contaminated soils excavated and disposed of off site is far less than the original estimated quantity. Therefore, the quantity of Pay item 120-999, Excavation and Disposal of Contaminated Soils, is being reduced by six thousand six hundred seventy (6,670) cubic yards resulting in a credit of \$300,616.90. This credit will help off-set the additional cost of Segment 4 yet leave ample contingency funds for the remaining work.

Issue E: The Engineer's original estimate for Plant Street Segment 4 Contract Time, based on Segment 4 going through the normal Letting process was two hundred twenty (220) Contract Days.

However, since the current Segment 2 Project is ahead of schedule and the contractor anticipates saving time by completing the two projects together; the Contractor has requested only one hundred twenty seven (127) additional days of Contract Time.

**IV. NARRATIVE OF NEGOTIATIONS**

Issue A: : on January 8, 2014 Mr. David Koger, the Resident Project Administrator, forwarded via Email a preliminary set of Plans to Mr. Bob Davila, Project Manager for DeWitt Excavating Inc.. On January 14, Mr. Koger forwarded Final Segment 4 Plans to Mr. Davila via Email and requested confirmation DeWitt Excavation, Inc. would be willing to use existing Segment 2 unit prices if the Segment 4 work was added to their contract. On January 15, 2014 Mr. Davila submitted his Price Proposal for the Segment 4 work which used existing Unit Prices where applicable. The total cost of the Price Proposal was \$880,999.67. After the Weekly Progress meeting held on 1-22-2014, Mr. Art Miller, City Engineer, Mr. Sandt, Construction Manager and Mr. Koger, RPA questioned Mr. Davila about the Segment 4 cost proposal. There were three primary items discussed: 1). The cost of Mobilization. 2). The cost of the Concrete Flumes. 3). The cost of the Root Barrier. Mr. Davila explained the Mobilization Cost included their bond cost which they would be charged for a Change Order of this magnitude. Mr. Davila agreed to revisit the cost of the Concrete Flumes but said the Root Barrier cost were quoted by a Subcontractor and felt it was a good price considering the work and the risk involved. On January 23, 2014 Mr. Davila submitted a revised cost proposal which showed a lower cost for the Concrete Flumes and had a new Total Cost of \$ 870,499.67. Fursan Munjed, P.E. the Engineer of Record for both Plant Street Segment 2 and Segment 4 Projects has recommended accepting DeWitt's latest proposal.

Issue B: Negotiations for this item are still ongoing. DeWitt has not received confirmation from their Subcontractor they will honor existing unit prices. Estimated cost using existing unit prices is \$13,360.00.

Issue C: Negotiations for this item are still ongoing. DeWitt had not yet received a price quote form their Subcontractor for this work. Estimated cost for this work is \$17,480.00.

Issue D: No negotiations are necessary. This is simply a reduction in quantity of an existing pay item.

Issue E: The Contractor has request for one hundred twenty seven (127) additional days of Contract Time was found to be reasonable by the Engineer of Record and City Staff and has therefore been accepted..

**V. PAYMENT**

Issue A: incorporate Segment 4 work into the Plant Street Segment 2 Contract. .

Change Order Item No.	Description	Net Increase (Decrease) Quantity	Unit	Unit Price	Net Increase (Decrease) Price
CO #4	See attached Itemization of Cost	1	LS	\$	\$
<b>Total Net Increase (Decrease) Change Order No. 4 Issue A</b>					<b>\$ 870,499.67</b>

Issue B: Future Communications conduit and pull boxes .

Change Order Item No.	Description	Net Increase (Decrease) Quantity	Unit	Unit Price	Net Increase (Decrease) Price
CO#4B	Estimate for Future Communication Conduit and Pull Boxes	1	LS	\$ 13,360.00	\$ 13,360.00
<b>Total Net Increase (Decrease) Change Order No. 4 Issue B</b>					<b>\$ 13,360.00</b>

Issue C: Install light pole based, conduit and electrical service for City installed Decorative Lighting.

Change Order Item No.	Description	Net Increase (Decrease) Quantity	Unit	Unit Price	Net Increase (Decrease) Price
CO # 4-C	Estimate for installation of Bases, Conduit and Electrical Service	1	LS	\$ 17,480.00	\$ 17,480.00
<b>Total Net Increase (Decrease) Change Order No. 4 Issue C</b>					<b>\$ 17,480.00</b>

Issue D: Reduce the quantity of Pay Item 120-999, Excavation and Disposal of Contaminated Soils.

Change Order Item No.	Description	Net Increase (Decrease) Quantity	Unit	Unit Price	Net Increase (Decrease) Price
120-999	EXCAVATION & DISPOSAL OF CONTAMINATED SOILS	(6,670)	CY	\$ 45.07	\$ (-300,616.90)
<b>Total Net Increase (Decrease) Change Order No. 4 Issue D</b>					<b>\$ (-300,616.90)</b>
<b>Total Net Increase (Decrease) Change Order No. 4</b>					<b>\$ 600,722.77</b>

VI. APPROVAL AND CHANGE AUTHORIZATION

This proposed change to the Contract is to be approved by the City of Winter Garden Commission.

**Acknowledgements:**

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in Contract Price and Time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications of performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the OWNER for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the OWNER arising from or relating to the matters or Work set forth or contemplated by this Change Order.

RECOMMENDED BY:

PEGASUS ENGINEERING, LLC  
Engineer

ACCEPTED BY:

DeWitt Excavating, Inc.  
Contractor

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: David Koger  
Printed

Name: Robert Davila  
Printed

Date: February, 2014

Date: February, 2014

Title: Resident Project Administrator

Title: Project Manager

APPROVED BY:

CITY OF WINTER GARDEN, FLORIDA  
Owner

By: \_\_\_\_\_  
Signature

Name: Donald R Cochran  
Printed

Date: February, 2014

Title: Assistant City Manager – Public Services

# PLANT STREET - SEGMENT 4



# PLANT STREET - SEGMENT 4



**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Ed Williams, Community Development Director

**Via:** City Manager Mike Bollhoefer

**Date:** **April 4, 2014**

**Meeting Date: April 10, 2014**

**Subject:** Final Plat  
**Bradford Creek Phase 1 (39.2+/- Acres)**

**Issue:** Consideration of Final Plat of 48 lots in the 39.2+/- acre Bradford Creek West subdivision to be platted as Phase 1. The Preliminary Plat of the Bradford Creek subdivision for a total of 118 lots was approved by the Planning and Zoning Board on March 4, 2013.

**Discussion:**

The applicant is requesting approval of Final Plat of 48 lots in the 39.2+/- acre Bradford Creek West subdivision to be platted as Phase 1. The subject property is located within the City of Winter Garden municipal limits, and carries a zoning designation of PUD (Planned Unit Development).

**Recommended Action:**

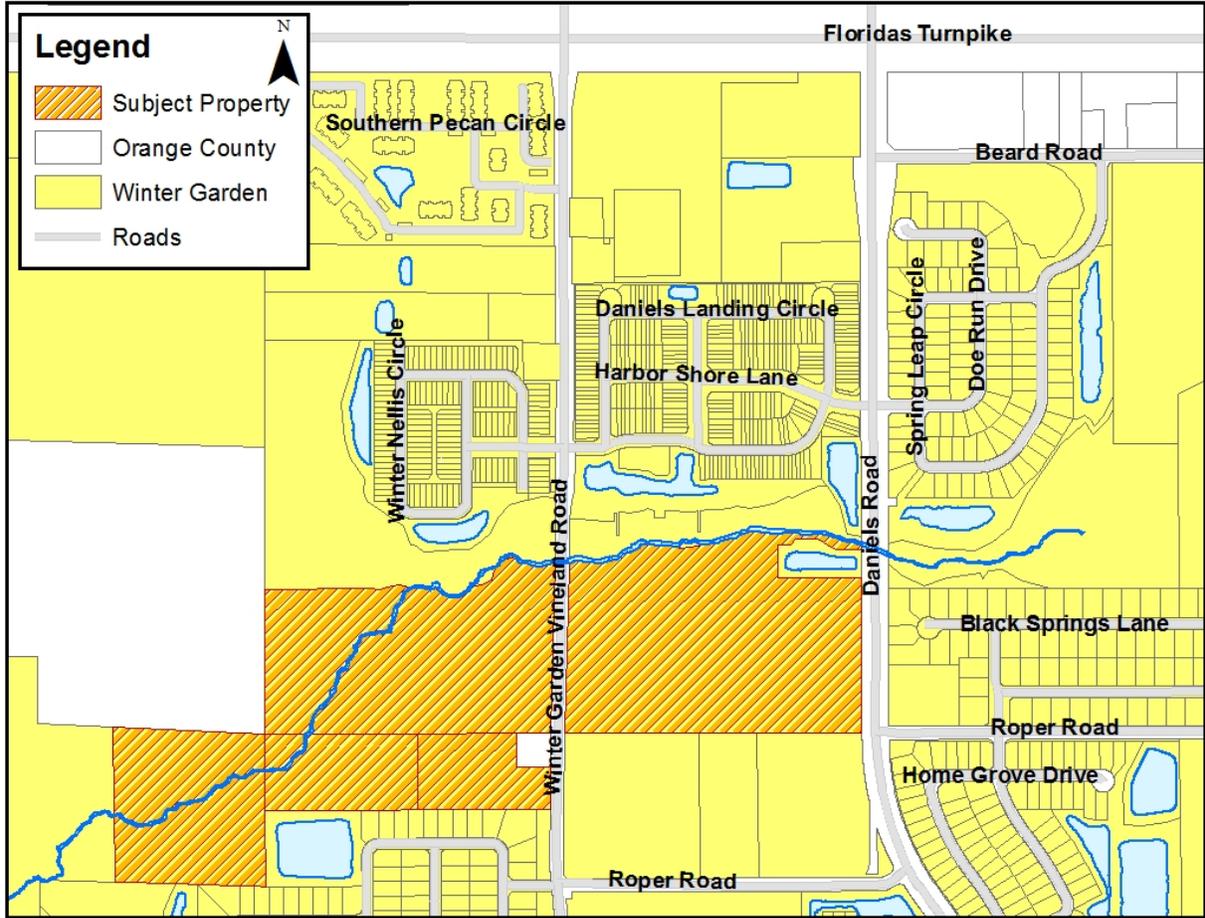
Staff recommends approval of the Bradford Creek Phase 1 Final Plat.  
(See attached Staff Report)

**Attachments/References:**

Location Map  
Staff Report  
Final Plat

# LOCATION MAP

Bradford Creek Subdivision



# CITY OF WINTER GARDEN

## PLANNING & ZONING DIVISION

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

# STAFF REPORT

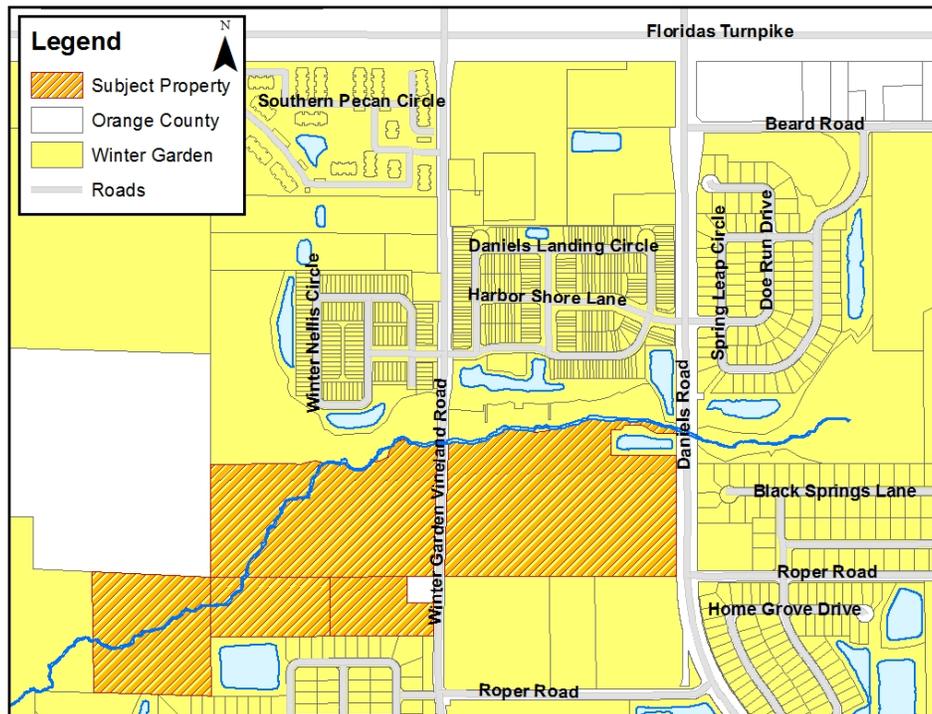
**TO:** PLANNING AND ZONING COMMITTEE  
**PREPARED BY:** LAURA SMITH, SENIOR PLANNER  
**DATE:** APRIL 4, 2014  
**SUBJECT:** FINAL PLAT  
**Bradford Creek Phase 1 (39.2± ACRES)**  
**PARCEL ID #** 26-22-27-0000-00-018, 35-22-27-0000-002 & 35-22-27-0000-004

**APPLICANT:** Standard Pacific of Florida GP

### INTRODUCTION

The purpose of this report is to evaluate the proposed Final Plat of Bradford Creek Phase 1 for compliance with the Preliminary Plat for the Bradford Creek Property, the City of Winter Garden Code of Ordinances and Comprehensive Plan.

The 39.2 ± acre subject property is located at 420 Winter Garden Vineland Road, on the west side of Winter Garden Vineland Road north of Roper Road. 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 first phase of the 63.06± acre Bradford Creek property to be platted as Bradford Creek Phase 1 for 48 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 39.2± acre site proposed for Final Plat encompasses the portion of the property located on the west side of Winter Garden Vineland Road.

### **EXISTING USE**

The preliminary plat for the 63.06± acre Bradford Creek PUD was approved by the Planning and Zoning Board on March 4, 2013; Construction Plans for the subdivision were approved by the Development Review Committee on April 3, 2013. Site work for the subdivision is currently underway.

### **ADJACENT LAND USE AND ZONING**

The properties located to the north are The Orchards a townhome community zoned PUD, and Daniels Landing a townhome community zoned R-3. The properties located to the south are Black Lake Park a single family residential community zoned PUD, 2 vacant unimproved parcels zoned R-1, and Serenades by Sonata a memory care/assisted living facility zoned PUD which is currently under construction. The property to the east is Cobblestone a single family residential community zoned R-1. The property to the west is a 36.1 acre vacant unimproved parcel located in unincorporated Orange County zoned A-1.

### **PROPOSED USE**

The applicant proposes to plat the 39.2± acre site to construct 48 single family residential homes as Bradford Creek Phase 1.

### **PUBLIC FACILITY ANALYSIS**

The Bradford Creek PUD subdivision was approved for 118 single family residential lots to be developed in two phases. Infrastructure in the form of roads, water, sewer, and reclaimed water systems are being installed to support the approved subdivision.

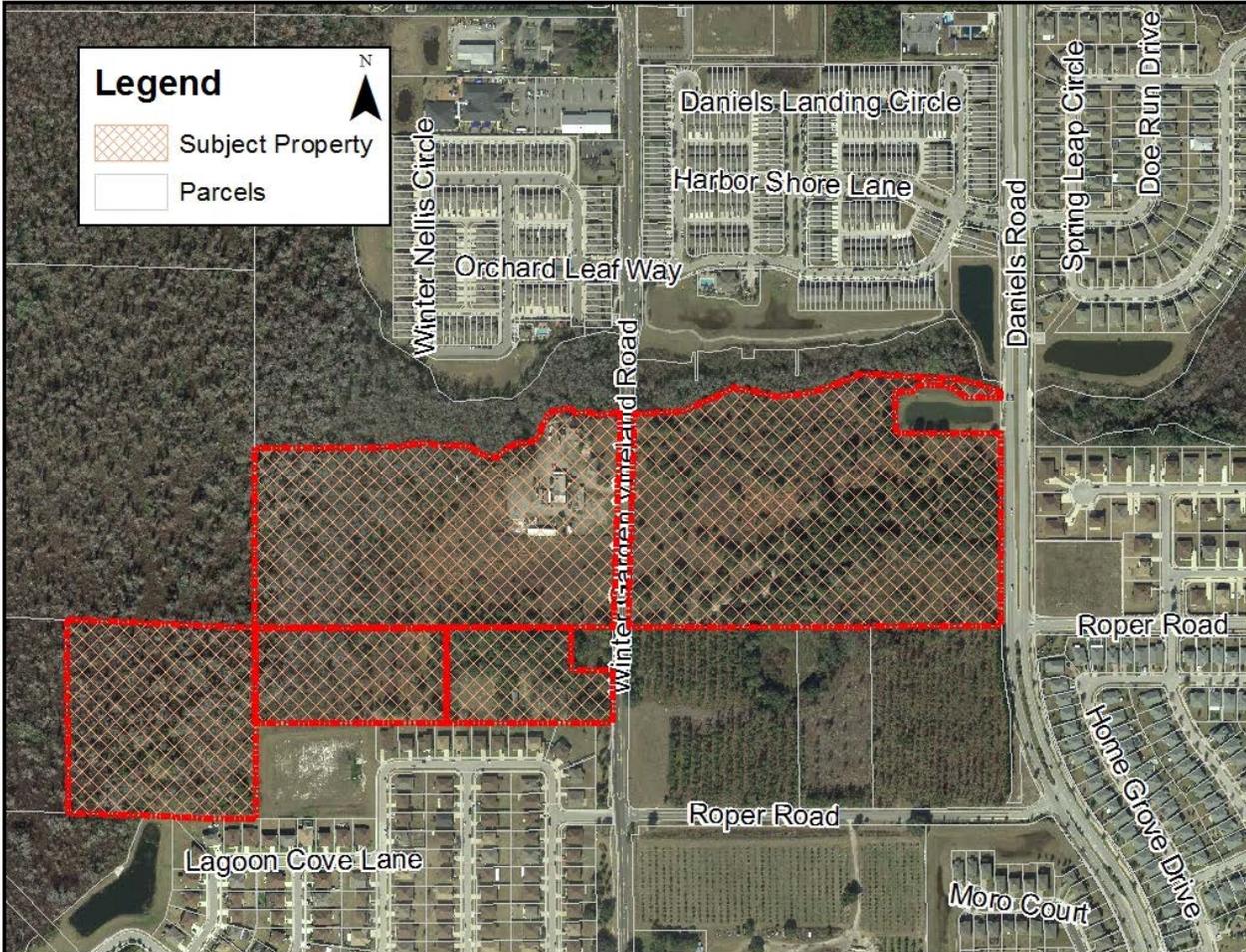
### **SUMMARY**

City Staff recommend approval of the proposed Final Plat for Bradford Creek Phase 1.

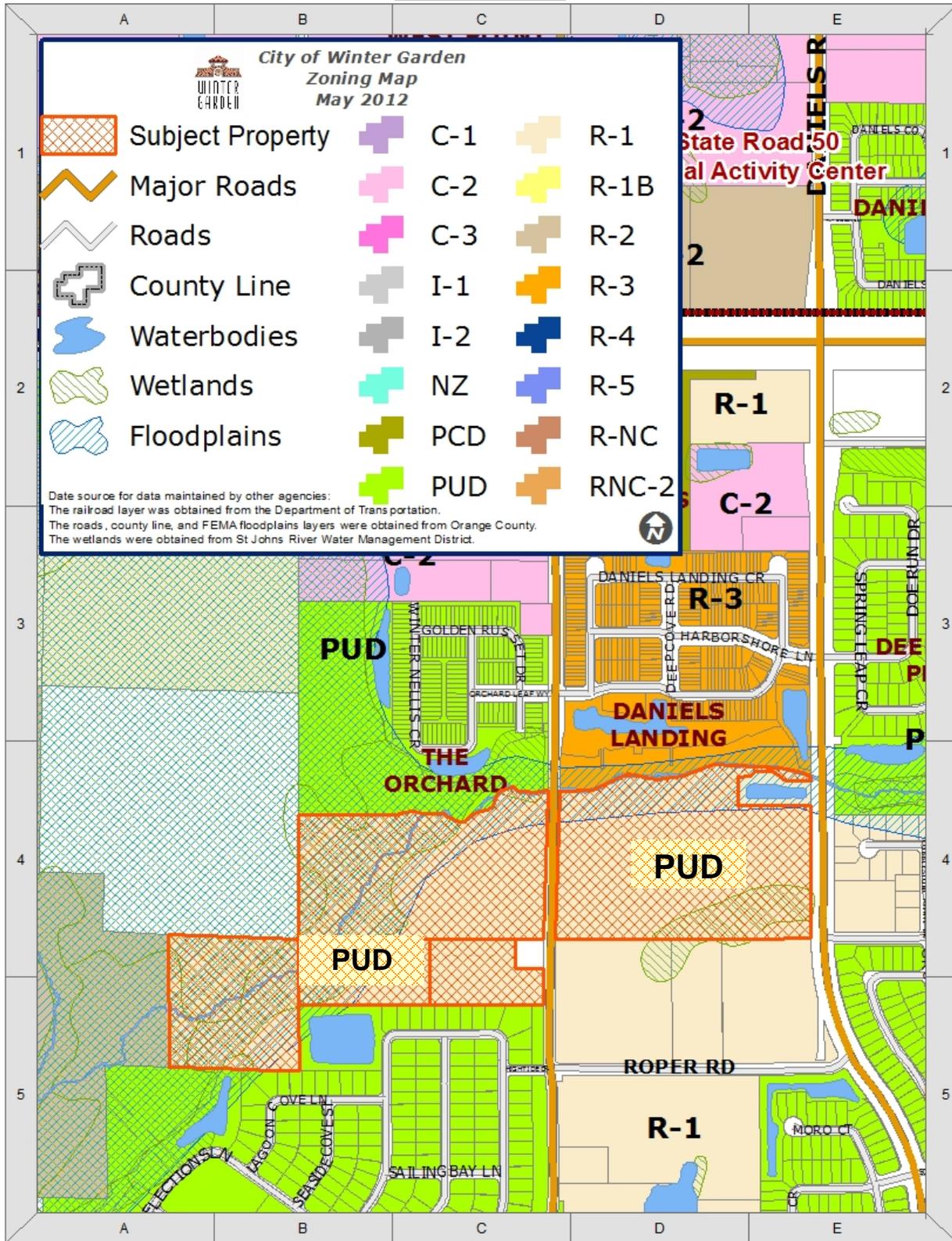
Staff has coordinated with the applicant to ensure that the Final Plat is consistent with the Code of Ordinances regarding Final Plat approval, the property specific PUD Zoning Ordinance and the approved Preliminary Plat.

MAPS

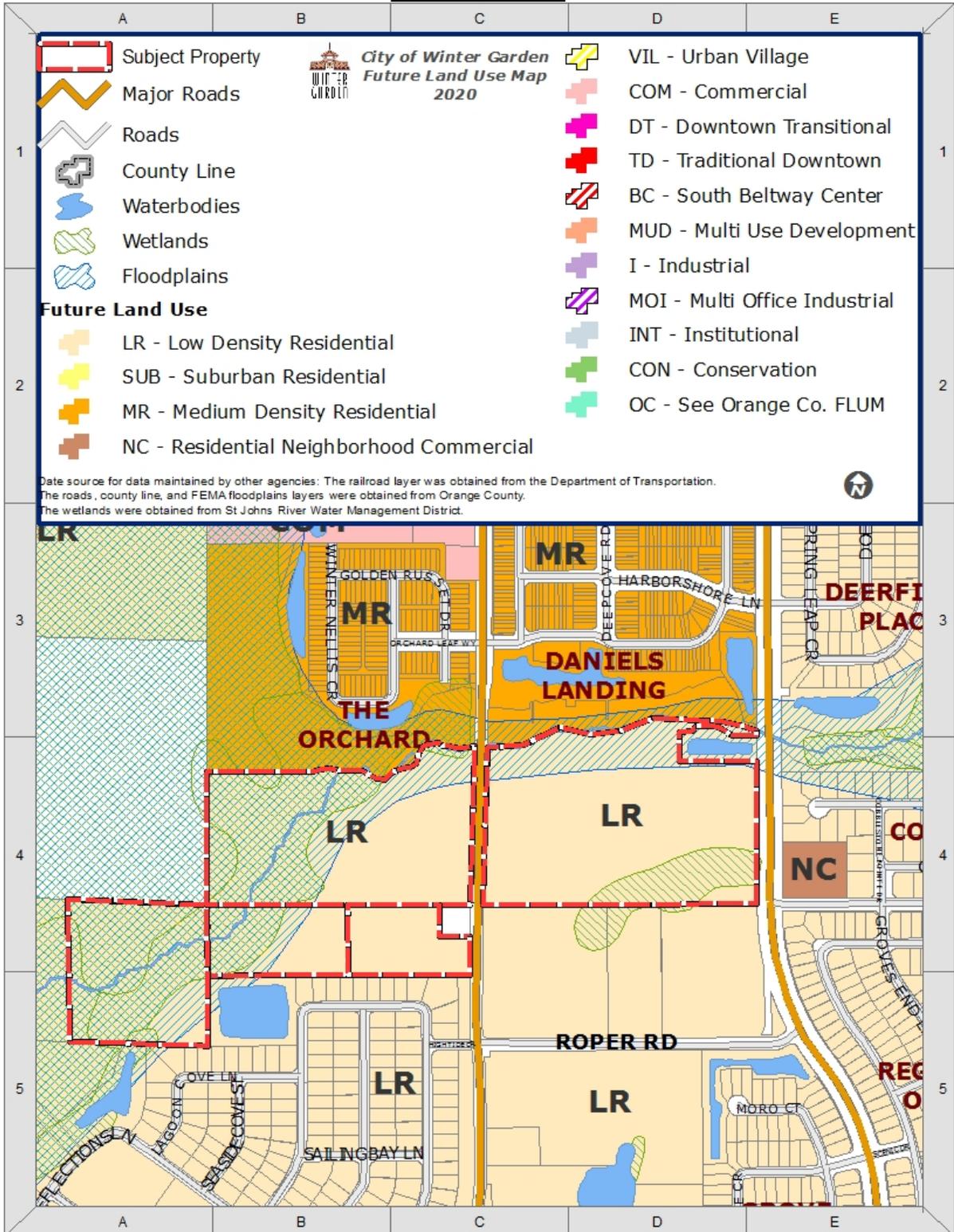
**AERIAL PHOTO**  
**BRADFORD CREEK**



### ZONING MAP Bradford Creek



**FUTURE LAND USE MAP**  
**Bradford Creek**





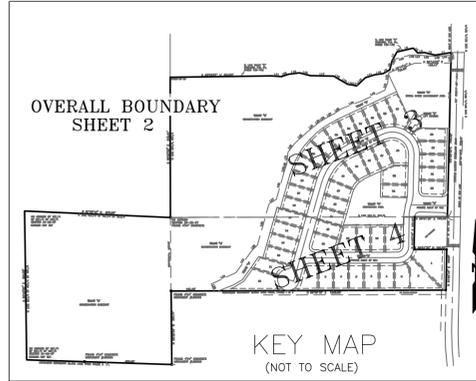
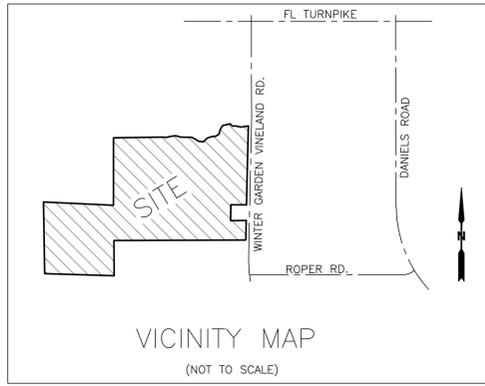
# BRADFORD CREEK – PHASE I

LOCATED IN SECTIONS 26, 34 AND 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST  
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

**Description:**

COMMENCE at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 22 South, Range 27 East, Orange County, Florida, thence run S 89°51'35" W, 1430.94 feet to the POINT OF BEGINNING, said point being on the West right-of-way line of Winter Garden Vineland Road; thence N 01°20'42" E along the West right-of-way line of said Winter Garden Vineland Road, 754.42 Feet to the Southeast corner of Tract E, ORCHARD, according to the plat thereof as recorded in plat book 61, pages 139 through 142, public records of Orange County, Florida; thence run along the south line of said Tract E the following (21) courses and distances: thence S 81°22'10" W, 73.93 Feet; thence N 77°53'03" W, 51.67 Feet; thence S 87°32'15" W, 29.99 Feet; thence N 43°28'11" W, 30.48 Feet; thence S 77°08'44" W, 61.00 Feet; thence S 76°13'22" W, 15.30 Feet; thence S 29°20'24" W, 47.06 Feet; thence S 13°37'36" W, 43.00 Feet; thence S 60°22'00" W, 35.09 Feet; thence S 82°38'17" W, 39.20 Feet; thence S 71°44'43" W, 45.36 Feet; thence S 47°15'15" W, 54.19 Feet; thence N 76°09'45" W, 14.46 Feet; thence N 82°45'15" W, 27.34 Feet; thence N 58°57'02" W, 43.01 Feet; thence N 60°34'00" W, 31.96 Feet; thence N 88°43'33" W, 106.82 Feet; thence N 76°22'09" W, 52.21 Feet; thence S 83°29'44" W, 50.09 Feet; thence S 71°40'19" W, 34.20 Feet; thence N 86°50'40" W, 46.04 Feet; thence S 89°10'27" W, 464.94 Feet to a point on the West line of the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 22 South, Range 27 East, Orange County, Florida; thence S 00°03'08" E along said West line of the Southwest 1/4 of the Southwest 1/4, 643.41 Feet to the Southwest corner of said Section 26; thence N 87°26'45" W along the North line of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 22 South, Range 27 East, 670.26 Feet to the Northwest corner of said Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 22 South, Range 27 East; thence S 00°49'52" E along the West line of said Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 22 South, Range 27 East, 684.09 Feet to the Southwest corner of said Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 22 South, Range 27 East; thence run along the northerly boundary of BLACK LAKE PARK PHASE 2, Plat Book 64, pages 1 through 6 and BLACK LAKE PARK PHASE 1, Plat Book 59, pages 4 through 9, public records of Orange County, Florida the following (3) courses and distances: S 88°10'31" E, 666.31 Feet; thence N 00°32'04" W, 337.71 Feet; thence N 89°49'15" E, 1262.85 Feet to the Northeast corner of said BLACK LAKE PARK PHASE 2; thence N 01°06'19" E along aforesaid West right-of-way line of Winter Garden Vineland Road, 186.90 Feet; thence leaving said right-of-way line S 89°51'35" W, 150.00 Feet; thence N 01°06'19" E, 150.00 Feet; thence N 89°51'35" E, 150.00 Feet to the POINT OF BEGINNING.

Containing 39.367 Acres, more or less.



**NOTES:**

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 27 EAST, AS BEING S89°51'35"W (ASSUMED).
- 2) ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED AS (NR) = NON-RADIAL.
- 3) TRACT A IS A CONSERVATION EASEMENT AND SHALL BE CONVEYED TO AND MAINTAINED BY THE BRADFORD CREEK OWNERS ASSOCIATION.
- 4) TRACT B AND D ARE STORM WATER MANAGEMENT AREAS AND SHALL BE CONVEYED TO AND MAINTAINED BY THE BRADFORD CREEK OWNERS ASSOCIATION. THE CITY OF WINTER GARDEN IS HEREBY GRANTED A NON-EXCLUSIVE DRAINAGE EASEMENT OVER, UNDER, ACROSS AND THROUGH TRACTS B AND D.
- 5) TRACT C IS A RECREATION TRACT AND SHALL BE CONVEYED TO AND MAINTAINED BY THE BRADFORD CREEK OWNERS ASSOCIATION.
- 6) TRACT E IS A RIGHT OF WAY TRACT AND SHALL BE CONVEYED TO AND MAINTAINED BY THE BRADFORD CREEK OWNERS ASSOCIATION.
- 7) TRACT F IS A LIFT STATION TRACT AND SHALL BE CONVEYED TO THE CITY OF WINTER GARDEN IN FEE SIMPLE TITLE.
- 8) TRACTS G, H AND I ARE WALL AND LANDSCAPE BUFFER AREAS AND SHALL BE CONVEYED TO AND MAINTAINED BY THE BRADFORD CREEK OWNERS ASSOCIATION.
- 9) TRACT J IS A DITCH TRACT AND SHALL BE CONVEYED TO AND MAINTAINED BY THE BRADFORD CREEK OWNERS ASSOCIATION.
- 10) THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ENCUMBERING THE LANDS SHOWN ON THIS PLAT TO BE RECORDED IN OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA AND ALL SUBSEQUENT AMENDMENTS AND SUPPLEMENTS THERETO INDEPENDENTLY ESTABLISHES EASEMENTS OVER PORTIONS OF THE LANDS BEING PLATTED HEREUNDER.
- 11) ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS PARAGRAPH SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. FURTHER, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- 12) EACH OF THE OWNERS OF LOTS AS SHOWN ON THIS PLAT IS A MEMBER OF THE BRADFORD CREEK OWNERS ASSOCIATION (ASSOCIATION). THE ASSOCIATION IS REQUIRED TO MAINTAIN TRACTS A, B, C, D, E, G, H, I AND J. THE MEMBERS OF THE ASSOCIATION ARE ULTIMATELY RESPONSIBLE FOR PAYMENT OF THE COST TO MAINTAIN TRACTS A, B, C, D, E, G, H, I AND J AND ALL LOTS ARE SUBJECT TO ASSESSMENTS, LIENS AND FORECLOSURES FOR NON-PAYMENT.
- 13) THE LOTS WITHIN THIS SUBDIVISION ARE GOVERNED BY A MANDATORY HOMEOWNERS ASSOCIATION (I.E. BRADFORD CREEK OWNERS ASSOCIATION) REQUIRING THE PAYMENT OF FEES AND WITH THE POWER TO ASSESS THE LOTS. THE HOMEOWNERS ASSOCIATION IS THE OWNER OF AND/OR RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS A, B, C, D, E, G, H, I AND J AND THE IMPROVEMENTS THEREON. EVERY LOT OWNER WITHIN THIS SUBDIVISION IS REQUIRED TO BE A MEMBER OF THE HOMEOWNERS ASSOCIATION, AND IS SUBJECT TO ITS RULES AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO THE CONDITIONS, COVENANTS, AND RESTRICTIONS PROVIDED FOR IN ITS DECLARATION, AND THE DEDICATIONS, RESTRICTIONS, AND RESERVATIONS, AS SET FORTH ON THIS PLAT. FAILURE TO PAY SUCH FEES OR ASSESSMENTS SHALL RESULT IN THE ATTACHMENT OF A LIEN ON THE PROPERTY OF THE OWNER WHICH FAILS TO PAY SUCH FEES OR ASSESSMENTS BY THE HOMEOWNERS ASSOCIATION, WHICH MAY RESULT IN THE FORECLOSURE OF SAID PROPERTY.
- 14) THE CITY OF WINTER GARDEN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE AND OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, ANY AND ALL PORTIONS OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY AND ALL PRIVATE AREAS, COMMON AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, SCREENING WALLS, TRACTS A, B, C, D, E, G, H, I AND J, AND THE IMPROVEMENTS THEREON, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN (COLLECTIVELY, THE "FACILITIES AND LAND"). FURTHER, THE CITY OF WINTER GARDEN HAS THE RIGHT, BUT NOT THE OBLIGATION, TO CAUSE TO BE PREPARED ANY REPORT, STUDY, OR INSPECTION REQUIRED BY THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN (THE "CODE") IF THE BRADFORD CREEK OWNERS ASSOCIATION FAILS TO OBTAIN SUCH REPORTS, STUDIES, OR INSPECTIONS REQUIRED BY THE CODE IN THE TIME PROVIDED. IN THE EVENT THE FACILITIES AND LAND (OR ANY PORTION THEREOF) ARE NOT MAINTAINED, REPAIRED, OR REPLACED IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES, GOOD ENGINEERING PRACTICES, OR BECOME A NUISANCE, OR THE REQUIRED REPORTS, STUDIES, OR INSPECTIONS ARE NOT OBTAINED IN THE TIME PROVIDED, OR IN THE EVENT THE CITY OF WINTER GARDEN EXERCISES THE AFOREMENTIONED RIGHT, EACH OF THE LOT OWNERS ON A PRO-RATA BASIS (I.E., PER LOT) SHALL BE RESPONSIBLE FOR PAYMENT OF THE COST OF SUCH MAINTENANCE, REPAIR, REPLACEMENT AND CARE PROVIDED BY THE CITY OF WINTER GARDEN OR THE CONTRACTORS AND AGENTS AND THE COST OF PREPARING SAID REPORTS, STUDIES, OR INSPECTIONS, PLUS ADMINISTRATIVE COSTS AND ATTORNEY'S FEES INCURRED BY OR FOR THE CITY OF WINTER GARDEN. THE CITY OF WINTER GARDEN SHALL HAVE A LIEN UPON EACH LOT TO SECURE THE PERSONAL OBLIGATION OF EACH LOT OWNER THEREOF FOR ANY UNPAID FEES AND COSTS RESULTING FROM THE FOREGOING. SUCH LIEN SHALL ALSO SECURE REASONABLE ATTORNEY'S FEES AND OTHER COSTS INCURRED BY THE CITY OF WINTER GARDEN INCIDENT TO THE COLLECTION OF SUCH FEES AND COSTS OF ENFORCEMENT OF SUCH LIEN. THE LIEN SHALL BE EVIDENCED BY A CLAIM RECORDED AMONG THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL BE EFFECTIVE FROM AND AS OF THE TIME OF SUCH RECORDING. THE CITY OF WINTER GARDEN MAY TAKE SUCH ACTION OR ACTIONS IT DEEMS NECESSARY TO COLLECT SAID FEES AND COSTS AS MAY BE PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, AN IN PERSONAL ACTION, LIEN, FORECLOSURE, OR SPECIAL ASSESSMENT. NEITHER THE RIGHTS PROVIDED FOR HEREIN NOR THE CITY'S EXERCISE OF SAID RIGHTS, SHALL IMPOSE ANY OBLIGATION ON THE CITY OF WINTER GARDEN TO MAINTAIN, REPAIR, REPLACE OR OTHERWISE CARE FOR THE FACILITIES AND LAND, OR ANY PORTION THEREOF, OR CAUSE TO BE PREPARED ANY STUDIES, REPORTS OR INSPECTIONS.

- 15) THE HOMEOWNERS' ASSOCIATION, AS OWNER OF THE SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, COMMON PROPERTIES, AND AMENITIES, AND THE INDIVIDUAL LOT OWNERS TO EXTENT OF THEIR INTEREST IN THE FOREGOING, SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY OF WINTER GARDEN, OTHER GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES HARMLESS FROM ANY AND ALL COSTS, EXPENSES, SUITS, DEMANDS, LIABILITIES, DAMAGES, INJURIES (INCLUDING DEATH), OR OTHERWISE INCLUDING ATTORNEY'S FEES AND COSTS OF SUIT, IN CONNECTION WITH THE REASONABLE USE OF SAID SUBDIVISION INFRASTRUCTURE, COMMON AREAS, OR AMENITIES, OR SAID PARTIES' MAINTENANCE THEREOF, OR SAID PARTIES' EXERCISE OF RIGHTS PERMITTED IN THE DECLARATION OF THE HOMEOWNERS' ASSOCIATION, THIS PLAT, OR AS OTHERWISE PERMITTED BY LAW.
- 16) A NON-EXCLUSIVE SIDEWALK, DRAINAGE AND UTILITIES EASEMENT IS HEREBY DEDICATED TO THE BRADFORD CREEK OWNERS ASSOCIATION, INC. OVER THAT STRIP OF LAND 12.00 FEET WIDE AT THE FRONT OF ALL LOTS AND TRACTS ABUTTING TRACT E (PRIVATE RIGHT-OF-WAY). FURTHER, A NON-EXCLUSIVE UTILITIES EASEMENT IS HEREBY DEDICATED TO THE CITY OF WINTER GARDEN OVER THAT SAME STRIP OF LAND 12.00 FEET WIDE AT THE FRONT OF ALL LOTS AND TRACTS ABUTTING TRACT E (PRIVATE RIGHT-OF-WAY) AND OVER TRACT E (PRIVATE RIGHT-OF-WAY). NO UTILITIES OR OTHER IMPROVEMENTS SHALL BE PERMITTED TO CONFLICT OR INTERFERE WITH THE CITY OF WINTER GARDEN'S UTILITY IMPROVEMENTS WITHIN SAID UTILITY EASEMENT AREAS. THE CITY OF WINTER GARDEN SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF UTILITIES IT ACCEPTS AND/OR INSTALLS WITHIN THE AFORESAID UTILITIES EASEMENTS.
- 17) EXCEPT AS OTHERWISE SHOWN OR NOTED HEREON, A 5.00 FOOT WIDE DRAINAGE AND UTILITIES EASEMENT IS HEREBY DEDICATED TO THE BRADFORD CREEK OWNERS ASSOCIATION, INC. OVER THE SIDE YARDS OF ALL LOTS.
- 18) EXCEPT AS OTHERWISE SHOWN OR NOTED HEREON, A 10.00 FOOT WIDE DRAINAGE AND UTILITIES EASEMENT IS HEREBY DEDICATED TO THE BRADFORD CREEK OWNERS ASSOCIATION, INC. OVER THE REAR YARDS OF ALL LOTS.
- 19) VEHICULAR ACCESS RIGHTS ALONG TRACTS D, G, H, AND I TO WINTER GARDEN VINELAND ROAD ARE CONTROLLED BY AND DEDICATED TO THE CITY OF WINTER GARDEN, FLORIDA.
- 20) THERE IS HEREBY GRANTED AND DEDICATED TO THE CITY OF WINTER GARDEN AND OTHER PUBLIC SERVICE AND EMERGENCY SERVICE PROVIDERS, A NON-EXCLUSIVE EASEMENT OVER AND THROUGH TRACT E (PRIVATE RIGHT-OF-WAY) AND ANY OTHER PRIVATELY OWNED INTERNAL ROADS, ALLEYS, PAVED AREAS AND SIDEWALKS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ACCESS FOR THE PURPOSE OF PROVIDING PUBLIC AND EMERGENCY SERVICES TO THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO, POSTAL, FIRE PROTECTION, POLICE PROTECTION, EMERGENCY MEDICAL TRANSPORTATION, CODE ENFORCEMENT, GARABAGE, UTILITIES AND OTHER PUBLIC AND EMERGENCY SERVICES.
- 21) THE WALL EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE BRADFORD CREEK OWNERS ASSOCIATION, INC. AND THE ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTAINING THE WALL WITHIN THE EASEMENT.

**SHEET INDEX:**

- SHEET 1 OF 4 – LEGAL DESCRIPTION, DEDICATION, NOTES
- SHEET 2 OF 4 – OVERALL PLAT BOUNDARY INFORMATION & TRACT A
- SHEET 3 OF 4 – LOT AND STREET PLAT DETAIL
- SHEET 4 OF 4 – LOT AND STREET PLAT DETAIL

**NOTICE:**  
This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

ATLANTIC SURVEYING, INC.  
308 S. DILLARD STREET  
WINTER GARDEN, FLORIDA 34787  
(407) 656-4993/FAX (407) 656-4437  
LICENSED BUSINESS #6915

PLAT BOOK PAGE

SHEET 1 OF 4

**BRADFORD CREEK – PHASE I  
DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, THAT THE ENTITY NAMED BELOW, BEING THE OWNER ("OWNER") IN FEE SIMPLE OF THE LAND DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED, INCLUDING THE PLAT NOTES. ALL THE STREETS CREATED BY THIS PLAT ARE PRIVATELY OWNED AND MAINTAINED FOR THE USE AND ENJOYMENT OF THE OWNERS WITHIN THE SUBDIVISION AND ARE NOT PART OF THE MUNICIPAL OR COUNTY ROAD SYSTEMS.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICER NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON \_\_\_\_\_, A.D. 2014.

Witnesses: STANDARD PACIFIC OF FLORIDA,  
a Florida general partnership

By: Standard Pacific of Florida GP, Inc.  
a Delaware corporation,  
its Managing General Partner

Print Name

By: \_\_\_\_\_  
Jay Claude Lewis II, President

Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2013, by Jay Claude Lewis, II, as President of Standard Pacific of Florida, GP, Inc., a Delaware corporation, the managing general partner of Standard Pacific of Florida, a Florida general partnership, on behalf of the corporation and general partnership. He is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida

**QUALIFICATION AND STATEMENT OF SURVEYOR AND MAPPER**

KNOW ALL MEN BY THESE PRESENTS, this plat was prepared under the direction and supervision of the undersigned, a professional surveyor and mapper, and complies with all of the survey requirements of Chapter 177, Florida Statutes. The lands depicted herein are located in the City of Winter Garden, Orange County, Florida.

DATE: \_\_\_\_\_  
STEVEN E. BLANKENSHIP, P.S.M. #5361  
ATLANTIC SURVEYING, INC., Licensed Business #6915  
308 S. Plant Street, Winter Garden, FL 34787

**CERTIFICATE OF APPROVAL BY MUNICIPALITY**

I HEREBY CERTIFY, that on \_\_\_\_\_ the foregoing plat was approved by the City Commission of Winter Garden, Florida.

ATTEST: \_\_\_\_\_  
MAYOR OF WINTER GARDEN CITY CLERK

**CERTIFICATE OF COUNTY COMPTROLLER**

I HEREBY CERTIFY, that the foregoing plat was recorded in the Orange County Records on \_\_\_\_\_ as File No. \_\_\_\_\_

\_\_\_\_\_  
COMPTROLLER OF ORANGE COUNTY, FLORIDA

**CERTIFICATE OF REVIEW BY CITY SURVEYOR**

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES.

\_\_\_\_\_  
CITY SURVEYOR  
NAME: \_\_\_\_\_  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA REGISTRATION NUMBER: \_\_\_\_\_

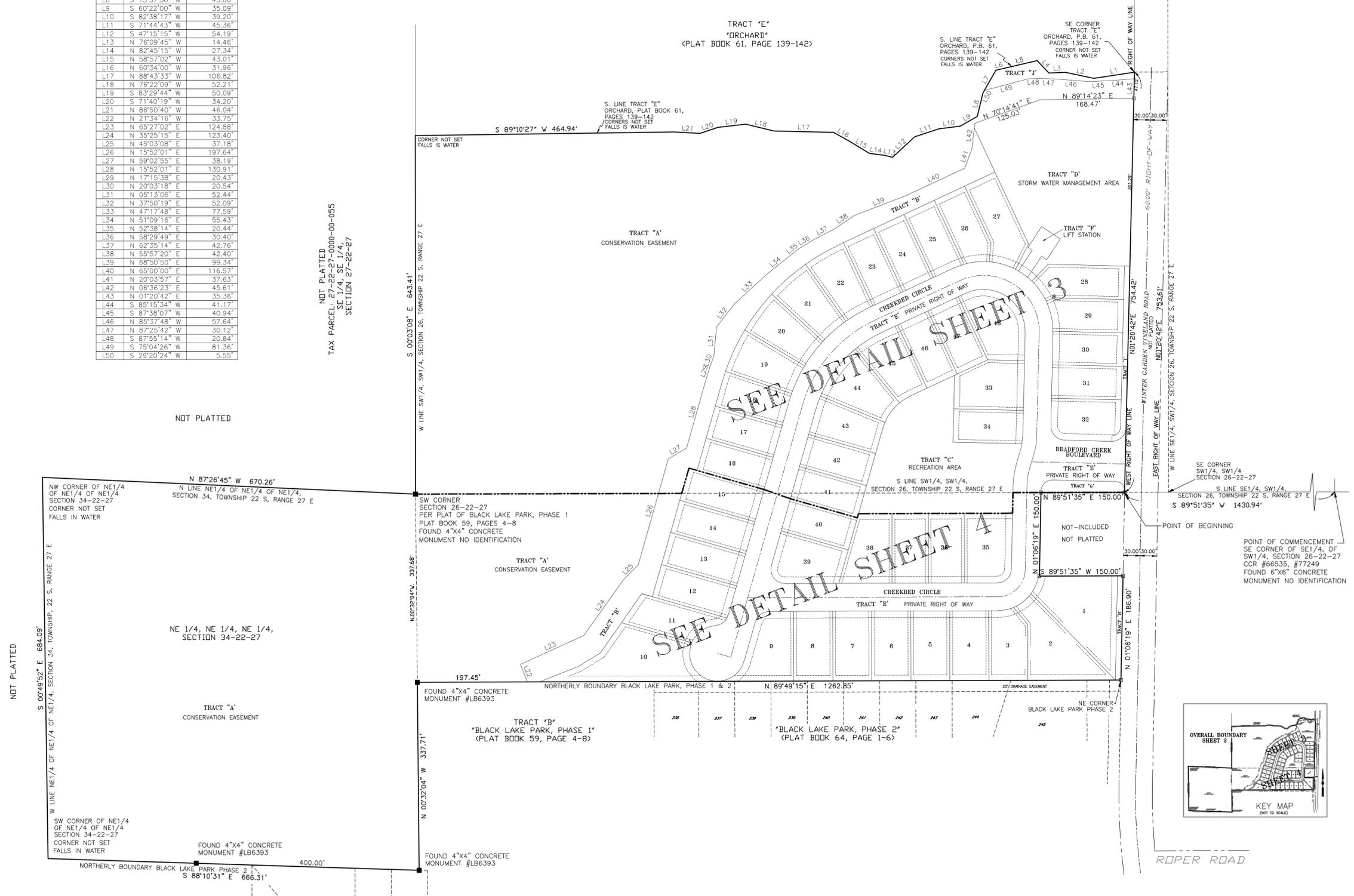
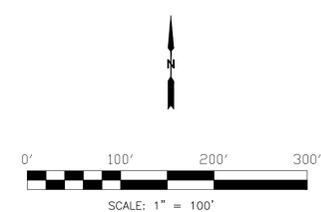
# BRADFORD CREEK – PHASE I

LOCATED IN SECTIONS 26, 34 AND 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST  
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK PAGE

SHEET 2 OF 4

LINE	BEARING	DISTANCE
L1	S 81°22'10" W	73.93'
L2	N 77°53'03" W	51.67'
L3	S 87°32'15" W	29.99'
L4	N 43°28'11" W	30.48'
L5	S 77°08'44" W	61.00'
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L7	S 29°20'24" W	47.06'
L8	S 13°37'36" W	43.00'
L9	S 60°22'00" W	35.09'
L10	S 82°38'17" W	39.20'
L11	S 71°44'43" W	45.36'
L12	S 47°15'15" W	54.19'
L13	N 76°09'45" W	14.46'
L14	N 82°45'15" W	27.34'
L15	N 58°57'02" W	43.01'
L16	N 60°34'00" W	31.96'
L17	N 88°43'33" W	106.82'
L18	N 76°22'09" W	52.21'
L19	S 83°29'44" W	50.09'
L20	S 71°40'19" W	34.20'
L21	N 86°50'40" W	46.04'
L22	N 21°34'16" W	33.75'
L23	N 65°27'02" E	124.88'
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L26	N 15°52'01" E	197.64'
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L28	N 15°52'01" E	130.91'
L29	N 17°15'38" E	20.43'
L30	N 20°03'18" E	20.54'
L31	N 05°13'06" E	52.44'
L32	N 37°50'19" E	52.09'
L33	N 47°17'48" E	77.59'
L34	N 51°09'16" E	55.43'
L35	N 52°38'14" E	20.44'
L36	N 58°29'49" E	30.40'
L37	N 62°35'14" E	42.76'
L38	N 55°57'20" E	42.40'
L39	N 68°50'50" E	99.34'
L40	N 65°00'00" E	116.57'
L41	N 20°03'57" E	37.63'
L42	N 06°36'23" E	45.61'
L43	N 01°20'42" E	35.36'
L44	S 85°15'34" W	41.17'
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L46	N 85°37'48" W	57.64'
L47	N 87°25'42" W	30.12'
L48	S 87°55'14" W	20.84'
L49	S 75°04'26" W	81.36'
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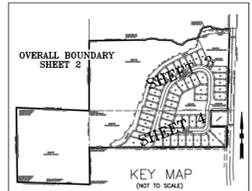
NOT PLATTED

NOT PLATTED

NOT PLATTED  
TAX PARCEL: 27-22-27-0000-00-055  
SE 1/4, SW 1/4,  
SECTION 27-22-27

NE 1/4, NE 1/4, NE 1/4,  
SECTION 34-22-27

\*BLACK LAKE PARK, PHASE 2\*  
(PLAT BOOK 64, PAGE 1-6)



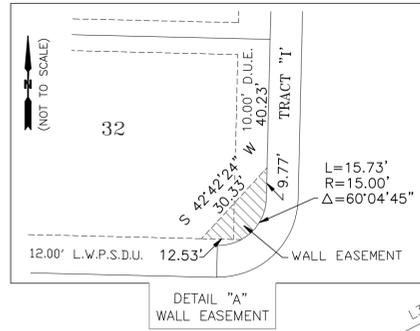
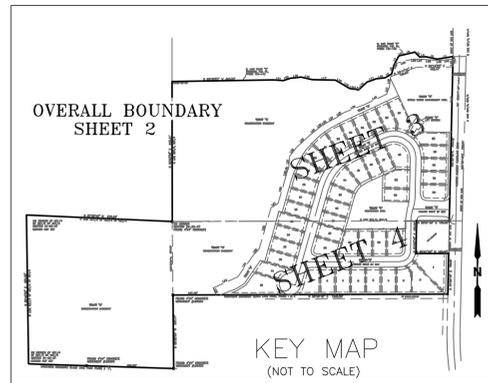
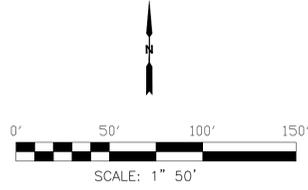
KEY MAP  
(NOT TO SCALE)

ATLANTIC SURVEYING, INC.  
308 S. DILLARD STREET  
WINTER GARDEN, FLORIDA 34787  
(407) 656-4993/FAX (407) 656-4437  
LICENSED BUSINESS #6915

NOTICE:  
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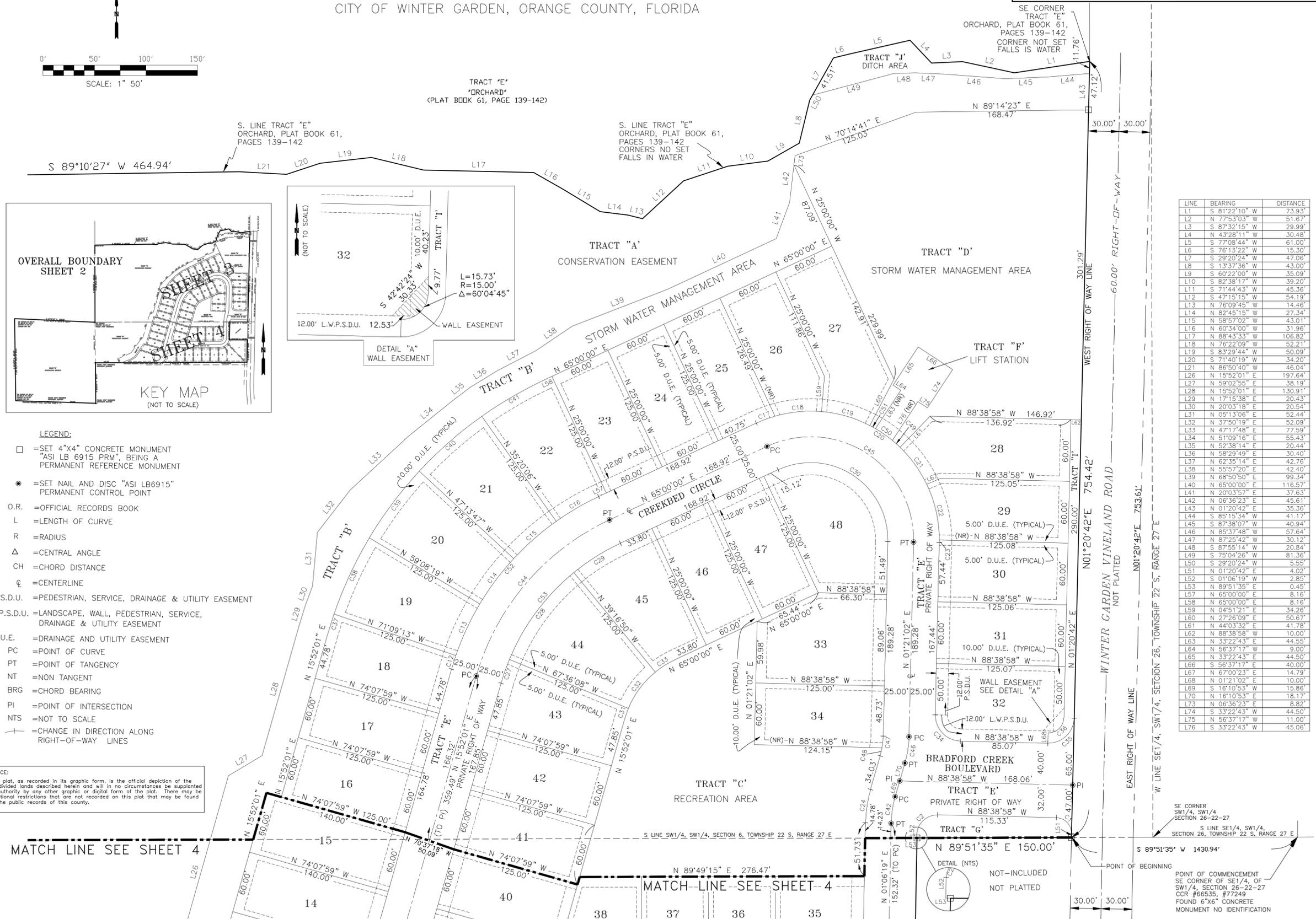
# BRADFORD CREEK - PHASE I

LOCATED IN SECTIONS 26, 34 AND 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST  
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA



- LEGEND:**
- = SET 4"x4" CONCRETE MONUMENT "ASI LB 6915 PRM", BEING A PERMANENT REFERENCE MONUMENT
  - = SET NAIL AND DISC "ASI LB6915" PERMANENT CONTROL POINT
  - O.R. = OFFICIAL RECORDS BOOK
  - L = LENGTH OF CURVE
  - R = RADIUS
  - Δ = CENTRAL ANGLE
  - CH = CHORD DISTANCE
  - ⊕ = CENTERLINE
  - P.S.D.U. = PEDESTRIAN, SERVICE, DRAINAGE & UTILITY EASEMENT
  - L.W.P.S.D.U. = LANDSCAPE, WALL, PEDESTRIAN, SERVICE, DRAINAGE & UTILITY EASEMENT
  - D.U.E. = DRAINAGE AND UTILITY EASEMENT
  - PC = POINT OF CURVE
  - PT = POINT OF TANGENCY
  - NT = NON TANGENT
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  - PI = POINT OF INTERSECTION
  - NTS = NOT TO SCALE
  - ↔ = CHANGE IN DIRECTION ALONG RIGHT-OF-WAY LINES

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L6	S 76°13'22" W	15.30'
L7	S 29°20'24" W	47.06'
L8	S 13°37'36" W	43.00'
L9	S 60°22'00" W	35.09'
L10	S 82°38'17" W	39.20'
L11	S 71°44'43" W	45.36'
L12	S 47°15'15" W	54.19'
L13	N 76°09'35" W	14.46'
L14	N 82°45'15" W	27.36'
L15	N 58°57'02" W	43.01'
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L20	S 71°40'19" W	34.20'
L21	N 86°50'40" W	46.04'
L22	N 15°52'01" E	197.64'
L23	N 59°02'55" E	38.19'
L24	N 15°52'01" E	130.91'
L25	N 17°15'38" E	20.43'
L26	N 20°03'18" E	20.54'
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L36	N 65°00'00" E	116.57'
L37	N 20°03'57" E	37.63'
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L39	N 01°20'42" E	35.35'
L40	S 85°15'34" W	41.17'
L41	S 87°38'07" W	40.94'
L42	N 85°37'48" W	57.64'
L43	N 87°25'42" W	30.12'
L44	S 87°55'14" W	20.84'
L45	S 75°04'26" W	81.36'
L46	S 29°20'24" W	5.55'
L47	N 01°20'42" E	4.02'
L48	N 01°06'19" E	2.85'
L49	N 89°51'35" E	0.45'
L50	N 65°00'00" E	8.16'
L51	N 65°00'00" E	8.16'
L52	N 04°51'21" E	34.26'
L53	N 27°26'09" E	50.67'
L54	N 44°03'32" E	41.78'
L55	N 88°38'58" W	10.00'
L56	N 33°22'43" E	44.55'
L57	N 56°37'17" W	9.00'
L58	N 33°22'43" E	44.50'
L59	S 56°37'17" W	40.00'
L60	N 67°00'23" E	14.79'
L61	N 01°21'02" E	10.00'
L62	N 56°37'17" W	15.86'
L63	N 16°10'53" W	18.17'
L64	N 06°36'23" E	8.82'
L65	S 33°22'43" W	44.50'
L66	N 56°37'17" W	11.00'
L67	S 33°22'43" W	45.06'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	15.00'	23.56'	21.21'	S 43°39'08" E	89°59'40"
C2	20.00'	31.50'	28.35'	N 46°13'41" E	90°14'43"
C12	265.00'	13.78'	13.78'	N 17°21'24" E	02°58'46"
C13	265.00'	55.57'	55.47'	N 24°51'14" E	12°00'54"
C14	265.00'	55.08'	54.98'	N 36°48'57" E	11°54'32"
C15	265.00'	55.01'	54.92'	N 48°43'04" E	11°53'41"
C16	265.00'	47.80'	47.74'	N 59°49'57" E	10°20'06"
C17	125.00'	19.32'	19.30'	N 69°25'42" E	08°51'25"
C18	125.00'	45.77'	45.52'	N 84°20'48" E	20°58'47"
C19	125.00'	49.30'	48.99'	S 73°51'50" E	22°35'58"
C20	125.00'	253.84'	212.42'	S 56°49'29" E	116°21'02"
C21	125.00'	44.60'	44.36'	S 35°43'14" E	20°26'27"
C22	125.00'	56.02'	55.56'	S 12°39'38" E	25°40'45"
C23	125.00'	2.56'	2.56'	S 00°45'53" W	01°10'18"
C24	125.00'	32.89'	32.80'	N 08°38'36" E	15°04'34"
C27	215.00'	24.51'	24.50'	N 19°07'59" E	06°31'57"
C28	215.00'	106.26'	105.18'	N 36°33'27" E	28°18'58"
C29	215.00'	53.60'	53.46'	N 57°51'28" E	14°17'04"
C30	75.00'	152.30'	127.45'	S 56°49'29" E	116°21'02"
C31	90.00'	10.26'	10.26'	N 19°08'03" E	06°32'05"
C32	90.00'	44.47'	44.02'	N 36°33'21" E	28°18'30"
C33	90.00'	22.45'	22.39'	N 57°51'18" E	14°17'24"
C34	25.00'	39.27'	35.36'	N 43°38'58" W	90°00'00"
C35	25.00'	39.27'	35.36'	S 46°20'52" W	90°00'20"
C36	15.00'	23.56'	21.21'	S 46°20'52" W	90°00'20"
C37	390.00'	20.28'	20.28'	N 17°21'24" E	02°58'46"
C38	390.00'	81.78'	81.63'	N 24°51'14" E	12°00'54"
C39	390.00'	81.06'	80.92'	N 36°48'57" E	11°54'32"
C40	390.00'	80.96'	80.82'	N 48°43'04" E	11°53'41"
C41	390.00'	70.35'	70.25'	N 59°49'57" E	10°20'06"
C42	100.00'	26.31'	26.24'	N 08°38'36" E	15°04'34"
C44	240.00'	205.81'	199.56'	S 40°26'00" W	49°07'59"
C45	100.00'	203.07'	169.93'	N 56°49'29" W	116°21'02"
C46	100.00'	25.88'	25.81'	N 08°45'58" E	14°49'51"
C47	75.00'	11.31'	11.29'	S 05°40'08" W	08°38'12"
C48	75.00'	8.11'	8.10'	S 13°05'04" W	06°11'39"
C49	125.00'	10.06'	10.06'	S 48°14'47" E	04°36'39"
C50	125.00'	20.03'	20.01'	S 55°08'31" E	09°10'49"
C51	125.00'	6.18'	6.18'	S 61°08'53" E	02°49'55"
C52	265.00'	227.25'	220.35'	S 40°26'00" W	49°07'59"
C53	215.00'	184.37'	178.77'	S 40°26'00" W	49°07'59"

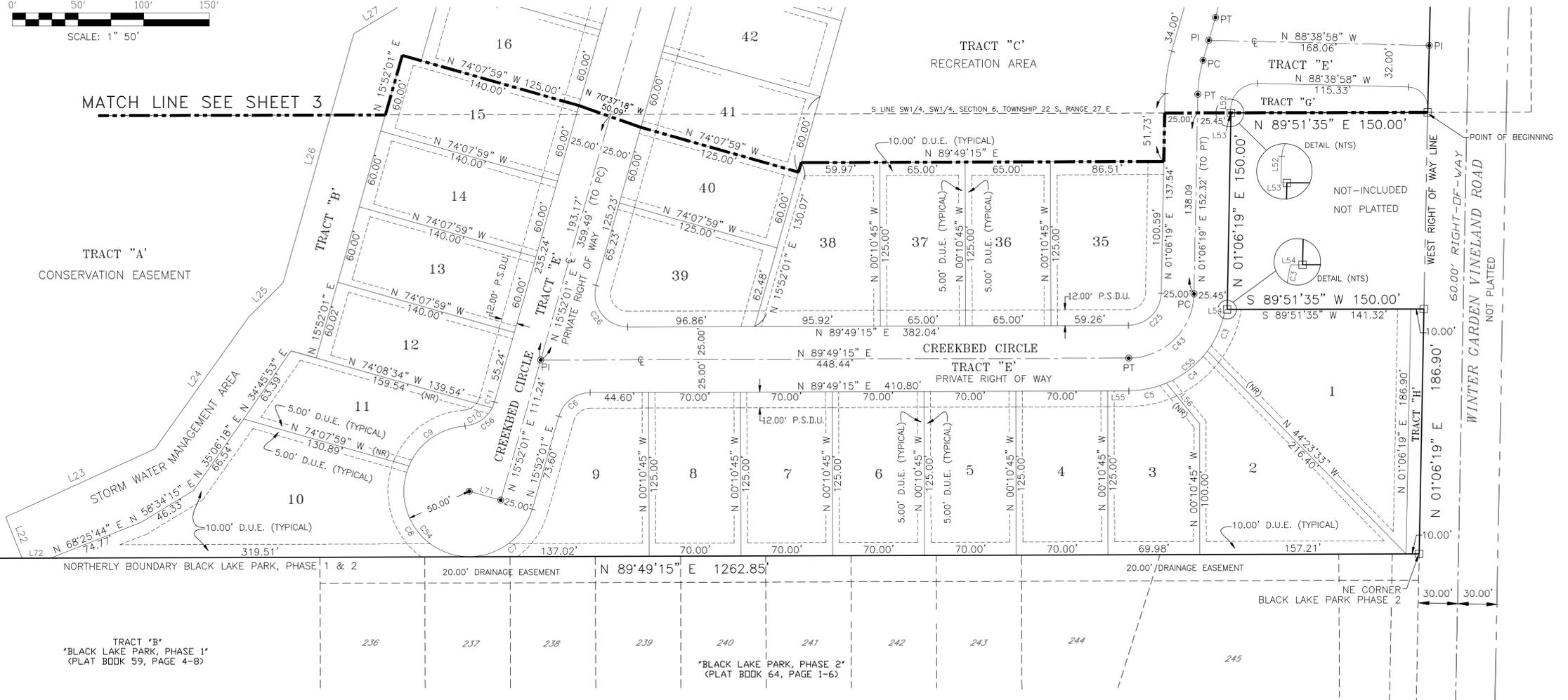
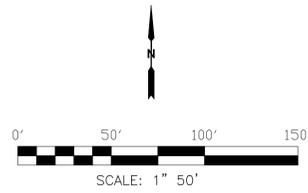
ATLANTIC SURVEYING, INC.  
308 S. DILLARD STREET  
WINTER GARDEN, FLORIDA 34787  
(407) 656-4993/FAX (407) 656-4437  
LICENSED BUSINESS #6915

# BRADFORD CREEK - PHASE I

LOCATED IN SECTIONS 26, 34 AND 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST  
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK PAGE

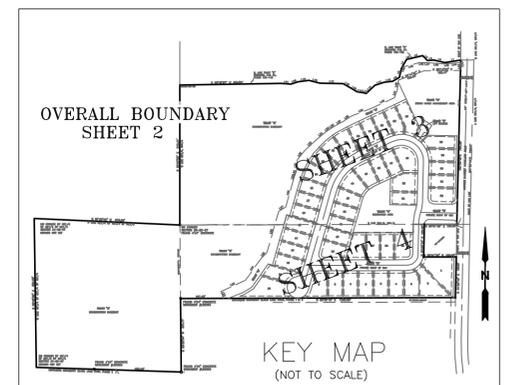
SHEET 4 OF 4



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C3	75.00'	35.02'	34.70'	S 23°12'51" W	26°45'01"
C4	75.00'	40.16'	39.68'	S 51°55'43" W	30°40'44"
C5	75.00'	29.52'	29.33'	S 78°32'40" W	22°33'10"
C6	25.00'	32.27'	30.07'	N 52°50'38" E	73°57'14"
C7	50.00'	64.54'	60.15'	S 52°50'38" W	73°57'14"
C8	50.00'	98.51'	83.33'	N 33°44'11" W	112°53'09"
C9	50.00'	55.58'	52.76'	N 54°33'04" E	63°41'21"
C10	25.00'	25.99'	24.83'	S 56°37'03" W	59°33'22"
C11	25.00'	4.79'	4.78'	S 21°21'12" W	10°58'22"
C25	25.00'	38.71'	34.96'	S 45°27'47" W	88°42'56"
C26	25.00'	46.27'	39.94'	N 37°09'22" W	106°02'46"
C43	50.00'	77.42'	69.91'	S 45°27'47" W	88°42'56"
C54	50.00'	218.63'	81.65'	S 38°52'07" E	250°31'44"
C55	75.00'	104.70'	96.40'	S 49°49'48" W	79°58'54"
C56	25.00'	30.77'	28.87'	N 51°07'53" E	70°31'44"

LINE	BEARING	DISTANCE
L22	N 21°34'16" W	33.75'
L23	N 65°27'02" E	124.88'
L24	N 35°25'15" E	123.40'
L25	N 45°03'08" E	37.18'
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L27	N 59°02'55" E	38.19'
L52	S 01°06'19" W	2.85'
L53	N 89°51'35" E	0.45'
L54	S 89°51'35" W	1.32'
L55	N 89°49'15" E	16.20'
L56	N 39°19'11" W	39.63'
L71	N 74°07'59" W	25.00'
L72	S 89°49'15" W	21.68'

- LEGEND:**
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308 S. DILLARD STREET  
WINTER GARDEN, FLORIDA 34787  
(407) 656-4993/FAX (407) 656-4437  
LICENSED BUSINESS #6915

**THE CITY OF WINTER GARDEN**  
**CITY COMMISSION AGENDA ITEM**

**From:** Community Development Director, Ed Williams

**Via:** City Manager, Mike Bollhoefer

**Date:** April 4, 2014

**Meeting Date:** April 10, 2014

**Subject:** AutoZone Stores, Inc. Developer's Agreement  
Parcel ID Numbers:  
23-22-27-8104-00-360;  
23-22-27-8104-00-341;  
23-22-27-8104-00-331;  
23-22-27-8104-00-332;  
23-22-27-8104-00-470;  
23-33-27-8104-00-460

**Issue:** Whether to approve the attached Developer's Agreement.

**Discussion:**

The attached Developer's Agreement provides mechanisms as requested by the City Commission, to prohibit east-bound trucks longer than 26 feet from making left turns onto Walker Street to access the AutoZone property. Also, the Developer's Agreement provides for a \$500.00 per violation penalty and a \$25,000.00 bond to cover any damage caused by any violation of the Truck Restrictions.

**Recommended Action:**

Staff recommends approval of the Developer's Agreement and its attachments.

**Attachment(s)/References:**

Developer's Agreement and Exhibits A, B and C.

**This Instrument Prepared by and Return to:**

Gregory D. Lee, Esq.  
Baker & Hostetler LLP  
200 South Orange Avenue, Suite 2300  
Orlando, Florida 32801

Tax Parcel Numbers:

23-22-27-8104-00-360;  
23-22-27-8104-00-341;  
23-22-27-8104-00-331;  
23-22-27-8104-00-332;  
23-22-27-8104-00-470;  
23-33-27-8104-00-460

**AUTOZONE**  
**DEVELOPER'S AGREEMENT**

**THIS DEVELOPER'S AGREEMENT** (the "**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and among the CITY OF WINTER GARDEN, FLORIDA, a Florida municipal corporation (the "**City**") and AUTOZONE STORES, INC., a Nevada corporation (the "**Developer**").

**RECITALS:**

- A.** Developer is the fee simple owner of that certain .99+/- acre of real property generally located on 13822 W. Colonial Drive in Winter Garden, Orange County, Florida, being more particularly depicted and described on **Exhibit "A"** (the "**Subject Property**"); and
- B.** The Subject Property is zoned C-2 arterial commercial district; and
- C.** Developer shall comply with all provisions of the City of Winter Garden Code of Ordinances ("**Code**") in the development of the Subject Property in addition to conditions of development approvals by the City; and
- D.** This Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act); and
- E.** The Developer desires to develop the Subject Property as an AutoZone store to be used as a retailer and distributor of automotive replacement parts and accessories (the "**Project**"); and
- F.** Development of the Project remains subject to certain approvals by the City, including, but not limited to, issuance of building permits, certificates of occupancy and certificates of completion, all in accordance with applicable laws, codes, ordinances, regulations, permits, statutes, and approvals; and

- G. Development of the Subject Property as proposed requires the Developer to perform certain obligations and provide for certain mitigation of impacts of such development in order to comply with the Code, Comprehensive Plan and state law and otherwise address the impacts generated by the Project, all as more particularly provided in this Agreement; and
- H. The Developer acknowledges that satisfaction of the obligations required herein, which are necessary to serve the Project and the Subject Property, will be of direct benefit to the Developer and the Subject Property.

**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, the Developer 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 the Developer herein, the development of the Subject Property and the Project shall be subject to the Code requirements, the approved site plan, and other development orders and permits for the Project and Subject Property, including the conditions of such development orders, approvals and permits.

**3. Truck Size Restriction.** No delivery trucks or other vehicles delivering or dropping off parts, inventory or other items, or otherwise servicing the Subject Property (collectively "**Delivery Vehicles**"), which trucks or other vehicles exceed twenty-six (26) feet in length and are traveling east on Colonial Drive, may access the Subject Property by making a left turn onto Walker Street (the "**Truck Restrictions**"). Nothing in this Section 3 shall be construed to prohibit Delivery Vehicles traveling west on Colonial Drive from entering the Subject Property by turning right onto Walker Street.

**4. Developer Policy; Delivery Records.** Developer shall set up and maintain during the effectiveness of this Agreement an internal policy relating to delivery of parts, inventory or other items, or service to the Subject Property (the "**Developer Policy**"). The Developer Policy shall require Delivery Vehicles to enter the Subject Property by traveling west on Colonial Drive. The Developer Policy shall require the manager on duty to keep records documenting how each driver of a Delivery Vehicle accesses the Subject Property for every time such access occurs ("**Delivery Records**").

**5. Enforcement.** Violation of the Truck Restrictions provided in Section 3 of this Agreement constitutes a breach of this Agreement and may be enforced by the City's Code Enforcement Division, other enforcement provisions contained in the City Code or allowed by law, and through civil litigation.

**6. Violations; Procedure.** If the Truck Restrictions provided in Section 3 of this Agreement are violated, the Developer shall pay the City a five-hundred dollar (\$500) fine per violation. This fine and payment thereof does not relieve the Developer of compliance with the other provisions of this Agreement.

**7. Repairs.** Developer shall be responsible for all repairs to damage to the Colonial Drive / Walker Street median and related improvements, including without limitation the asphalt,

concrete median and curbs, decorative brick, striping, signage, landscaping, irrigation and poles, all as described on the attached Exhibit "C" as exists as of the Effective Date of this Agreement and all future modifications thereto ("**Access Improvements**"), which damages are caused by any violation of the Truck Restrictions. In the event the Access Improvements are damaged, the Developer shall be deemed to have caused a violation of the Truck Restrictions unless Developer submits to the City, within five (5) business days of request from the City, Delivery Records demonstrating that the Delivery Vehicles accessing the Subject Property have not violated the Truck Restrictions. If the City disputes the accuracy or validity of the Delivery Records or has evidence reflecting a Truck Restrictions violation, not later than five (5) business days following the City's receipt of the Delivery Records, the City shall provide the Developer with the reasons for any disagreement by the City with the Delivery Records, together with any supporting documentation, which determination by the City shall be final. In the event the City fails to respond within the time period set forth above, the Delivery Records shall be deemed conclusive and the Developer shall not be required to repair the Access Improvements for that occurrence. All repairs required hereunder shall be promptly completed but in no event more than ten (10) business days after commencement thereof, or if the damage is of a nature that it cannot be completely repaired within the ten (10) business day period, Developer shall begin repairing the damage within the ten (10) business day period and thereafter repair the damage within a reasonable time. Except for the foregoing, the City shall continue to maintain the Colonial Drive / Walker Street median in accordance with the City's current maintenance obligations.

**8. Performance Bond.** Developer shall, as a condition precedent to obtaining final site plan approval, provide to the City a performance bond, irrevocable letter of credit, reasonably acceptable to and in favor of the City, or cash payment to be held by the City in escrow in the amount of twenty-five thousand and no/100 dollars (\$25,000). Such bond or irrevocable letter of credit shall be established to provide the City with adequate assurance that the Developer will cover the costs of any necessary repairs as provided in Section 7 of this Agreement. If the bond or irrevocable letter of credit is drawn, in whole or in part, the Developer shall replace or replenish same to the full \$25,000 within ten (10) days of such drawing.

**9. Right-of-Way Conveyance.** The Developer shall convey or cause to be conveyed to the City the lands described on the sketch and legal description attached hereto as Exhibit "B" which is a portion of the Subject Property (the "**Right-of-Way Property**"). The Right-of-Way Property shall be conveyed to the City by special warranty deed free and clear of all liens and encumbrances except for those matters reasonably acceptable to the City. The Right-of-Way Property shall be conveyed to the City prior to the issuance of any certificate of completion or certificate of occupancy concerning the Project structures and site improvements. The form of the special warranty deed shall be subject to the approval of the City. The Developer shall, at least ten (10) days prior to the conveyance of the Right-of-Way Property to the City, provide to the City a boundary survey of the Right-of-Way Property certified to the City (unless that requirement is later waived by the City) and a current attorney's opinion of title or a current certificate of title, evidencing that fee simple title to the Right-of-Way Property is free and clear of all liens and encumbrances except for those matters acceptable to the City. The cost and expenses related to the conveyance of the Right-of-Way Property including the cost of title work and survey shall be borne solely by the Developer. Real property taxes on the Right-of-Way Property shall be prorated as of the day before the City's acceptance of the conveyance of the same, and the prorated amount of such real property taxes attributable to the Developer shall be paid and escrowed by the Developer in accordance with the provisions of Section 196.295, Florida Statutes; provided, however, that if the conveyance occurs between November 1 and December 31, then Developer shall be responsible for real property taxes for the entire

year. Developer shall comply with the disclosure requirements of Section 286.23, Florida Statutes, with respect to the conveyance of the Right-of-Way Property to the City, if applicable. Neither the Developer nor Developer's successors and assigns nor any other person or entity shall be entitled to any road impact fee credits or other compensation of any kind for, on account of, or with respect to the required conveyance of the Right-of-Way Property to the City.

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

**11. Indemnity.** The Developer hereby indemnifies and holds 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), costs and experts' fees, interest and all adverse matters in any way arising out of or relating to the Developer'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 the Developer's exercise of (or failure to exercise) the rights or obligations of the Developer under this Agreement and for the risk assumed by Developer under this Agreement.

**12. 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.

**13. Notices.** Any notices required or permitted under this Agreement, and copies thereof, shall be addressed to the City and the Developer 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  
and electronic mail to mbollhoefer@cwgdh.com

With a required copy to:  
City Attorney  
City of Winter Garden  
300 West Plant Street  
Winter Garden, Florida 34787  
and electronic mail to ardaman@fishbacklaw.com

Developer: Wade Davis  
AutoZone, Inc.  
123 South Front Street, Floor 3  
Memphis, TN 38103

With a required copy to:  
Gregory D. Lee  
Baker & Hostetler LLP  
200 South Orange Avenue, Suite 2300

Notices shall be either: (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth above and where provided by electronic mail, 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. If no address is provided for the Developer above, then the address of Developer's registered agent on file with the Florida Department of State Division of Corporations shall be Developer's address for notice purposes.

**14. Attorney's Fees.** In any lawsuit between the parties to this Agreement arising from this Agreement, each party shall bear their own respective attorneys' fees and costs.

**15. 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.

**16. 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.

**17. 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, heirs and assigns of all parties to this Agreement. The rights granted to Developer under this Agreement relate specifically to the Subject Property and are not permitted to be transferred to any other property.

**18. Local Development Approvals and Permits.** Notwithstanding anything herein to the contrary, all development of the 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 Code 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 Developer'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.

**19. Authority.** Each party represents and warrants to the other parties 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 Developer fails to meet Developer's obligations under this Agreement, no further development (including without limitation the issuance of permits, review of applications, or construction) of the Subject Property shall continue until such obligations are met.

Furthermore, Developer represents and warrants to City that it is the fee simple owner of the Subject Property, free and clear of any encumbrances including but not limited to mortgages, liens or easements, or, in the event an encumbrance exists, Developer at Developer's sole cost, shall obtain the necessary 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. Developer shall provide to City, certified surveys, title reports or other documents evidencing said ownership interest.

**20. Effective Date.** This Agreement shall become effective upon execution by the last of the parties (the "**Effective Date**").

**21. Breach.** In the event of a breach, default, or violation of one or more of the provisions herein by the Developer or the City, the violating party shall be given ten (10) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period, the City or the Developer, as the case may be, shall have the right to pursue any and all legal and equitable remedies available provided by law.

**22. 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 the Developer.

**23. 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.

**24. 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 the Developer.

**25. 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.

**26. Informed Execution.** This Agreement is entered into voluntarily by the Developer without duress and after full review, evaluation and consideration by the Developer.

Developer is represented by counsel, or alternatively, has been afforded an opportunity to retain counsel for review of this Agreement.

**27. Reimbursement.** On or before ten (10) days after the date of invoicing, Developer 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 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.

**28. 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.

**29. 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.

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

**31. Attachments.** The following attachments are incorporated herein by reference:

Exhibit "A"      Legal Description of Subject Property / Site Plan

Exhibit "B"      Right-of-Way Property

Exhibit "C"      Access Improvements

AGREED by the City Commission of the City of Winter Garden, Florida, a Florida municipality, and AutoZone Stores, Inc., a Nevada corporation, as of the day first written above.

[Signature Pages on Following Pages]

Signed, sealed and delivered in  
the presence of:

**“CITY”**

**CITY OF WINTER GARDEN, FLORIDA**

**By:** \_\_\_\_\_  
JOHN REES, MAYOR

**ATTEST:**

**By:** \_\_\_\_\_  
KATHY GOLDEN, CITY CLERK

**“DEVELOPER”**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

AutoZone Stores, Inc.,  
a Nevada corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
As its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
As its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was executed, sworn to and acknowledged before me this \_\_\_\_\_, 2014 by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ S/He (check one)  is personally known to me, or  has produced a valid driver’s license as identification.

\_\_\_\_\_  
Notary Public, State and County Aforesaid  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was executed, sworn to and acknowledged before me this \_\_\_\_\_, 2014 by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ S/He (check one)  is personally known to me, or  has produced a valid driver’s license as identification.

\_\_\_\_\_  
Notary Public, State and County Aforesaid  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

**Exhibit "A"**

**Legal Description of Subject Property / Site Plan**

ALL OF LOTS 33, 34 AND 35; LOTS 36 AND 37, EXCEPT THE SOUTHERLY 20 FEET THEREOF; AND LOTS 46, 47 AND 48, EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF STATE ROAD 50 OF G.T. SMITH SUBDIVISION NO. 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK L, PAGE 120 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA



# Exhibit "B"

## Right-of-Way Property

### Sketch and Description:

THIS IS NOT A SURVEY

### Legal Description:

A PARCEL OF LAND BEING A PORTION OF LOT 48, G.T. SMITH SUBDIVISION NO. 4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK L, PAGE 120 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF STATE ROAD 50/WEST COLONIAL DRIVE AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NUMBER 75050, APPROVED DATE OF 02/21/2005, AND THE WEST LINE OF SAID LOT 48; THENCE NORTH 00°05'31" WEST ALONG SAID WEST LINE A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID WEST LINE SOUTH 45°01'52" EAST, A DISTANCE OF 14.14 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 50/WEST COLONIAL DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 89°58'08" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SUBJECT PARCEL CONTAINING 50 SQUARE FEET MORE OR LESS.

### Abbreviation Legend:

(A) - ACTUAL	Δ - DELTA	GOVT - GOVERNMENT	PC - POINT OF CURVATURE	R27E - RANGE 27 EAST
APPROX - APPROXIMATE	DD - DEED	I - IRON PIPE	POC - POINT OF COMPOUND CURVATURE	R - RADIUS
AVG - AVERAGE	DD - DEED DEDICATION	R - IRON ROD	POC - POINT OF COMPOUND CURVATURE	RAD - RADIAL
(BB) - BEARING BEARS	DEPT - DEPARTMENT	RAC - IRON REBAR & CAP	PCP - PERMANENT CONTROL POINT	REC - RECOVERED
BDD - BUILDING	D/I - DRAINAGE AND UTILITY EASEMENT	L - AND LOST	PD - PAGE	REV - REVISION
BM - BENCH MARK	CLV - CLOSURE	LN# - LICENSED BUSINESS NUMBER	PGS - PAGES	RP - RADIUS POINT
(C) - CALCULATED	CLV - CLOSURE	(M) - MEASURED	PI - POINT OF INTERSECTION	R/W - RIGHT-OF-WAY
CHRD - CHORD	ESP - EDGE OF PAVEMENT	N & D - NAIL AND SINK	POB - POINT OF BEGINNING	SEC 23 - SECTION 23
CS - CHISEL BEARING	EASMT - EASEMENT	NR - NON-RADIAL	POC - POINT OF COMMENCEMENT	SQ - SQUARE
COR # - IDENTIFIED CORNER RECORD NUMBER	FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION	NO - NO SURVEYOR IDENTIFICATION	POL - POINT ON LINE	SQ FT - SQUARE FEET
C/L - CENTERLINE	FF - FRESH FLOOR	NT - NON-TANGENT	PRC - POINT OF REVERSE CURVATURE	TB - TANGENT BEARING
CM - CONCRETE MONUMENT	FLND - FLOOR FOUND	OR - OFFICIAL RECORDS	PRM - PERMANENT PERMANENT MONUMENT	T22S - TOWNSHIP 22 SOUTH
CONC - CONCRETE	FLNL - FLORIDA POWER AND LIGHT	ORB - OFFICIAL RECORDS BOOK	PT - POINT OF TANGENCY	(TYP) - TYPICAL
COR - CORNER	(S) - SOUTH (STATE PLANE)	PL - PLAT	REC - POINT OF TANGENCY	UE - UTILITY EASEMENT
		PLB - PLAT BOOK	R27E - RANGE 27 EAST	W/ - WITH

### Surveyor's Notes:

- "SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RANED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
- "ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES."
- BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATUM AS BEING NS82°26'08" E ALONG THE NORTH RIGHT OF WAY LINE OF SR 50/WEST COLONIAL DRIVE.
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
- THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE, NO INSTRUMENTS OR RECORDS REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
- THIS IS NOT A BOUNDARY SURVEY, THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DETERMINE OWNERSHIP.

### Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on March 4, 2014. I further certify that this "Sketch and Description" meets the minimum technical standards set forth in Rule Chapter 5J-17 of the Florida Administrative Code.

For the Firm By: \_\_\_\_\_

Paul J. Kotrek  
Professional Surveyor and Mapper  
Florida Registration No. 6233

NOT VALID WITHOUT SHEETS 1 AND 2 OF 2.

NOT VALID WITHOUT SHEETS 1 AND 2 OF 2.

Date: 03/04/14

Job No. A20114

Drawn by: JTF

Scale: N/A

File: A20114 ROW.DWG



Prepared By:  
**CPH, Inc.**  
Licenses:  
Eng. C.O.A. No. 3215  
Survey L.S. No. 7143  
Arch. L.L. No. AA2600928  
Lndscp L.L. No. LC0300296

www.cphcorp.com

500 W. Fulton St., - Sanford, FL, 32771 - Ph: 407.322.6841

**RIGHT OF WAY DEDICATION**  
SECTION 23-TOWNSHIP 22 SOUTH-RANGE 27 EAST  
ORANGE COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet

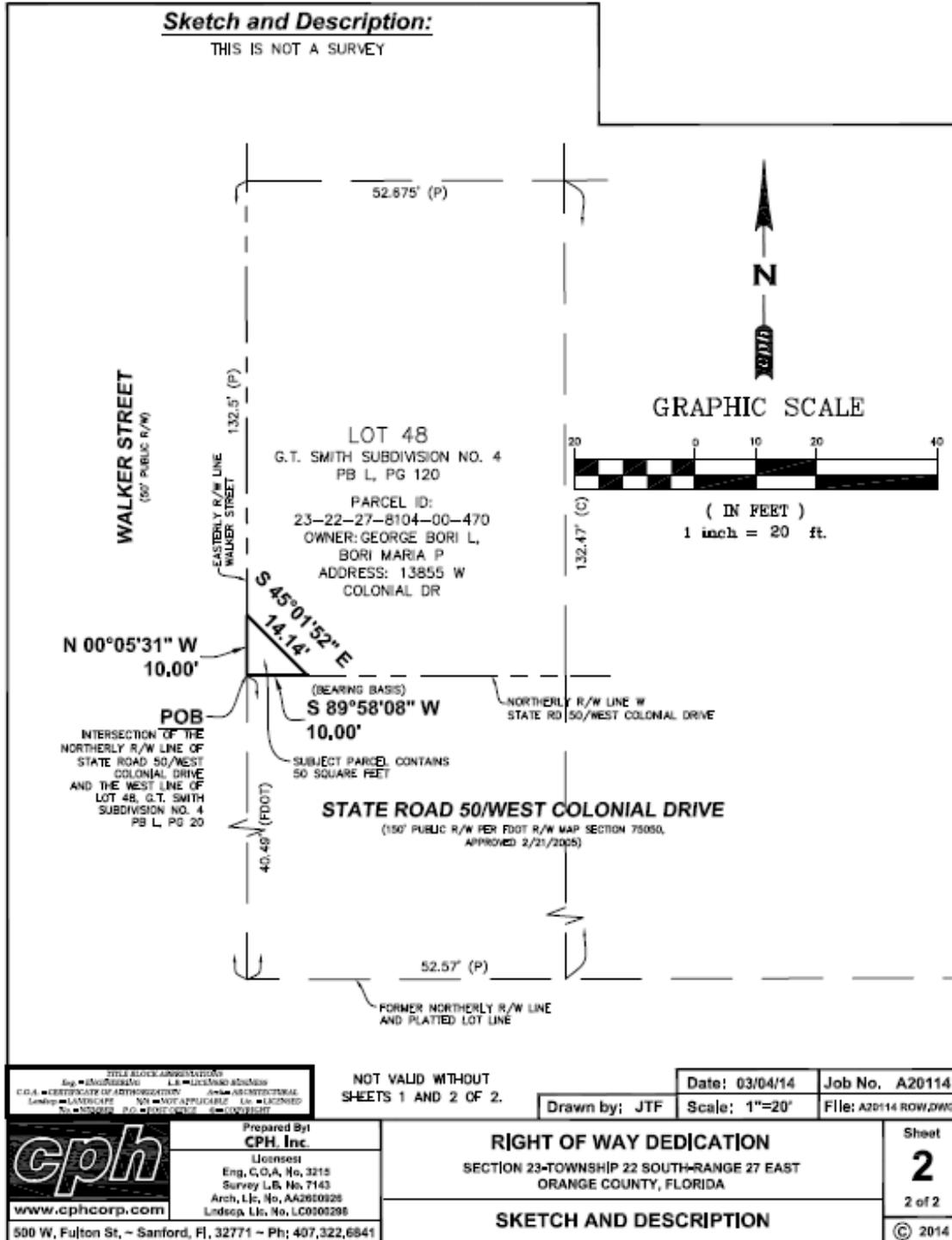
**1**

1 of 2

© 2014

# Exhibit "B"

## Right-of-Way Property



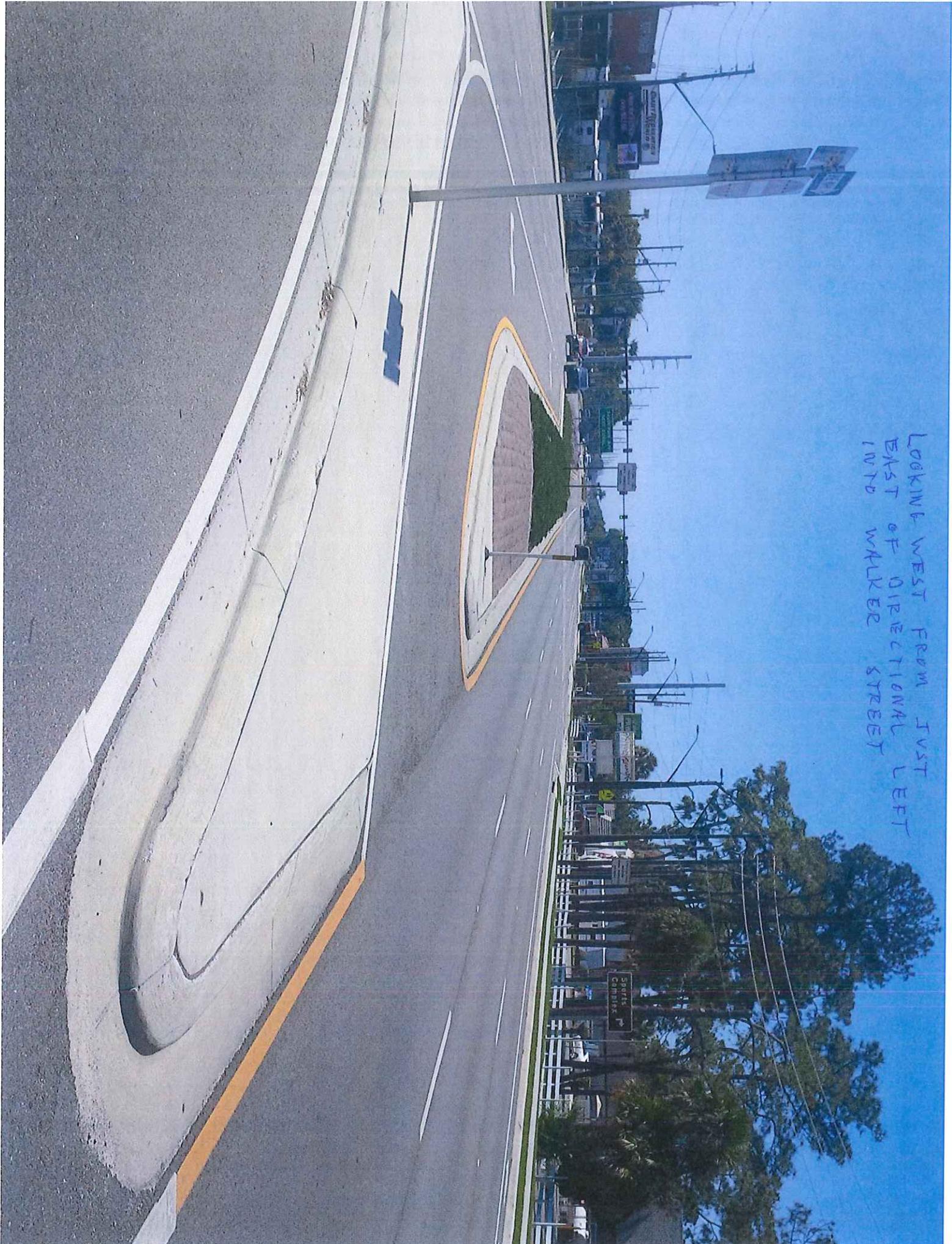
**EXHIBIT "C"**

**ACCESS IMPROVEMENTS AS OF APRIL 10, 2014:**

**ASPHALT  
CONCRETE MEDIAN  
CONCRETE CURBS  
DECORATIVE BRICK  
STRIPING  
SIGNAGE  
LANDSCAPING  
POLES**

**All of the above as reflected and implied on the attached four (4) photographs.**

LOOKING WEST FROM JUST  
EAST OF DIRECTIONAL LEFT  
17th WALKER STREET





LOOKING WEST FROM JUST WEST  
OF DIRECTIONAL LEFTY

LOOKING SOUTHEAST FROM JUST SOUTH OF WALKER STREET



LOOKING NORTHEAST FROM SOUTH  
SIDE OF DIRECTIONAL LEFT



**THE CITY OF WINTER GARDEN**

**CRA AGENDA ITEM**

**From:** Tanja Gerhartz, Economic Development Director

**Via:** Mike Bollhoefer, City Manager

**Date:** April 4, 2014    **Meeting Date:** April 10, 2014

**Subject:** Facade Matching Grant Revision

**Discussion:**

City staff is recommending a revision to the Facade Grant Program that allows a facade grant to be granted to blighted properties for new construction. This would be allowed only in a situation where new construction is preferred and determined on a case by case basis based on the economic impact, magnitude of blight and dollar value of private investment. This item was reviewed by the CRA Advisory Board on April 8, 2014.

The proposed revision is underlined below:

***ELIGIBLE WORK:***

REHABILITATION AND IMPROVEMENTS OF EXISTING BUILDING FACADES VISIBLE TO THE STREET OR PUBLIC RIGHT-OF-WAY, INCLUDING STOREFRONTS, CORNICES, GUTTERS AND DOWNSPOUTS, SIGN (SIGN STRUCTURE ONLY – EXCLUDES BUSINESS COPY), EXTERIOR LIGHTING, CANOPIES AND AWNINGS, PAINTING AND MASONRY CLEANING. PERMIT AND DESIGN REVIEW FEES CAN BE REIMBURSED THROUGH THE PROGRAM. NEW CONSTRUCTION MAY QUALIFY IF IT INVOLVES DEMOLISHING AN EXISTING BLIGHTED BUILDING. UNDER THESE CIRCUMSTANCES, THE DOLLAR AMOUNT OF THE GRANT SHALL BE DECIDED ON A CASE BY CASE BASIS BASED ON THE ECONOMIC IMPACT, MAGNITUDE OF BLIGHT AND DOLLAR AMOUNT OF PRIVATE INVESTMENT.

**Action Required:**

Approval of the revised language.

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**THE CITY OF WINTER GARDEN**

**CRA AGENDA ITEM**

**From:** Tanja Gerhartz, Economic Development Director  
**Via:** Mike Bollhoefer, City Manager  
**Date:** April 4, 2014   **Meeting Date:** April 10, 2014  
**Subject:** Facade Matching Grant Application for 426 W. Plant Street  
**Applicant:** Plant Street Market LLC

**Discussion:**

The CRA Advisory Board recommended approval of the attached Facade Matching Grant application on April 8, 2014, which is coming before the CRA for final approval on April 10, 2014. The following matching grant is being recommended for approval:

Plant Street Market LLC, has the subject property under contract, to construct and operate a Plant Street Market and Micro Brewery at 426 W. Plant Street. They are requesting a facade grant of \$60,000 for new construction to include an 11,500 SF building to house a local artisan market and microbrewery.

**Recommended Action:**

Move to approve the application and authorize the City Manager to execute agreement with the applicant for a grant not to exceed \$60,000 with the following conditions.

- 1) The front portion of the building facing Plant Street shall be a retail market – approximately 7,000 SF. The micro brewing company shall be in the back of the building.
- 2) Brick building on the north/front and west elevations.

**Attachments/References:**

CRA Advisory Board Staff Report, Facade Matching Grant Application and Supporting Materials

---



**DRAFT**  
**CRA Advisory Board**  
**Facade Matching Grant Staff Report**  
**426 W. Plant Street**

**Subject Property:**

426 W. Plant Street

**Current Property Owner:**

Catherine Blaiklock  
Mcannuff Investments LLC

**New Owner With Property Under Contract:**

Plant Street Market LLC

**Item for Review:**

Demolition of three apartment buildings (20 units) to construct a new Artisan Market and Micro Brewery totaling approximately 12,000 SF. The existing buildings are considered blighted and the site is currently vacant and the buildings are in extreme disrepair.

**Prepared By:**

Tanja Gerhartz, Economic Development Director

**Date:**

April 4, 2014

---

## Introduction

The subject property, known as the *Shady Hill Apartments*, is located at 426 W. Plant Street. Please see exhibit A for location. A street elevation of the existing site can be found in exhibit C. The current owner is selling the property and the new owner, Plant Street Market LLC, has the property under contract, with a closing date of May 16, 2014. The new owners need financial assistance in renovating the buildings and would like approval of the grant prior to closing on the property.

The purpose of this report is to evaluate a proposal to renovate and convert three apartment buildings to commercial space which includes creating a storefront facing on West Plant Street. The proposed concept, The Plant Street Market, will create an artisan market and microbrewery at the subject site. A fish market, bakery, cheese, juice bar, artists, plant store, local farm store, raw oyster bar, nuts and dried fruit, wine store and brewery with a tap room are part of the vision for the renovated space. Please see attached description.

One of the deterring factors for redevelopment along West Plant Street has been the perception of crime that is associated with the subject property. Creating a retail anchor at this location expands the downtown and creates pedestrian traffic along this block of Plant Street. Converting the apartments to commercial space also creates needed commercial space. It is for these reasons, that City staff is recommending approval of a facade grant for this project.

The City believes redeveloping the site for commercial uses will be beneficial to the Downtown District. Currently, Downtown is fully occupied and additional commercial space is needed. By demolishing the blighted apartment buildings and constructing a new commercial building will hopefully stimulate further development in this specific area of downtown. Depending upon the final design, this represents over \$2 Million in private investment including the microbrewery.

### **EXHIBIT "A"** **Subject Property – Location Map**

#### **426 W. Plant Street**



**EXHIBIT “B”  
Prior Approvals**

**426 W. Plant Street**

The Architectural and Historic Preservation Board approved a previous concept plan for this site, but construction never commenced. The applicant had submitted for a roof permit, but the permit was never issued. Other than this approval, there are no prior approvals or building permit activity for this address.

The current owner was in the process of putting on a new roof and repainting before putting the property on the market to sell.

**Existing Conditions**

The subject buildings are two story structures constructed in 1973. There are a total of three buildings with a total of 20 apartments. The buildings are constructed with concrete block covered with stucco with a simple mansard roof and inset windows. The doors have a rounded awning, but for the most part the buildings have very little architectural relief or detail.

All the tenants that were living in the apartments have been evicted. The buildings are in disrepair, there are some broken windows and part of the roof on the middle building has been removed. There appears to be extensive water damage due to the roof leaking.

**EXHIBIT “C”  
Subject Property – Existing Conditions**

**426 W. Plant Street**





### **Adjacent Conditions**

The adjacent buildings include a two story commercial building to the west located at 446 W. Plant Street which was constructed in 2004 and a one story residence to the east located at 360 Tremaine Street and to the north is a one story residence at 429 W. Plant Street and to the south are the City of Winter Garden ball fields.

### **EXHIBIT "D" Adjacent Properties**

#### **446 W. Plant Street**



**360 Tremaine Street**



**429 W. Plant Street**



## 238 W. Smith Street or City of Winter Garden Ball fields



### **Project Description:**

A newly constructed building with brick façade on the north and west elevations with historically compatible windows, commercial storefronts on West Plant Street and Central Avenues. The other two exterior walls shall be painted masonry with some architectural details. Outdoor seating areas shall also be incorporated into the building design. The construction budget is estimated at \$1.4 million to build the building. All of the construction materials and design features are compatible with the Historic Downtown and Design Standards and Guidelines.

New windows and storefronts will be installed featuring details typical of the Mercantile/Masonry Vernacular – an architectural style that is commonly found in Historic Downtown. These details include double-hung sash windows with sills and lintels; storefronts with kick plates and transom windows.

There will a retail establishment facing W. Plant Street that will comprise several vendors comprising the Plant Street Market. There will be an outdoor patio and courtyard along the side of the building that fronts Central Avenue. The storefront will feature highly transparent fixed plate glass doors, along with a hard awning and other architectural details. The courtyard will be designed to provide comfortable and versatile outdoor seating opportunities. These design features are compatible with the Historic Downtown and Design Standards and Guidelines.

---

**Project Budget:**

	<u>Estimate 1</u>	<u>Estimate 2</u>
Facade Masonry and Storefront along Plant Street and Central Avenue	196,000	\$198,551
<b>Total</b>	<b>\$196,000</b>	<b>\$198,551</b>

**See attached estimates for specific work. The construction total is \$1.4 Million, which does not include interior build out.**

**City Approvals:**

The Architectural Review and Historic Preservation Board will review the proposed plans and renderings for the project for approval.

A zoning change is also required from R-NC to C-1.

**Recommendation:**

Recommend approving “a not to exceed” Facade Matching Grant of \$60,000 at 426 W. Plant Street. The new owners will be making a \$1.4 million private investment, creating a retail anchor near the Plant and Park intersection, creating needed commercial space, building a microbrewery that will create approximately 20 to 25 jobs, eliminating three blighted buildings and public safety issues as well as significantly improving the property.

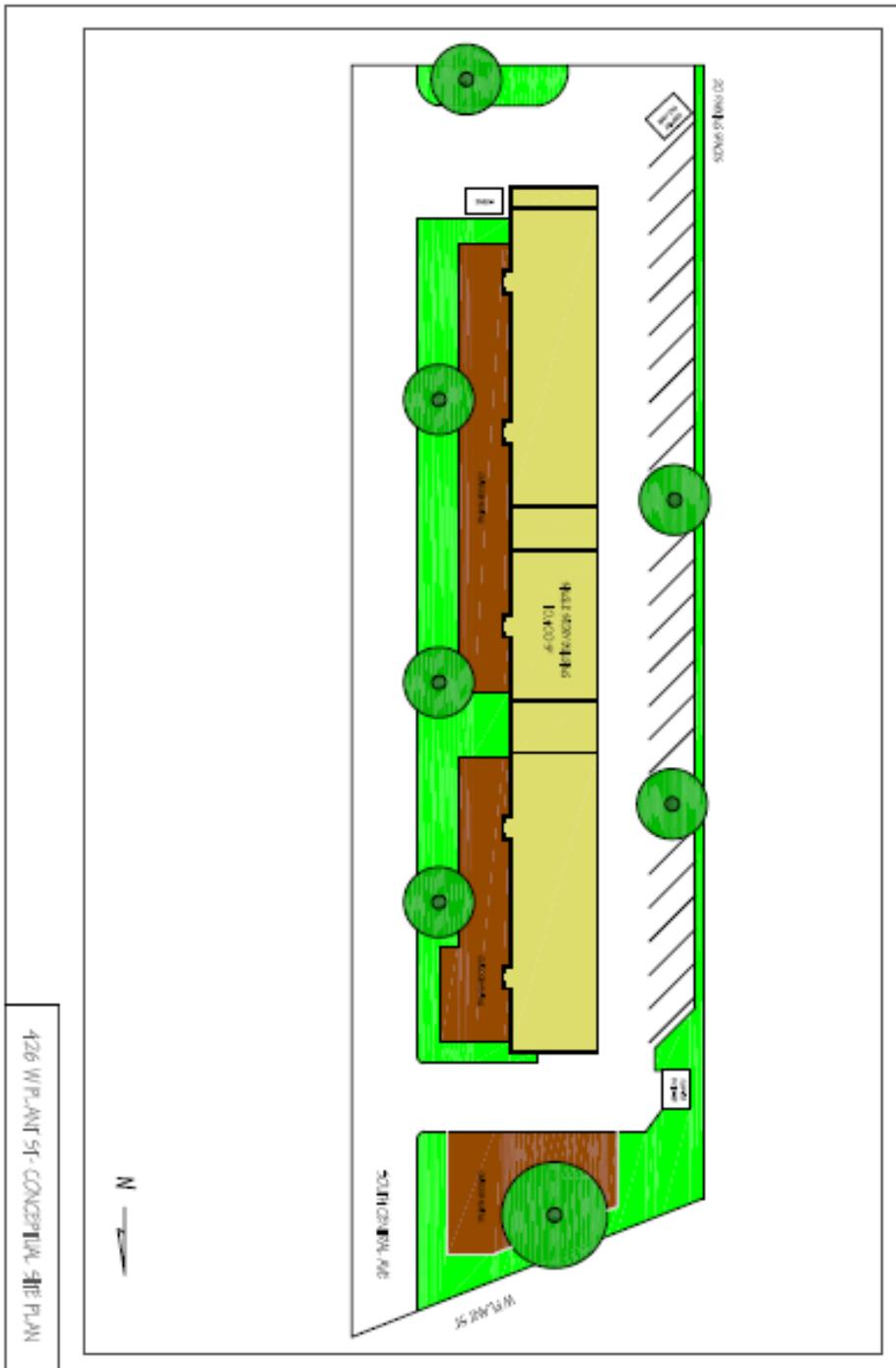
**Proposed Site Plan and Rendering**

The new owner of the subject property has prepared a site plan and concept renderings for review.

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# EXHIBIT "E"

## Proposed Site Plan



**Exhibit "F"**  
**Proposed Renderings**

**Proposed and Previous Renovation North Side of Building – Fronting Plant Street**



**Proposed Renovation West Side of Building – Along Central Avenue**



**Previous Renovation West Side of Building – Along Central Avenue**



**Proposed Elevation along Central Avenue**



Exhibit "G"

**Balfour Beatty**  
Construction

t. 407-226-9819  
255 S. Orange Avenue, Suite 1100  
Orlando, FL 32801

April 1, 2014

Jared Czachorowski  
Crooked Can Beer Company, LLC  
Plant Street Market, LLC

Project: Crooked Can Beer Company / Plant Street Market

Re: Budgetary Proposal for the Exterior façade

Dear Mr. Czachorowski:

Balfour Beatty construction has completed a budgetary proposal for exterior improvements on the North and East building facades of the Crooked Can Beer Company/ Plant Street Market project. The proposal has been broken down by scope of work based on existing conditions, early discussions and renderings.

CROOKED CAN BEER COMPANY		
PRELIMINARY COST SUMMARY - BUILDING FACADE (Exterior N & E Walls)		
CSI	CSI DESCRIPTION	TOTAL PROJECT
02 41 19	Selective Building Demolition	710
03 30 00	Cast-In-Place Concrete	600
04 21 00	Brick Masonry	103,710
04 22 00	Concrete Unit Masonry	6,120
07 92 00	Joint Sealants	1,540
08 40 00	Entrances & Storefronts	37,830
08 53 13	Vinyl Windows	7,650
09 91 00	Painting	500
10 14 00	Signage	100
10 73 16	Canopies	7,300
26 00 00	Electrical Work	4,200
	General Conditions	15,884
	Indirect Costs & Fee	12,407
<b>TOTAL</b>		<b>\$198,551</b>

We are proud to have an opportunity to be a part of your team on this exciting project. Please let me know if you have any questions on the above and how we can best stay involved through-out the entire process.

Sincerely,

Kurtis Wright, Senior Project Manager  
Balfour Beatty Construction



April 1, 2014

Mr. Jared Czachorowski  
Plant Street Market, LLC,  
2218 Ridgewind Way  
Windermere, FL 34786

Via E-Mail: Czachorowski@embarqmail.com

Re: Plant Street Market  
426 West Plant Street  
Winter Garden, FL 34787

Dear Mr. Czachorowski;

It is our pleasure to provide you the breakdown of costs for the Plant Street Market building façade. We are basing these costs on the simplified conceptual drawings we discussed. These details would include deleting arched parapets along roof line, change arched window headers to square and scale down large curtain wall storefront entries to simplified 8' tall impact units. Based on those conditions, the brick façade and storefront budget to construct the above referenced project is a total sum of One Hundred and Ninety Six Thousand Dollars and No Cents (\$196,000.00). That would breakdown further to \$149,000 dollars for the masonry and \$47,000 dollars for the storefront.

We appreciate the opportunity to provide you with this breakdown. Should you have any questions, please do not hesitate to contact me at the number listed below.

Sincerely,

C. W. HAYES CONSTRUCTION COMPANY

*C. Wayne Hayes*

C. Wayne Hayes  
President  
JC/rd

Florida CCC034853  
Georgia GCCC002260  
North Carolina 32434  
South Carolina G15674  
Tennessee T5336  
Kentucky  
Alabama 20946  
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Fax (407) 366-3025

CITY *of* WINTER GARDEN, FLORIDA

**Welcome to the**

**Plant Street Market**

# HISTORIC



Corner Main and Hendry Sts., Fort Myers, Fla.



*Dillard's  
Orange grove, Winter Garden, Fla.*





CLASSIC





Community

# EXCHANGE





STYLE



Conservatory



**DECORATIVE**

# OUTDOORS





HANDCRAFTED



**PASSION**



TAPROOM



SOCIAL