



AGENDA
CITY COMMISSION
CITY HALL COMMISSION CHAMBERS
300 W. Plant Street

REGULAR MEETING

March 26, 2015

6:30 p.m.

CALL TO ORDER

Determination of a Quorum

Opening Invocation and Pledge of Allegiance

1. **APPROVAL OF MINUTES**

Regular Meeting of March 12, 2015

2. **PRESENTATIONS**

A. Emergency Medical Services Transport Study – Matrix Consulting Group

B. Emergency Medical Services Transport – Rural Metro

3. **FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCE**

A. **Ordinance 15-30:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING DIVISION 2, ARTICLE II, CHAPTER 42 OF THE WINTER GARDEN CITY CODE; PROVIDING FOR THE TRANSFER OF ROAD IMPACT FEE CREDITS FROM CERTAIN PROPERTIES UNDER CERTAIN CIRCUMSTANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE – City Manager Bollhoefer

4. **SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

A. **Ordinance 15-22:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.504 ± ACRES LOCATED AT 447 SOUTH STREET ON THE NORTHEAST CORNER OF 5TH STREET AND SOUTH 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

B. **Ordinance 15-23:** 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 0.504 ± ACRES LOCATED AT 447 SOUTH STREET ON THE NORTHEAST CORNER OF 5TH STREET AND SOUTH STREET FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

C. **Ordinance 15-24:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.504 ± ACRES LOCATED AT 447 SOUTH STREET ON THE NORTHEAST CORNER OF 5TH STREET AND SOUTH STREET FROM ORANGE COUNTY A-1 RURAL DISTRICT TO CITY R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE - Community Development Director Williams

D. **Ordinance 15-25:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.989 ± ACRES LOCATED AT 483 SOUTH STREET ON THE NORTH SIDE OF SOUTH STREET, EAST OF 5TH STREET AND SOUTH OF PALM 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 15-26:** 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 0.989 ± ACRES LOCATED AT 483 SOUTH STREET ON THE NORTH SIDE OF SOUTH STREET, EAST OF 5TH STREET AND SOUTH OF PALM STREET FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- F. **Ordinance 15-27:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.989 ± ACRES LOCATED AT 483 SOUTH STREET ON THE NORTH SIDE OF SOUTH STREET, EAST OF 5TH STREET AND SOUTH OF PALM STREET FROM ORANGE COUNTY A-1 RURAL DISTRICT TO CITY R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE - Community Development Director Williams

5. **REGULAR BUSINESS**

- A. Recommendation to approve the Replat of Oakland Park Phase 1A – Community Development Director Williams
- B. Recommendation to approve entering into a Developer’s Agreement for Oak Trail Subdivision located at 1205 E. Fullers Cross Road – Community Development Director Williams
- C. Recommendation to approve the Replat of Waterside on Johns Lake Subdivision Phase 1 – Community Development Director Williams
- D. Recommendation to approve Site Plan for Classic Car Wash located at 12728 West Colonial Drive - Community Development Director Williams
- E. Recommendation to approve and authorize the Mayor to execute a Site Lease Agreement with CLQ, LLC - Community Development Director Williams

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

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

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

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to a Regular Meeting on April 9, 2015 at 6:30 p.m. in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

NOTICES:

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.

Any opening invocation that is offered before the official start of the Commission meeting shall be the voluntary offering of a private person, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Commission or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Commission meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Commission Chambers or exit the City Commission Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance. (Reference Resolution 15-04)

	<p>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.</p>		<p>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.</p>
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CITY OF WINTER GARDEN

CITY COMMISSION REGULAR MEETING MINUTES

March 12, 2015

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. A Moment of Silence 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 City Manager - Administrative Services Frank Gilbert, Community Development Director Ed Williams, Economic Development Director Tanja Gerhartz, Finance Director Laura Zielonka, Deputy Fire Chief Jose P. Gainza, Jr., and Police Chief George Brennan

1. **APPROVAL OF MINUTES**

Motion by Commissioner Buchanan to approve the regular meeting minutes of February 26, as submitted. Seconded by Commissioner Sharman and carried unanimously 5-0.

2. **GENERAL ELECTION RESULTS**

A. **Resolution 15-02:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, DECLARING THE RESULTS OF THE ELECTION HELD ON MARCH 10, 2015 FOR COMMISSIONERS OF DISTRICTS 2, 3 AND 4, AND AUTHORIZING THE ISSUANCE OF CERTIFICATES

City Attorney Ardaman read Resolution 15-02 by title only.

Motion by Commissioner Olszewski to adopt Resolution 15-02. Seconded by Commissioner Makin and carried unanimously 5-0.

3. **OATH OF OFFICE**

A. City Clerk Golden administered the Oath of Office to re-elected Commissioners of District 2 - Bob Buchanan, District 3 - Bobby Olszewski, and District 4 - Colin Sharman as elected on March 10, 2015.

4. **FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES**

A. **Ordinance 15-22:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.504 ± ACRES

LOCATED AT 447 SOUTH STREET ON THE NORTHEAST CORNER OF 5TH STREET AND SOUTH 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

- B. **Ordinance 15-23:** 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 0.504 ± ACRES LOCATED AT 447 SOUTH STREET ON THE NORTHEAST CORNER OF 5TH STREET AND SOUTH STREET FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- C. **Ordinance 15-24:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 0.504 ± ACRES LOCATED AT 447 SOUTH STREET ON THE NORTHEAST CORNER OF 5TH STREET AND SOUTH STREET FROM ORANGE COUNTY A-1 RURAL DISTRICT TO CITY R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 15-22, 15-23 and 15-24 by title only. Community Development Director Williams stated that this is a request for a voluntary annexation for south of State Road 50 located in an enclave of Orange County. Staff recommends approval of all three ordinances.

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

Motion by Commissioner Buchanan to approve Ordinances 15-22, 15-23 and 15-24 with a second reading being scheduled for March 26, 2015. Seconded by Commissioner Shaman and carried unanimously 5-0.

- D. **Ordinance 15-25:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.989 ± ACRES LOCATED AT 483 SOUTH STREET ON THE NORTH SIDE OF SOUTH STREET, EAST OF 5TH STREET AND SOUTH OF PALM 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 15-26:** 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 0.989 ± ACRES LOCATED AT 483 SOUTH STREET ON THE NORTH SIDE OF SOUTH STREET, EAST OF 5TH

STREET AND SOUTH OF PALM STREET FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

- F. **Ordinance 15-27:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING APPROXIMATELY 0.989 ± ACRES LOCATED AT 483 SOUTH STREET ON THE NORTH SIDE OF SOUTH STREET, EAST OF 5TH STREET AND SOUTH OF PALM STREET FROM ORANGE COUNTY A-1 RURAL DISTRICT TO CITY R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 15-25, 15-26 and 15-27 by title only. Community Development Director Williams stated this is a voluntary annexation of an enclave just east of the property in the prior public hearing. It has been reviewed by the Planning and Zoning Board and staff whom both recommend approval.

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

Motion by Commissioner Sharman to approve Ordinances 15-25, 15-26 and 15-27 with the second reading being scheduled for March 26, 2015. Seconded by Commissioner Makin and carried unanimously 5-0.

5. **PUBLIC HEARING MATTER**

- A. Consider condemning property located at 160 East Plant Street, Winter Garden, Florida; **Owner:** Winter Garden Gateway Corporation – Code Enforcement Manager Pash

Community Development Director Williams stated the property owners received notice and are putting together a proposal to bring the building up to standards. Staff feels that it is appropriate to give the owners 30 to 60 days to work out a plan with their contractor and engineers to see if they can restore the building to a safe condition.

Motion by Commissioner Sharman to continue this hearing until April 23, 2015 at 6:30 p.m. or as soon thereafter as possible. Seconded by Commissioner Olszewski and carried unanimously 5-0.

6. **REGULAR BUSINESS**

- A. **Resolution 15-03:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, ELECTING A MAYOR PRO-TEM

City Attorney Ardaman shared that this action can be done either by motion or by resolution. He distributed his recommended (red-lined) version of a resolution to be used instead of the one provided in the agenda packet.

It was the **consensus** of the City Commission to make their election by motion.

Mayor Rees asked Commissioner Buchanan if he would like to continue serving as Mayor Pro-Tem, who indicated yes.

Mayor Rees asked if anyone else wanted to be considered.

Commissioner Olszewski commended Commissioner/Mayor Pro-Tem Buchanan for his service. He referenced how other cities rotate the Mayor Pro-Tem position and he would like to open this up for discussion for others who might be interested. Commissioner Olszewski stated he is very interested in becoming Mayor Pro-Tem because he works hard to represent his district and City in many different facets throughout Central Florida.

Mayor Rees stated that the City Commission has interest from both Commissioner Buchanan and Commissioner Olszewski and asked for anyone else. Hearing none, he asked for a motion.

Motion by Commissioner Sharman to elect Commissioner Buchanan as Mayor Pro-Tem. Seconded by Commissioner Makin. Commissioner Olszewski withdrew his nomination to be Mayor Pro-Tem and asked that the rotation option be considered in the future. Mayor Rees indicated he has no issue with that matter being discussed. Mayor Rees called for the vote. **Motion carried unanimously 5-0.**

7. MATTERS FROM PUBLIC

Willie Fulmore, 740 9th Street, Winter Garden, Florida, addressed the hardship the sewer and road construction on 9th Street caused his businesses while the street was closed for three months. He addressed the poor air quality, which would cost around \$1,000 to be checked due to the backing up of sewer fumes. He was led to believe it was only his property having the problem; only to find out, so did the Elks Lodge next door. He asked the City Commission to have his air quality checked, other buildings, and to review his financial losses caused by the construction. He asked that he be treated like the City would want to be treated.

City Manager Bollhoefer stated the work was primarily done for the sewer gases and he would be glad to test for fumes. He shared that 68 area homes had the clean out caps removed that was contributing to the odor and have been replaced by the City. Staff will meet with Mr. Fulmore on this matter. Mayor Rees also stated that staff would be out to check on it.

Joseph Richardson, 220 N. Highland Avenue, Winter Garden, Florida, addressed the agenda item on opening ceremonies. He stated options 3, 4 and 5 allow for inclusion of fire and police chaplains, which could be interpreted as government official offering a prayer and might be prohibited. None of the proposals specify how the City will verify religious diversity of speakers reflects the religious diversity of the City. Nor is there an estimate as to the cost of city employees to administer the proposals. The real question is why invocations are being brought back. A reasonable decision has already been made. He described some

situations that could occur with changing back to allowing invocations and who they may be led by. He urged the rejection of all proposals.

Edward Lynch, 660 Home Grove Drive, Winter Garden, Florida, stated he wanted to share some items that may not have been considered. City Hall is not a house of God but a house of democracy and serves all fairly and justly. He shared his past experiences. He thought the last decision was a great decision. If it is changed it will be more work for someone. The decision matters to him because if someone comes to a meeting and hears a prayer that is not representative of how they believe, it sets them up to believe they will not be treated fairly. There are many other opportunities for someone to pray. Once the meeting starts, it is a government meeting and is not fair to open it with a prayer. He favors keeping it silent the way it is.

Paul Tjaden, 209 Hidden View Drive, Groveland, FL, stated that it was great when the decision was made to remove the invocation and opted for a moment of silence. All the prior points made by the previous speakers were excellent. He is a firm believer of the separation of church and state. The reason the City Commissioners are here is to conduct business, not to have a religious ceremony.

Warren Geltch, 2078 Derby Glen Drive, Orlando, Florida, stated that the City Commission actually has two choices. Keep things the way they are now; professional and dignified. Or, allow every religious and non-religious person equal access to provide the invocation through a rotating list which can create more problems than it will solve. He gave three reasons why the City Commission should continue as they are being done now. He urged the City Commission to keep the current practice.

David Williamson, on behalf of Central Florida Freethought Community, P.O. Box 621123, Oviedo, Florida, addressed the court's decision. He asked if it is better, necessary, or wise to take back the gift of the moment of silence given to all and giving it to one person to pray on behalf of all the rest. Prayer is on unifying for the people who agree with it. Absent the prayer, we have no reason to disagree as we start these meetings. Before considering the options on how to bring divisive sectarian prayers back into these meetings, he respectfully asked the City Commission to debate and vote as to whether or not it should be done.

Theo Graham, 213 W. Tilden Street, Winter Garden, Florida, addressed residents from elsewhere telling Winter Garden how to conduct their business. He stated the whole question is about the First Amendment to the United States Constitution as framed by those who believed in Christ. Mr. Graham read from the Supreme Court ruling. The oaths taken tonight include so help me God. The President of the United States was sworn in with his hand on the Bible and said so help me God.

Marilyn Sprechman, 2251 Wolf Road, Orlando, Florida, stated she doesn't believe anywhere in the Declaration of Independence does it mention Christ. She shared her own personal experience that made her uncomfortable. She asked why cause the citizens to be uncomfortable.

8. MATTERS FROM CITY ATTORNEY

A. Discussion and possible action regarding opening ceremonies

Mr. Ardaman explained the options available as included in the agenda packet. He shared that he did like the comment made earlier about striking the police and fire chaplains.

Mayor Rees shared that traditionally the prayer has been said more for the City Commission than the general public because it has included giving them the wisdom and knowledge to do what is in the best interest of our citizens in Winter Garden. That is how he has always viewed that event. If he had to pick one, he would pick number 3 and opened the matter up for discussion.

Commissioner Buchanan stated that everyone who has spoken has talked about how they were raised and how they got to where they are today on their opinion. While he does agree with what some of the speakers have said because he has chosen to believe a different way. However, he does believe in their right to believe the way they do. That is what our whole Constitution, in his opinion, was based on; giving people independent authority to be able to choose what they wanted to do. He understands that in a public government building they would not like to listen to what he would like to get up and say about his Christian beliefs. Nor would he like to hear them talk about theirs. That is why he favored the moment of silence and will remain in favor of that practice.

Commissioner Olszewski shared that when this issue first came up he took an oath to defend the Constitution of the United States very seriously; that gives us the freedom of religion or from religion if we so choose. He stated that Winter Garden is diverse and it is not our place to dictate to anyone when the Constitution allows us the freedom of religion and to be inclusive is important. The option he is looking at is option #4 so we can show we are a diverse community and embrace ideas and all religions. We need a rotation of many willing to give the invocation scheduled through the City Manager.

Commissioner Sharman stated that for every argument the speakers made for keeping the moment of silence, he had those same discussion points with those who wanted to keep the prayer. They came back to him stating they would rather be diverse and show diverseness in our opening ceremonies. They want to show they are open-minded and our country is full of diverse people of all races, sexual orientation, and religion. He believes in diversity. It could work and be very successful. He is leaning towards option #3.

Commissioner Makin the First Amendment gives us the right to believe the way we want. After talking with residents in his District they believe in diversity. He also supports option #3.

Commissioner Olszewski asked for and received clarification from the City Attorney on option #3. Mr. Ardaman shared there would be a comprehensive data base for either option.

Motion by Commissioner Olszewski to adopt option #3 deleting the provision that allows the City of Winter Garden fire and police chaplains. Seconded by Commissioner Sharman.

City Attorney Ardaman read Resolution 15-04 by title only "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, REGARDING A CEREMONIAL, OPENING INVOCATION AND RECITATION OF THE PLEDGE OF ALLEGIANCE AT COMMISSION MEETINGS PRIOR TO OFFICIAL POLICYMAKING AND LEGISLATIVE FUNCTIONS; ADOPTING A POLICY OF NON-EXCLUSION AND SELECTION OF VOLUNTEER INVOCATION SPEAKERS AND A DIVERISTY OF VIEWPOINTS AND NON-EXCLUSION OF THOSE IN ATTENDANCE; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE".

Mayor Rees called for the vote. **Motion carried 4-1; Commissioner Buchanan opposed.**

9. **MATTERS FROM CITY MANAGER** – There were no items.

10. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Sharman thanked the District 4 voters and stated it was nice to get out and meet people.

The meeting adjourned at 7:35 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Kathy Golden, CMC

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Mike Bollhoefer, City Manager

Date: March 20, 2015 **Meeting Date:** March 26, 2015

Subject: Ordinance 15-30 creating a mechanism to transfer impact fee credits between properties

Issue: In order to encourage redevelopment of blighted areas, staff is recommending amending the code to allow property owners to transfer impact fee credits from the property being developed to another property owned by the same property owner. The Commission will have the authority to determine when and where these impact fee credit transfers will be allowed.

Staff recommendation: Motion to approve Ordinance 15-30 with the second reading on April 9, 2015.

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING DIVISION 2, ARTICLE II, CHAPTER 42 OF THE WINTER GARDEN CITY CODE; PROVIDING FOR THE TRANSFER OF ROAD IMPACT FEE CREDITS FROM CERTAIN PROPERTIES UNDER CERTAIN CIRCUMSTANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Garden desires to amend Division 2, Article II, Chapter 42 of its Code of Ordinances relating to road impact fees; and

WHEREAS, the City Commission of the City of Winter Garden finds it necessary to allow, in certain instances, for the transfer of road impact fee credits between properties in order to promote and enhance the health, safety and general welfare of the citizens, property owners and businesses of the City of Winter Garden by encouraging redevelopment of certain properties.

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

SECTION I: SECTION 42-58. Credits, is hereby amended to reflect the following changes (~~struckout text~~ indicates deletions while underlined text indicates additions):

- (a) An applicant shall be entitled to a credit against the road impact fee assessed pursuant to this division in an amount equal to the cost of off-site improvements, including on-site arterial roads serving other developments, and the cost of improvements to on-site roads which create excess capacity for general public traffic or contributions of land, money or services for off-site improvements contributed or previously contributed by the applicant or his predecessor in interest as a condition of any development agreement entered into with the city. Such credit shall be based on the following criteria:
 - (1) The actual cost or estimated cost of improvements, based on recent bid sheet information of the city or the county, of off-site related improvements by the applicant to the road system. Off-site improvements eligible for a credit are those improvements proposed for a building site which are required by the city to serve the building's external trips and general public traffic. Improvements not eligible for a credit are those necessary to serve internal trips or to provide safe and adequate ingress and egress, such as acceleration and deceleration lanes, turn lanes, traffic signals, paving of existing rights-of-way, or perimeter roads.
 - (2) The actual cost or estimated cost of improvements based on recent bid sheet information of the city or the county with respect to that portion of on-site roads which create excess capacity for general public traffic.

- (3) The contribution of land, money or services by the applicant for off-site improvements to the road system and for improvements to on-site roads which create excess capacity for general public traffic. The credit for land contribution will be based on pro rata share of the appraised land value of the parent parcel as determined by an M.A.I. appraiser selected and paid for by the applicant and approved by the city manager, or based on such other method as may be mutually agreed upon by the applicant and the city manager. If the city manager disagrees with the appraised value, the city may select and pay for another appraiser, and the credit shall be an amount equal to the average of the two appraisals.
- (4) Unless otherwise provided in a development agreement between the city and the applicant or his predecessors in title, no credit for contributions or donations made prior to the effective date of the ordinance from which this division derives shall be granted unless the cost of the improvements were paid for or the contributions were made within the two years prior to the effective date of the ordinance from which this division derives.
- (5) No credit shall exceed the amount of the road impact fee assessed under section 42-55, 42-56 or 42-57, unless specifically negotiated with the city commission.
- (6) Any credit issued shall take into account as an offset to the credit an amount equal to the impact fee imposed by section 42-55 multiplied by the number of permits issued on the effective date of the ordinance from which this division derives as if this division had been in effect at the time of issuance of such permits.
- (b) The amount of the credit shall be determined by the city manager; provided, however, the city manager's determination may be appealed to the city commission, whose decision shall be final and binding on the applicant.
- (c) Any credit issued pursuant to this section may be transferred by the applicant to any successor in interest of the property.
- (d) Road impact fee credits pertaining to property which credits are issued or exist pursuant to this Code may be transferred and applied, in whole or in part, to other property under the same ownership, if the City determines, that such transfer is necessary or appropriate to encourage the redevelopment of either the property from which or to which the credits are transferred in order to promote and enhance the physical, economic and societal environs on and surrounding either such property. Such transfer shall only be available and become effective if the City and property owner enter into a written agreement specifying the terms of such transfer. Transferred credits shall be treated the same as other credits under this section.
- ~~(d)~~ (e) Previous development agreements wherein voluntary road impact fees were specified and paid shall be binding as to any building permit already issued on land subject to the development agreement.

SECTION II: SECTION 42-60. Credits, is hereby amended to reflect the following changes (~~struckout text~~ indicates deletions while underlined text indicates additions):

- (a) The following improvements are required to pay road impact fees:
- (1) *New construction.* The constructions of all new buildings and additions to buildings (unless specially identified below as an exempt improvement).
 - (2) *Changes of use.* In the case of a change of use, redevelopment or modification of an existing building, structure or other land development activity, the impact fee shall be based upon the new increase in the impact fee for the new or proposed land development activity as compared to the existing or last previous land use or activity. Regarding increases in square footage, only the net additional square footage will be subject to additional road impact fees. All buildings constructed prior to the adoption of the city's initial road impact fee ordinance are exempt from this provision.
 - (3) *Demolition.* In the case of a demolition of an existing building or structure, the impact fee for future redevelopment shall be based upon the net increase in the impact fee for the new or proposed land development activity as compared to the land use or activity existing prior to demolition. Credit for the proper use shall not be transferable to another location.
 - (4) *Relocation of a building.* In the case of a relocation of a building or structure, an impact fee shall be assessed to the relocated building at its new location. Future redevelopment of the old location from which the building was removed will receive a credit against the impact fee assessed equal to the impact fee that would have been assessed against the relocated structure. Credits shall not be transferable to the new location.
 - (5) *Proof of occupancy.* In order to take advantage of subsection (2), (3) or (4) above and pay impact fees only for the net increase in development activity, the applicant shall provide reasonably sufficient evidence that the previous land use or activity was actually maintained on the site at any time during the five year period prior to the date of application for the new development approval. Such evidence may include proof of utility records, records for the use sought to be shown, or other documentation. Business Tax issuance is not of itself substantial proof.
- (b) *Exempt improvements.* The following shall be exempt from payment of the road impact fee:
- (1) Those buildings that have received a building permit prior to the effective date of Ordinance No. 89-68, the Interim Road Impact Fee Ordinance.
 - (2) Government owned and operated buildings used for general governmental purposes, including public schools.
 - (3) Buildings owned by a fraternal, benevolent, charitable, eleemosynary, philanthropic, altruistic, civic, community, veteran, educational or other nonprofit organization.
 - (4) Additions to or expansions of single-family residential buildings where the use is not changed from single-family usage.
 - (5) The construction of accessory buildings or structures.
 - (6) The replacement of a building, structure or residence with a similar building, structure or residence and with a similar land use.

- (7) Any building that serves the community interests for which the city commission deems the exemption from road impact fees is appropriate and serves a municipal purpose.

SECTION III: INCONSISTENCY. If any Ordinances or parts of Ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflict.

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

SECTION V: CODIFICATION. That Sections I and II of this Ordinance shall be codified and made a part of the City of Winter Garden Code of Ordinances; that the Sections of this Ordinance may be renumbered or relettered to accomplish such intention; the word “*Ordinance*” may be changed to “*Section*”, “*Article*”, or other appropriate word.

SECTION VI: This Ordinance shall become effective upon approval by the City Commission at its second reading.

FIRST READING: _____, 2015.

SECOND READING AND PUBLIC HEARING: _____, 2015.

APPROVED:

John Rees, Mayor/Commissioner

ATTESTED:

Kathy Golden, City Clerk

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: March 19, 2015

Meeting Date: March 26, 2015

Subject: 447 South Street
Billy Lott Property
Ordinance 15-22
Ordinance 15-23
Ordinance 15-24

PARCEL ID # 26-22-27-8110-02-079

Issue: The applicant is requesting Annexation, Future Land Use designation, and Zoning on property located at 447 South Street.

Discussion:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property consists of a parcel located on the northeast corner of 5th Street and South Street. The applicant has requested Annexation into the City, Initial Zoning of R-1, and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Low Density Residential (See attached Staff Report).

Recommended Action:

Staff recommends approval and adoption of Ordinance 15-22, Ordinance 15-23, and Ordinance 15-24.

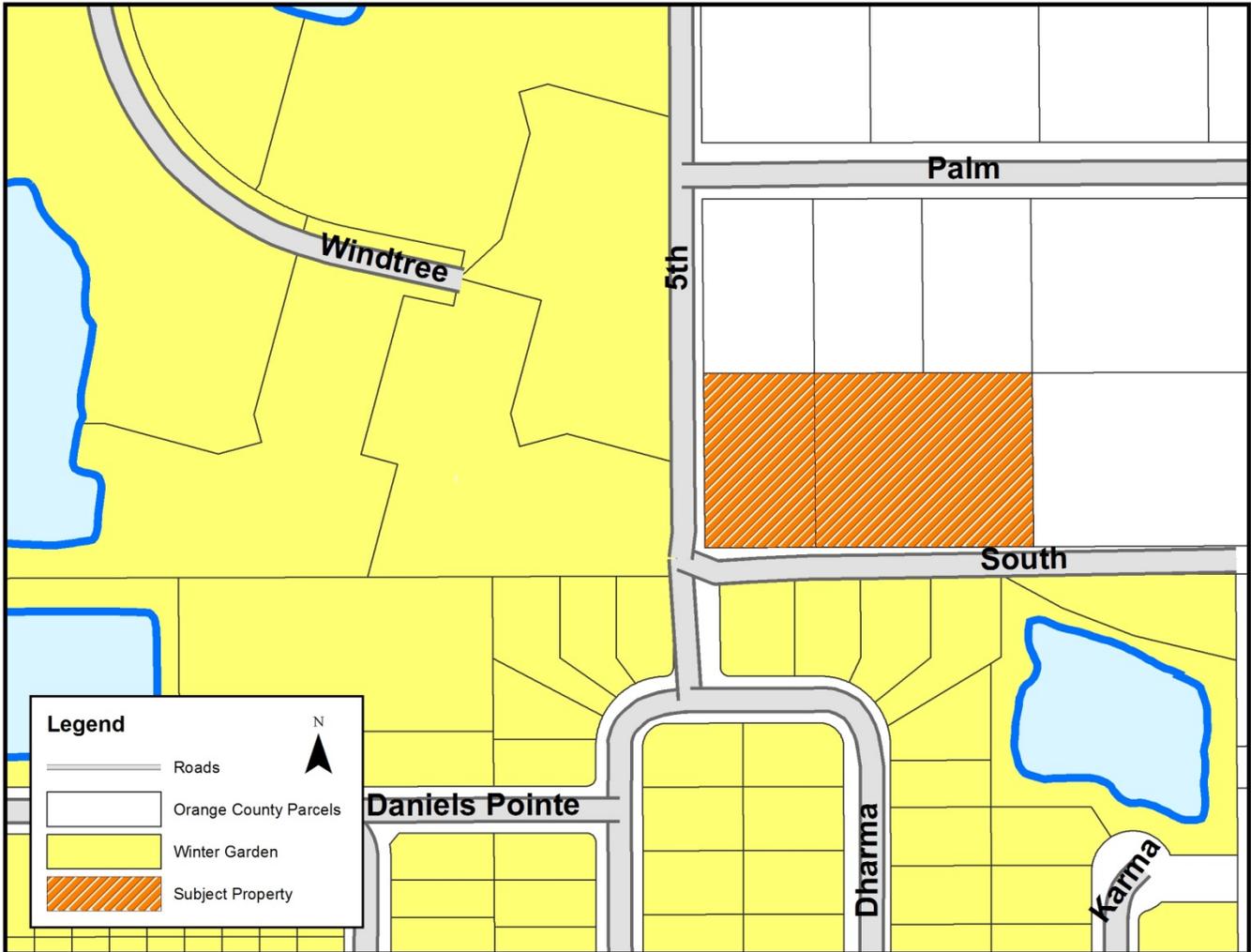
Attachment(s)/References:

Location Map
Ordinance 15-22
Ordinance 15-23
Ordinance 15-24
Staff Report

LOCATION MAP

447 & 483 South Street

Annexation, Future Land Use, Zoning



ORDINANCE 15-22

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.504 ± ACRES LOCATED AT 447 SOUTH STREET ON THE NORTHEAST CORNER OF 5TH STREET AND SOUTH STREET INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the land, generally described as approximately 0.504 ± acres located at 447 South Street on the northeast corner of 5th Street and South Street and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida ("City"), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

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

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

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

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

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

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

the time of the passage of such laws, ordinances, and resolutions.

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

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

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

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

FIRST READING AND PUBLIC HEARING: _____, 2015.

SECOND READING AND PUBLIC HEARING: _____, 2015.

ADOPTED this _____ day of _____, 2015, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 26-22-27-8110-02-079

DESCRIPTION:

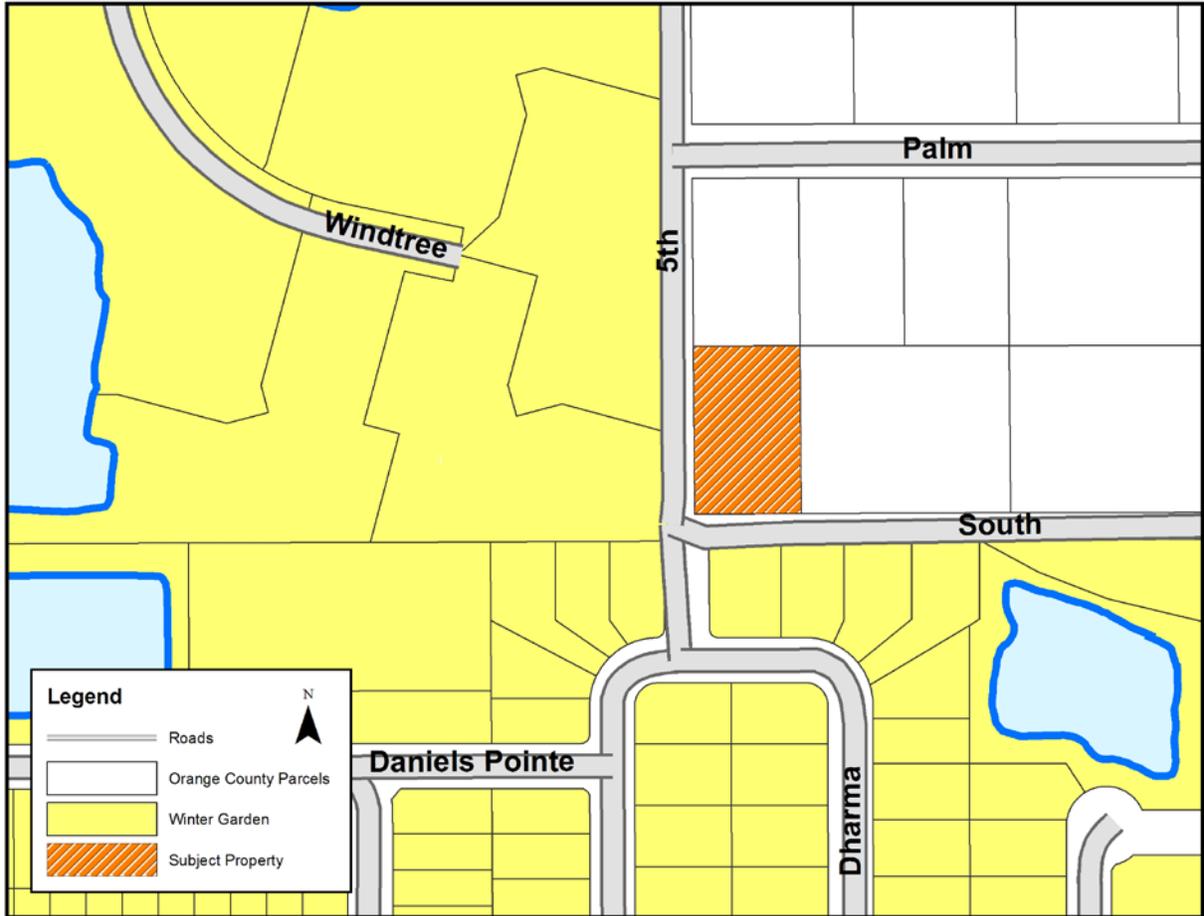
LOT 8, BLOCK B, G.T. SMITH SUBDIVISION NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 129, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 8, BLOCK B, G.T. SMITH SUBDIVISION NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 129, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°19'00" WEST 186.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89°53'30" EAST 118.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 00°19'00" EAST 185.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH 90°00'00" WEST 118.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.504 ACRES, MORE OR LESS.

ATTACHMENT "B"

LOCATION MAP

447 South Street



ORDINANCE 15-23

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 0.504 ± ACRES LOCATED AT 447 SOUTH STREET ON THE NORTHEAST CORNER OF 5TH STREET AND SOUTH STREET FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owner of that certain real property generally described as approximately 0.504 ± acres located at 447 South Street on the northeast corner of 5th Street and South Street, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Low Density Residential to City Low Density Residential; and

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

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

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

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 15-22, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the adopted Ordinance is in compliance.

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

FIRST READING AND PUBLIC HEARING: _____, 2015.

SECOND READING AND PUBLIC HEARING: _____, 2015.

ADOPTED this _____ day of _____, 2015, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 26-22-27-8110-02-079

DESCRIPTION:

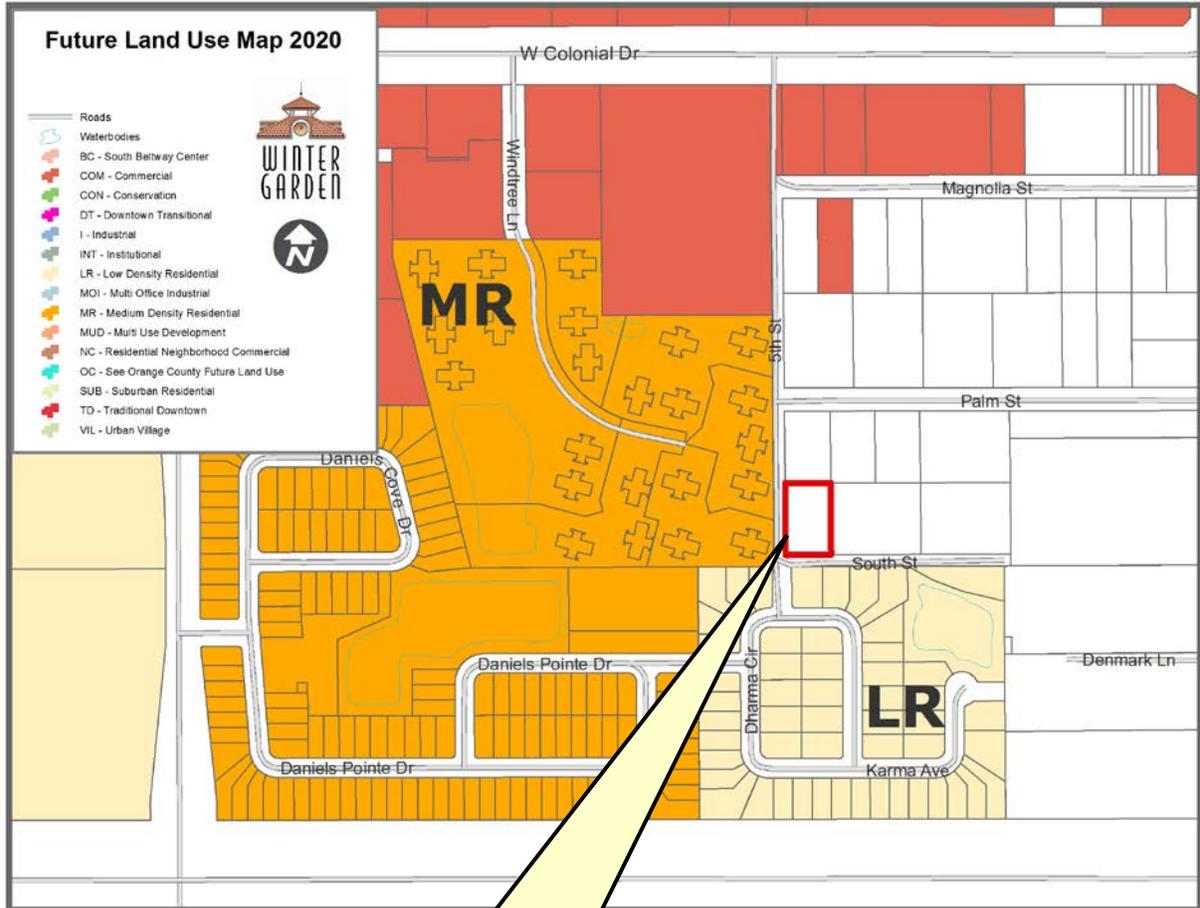
LOT 8, BLOCK B, G.T. SMITH SUBDIVISION NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 129, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 8, BLOCK B, G.T. SMITH SUBDIVISION NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 129, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°19'00" WEST 186.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89°53'30" EAST 118.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 00°19'00" EAST 185.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH 90°00'00" WEST 118.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.504 ACRES, MORE OR LESS.

ATTACHMENT "B"

FUTURE LAND USE MAP

447 South Street



Subject property changed from Orange County Low Density Residential to City Low Density Residential

ORDINANCE 15-24

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.504 ± ACRES LOCATED AT 447 SOUTH STREET ON THE NORTHEAST CORNER OF 5TH STREET AND SOUTH STREET FROM ORANGE COUNTY A-1 RURAL DISTRICT TO CITY R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 0.504 ± acres located at 447 South Street on the northeast corner of 5th Street and South Street, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County A-1 Rural District to the City's R-1 Single-Family Residential District zoning classification, therefore; and

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

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

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

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

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 15-23 which is an amendment to the

Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

FIRST READING AND PUBLIC HEARING: _____, 2015.

SECOND READING AND PUBLIC HEARING: _____, 2015.

ADOPTED this _____ day of _____, 2015, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 26-22-27-8110-02-079

DESCRIPTION:

LOT 8, BLOCK B, G.T. SMITH SUBDIVISION NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 129, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 8, BLOCK B, G.T. SMITH SUBDIVISION NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 129, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°19'00" WEST 186.10 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89°53'30" EAST 118.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 00°19'00" EAST 185.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH 90°00'00" WEST 118.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.504 ACRES, MORE OR LESS.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

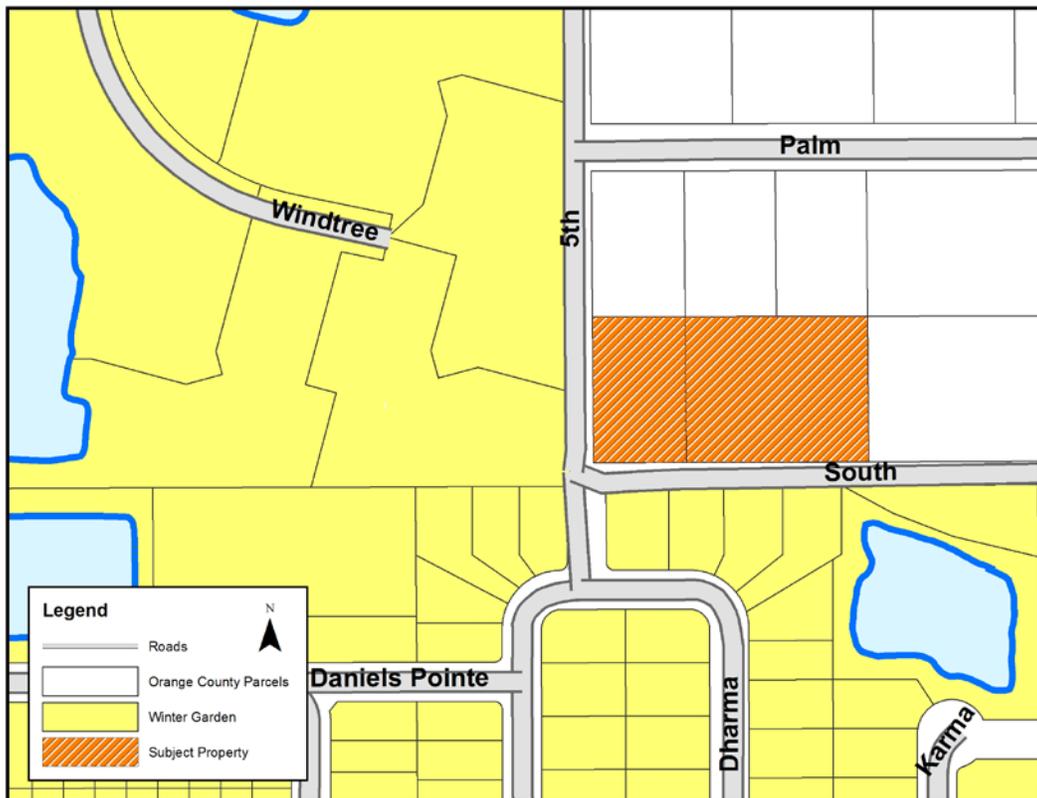
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, PLANNER II
DATE: FEBRUARY 26, 2015
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
447 & 483 SOUTH STREET (1.493 +/- ACRES)
PARCEL IDS #: 26-22-27-8110-02-079, 26-22-27-8110-02-080
APPLICANT: BILLY LOTT

INTRODUCTION

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

The subject property consists of two parcels located at 447 & 483 South Street, on the northeast corner of 5th Street and South Street and is approximately 1.493 ± acres in size. The map below depicts the proximity of the subject property to the City’s jurisdictional limits:



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

In accordance with the City’s Comprehensive Plan, properties designated with the Low Density Residential land use category are required to be developed at a gross residential density between 2 to 6 dwelling units per gross acre and up to 9 units per gross acre for workforce/low income housing with a maximum of 10 acres and will be identified on the Future Land Use Map only in areas that have the urban services and public facilities that can accommodate a higher density of residential housing. Factors in determining the location of this land use category included proximity to natural resources and urban services, availability of public facilities and the characteristics of nearby existing and future neighborhoods. Churches and schools are allowable uses in the Low Density areas that are zoned R-2 and in specified areas of PUDs and via a Special Exception Permit in all other allowable zoning classifications. The zoning classifications that are consistent with the Low Density Residential classification are PUD, R-1A, R-1, R-2, R-1B, and INT.

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

EXISTING USE

The subject property currently contains two single family houses, featuring one single family house per parcel.

ADJACENT LAND USE AND ZONING

There are three properties located to the north of the subject property, each containing a single family residence, zoned A-1, and located in Unincorporated Orange County. The property located to the east is a vacant parcel zoned A-1 and located in Orange County. To the south is the Daniels Crossing Phase 3 subdivision, which features single family houses. These properties are zoned PUD and are located within the City of Winter Garden’s jurisdictional limits. The property to the west of the subject property is the Windtree Gardens subdivision, which is developed with multi-unit condominium buildings, zoned R-3, and is located in Winter Garden.

PROPOSED USE

The applicant intends to annex the subject property in order to connect the existing residences to City water and sewer services.

PUBLIC FACILITY ANALYSIS

The City will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents. The property will be served by both Orange County

Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

SUMMARY

Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City of Winter Garden’s Comprehensive Plan to eliminate enclaves. City Staff recommends approval of the proposed Ordinances.

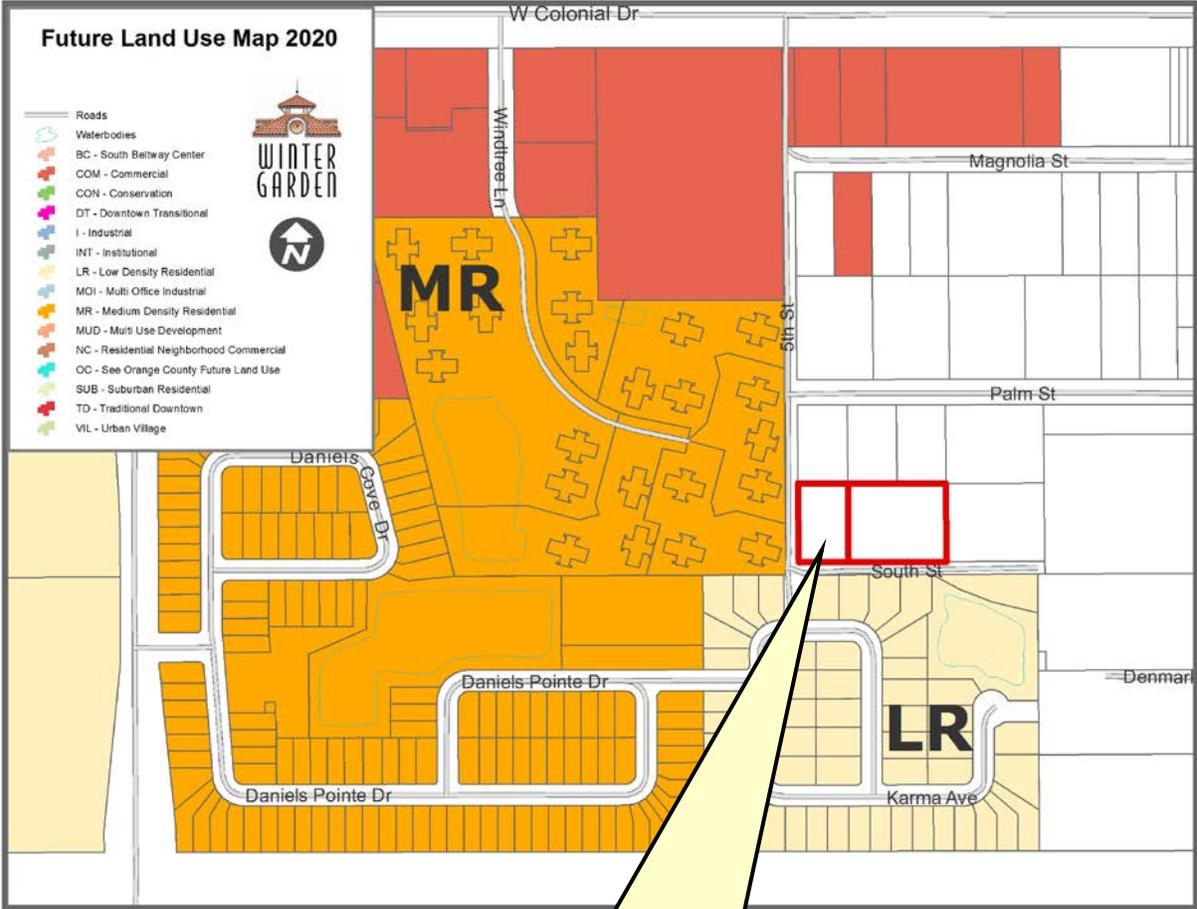
AERIAL PHOTO

447 & 483 South Street



FUTURE LAND USE MAP

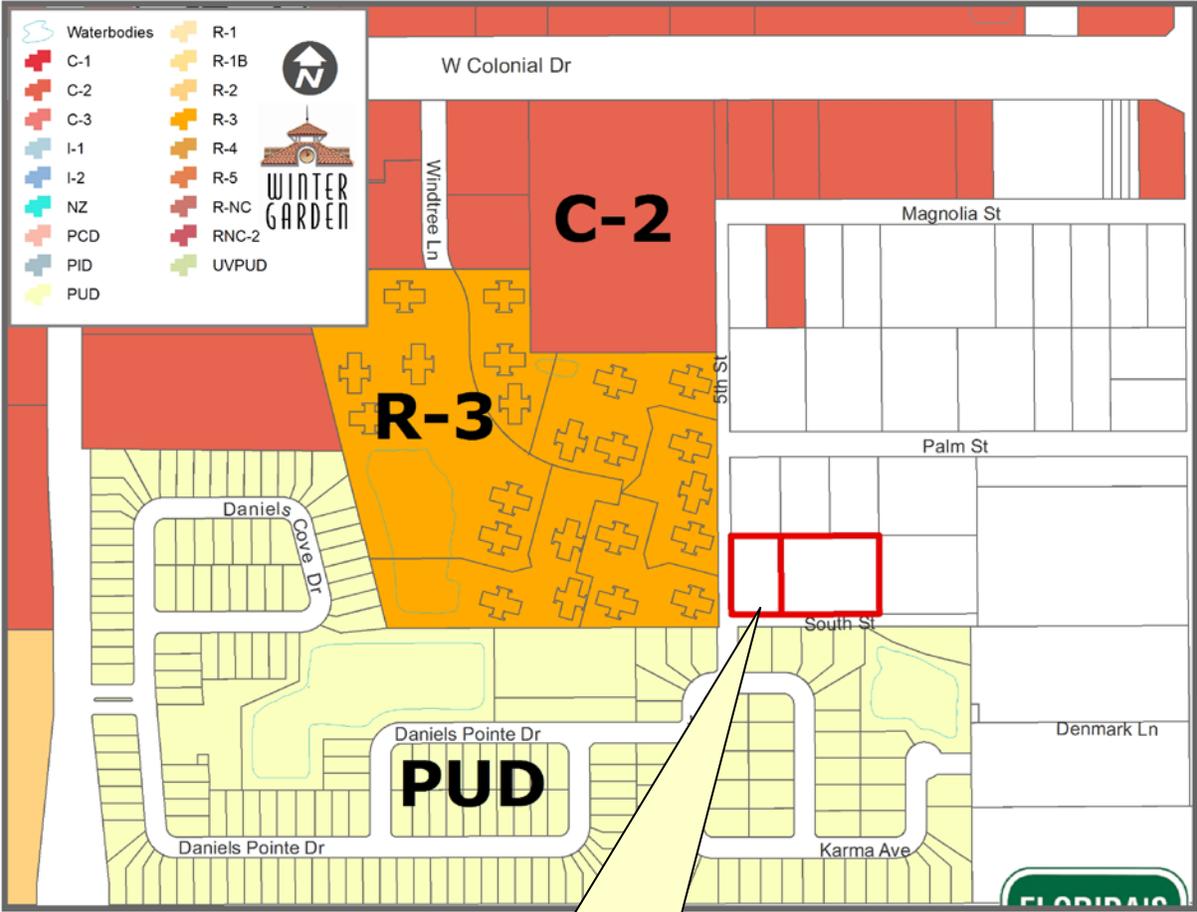
447 & 483 South Street



Subject property changed from Orange County Low Density Residential to City Low Density Residential

ZONING MAP

447 & 483 South Street



Subject property changed from
Orange County A-1 to City R-1

END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: March 19, 2015

Meeting Date: March 26, 2015

Subject: 483 South Street
Billy Lott Property
Ordinance 15-25
Ordinance 15-26
Ordinance 15-27

PARCEL ID # 26-22-27-8110-02-080

Issue: The applicant is requesting Annexation, Future Land Use designation, and Zoning on property located at 483 South Street.

Discussion:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property consists of a parcel located on the north side of South Street, east of 5th Street and south of Palm Street. The applicant has requested Annexation into the City, Initial Zoning of R-1, and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Low Density Residential (See attached Staff Report).

Recommended Action:

Staff recommends approval and adoption of Ordinance 15-25, Ordinance 15-26, and Ordinance 15-27.

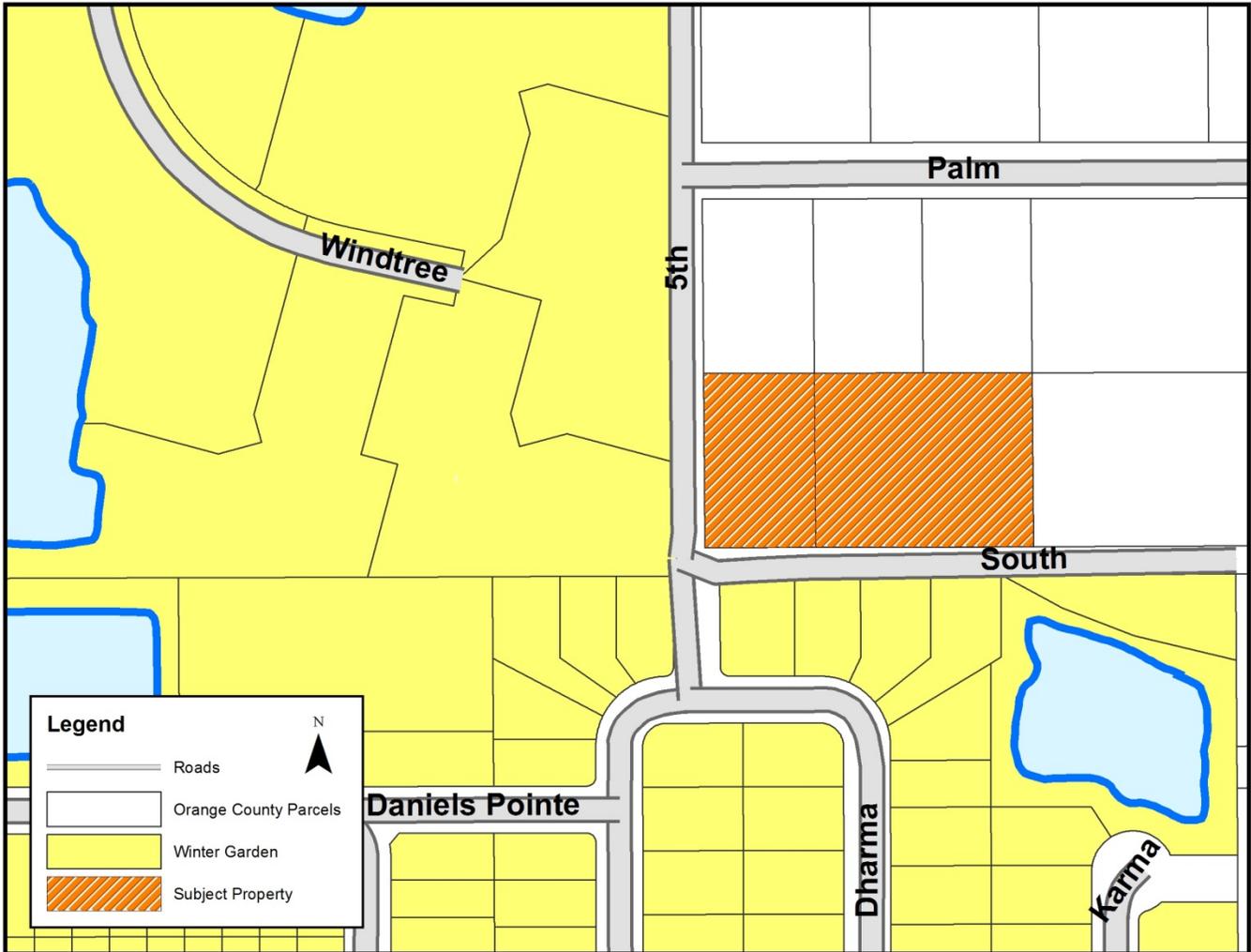
Attachment(s)/References:

Location Map
Ordinance 15-25
Ordinance 15-26
Ordinance 15-27
Staff Report

LOCATION MAP

447 & 483 South Street

Annexation, Future Land Use, Zoning



ORDINANCE 15-25

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.989 ± ACRES LOCATED AT 483 SOUTH STREET ON THE NORTH SIDE OF SOUTH STREET, EAST OF 5TH STREET AND SOUTH OF PALM STREET INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the land, generally described as approximately 0.989 ± acres located at 483 South Street on the north side of South Street, east of 5th Street and south of Palm Street and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida (“City”), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

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

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

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

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

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

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

the time of the passage of such laws, ordinances, and resolutions.

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

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

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

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

FIRST READING AND PUBLIC HEARING: _____, 2015.

SECOND READING AND PUBLIC HEARING: _____, 2015.

ADOPTED this _____ day of _____, 2015, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 26-22-27-8110-02-080

DESCRIPTION:

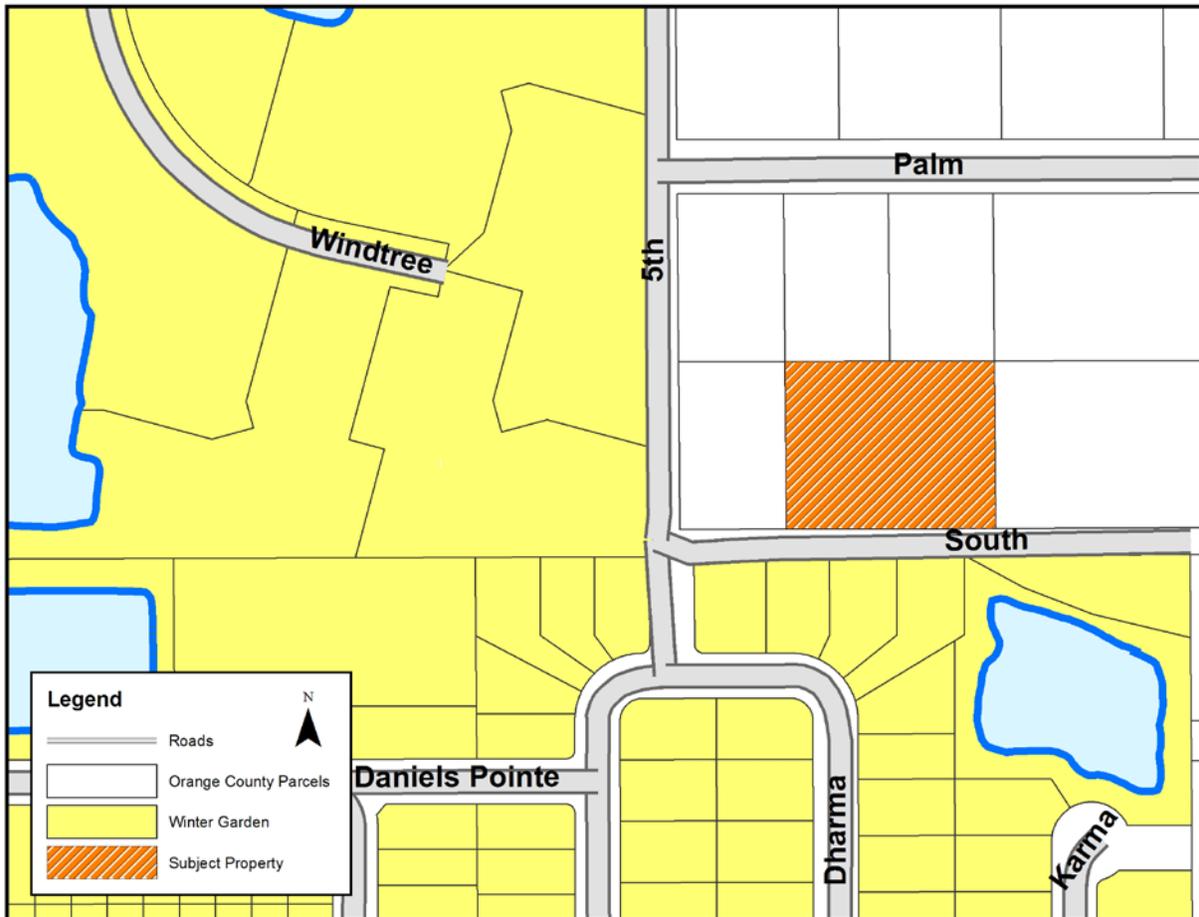
LOTS 9 AND 10, BLOCK B, G.T. SMITH SUBDIVISION NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 129, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK B, G.T. SMITH SUBDIVISION NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 129, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 90°00'00" EAST 118.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9 AND THE POINT OF BEGINNING; THENCE RUN NORTH 00°19'00" WEST 185.88 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 89°53'30" EAST 232.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 00°19'00" EAST 185.44 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTH 90°00'00" WEST 232.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.989 ACRES, MORE OR LESS.

ATTACHMENT "B"

LOCATION MAP

483 South Street



ORDINANCE 15-26

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 0.989 ± ACRES LOCATED AT 483 SOUTH STREET ON THE NORTH SIDE OF SOUTH STREET, EAST OF 5TH STREET AND SOUTH OF PALM STREET FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owner of that certain real property generally described as approximately 0.989 ± acres located at 483 South Street on the north side of South Street, east of 5th Street and south of Palm Street, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Low Density Residential to City Low Density Residential; and

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

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

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

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 15-25, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the adopted Ordinance is in compliance.

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

FIRST READING AND PUBLIC HEARING: _____, 2015.

SECOND READING AND PUBLIC HEARING: _____, 2015.

ADOPTED this _____ day of _____, 2015, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 26-22-27-8110-02-080

DESCRIPTION:

LOTS 9 AND 10, BLOCK B, G.T. SMITH SUBDIVISION NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 129, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK B, G.T. SMITH SUBDIVISION NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 129, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 90°00'00" EAST 118.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9 AND THE POINT OF BEGINNING; THENCE RUN NORTH 00°19'00" WEST 185.88 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 89°53'30" EAST 232.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 00°19'00" EAST 185.44 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTH 90°00'00" WEST 232.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.989 ACRES, MORE OR LESS.

ORDINANCE 15-27

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.989 ± ACRES LOCATED AT 483 SOUTH STREET ON THE NORTH SIDE OF SOUTH STREET, EAST OF 5TH STREET AND SOUTH OF PALM STREET FROM ORANGE COUNTY A-1 RURAL DISTRICT TO CITY R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 0.989 ± acres located at 483 South Street on the north side of South Street, east of 5th Street and south of Palm Street, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County A-1 Rural District to the City's R-1 Single-Family Residential District zoning classification, therefore; and

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

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

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

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

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 15-26 which is an amendment to the

Future Land Use Map of the City of Winter Garden Comprehensive Plan that allows the property described herein to be zoned as provided in this Ordinance.

FIRST READING AND PUBLIC HEARING: _____, 2015.

SECOND READING AND PUBLIC HEARING: _____, 2015.

ADOPTED this _____ day of _____, 2015, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 26-22-27-8110-02-080

DESCRIPTION:

LOTS 9 AND 10, BLOCK B, G.T. SMITH SUBDIVISION NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 129, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK B, G.T. SMITH SUBDIVISION NO. 7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 129, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 90°00'00" EAST 118.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9 AND THE POINT OF BEGINNING; THENCE RUN NORTH 00°19'00" WEST 185.88 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 89°53'30" EAST 232.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 00°19'00" EAST 185.44 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTH 90°00'00" WEST 232.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.989 ACRES, MORE OR LESS.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

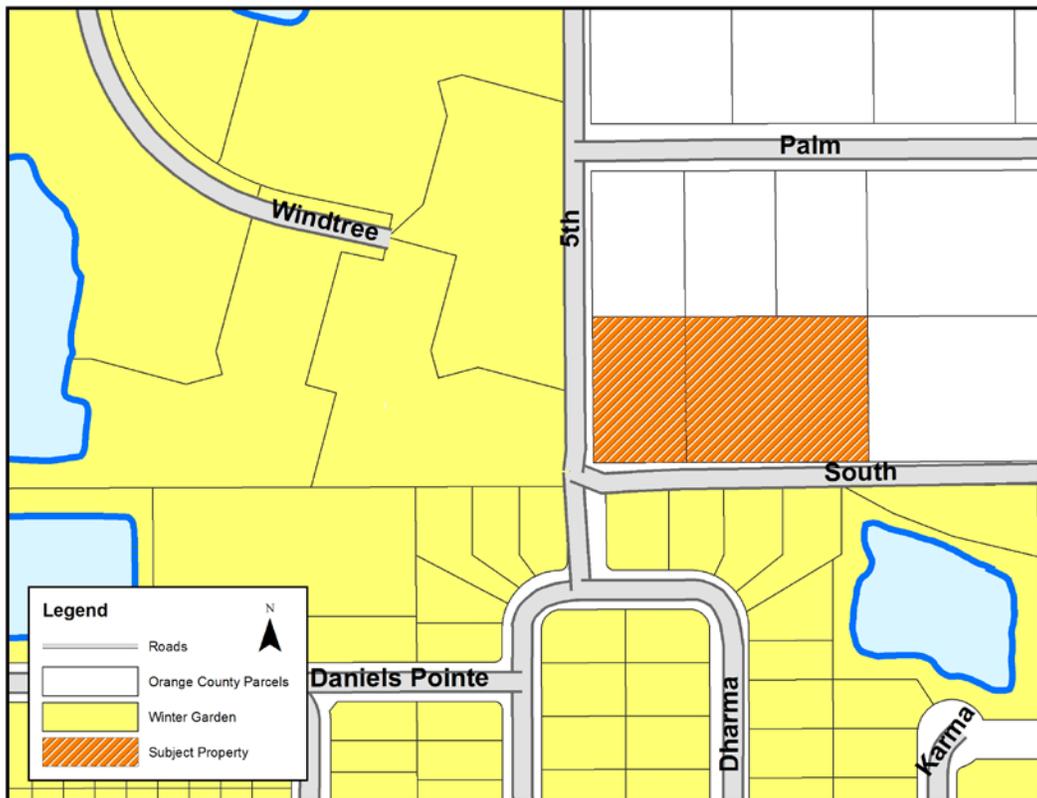
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, PLANNER II
DATE: FEBRUARY 26, 2015
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
447 & 483 SOUTH STREET (1.493 +/- ACRES)
PARCEL IDS #: 26-22-27-8110-02-079, 26-22-27-8110-02-080
APPLICANT: BILLY LOTT

INTRODUCTION

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

The subject property consists of two parcels located at 447 & 483 South Street, on the northeast corner of 5th Street and South Street and is approximately 1.493 ± acres in size. The map below depicts the proximity of the subject property to the City’s jurisdictional limits:



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

In accordance with the City’s Comprehensive Plan, properties designated with the Low Density Residential land use category are required to be developed at a gross residential density between 2 to 6 dwelling units per gross acre and up to 9 units per gross acre for workforce/low income housing with a maximum of 10 acres and will be identified on the Future Land Use Map only in areas that have the urban services and public facilities that can accommodate a higher density of residential housing. Factors in determining the location of this land use category included proximity to natural resources and urban services, availability of public facilities and the characteristics of nearby existing and future neighborhoods. Churches and schools are allowable uses in the Low Density areas that are zoned R-2 and in specified areas of PUDs and via a Special Exception Permit in all other allowable zoning classifications. The zoning classifications that are consistent with the Low Density Residential classification are PUD, R-1A, R-1, R-2, R-1B, and INT.

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

EXISTING USE

The subject property currently contains two single family houses, featuring one single family house per parcel.

ADJACENT LAND USE AND ZONING

There are three properties located to the north of the subject property, each containing a single family residence, zoned A-1, and located in Unincorporated Orange County. The property located to the east is a vacant parcel zoned A-1 and located in Orange County. To the south is the Daniels Crossing Phase 3 subdivision, which features single family houses. These properties are zoned PUD and are located within the City of Winter Garden’s jurisdictional limits. The property to the west of the subject property is the Windtree Gardens subdivision, which is developed with multi-unit condominium buildings, zoned R-3, and is located in Winter Garden.

PROPOSED USE

The applicant intends to annex the subject property in order to connect the existing residences to City water and sewer services.

PUBLIC FACILITY ANALYSIS

The City will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents. The property will be served by both Orange County

Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

SUMMARY

Annexation will provide a more efficient delivery of services to the property and further the goals and objectives of the City of Winter Garden’s Comprehensive Plan to eliminate enclaves. City Staff recommends approval of the proposed Ordinances.

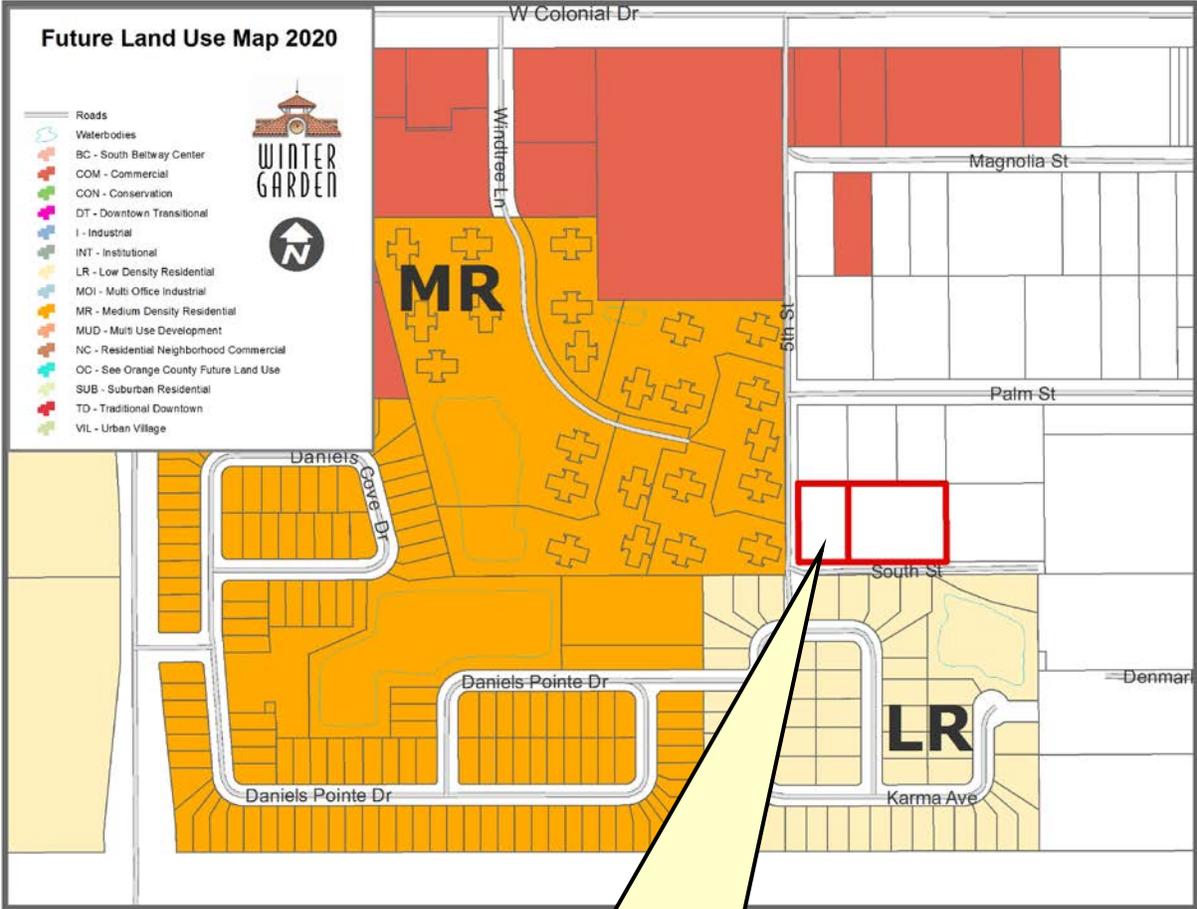
AERIAL PHOTO

447 & 483 South Street



FUTURE LAND USE MAP

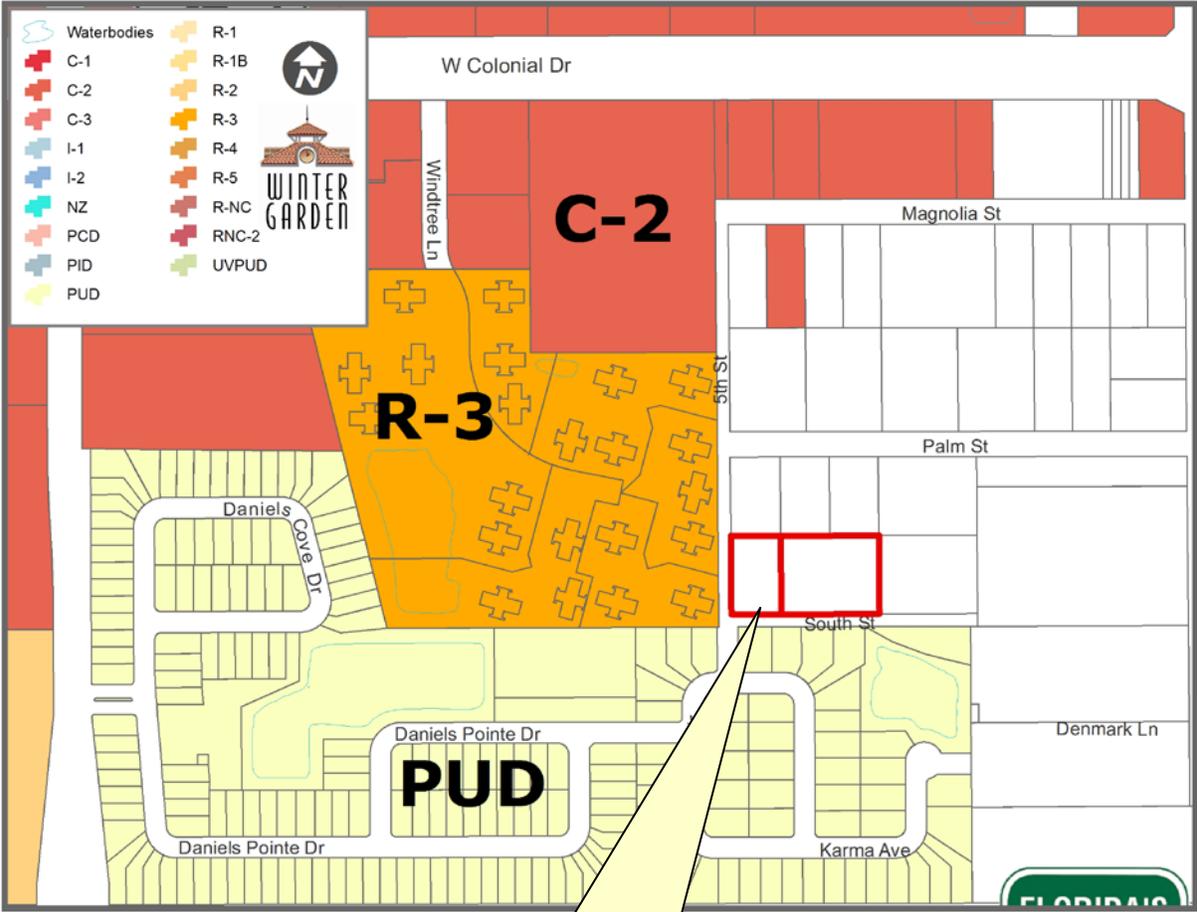
447 & 483 South Street



Subject property changed from Orange County Low Density Residential to City Low Density Residential

ZONING MAP

447 & 483 South Street



Subject property changed from Orange County A-1 to City R-1

END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: **March 20, 2015**

Meeting Date: March 26, 2015

Subject: Re-Plat
Oakland Park Phase 1A
1212, 1218, 1236 & 1242 Union Club Drive

Issue: Consideration of the re-platting of 4 single family residential lots in a 0.98+/- acre portion of Phase 1A of the Oakland Park subdivision.

Discussion:

The applicant is requesting approval the Re-Plat of 4 lots in 0.98+/- acres of the Oakland Park subdivision Phase 1A in order to make the lakefront lots more consistent in size. 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:

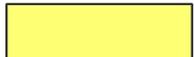
Staff recommends approval of the Oakland Park Phase 1A Re-Plat.

Attachments/References:

Location Map
Oakland Park Phase 1A Re-Plat



Legend

-  Roads
 -  Orange County Parcels
 -  Winter Garden
 -  Subject Property
- N 

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: March 20, 2015

Meeting Date: March 26, 2015

Subject: OAK TRAIL SUBDIVISION
DEVELOPER'S AGREEMENT
PARCEL ID# 12-22-27-0000-00-005
PARCEL ID# 12-22-27-0000-00-074

Issue: Approval of the Oak Trail Developer's Agreement.

Recommended Action:

Staff recommends approval of the Oak Trail Developer's Agreement.

Attachment(s)/References:

Oak Trail Developer's Agreement

This Instrument Prepared by and Return to:

Daniel W. Langley
Fishback, Dominick, Bennett, Ardaman,
Ahlers, Langley & Geller LLP
1947 Lee Road
Winter Park, Florida 32789-1834

Tax Parcel Numbers: 12-22-27-0000-00-005
12-22-27-0000-00-074

OAK TRAIL
DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT (the "**Agreement**") is made this ____ day of _____, 2015, by and among the CITY OF WINTER GARDEN, a Florida municipal corporation (the "**City**"), and GILKEY FX, LLC, a Florida limited liability company whose address is 9220 Bonita Beach Rd SE, Suite 206, Bonita Springs, Florida 34135-4231 (the "**Developer**").

RECITALS:

- A. Developer is the fee simple Developer of that certain real property generally located on and north of East Fullers Cross Road and west of East Crown Point Road in Winter Garden, Orange County, Florida, being more particularly described on **Exhibit "A"** (the "**Subject Property**"); and
- B. The Subject Property is zoned R-1; and
- C. Developer shall comply with all provisions of the City's Code of Ordinances and conditions of development orders and approvals in the development of the Subject Property; and
- D. Developer desires to develop the Subject Property as a residential subdivision to be known as Oak Trail consisting of a total of not more than 26 residential single-family units and related amenities and infrastructure (the "**Project**"); and
- E. Development of the Project remains subject to certain approvals by the City, including, but not limited to, final plat approval, and issuance of building permits, certificates of occupancy and certificates of completion; and
- F. Developer acknowledges that there are inadequate public facilities, infrastructure and services existing at this time to adequately serve the Project and, therefore, the Developer will need to provide certain public facilities, infrastructure and services for the Subject Property, as shown on the approved preliminary subdivision plans and approved construction plans, perform certain obligations and provide for certain mitigation of impacts of such development in order to comply with the City's Code of Ordinances, Comprehensive Plan, regulations, policies and state law; and
- G. Developer acknowledges that construction of the improvements and 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; and

- H. This Agreement is not a statutory development agreement pursuant to Chapter 163, Florida Statutes (Florida Local Government Development Agreement Act), and is being entered into by the City pursuant to the City's home rule authority and as a condition of the development orders for the Project; and
- I. Pursuant to the Code of Ordinances, Developer is required to cause the installation, construction and extension of all public utility mainlines and other infrastructure to adequately serve the Project and the development of the Subject Property based on minimum design requirements established by the City; and,
- J. The City and the Developer desire to enter into this Agreement to memorialize certain promises, agreements, covenants and expectations pertaining to the development of the Project and Subject Property and other matters as provided for herein.

NOW, THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 City Code of Ordinance requirements, the preliminary plat, final plat subdivision construction plans and other development orders and permits for the Project and Subject Property, including the conditions of such development orders, approvals and permits.

3. Utilities.

(a) The development of the Subject Property must connect to the City's potable water, reclaimed water, and wastewater facilities at the Developer's expense. Minimum 8" potable water (internal), 6" reuse water (internal), and minimum 4" sanitary force (internal) main are required ("**Utility Mains**"). Utility Mains shall be installed to be extended, at Developers' expense, from existing stubouts in East Fullers Cross Road to the Subject Property and along the full road frontage of the Subject Property in accordance with City's Code of Ordinances. Potable water and reuse lines shall be internally looped and connected into the existing stubouts in East Fullers Cross Road. All of the City's Code of Ordinance requirements and specifications concerning Utility Mains and utility connections and all of the City's Code requirements and specifications concerning solid waste collection apply to the Subject Property and development thereof. Upon completion of the Utility Mains, the Developer shall have the City Engineer inspect such improvements, obtain a certificate of completion from the City Engineer for such improvements and as a condition precedent to receiving a certificate of completion Developer shall execute and deliver to the City: (i) invoices for construction costs of the Utility Mains, (ii) a two (2) year maintenance bond or irrevocable letter of credit in an amount equal to 20 percent of the Utility Mains construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) the design engineer of record certification to the City that the Utility Mains have been completed in accordance with approved design plans, and (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor's warranties, if any, for the for the Utility Mains. The Utility Mains shall be deemed completed upon Developer satisfying all of the conditions of this

subsection ("Utility Mains Completion"). No certificates of occupancy shall be issued for any part of the Project until the occurrence of the Utility Mains Completion. Upon the occurrence of Utility Mains Completion, the City will take over ownership, operation and maintenance of the Utility Mains.

(b) Prior to and as a condition precedent to receipt of a certificate of completion from the City Engineer for sewer, water and reclaimed water utility lines internal to and extended in support of the Project (the "**Internal Utility Lines**") and before issuance of any certificates of occupancy for any dwelling units for the Project, Developer shall execute and deliver to the City: (i) invoices for construction costs of such Internal Utility Lines, (ii) a two (2) year maintenance bond or irrevocable letter of credit in an amount equal to 20 percent of the Internal Utility Lines construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) the design engineer of record provides a certification to the City that the Internal Utility Lines have been completed in accordance with approved design plans, and (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and assignment of contractor warranties, if any, for the Internal Utility Lines. The Internal Utility Lines shall be deemed completed upon Developer satisfying all of the conditions of this subsection ("**Internal Utilities Lines Completion**"). No certificates of occupancy shall be issued for any part of the Project until the occurrence of Internal Utilities Lines Completion. Upon the occurrence of Internal Utilities Lines Completion, the City will take over ownership, operation and maintenance responsibility of the Internal Utility Lines.

(c) Developer shall control all aspects of the construction and installation of the Utility Mains and Internal Utility Lines and shall select and hire any independent contractors to complete the work as it shall determine. The parties acknowledge that the design, permitting, installation and construction of the Utility Mains and Internal Utility Lines is an obligation of the Developer and that the Developer desires to assume such obligation for its own purposes and benefit and provide for its design, permitting, installation and construction as part of this Agreement.

(d) Developer shall obtain water and sewer capacity through the City's established reservation procedures.

(e) Developer shall provide the design, permitting and construction of reclaimed (reuse) water systems throughout the development for future service and meter connection in accordance with the applicable City Codes. This reclaimed system may initially be supplied by the City's potable water, and will be supplied in the future with reclaimed water.

(f) Nothing in this Agreement is intended to relieve or release third parties from their obligations under the City Code of Ordinances and applicable development orders and developer's agreements with the City concerning fair share contributions, utility extension and oversizing, road improvements and other infrastructure improvements.

4. Lift Station. Prior to the issuance of any certificate of occupancy related to any building associated with the Project, the Developer shall design, permit, locate and install, and construct, in accordance with City regulations, a lift station of a size and capacity and in a location required by conditions of development approvals to accommodate the anticipated sanitary sewer flow requirements of the Project (the "**Lift Station**"). Upon completion of the Lift Station, the City Engineer shall inspect such improvements, and Developer shall seek to obtain a certificate of completion from the City Engineer for such improvements. As a condition precedent to receiving such certificate of completion, Developer shall execute and deliver to the

City: (i) invoices for construction costs of the Lift Station, (ii) a 2 year maintenance bond or irrevocable letter of credit in an amount equal to 20 percent of the Lift Station construction costs (construction cost amount to be approved by City Engineer) and in a form approved by the City Attorney, (iii) the design engineer of record provides a certification to the City that the Lift Station has been completed in accordance with approved designed plan, (iv) a bill of sale, release of liens from contractors, subcontractors, materialmen and laborers, and contractor warranties, if any, for the Lift Station after the City Engineer certifies that the Lift Station is properly constructed, (v) a warranty deed conveying the area on which the Lift Station is located (the "Lift Station Tract"), free and clear of all encumbrances not reasonably unacceptable to the City, to the City after the City Engineer certifies that the Lift Station is properly constructed, and (vi) access easement in favor of the City for ingress and egress to and from the Lift Station Tract. The Lift Station shall be deemed completed upon Developer satisfying all of the conditions of this Section 4 ("**Lift Station Completion**"). No certificates of occupancy shall be issued for any part of the Project until the occurrence of Lift Station Completion. Upon the occurrence of the Lift Station Completion, the City will take over ownership, operation and maintenance responsibility for the Lift Station.

5. Traffic Signal Fair Share Payment. A traffic study ("traffic study") for the intersection of Fullers Cross Road and East Crown Point Road was performed by Luke Transportation Engineering Consultants in conjunction with the Project that measured traffic flows through such intersection and the traffic generated from the proposed development of the Subject Property and other surrounding development. Based on the traffic study, a traffic signal is warranted at the Fullers Cross Road and East Crown Point Road intersection, and the Project generates approximately 5.03% of the daily trips that warrant the need for the traffic signal and related mast arm improvements ("Traffic Signal Improvements"). Developer shall be required to pay 5.03% of the Traffic Signal Improvements costs, which is the Project's proportionate share of such cost based on daily average trips generated by the development of the Subject Property as measured by the traffic study ("Traffic Signal Fair Share"). The estimated cost of the Traffic Signal Improvements is \$250,000.00, which based on such number the estimated Traffic Signal Fair Share amount is \$12,575.00. The Traffic Signal Fair Share payment shall be made by the Developer to the City prior to the Subject Property/Project obtaining its first building permit for any dwelling unit.

6. Plan Approval. The City shall have final approval of all plans, calculations, designs, locations and specifications for the foregoing Utility Mains, Lift Station and Internal Utility Lines as defined herein (hereinafter collectively referred to as the "Public Infrastructure Improvements"). The Developer acknowledges and agrees that its design, permitting, installation and construction of the Public Infrastructure Improvements are proportionate to the impacts of the development of the Subject Property and that such improvements provide a direct benefit to the Subject Property. Except as otherwise extended by the City, once the Developer commences construction of the Public Infrastructure Improvements, such improvements shall be completed no more than 365 days from the commencement of construction, unless a shorter period of time is required by applicable permits, then such shorter period shall apply.

7. Dedications/Conveyances. It is an express condition of this Agreement and a condition of approval of final plat for the Project that, Developer shall convey or caused to be conveyed to the City fee simple title or dedicate to the City certain real property to be identified on the final plat. Any dedications and/or conveyances to the City required under this Agreement or as part of final plat approval shall be dedicated and/or conveyed, as applicable (warranty deed), unencumbered by any lien, mortgage, easement or any other encumbrance or restriction

not reasonably unacceptable to the City. Developer hereby indemnifies and holds the City harmless from any and all claims, damages, penalties, fines, attorneys' fees (at appellate and trial levels), costs, including but not limited to clean-up costs and other matters arising out of or any way related to environmental pollution and contamination on any and all real property interest granted, dedicated, gifted, and otherwise conveyed by the Developer to the City, but excluding any environmental pollution or contamination that occurs after the date of such conveyance unless such environmental pollution or contamination is caused by Developer.

8. Internal Sidewalks. Sidewalks shall be constructed in the manner set forth in the Code of Ordinances, Project development order conditions and the conditions of any certificate of completion. Prior to the issuance of a certificate of occupancy related to any residential unit associated with the Project, the Developer shall cause its builders to construct sidewalks (and/or replace or repair damaged sidewalks) in accordance with the approved construction plans along the internal street in front of the particular residential dwelling for which a certificate of occupancy is sought.

9. Performance Bond. Prior to final plat approval for the first phase of the Project, if Public Infrastructure Improvements or any other improvements intended to be public or accepted by the city for ownership or maintenance are not then completed, Developer shall, as a condition precedent to obtaining final plat approval, provide or shall cause its contractor to provide to the City a performance bond or irrevocable letter of credit, acceptable to and in favor of the City in an amount which is one hundred twenty percent (120%) of the total design, permitting and construction costs of such uncompleted improvements and which bond or irrevocable letter of credit shall be subject to approval by the City Attorney and City Engineer.

10. Community Subdivision Infrastructure Improvements. Developer shall provide all bonds covering the community subdivision infrastructure improvements required by the City's Code of Ordinances, as such may be amended from time to time. Community subdivision infrastructure improvements include stormwater systems, roadways, gates, walls, streetlights, sidewalks and other subdivision infrastructure improvements to be ultimately owned or maintained by the homeowners' association for the Subject Property/Project. The Developer shall have account funding and maintenance responsibility for the community subdivision infrastructure improvements until homeowners' association turnover occurs as set forth in Chapter 110, City of Winter Garden Code of Ordinances. Until turnover of the HOA occurs, Developer shall ensure that HOA accounts concerning the operation, replacement, repair and maintenance of community subdivision infrastructure improvements shall be established and adequately funded in accordance with the requirements of Chapter 110, City of Winter Garden Code of Ordinances, as such may be amended from time to time.

11. 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 City Code, City resolutions and other requirements pertaining to the use and development of the Subject Property.

12. Indemnity. 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.

13. 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.

14. 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

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

Developer: GILKEY FX, LLC
Attn: Dennis E. Gilkey
9220 Bonita Beach Rd SE, Ste 206
Bonita Springs, Florida 34135-4231

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

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

16. 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.

17. 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.

18. 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 Developer shall remain responsible for the performance of its obligations under this Agreement in the event of assignment of this Agreement and/or the conveyance or transfer of the Subject Property unless Developer obtains a release from the City; such requested release will not be unreasonably withheld if Developer is not in default of this Agreement and the City has reasonable assurance that the Developer's obligations hereunder will be satisfied by the proposed assignee of this Agreement and proposed Developer of the Subject Property. In the event all obligations under this Agreement have been completed, no such approval from the City shall be required. Excluding the City, homeowner's association and any homeowner who is conveyed a lot within the Project after a certificate of occupancy is issued for a dwelling unit on such lot, Developer and all transferees, transferor, grantees, grantors, assignees and assignors relating to the Subject Property are jointly and severally liable for the Developer's obligations under 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.

19. 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 City's Code of Ordinances and subject to any conditions of approval thereof. Nothing in this Agreement shall constitute or be deemed to constitute a limitation, restriction or any other type of waiver of 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. This Agreement is not intended to be a statutory development agreement.

20. Rights-of-Way. The City shall be under no obligation to condemn any rights-of-way, easement or other property rights for the construction of the Project or for any of Developer's obligations provided for herein.

21. Impact Fees.

(a) Transportation Impact Fees. Transportation impact fees shall be paid at rates applicable within the City at the time of building permit issuance. The Developer and the Project shall not receive any compensation or impact fee credits for the transportation-related obligations of the Developer provided in this Agreement or other development orders.

(b) Water and Sewer Impact Fees. Water and sewer impact fees shall be paid in accordance with the City of Winter Garden Code of Ordinances.

(c) Police, Fire and Parks/Recreation Services Impact Fees. Applicants for building permits within the Subject Property shall comply with the City Code, as it may from time to time be amended, imposing impact fees for police, fire, and parks/recreation facilities and/or services. In addition, impact fees, which may be adopted in the future or which currently exist, applicable to the development of the Subject Property, will be paid consistent with the applicable adopted ordinance or inter-local agreement at time of building permit issuance.

(d) The impact fee determination of subsections (a) through (c) above shall be determined pursuant to City Code as such may be amended from time to time. The Developer shall not receive any compensation or impact fee credits for any fair share payment or improvements described herein and/or the dedication or conveyance of any land to the City as may be required herein or any plat or other development order conditions of approval.

22. Permit Approvals. Developer shall be responsible for providing to City and obtaining any and all approval and permits for, by way of example not limitation, all drainage improvements, drainage connections, driveway connections, and utility connections from all applicable governmental agencies or jurisdictions, including but not limited to, the St. John's River Water Management District ("SJRWMD"), Orange County and the Florida Department of Environmental Protection ("FDEP"). If permit requirements and conditions imposed by Orange County, the St. John's River Water Management District, the Florida Department of Environmental Protection, the Florida Department of Transportation, or any other applicable jurisdiction significantly change the design of the Project or create conflict or inconsistencies with the conditions of this Agreement, the Agreement must be amended and approved by the City prior to the continuation of any development activities within the Subject Property.

23. 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 pay the monies, dedicate the lands so required by this Agreement, or otherwise 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 Developer 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 and 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.

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

25. Breach. In the event of a breach, default, or violation of one or more of the provisions herein by the Developer, 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. Notwithstanding the foregoing, the City shall be permitted to without notice immediately withhold the issuance of, and revoke, certificates of occupancy or building permits associated with the Project in the event Developer is in violation of any provision of this Agreement. In addition to any of the above stated remedies, in the event the Developer fails to timely complete the Public Infrastructure Improvements or any portion thereof, the City may record a Notice of Lien against the Subject Property in an amount equal to the design, permitting, installation and construction costs of such improvements (less City's share of such improvements provided herein). In addition, if Developer fails to timely pay the City any monies due pursuant to this Agreement (including without limitation, the Traffic Signal Fair Share), the City may record a Notice of Lien against the Subject Property in the amount owed to the City. A copy of such Notice of Lien shall also be delivered to Developer in the same manner as required under this Agreement for delivery of written notices. The recorded Notice of Lien shall constitute a lien upon the Subject Property and the lien may be foreclosed upon for the benefit of the City any time after ten (10) days after the Notice of Lien has been recorded in the public records. Such recorded Notice of Lien shall be superior to all other liens and encumbrances subordinated to this Agreement and superior to all other liens and encumbrances that become a matter of record after the recording date of this Agreement regardless of when the Notice of Lien is recorded. The City may foreclose the lien in accordance with the procedures established in Section 702.10, Florida Statutes, or successor or other statute providing for lien foreclosure procedures. The Developer may obtain a release from the lien by paying the amount stated in the lien, plus accrued interest of twelve percent (12%) per annum, plus attorney's fees and costs incurred by the City in filing and collecting upon the lien.

26. 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.

27. 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.

28. 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.

29. 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.

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

31. 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.

32. 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.

33. 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.

34. 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 or Developer to represent or bind the City to matters not expressly authorized or provided in this Agreement.

35. Full Compensation and Release. Developer agrees that the consideration provided to Developer in this Agreement is intended as and does hereby constitute full, just and complete compensation for the conveyance of the Lift Station tract and any other dedication and conveyance as provided for herein, including, without limitation, any and all damage, if any, to the Subject Property (or any portion thereof), Developer's remaining property and business which may result from Developer's conveyance to the City of the Lift Station tract and any other dedication and conveyance as provided for herein. As such, Developer and its agents, successors, legal representatives and assigns, fully and forever release the City of and from, and waives, any and all condemnation or inverse condemnation claims and business damage claims relating to any or all portions of the Subject Property and the remaining property, which Developer may now have, may have had or which may hereafter accrue or otherwise be acquired arising out of and caused by the conveyance of the Lift Station tract and any other conveyance as provided for herein to City. The foregoing release and waiver includes, but is not limited to, compensation, damages, expenses, attorney's or expert's fees and costs, whether known or unknown.

AGREED by the City Commission of the City of Winter Garden, Florida and Developer 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, a Florida municipal corporation

ATTEST:

By: _____
KATHY GOLDEN, CITY CLERK

By: _____
JOHN REES, MAYOR

"DEVELOPER"

GILKEY FX, LLC, a Florida limited liability company

Simon Underwood

Print Name: Simon Underwood
Witness

Marie A. Schaible

Print Name: Marie A. Schaible
Witness

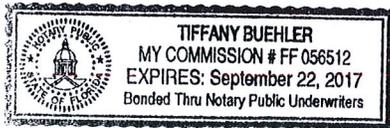
By: GILKEY ORGANIZATION, LLC, Manager

Dennis E. Gilkey
By: Dennis E. Gilkey

Its: Manager – Chief Executive Officer

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was executed, sworn to and acknowledged before me this March 16, 2015 by Dennis E. Gilkey as Manager and Chief Executive Officer of GILKEY ORGANIZATION, LLC as manager of GILKEY FX, LLC. He (check one) is personally known to me, or has produced a valid driver's license as identification.



Tiffany Buehler
Notary Public, State and County Aforesaid
Name: Tiffany Buehler
My Commission Expires: 9/22/17
My Commission Number is: FF 056512

**JOINDER, CONSENT AND SUBORDINATION OF MORTGAGEE TO
OAK TRAIL DEVELOPER'S AGREEMENT**

_____, whose address is _____
 ("Mortgagee"), being the Developer and holder of that certain mortgage of
 _____ ("Mortgagor"), recorded at Official Records Book
 ____, Page _____, Public Records of Orange County, Florida which encumbers the real
 property located in Orange County, Florida, more fully described in **Exhibit "A"** (herein referred
 to as the "Mortgagee Lien Documents"), hereby joins in and consents to the Oak Trail –
 Developer's Agreement being entered into between the Mortgagor and the City of Winter
 Garden and to be recorded in the Public Records of Orange County, Florida (herein
 "Developer's Agreement"), and Mortgagee hereby expressly subordinates its above referenced
 Mortgage Lien Documents to the Developer's Agreement and any liens arising out of or
 concerning the Developer's Agreement regardless of the recording date of such liens. This
 Joinder, Consent and Subordination does not release any property from the lien and effect of
 the Mortgagee Lien Documents or any other lien instrument, and does not otherwise amend or
 alter any Mortgage Lien Documents.

IN WITNESS WHEREOF, the Mortgagee hereto has executed and delivered this
 Joinder, Consent and Subordination of Mortgagee as of this ____ day of _____, 2015.

Witnesses:

MORTGAGEE

 Name Printed: _____

By:

 Name Printed: _____

 Printed Name:

 Its:

State of _____
 County of _____

The foregoing instrument was acknowledged before me this ____ day of _____
 _____, 2015, by _____ as _____ of
 _____ on behalf of said company. She/He is personally known to
 me or has produced _____ as identification.

(SEAL)

*N.A.
DGA*

 Signature of Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit "A"
Legal Description of Subject Property

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

PARCEL A:

THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, LYING EAST OF FORMER SCL RAILROAD RIGHT-OF-WAY AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LYING SOUTH AND EAST OF FORMER SCL RAILROAD RIGHT-OF-WAY, ALL LYING IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS AND EXCEPT ROAD RIGHT-OF-WAY FOR FULLERS CROSS ROAD ON SOUTH. ALSO LESS AND EXCEPT THAT PART PREVIOUSLY CONVEYED BY WARRANTY DEED RECORDED IN DEED BOOK 624, PAGE 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN IN THE CENTER OF THE INTERSECTION OF A.C.L. RY TRACKS AND THE COUNTY HARD ROAD, AT CROWN POINT, FLORIDA, (THE HARD ROAD FROM WINTER GARDEN TO FULLERS), RUN THENCE EAST 520 FEET, NORTH 528 FEET TO INTERSECT SAID RY., THENCE SOUTHWESTERLY 748 FEET ALONG RY. TO POINT OF BEGINNING. THIS LAND IS IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA (LESS RIGHTS OF WAY)

SAID PARCEL A, ALSO DESCRIBED AS THE FOLLOWING DESCRIBED PARCEL B :

PARCEL B:

A PORTION OF LAND LYING IN SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST, IN ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 12, TOWNSHIP 22 SOUTH, RANGE 27 EAST BEING MARKED BY A 4"x4" CONCRETE MONUMENT "NO 10" C.C.R. #066512 RUN N89°42'08"E ALONG THE NORTH LINE OF SAID SECTION, 1310.60 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE DEPARTING SAID NORTH LINE RUN S00°11'45"W ALONG SAID EAST LINE, 640.94 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE EASTERLY RIGHT OF WAY LINE OF RAILS TO TRAILS/APOPKA TO MABEL PROJECT OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY MAPS PREPARED BY JONES, WOOD & GENTRY; THENCE CONTINUE ALONG SAID EAST LINE AND EASTERLY RIGHT OF WAY LINE S00°11'45"W, 7.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE CONTINUE S00°11'45"W ALONG SAID EAST LINE, 1097.46 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE NORTH RIGHT OF WAY LINE OF FULLERS CROSS ROAD PER ORANGE COUNTY ROAD BOND BOOK 1 PROJECT 5; THENCE DEPARTING SAID EAST LINE RUN N89°43'54"W ALONG SAID NORTH RIGHT OF WAY LINE, 614.58 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N00°00'00"E, 474.88 FEET TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF THE RAILS TO TRAILS/APOPKA TO MABEL PROJECT; THENCE RUN N44°56'12"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 875.37 FEET TO THE POINT OF BEGINNING.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: March 19, 2015

Meeting Date: March 26, 2015

Subject: Replat
Waterside on Johns Lake Phase 1
Broadwater Avenue (19.57 +/- Acres)

Issue: Applicant is requesting to replat the 34 lake front lots in the Waterside on Johns Lake subdivision.

Discussion:

The applicant found that the previously approved plat had an error along the lake front lots. They are requesting approval of the replat to make minor changes to 34 lake front lots to adjust the property lines along the water's edge.

Recommended action:

Staff recommends approval of the final plat.

Attachments/References:

Location Map
Replat

Legend



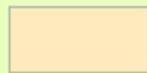
NOT TO SCALE



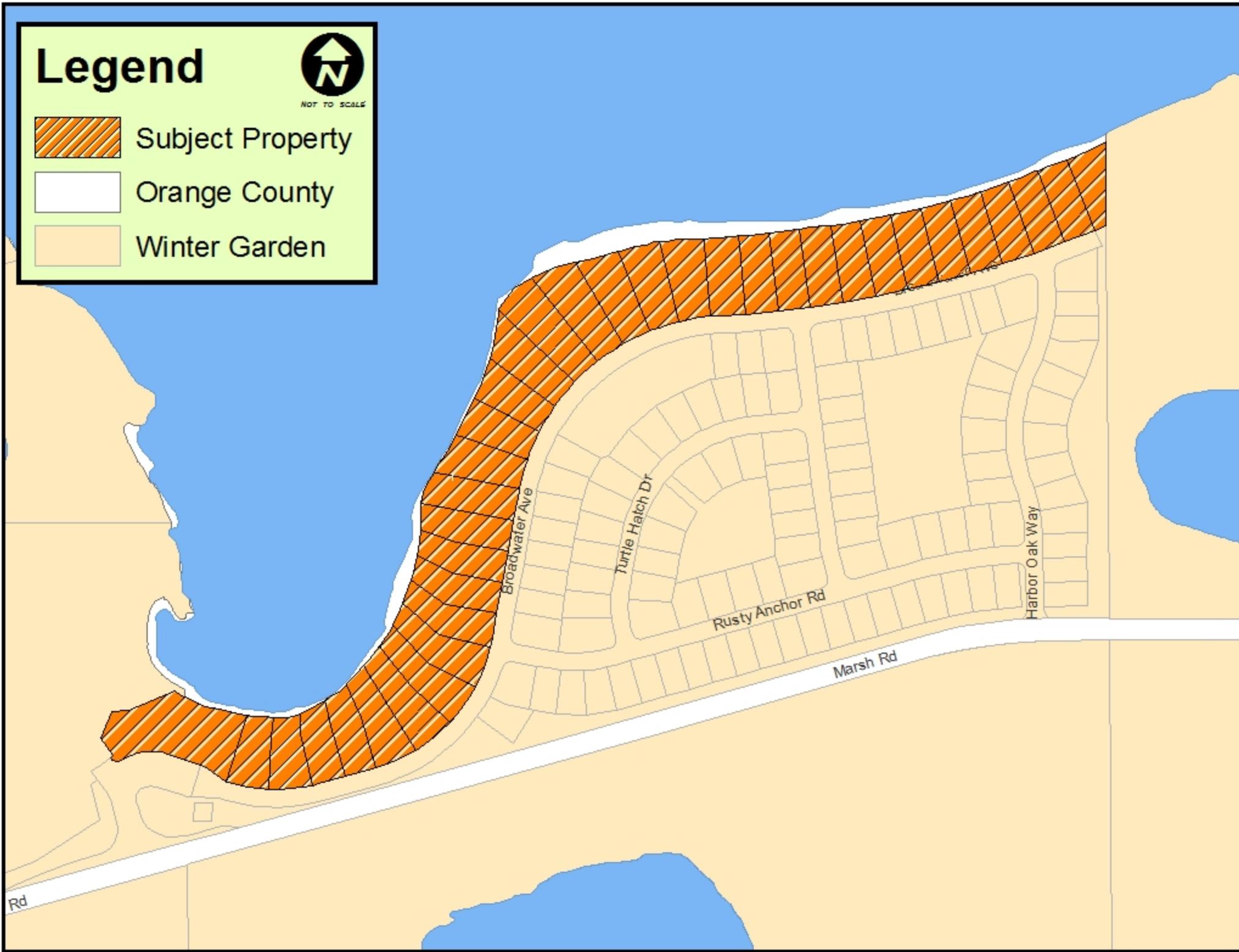
Subject Property



Orange County



Winter Garden



WATERSIDE ON JOHNS LAKE - PHASE 1 REPLAT

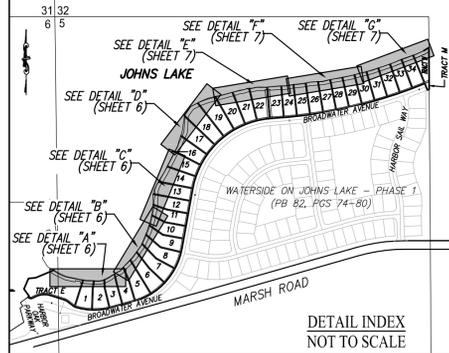
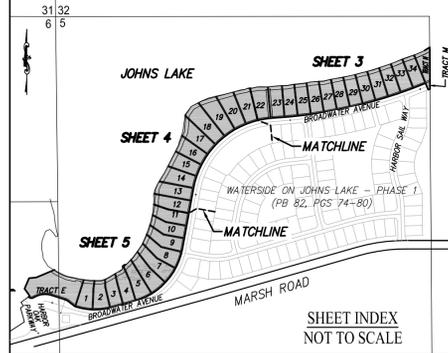
BEING A REPLAT OF TRACT E, LOTS 1 TO 34, TRACT N AND A PORTION OF TRACT H, WATERSIDE ON JOHNS LAKE - PHASE 1 AS RECORDED IN PLAT BOOK 82, PAGES 74 TO 80 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA SECTIONS 5 AND 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT DESCRIPTION:

TRACT E, LOTS 1 TO 34, TRACT N AND A PORTION OF TRACT H, WATERSIDE ON JOHNS LAKE - PHASE 1 AS RECORDED IN PLAT BOOK 82, PAGES 74 TO 80 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA LYING IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 27 EAST AND THE SOUTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE RUN S89°55'28"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 2661.60 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 5; THENCE RUN N00°24'12"E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 2093.01 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3400.00 FEET, A CENTRAL ANGLE OF 0°13'51", A CHORD BEARING OF S67°35'10"W AND CHORD DISTANCE OF 13.69 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 13.69 FEET TO A POINT OF TANGENCY; THENCE RUN N22°15'53"W, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF LOT 34 AND A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF BROADWATER AVENUE OF SAID WATERSIDE ON JOHNS LAKE-PHASE 1; THENCE RUN SOUTHWESTERLY ALONG THE NORTHERLY AND WESTERLY RIGHT OF WAY LINE OF BROADWATER AVENUE THE FOLLOWING TWELVE (12) COURSES: SAID PREVIOUSLY DESCRIBED POINT BEING ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3550.00 FEET, A CENTRAL ANGLE OF 18°59'49", A CHORD BEARING OF S77°15'58"W AND CHORD DISTANCE OF 1105.65 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1110.73 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 610.00 FEET, A CENTRAL ANGLE OF 76°22'52", A CHORD BEARING S48°30'27"W AND CHORD DISTANCE OF 754.30 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 813.19 FEET TO A POINT OF TANGENCY; THENCE RUN S10°19'01"W, A DISTANCE OF 425.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS 475.00 FEET, A CENTRAL ANGLE OF 64°17'18", A CHORD BEARING OF S42°27'40"W AND A CHORD DISTANCE OF 505.45 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 532.97 FEET TO A POINT OF TANGENCY; THENCE RUN S74°36'19"W, A DISTANCE OF 160.00 FEET TO A POINT OF CURVATURE OF CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 462.00 FEET, A CENTRAL ANGLE OF 32°46'20", A CHORD BEARING OF N80°01'51"W AND A CHORD DISTANCE OF 260.67 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 264.28 FEET TO A POINT OF COMPOUND CURVATURE OF CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 2°05'09", A CHORD BEARING OF N62°34'46"W AND A CHORD DISTANCE OF 8.72 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 8.72 FEET TO A POINT OF TANGENCY; THENCE RUN N52°32'11"W, A DISTANCE OF 58.70 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 19°39'14", A CHORD BEARING OF N62°21'48"W AND A CHORD DISTANCE OF 22.19 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.30 FEET TO A POINT OF TANGENCY; THENCE RUN N72°11'25"W, A DISTANCE OF 101.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 42°11'31", A CHORD BEARING OF S84°22'49"W AND A CHORD DISTANCE OF 123.55 FEET TO A POINT OF TANGENCY; THENCE RUN S60°37'02"W, A DISTANCE OF 12.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°13'17", A CHORD BEARING OF N77°46'19"W AND A CHORD DISTANCE OF 83.20 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 83.20 FEET TO THE END OF SAID CURVE, SAID POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF HARBOR OAK PARKWAY AND THE WESTERLY BOUNDARY OF TRACT E OF SAID WATERSIDE ON JOHNS LAKE-PHASE 1; THENCE RUN ALONG THE WESTERLY BOUNDARY OF SAID TRACT E THE FOLLOWING FIVE (5) COURSES: THENCE RUN N53°50'19"E, A DISTANCE OF 10.00 FEET; THENCE RUN N36°09'41"W, A DISTANCE OF 62.65 FEET; THENCE RUN N23°25'09"E, A DISTANCE OF 80.61 FEET; THENCE RUN N84°17'21"E, A DISTANCE OF 51.02 FEET; THENCE RUN N67°03'57"E, A DISTANCE OF 140.17 FEET TO A POINT ON THE SAFE UPLAND LINE OF JOHN'S LAKE, SAID LINE HAVING AN ELEVATION OF 98.00 FEET ACCORDING TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, OR 97.12 FEET ACCORDING TO THE NORTH AMERICAN VERTICAL DATUM OF 1988; THENCE RUN ALONG SAID SAFE UPLAND LINE OF JOHN'S LAKE THE FOLLOWING FIFTY-SEVEN (57) COURSES: THENCE S54°50'42"E, A DISTANCE OF 22.32 FEET; THENCE RUN S64°18'48"E, A DISTANCE OF 42.23 FEET; THENCE RUN S66°05'44"E, A DISTANCE OF 34.95 FEET; THENCE RUN S78°11'08"E, A DISTANCE OF 55.20 FEET; THENCE RUN S78°05'36"E, A DISTANCE OF 40.83 FEET; THENCE RUN S80°58'18"E, A DISTANCE OF 36.85 FEET; THENCE RUN S87°29'05"E, A DISTANCE OF 36.30 FEET; THENCE RUN S85°40'37"E, A DISTANCE OF 34.44 FEET; THENCE RUN S89°09'23"E, A DISTANCE OF 35.61 FEET; THENCE RUN N76°20'24"E, A DISTANCE OF 28.86 FEET; THENCE RUN N62°43'10"E, A DISTANCE OF 37.28 FEET; THENCE RUN N58°53'03"E, A DISTANCE OF 65.15 FEET; THENCE RUN N63°26'03"E, A DISTANCE OF 33.28 FEET; THENCE RUN N38°44'34"E, A DISTANCE OF 34.63 FEET; THENCE RUN N44°54'52"E, A DISTANCE OF 35.73 FEET; THENCE RUN N42°09'55"E, A DISTANCE OF 52.86 FEET; THENCE RUN N36°57'01"E, A DISTANCE OF 52.70 FEET; THENCE RUN N34°47'21"E, A DISTANCE OF 52.13 FEET; THENCE RUN N24°13'57"E, A DISTANCE OF 52.85 FEET; THENCE RUN N21°32'53"E, A DISTANCE OF 51.78 FEET; THENCE RUN N18°38'41"E, A DISTANCE OF 69.64 FEET; THENCE RUN N12°48'04"E, A DISTANCE OF 62.84 FEET; THENCE RUN N06°04'08"E, A DISTANCE OF 55.54 FEET; THENCE RUN N03°54'23"E, A DISTANCE OF 34.61 FEET; THENCE RUN N03°32'44"W, A DISTANCE OF 38.09 FEET; THENCE RUN N1°05'41"E, A DISTANCE OF 38.50 FEET; THENCE RUN N24°42'57"E, A DISTANCE OF 40.67 FEET; THENCE RUN N30°57'34"E, A DISTANCE OF 42.01 FEET; THENCE RUN N31°55'25"E, A DISTANCE OF 42.13 FEET; THENCE RUN N27°46'44"E, A DISTANCE OF 63.53 FEET; THENCE RUN N26°53'26"E, A DISTANCE OF 153.32 FEET; THENCE RUN N13°03'58"E, A DISTANCE OF 22.69 FEET; THENCE RUN N19°09'20"E, A DISTANCE OF 76.87 FEET; THENCE RUN N08°24'38"E, A DISTANCE OF 102.37 FEET; THENCE RUN N00°19'47"W, A DISTANCE OF 17.24 FEET; THENCE RUN N37°38'50"E, A DISTANCE OF 75.64 FEET; THENCE RUN N61°32'35"E, A DISTANCE OF 70.48 FEET; THENCE RUN N68°44'11"E, A DISTANCE OF 62.51 FEET; THENCE RUN N75°52'36"E, A DISTANCE OF 54.58 FEET; THENCE RUN N77°59'53"E, A DISTANCE OF 64.36 FEET; THENCE RUN N75°12'35"E, A DISTANCE OF 80.22 FEET; THENCE RUN N74°07'05"E, A DISTANCE OF 43.49 FEET; THENCE RUN N81°09'04"E, A DISTANCE OF 34.73 FEET; THENCE RUN N68°54'16"E, A DISTANCE OF 23.24 FEET; THENCE RUN N88°49'55"E, A DISTANCE OF 34.81 FEET; THENCE RUN N75°47'45"E, A DISTANCE OF 29.37 FEET; THENCE RUN N87°36'58"E, A DISTANCE OF 31.68 FEET; THENCE RUN S88°38'57"E, A DISTANCE OF 41.38 FEET; THENCE RUN N83°35'46"E, A DISTANCE OF 32.81 FEET; THENCE RUN N85°17'34"E, A DISTANCE OF 53.69 FEET; THENCE RUN N87°41'37"E, A DISTANCE OF 43.41 FEET; THENCE RUN N48°10'43"E, A DISTANCE OF 52.86 FEET; THENCE RUN N83°43'00"E, A DISTANCE OF 60.18 FEET; THENCE RUN N83°06'58"E, A DISTANCE OF 22.13 FEET; THENCE RUN N77°55'21"E, A DISTANCE OF 36.40 FEET; THENCE RUN N85°14'05"E, A DISTANCE OF 46.99 FEET; THENCE RUN N87°07'35"E, A DISTANCE OF 47.72 FEET; THENCE RUN N75°46'39"E, A DISTANCE OF 33.96 FEET; THENCE RUN N78°22'20"E, A DISTANCE OF 51.73 FEET; THENCE RUN N80°19'57"E, A DISTANCE OF 40.17 FEET; THENCE RUN N79°39'47"E, A DISTANCE OF 54.02 FEET; THENCE RUN N77°23'06"E, A DISTANCE OF 31.11 FEET; THENCE RUN N74°48'54"E, A DISTANCE OF 54.59 FEET; THENCE RUN N76°36'42"E, A DISTANCE OF 42.58 FEET; THENCE RUN N73°49'09"E, A DISTANCE OF 54.03 FEET; THENCE RUN N71°48'51"E, A DISTANCE OF 45.80 FEET; THENCE RUN N71°14'20"E, A DISTANCE OF 81.18 FEET; THENCE RUN N70°12'06"E, A DISTANCE OF 31.69 FEET; THENCE RUN N66°42'08"E, A DISTANCE OF 49.55 FEET; THENCE RUN N69°49'20"E, A DISTANCE OF 40.45 FEET; THENCE RUN N70°54'19"E, A DISTANCE OF 75.22 FEET; THENCE RUN N65°53'54"E, A DISTANCE OF 60.71 FEET; THENCE RUN N58°41'17"E, A DISTANCE OF 42.56 FEET TO A POINT ON THE AFORESAID EAST LINE OF THE NORTHWEST 1/4 OF SECTION 5; THENCE DEPARTING SAID SAFE UPLAND LINE, RUN S00°24'12"E ALONG SAID EAST LINE, A DISTANCE OF 294.11 FEET TO THE POINT OF BEGINNING.

CONTAINING: 19.57 ACRES MORE OR LESS.



SHEET 1 OF 7

LAND DEVELOPMENT & TRANSPORTATION ENGINEERING
PLANNING | SURVEYING & MAPPING

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
PHONE: 407.863.5150 FAX: 407.848.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

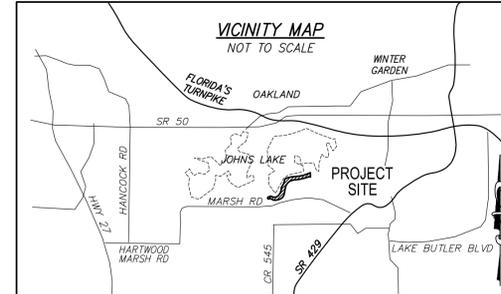
SHEET INDEX

- SHEET 1 - COVER SHEET
- SHEET 2 - PLAT NOTES
- SHEETS 3 TO 5 - PLAT DETAIL SHEETS
- SHEETS 6 TO 7 - NORMAL HIGH WATER LINE DETAILS

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.



QUALIFICATION STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT ON _____, 2015, HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT OF PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED OR SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN THE CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA.

(SIGNATURE) _____ DATE: _____ (SEAL)
WILLIAM D. DONLEY, (PSM) PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5381

DEWBERRY | BOWYER-SINGLETON & ASSOCIATES, INC.
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
CERTIFICATE OF AUTHORIZATION NO. (LB) LICENSED BUSINESS 8011

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY THAT ON _____, 2015, THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSIONERS OF WINTER GARDEN, FLORIDA.

CITY CLERK _____ MAYOR OF WINTER GARDEN
JOHN REES
(SEAL)

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY THAT THE FOREGOING PLAT WAS RECORDED IN THE ORANGE COUNTY OFFICIAL RECORDS ON _____, 2015 AS FILE NO. _____ COUNTY COMPTROLLER IN AND FOR ORANGE COUNTY, FLORIDA.

BY: _____ (SEAL)

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I HEREBY CERTIFY THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES.

CITY SURVEYOR _____ DATE _____
PRINTED NAME: _____
COMPANY: _____ (SEAL)
ADDRESS: _____
REGISTRATION NO.: _____

PLAT BOOK: _____ PAGE: _____

WATERSIDE ON JOHNS LAKE - PHASE 1 REPLAT

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. NO PART OF SAID LANDS IS DEDICATED TO THE CITY OF WINTER GARDEN OR THE PUBLIC UNLESS OTHERWISE NOTED HEREON. ALL THE STREETS AND EASEMENTS CREATED BY THIS PLAT ARE NOT REQUIRED FOR PUBLIC USE AND SUCH STREETS AND EASEMENTS ARE NOT AND WILL NOT BE A PART OF THE COUNTY SYSTEM OF ROADS.

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. 2015.

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

WITNESSES: _____ THE WATERSIDE OF JOHNS LAKE PHASE 1 COMMUNITY ASSOCIATION, INC

PRINT NAME: _____
BY: _____ STEPHEN J. POLACHECK, PRESIDENT

WITNESSES: _____ THE WATERSIDE OF JOHNS LAKE COMMUNITY ASSOCIATION, INC

PRINT NAME: _____
BY: _____ STEPHEN J. POLACHECK, PRESIDENT

STATE OF FLORIDA
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 2015, 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 AS THE INDIVIDUAL AND OFFICER DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED AS SUCH OFFICER THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THEREON; AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION WHO DID NOT TAKE AN OATH.

(NOTARY SEAL)
NOTARY PUBLIC
NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

STATE OF FLORIDA
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 2015, BY STEPHEN J. POLACHECK, AS PRESIDENT OF WATERSIDE OF JOHNS LAKE PHASE 1 COMMUNITY ASSOCIATION, INC. HE IS PERSONALLY KNOWN TO ME AS THE INDIVIDUAL AND OFFICER DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED AS SUCH OFFICER THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THEREON; AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION WHO DID NOT TAKE AN OATH.

(NOTARY SEAL)
NOTARY PUBLIC
NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

STATE OF FLORIDA
COUNTY OF _____
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 2015, BY STEPHEN J. POLACHECK, AS PRESIDENT OF WATERSIDE OF JOHNS LAKE PHASE 1 COMMUNITY ASSOCIATION, INC. HE IS PERSONALLY KNOWN TO ME AS THE INDIVIDUAL AND OFFICER DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED AS SUCH OFFICER THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THEREON; AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION WHO DID NOT TAKE AN OATH.

(NOTARY SEAL)
NOTARY PUBLIC
NAME: _____
COMMISSION NO.: _____
COMMISSION EXPIRES: _____

WATERSIDE ON JOHNS LAKE - PHASE 1 REPLAT
 BEING A REPLAT OF TRACT E, LOTS 1 TO 34, TRACT N AND A PORTION OF TRACT H, WATERSIDE ON JOHNS LAKE - PHASE 1 AS
 RECORDED IN PLAT BOOK 82, PAGES 74 TO 80 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
 SECTIONS 5 AND 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK:

PAGE:

PLAT NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH A 1990 ADJUSTMENT AS DERIVED ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 27 EAST, BEING N89°55'28"E.
- AN ORDINARY HIGH WATER LINE (OHWL) ELEVATION HAS NOT BEEN DETERMINED FOR JOHNS LAKE AS OF THE DATE OF THIS PLAT. THE STATE OF FLORIDA OWNS TITLE, AS SOVEREIGN LANDS, TO THOSE LANDS LYING WATERWARD OF THE ORDINARY HIGH WATER LINE (OHWL) FOR JOHNS LAKE, WHICH AFFECTS THE LOCATION OF THE BOUNDARY LINES FOR THE LAKEFRONT LOTS (AS DEFINED HEREIN). THE EXACT LOCATION OF THE LAKEFRONT LOTS' LAKESIDE LOT LINE IS NOT DEPICTED ON THIS PLAT. IN ORDER TO ENSURE THAT THERE IS NO GAP BETWEEN SOVEREIGN LANDS AND LAKEFRONT LOTS AND THAT NO LAKEFRONT LOTS INCLUDE SOVEREIGN LANDS, ALL LAKEFRONT LOTS SHALL EXTEND OR DETRACT TO THE ORDINARY HIGH WATER LINE (OHWL) OF JOHNS LAKE NOTWITHSTANDING THE GRAPHICAL DEPICTION OF THE LAKEFRONT LOTS ABUTTING A WITNESS LINE OR SAFE UPLAND LINE. FOR PURPOSES OF THIS PLAT, THE TERM LAKEFRONT LOTS SHALL MEAN THOSE LOTS DEPICTED ON THE PLAT WHICH LOTS ABUTT, OR UPON WHICH IS LOCATED, A WITNESS LINE OR SAFE UPLAND LINE PROXIMATE JOHNS LAKE.
- THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ON JULY 14, 2003 DETERMINED THAT ELEVATION 98.0 FEET (NGVD 29 DATUM) IS A SAFE UPLAND LINE FOR JOHNS LAKE AND IS AT OR ABOVE THE ORDINARY HIGH WATER LINE.
- THE NORMAL HIGH WATER LINE (NHWL) ELEVATION OF 98.4 FEET (NGVD 29 DATUM) WAS ESTABLISHED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS IN APRIL 1984 PER ORANGE COUNTY LAKE INDEX (DATED JUNE 2009). THE NORMAL HIGH WATER LINE IS NOT THE SAME AS THE ORDINARY HIGH WATER LINE AND IS USED BY LOCAL JURISDICTIONS TO DETERMINE BUILDING SETBACKS AND OTHER LOCAL GOVERNMENTAL REQUIREMENTS.
- UNLESS OTHERWISE INDICATED, A PRIVATE NON-EXCLUSIVE UTILITY, DRAINAGE AND SIDEWALK ENCROACHMENT EASEMENT BEING 10.00 FEET WIDE AT THE FRONT OF ALL LOTS AND TRACTS ABUTTING ROAD RIGHTS-OF-WAY (PUBLIC OR PRIVATE), IS HEREBY DEDICATED AND RESERVED IN FAVOR OF THE CITY OF WINTER GARDEN, THE WATERSIDE ON JOHNS LAKE PHASE 1 COMMUNITY ASSOCIATION, INC. ("PHASE 1 HOA"), AND WATERSIDE ON JOHNS LAKE COMMUNITY ASSOCIATION, INC. ("MASTER HOA") (PHASE 1 HOA AND MASTER HOA ARE COLLECTIVELY REFERRED TO AS THE "HOA"). 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 IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF THEIR RESPECTIVE UTILITIES PLACED WITHIN THE AFORESAID EASEMENTS. THE MASTER HOA OR PHASE 1 HOA, AS APPLICABLE, SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF ANY AND ALL DRAINAGE IMPROVEMENTS AND SWALES WITHIN THE DRAINAGE AND UTILITY EASEMENT. THE FEE SIMPLE OWNER OF SAID LOTS AND OR TRACTS SHALL BE RESPONSIBLE FOR THE GRASS AND LANDSCAPING WITHIN ALL UTILITY AND DRAINAGE EASEMENTS LOCATED UPON INDIVIDUAL LOTS AND OR TRACTS.
- UNLESS OTHERWISE INDICATED, A PRIVATE NON-EXCLUSIVE UTILITY AND DRAINAGE EASEMENT BEING 5.00 FEET WIDE ALONG THE SIDES OF ALL LOTS AND TRACTS DEPICTED ON THIS PLAT IS HEREBY DEDICATED AND RESERVED IN FAVOR OF THE CITY OF WINTER GARDEN AND THE HOA. THE CITY OF WINTER GARDEN IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF THEIR RESPECTIVE UTILITIES PLACED WITHIN THE UTILITY AND DRAINAGE EASEMENT. THE MASTER HOA OR PHASE 1 HOA, AS APPLICABLE, SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF ANY AND ALL DRAINAGE IMPROVEMENTS AND SWALES WITHIN THE DRAINAGE AND UTILITY AND DRAINAGE EASEMENT. THE FEE SIMPLE OWNER OF SAID LOTS AND OR TRACTS SHALL BE RESPONSIBLE FOR THE GRASS AND LANDSCAPING WITHIN ALL UTILITY AND DRAINAGE EASEMENTS LOCATED UPON INDIVIDUAL LOTS AND OR TRACTS.
- THE FOLLOWING TRACTS ARE INTENDED FOR THE PURPOSES AS SET FORTH BELOW AND ARE TO BE CONVEYED TO THE WATERSIDE ON JOHNS LAKE PHASE 1 COMMUNITY ASSOCIATION, INC. PURSUANT TO A SEPARATE DEED AS REQUIRED BY CHAPTER 720 OF THE FLORIDA STATUTES.
 TRACT "M" (ROADWAY)
 TRACT "N" (OPEN SPACE)
- THE FOLLOWING TRACT IS INTENDED FOR THE PURPOSE SET FORTH BELOW AND IS TO BE CONVEYED TO THE WATERSIDE ON JOHNS LAKE COMMUNITY ASSOCIATION, INC. PURSUANT TO A SEPARATE DEED AS REQUIRED BY CHAPTER 720 OF THE FLORIDA STATUTES.
 TRACT "E" (PARK/STORMWATER RETENTION)
- EACH OF THE OWNERS OF LOTS AS SHOWN ON THIS PLAT IS A MEMBER OF BOTH THE MASTER HOA AND PHASE 1 HOA. THE MASTER HOA OR PHASE 1 HOA, AS APPLICABLE, IS REQUIRED TO MAINTAIN TRACTS E, M & N. THE MEMBERS OF THE HOA ARE ULTIMATELY RESPONSIBLE FOR PAYMENT OF THE COST OF MAINTAINING SAID TRACTS AND ALL LOTS ARE SUBJECT TO ASSESSMENTS, LIENS AND FORECLOSURES FOR NON-PAYMENT.
- PURSUANT TO SECTION 177.091 (28), FLORIDA STATUTES, AS AMENDED; ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH 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 SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- THE PROPERTY SHOWN ON THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF (I) THE DECLARATION FOR WATERSIDE ON JOHNS LAKE RECORDED IN BOOK 10765, PAGE 7408, AS AMENDED AND SUPPLEMENTED; AND (II) THE DECLARATION FOR WATERSIDE ON JOHNS LAKE PHASE 1 RECORDED IN BOOK 10765, PAGE 7501 AS AMENDED AND SUPPLEMENTED, BOTH OF WHICH ARE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

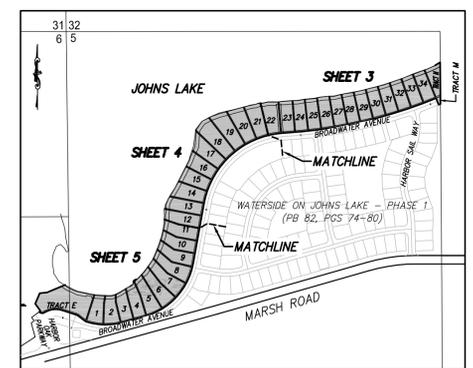
- THE LOTS WITHIN THIS PLAT ARE GOVERNED BY THE MASTER HOA AND THE PHASE 1 HOA REQUIRING THE PAYMENT OF FEES AND WITH THE POWER TO ASSESS THE LOTS. THE MASTER HOA AND THE PHASE 1 HOA, AS APPLICABLE, IS THE OWNER OF AND/OR RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL PRIVATE AREAS, 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 E, M & N AND THE IMPROVEMENTS THEREON. EVERY LOT OWNER WITHIN THIS SUBDIVISION IS REQUIRED TO BE A MEMBER OF THE HOA, AND IS SUBJECT TO ITS RULES AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO THE CONDITIONS, COVENANTS, AND RESTRICTIONS PROVIDED FOR IN ITS DECLARATIONS, 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 HOA, WHICH MAY RESULT IN THE FORECLOSURE OF SAID PROPERTY.
- 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 E, M & N 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, HEREIN NOT THE OBLIGATION, TO CAUSE TO BE PREPARED SAID REPORTS, STUDY, OR INSPECTION REQUIRED BY THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN (THE "CODE") IF THE HOA 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.
- THE MASTER HOA AND PHASE 1 HOA, 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.
- ACCORDING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION THE SAFE UPLAND LINE FOR JOHN'S LAKE IS 98.0 FEET (NATIONAL GEODETIC DATUM OF 1929) OR ELEVATION 96.79 FEET AS CONVERTED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. THIS LINE AS ESTABLISHED IN THE FIELD IS DEPICTED AS THE BOUNDARY OF PARCELS AS THEY ABUT THE WATERS OF JOHN'S LAKE.
- SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THAT CERTAIN CONSERVATION EASEMENT WITH ST. JOHNS RIVER WATER MANAGEMENT DISTRICT TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, NO CONSTRUCTION, CLEARING, GRADING, ALTERATIONS OR IMPERVIOUS SURFACES IN THE UPLAND BUFFER & OPEN SPACE PRESERVATION TRACT BUFFER AREA IS PERMITTED OTHER THAN BOAT DOCKS AND BOARDWALKS.
- THERE IS HEREBY CREATED, GRANTED AND RESERVED FOR THE BENEFIT OF THE CITY OF WINTER GARDEN AND OTHER PUBLIC SERVICE AND EMERGENCY SERVICE PROVIDERS, A NON-EXCLUSIVE EASEMENT OVER AND THROUGH TRACT Q (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, GARBAGE, UTILITIES AND OTHER PUBLIC AND EMERGENCY SERVICES.
- ELEVATIONS SHOWN HEREON ARE BASED ON ORANGE COUNTY COUNTY DATUM, AS DERIVED BY FROM BENCHMARK ORA32 FLDNR, DESCRIBED AS A SURVEY DISK STAMPED "OR32 FLDNR" IN TOP OF A CONCRETE HEADWALL ON THE NORTH SIDE OF MARSH ROAD 1.5 MILES ± WEST OF THE INTERSECTION OF MARSH ROAD & C.R. 545, HAVING AN ELEVATION OF 118.165 (NAVD 88).
- ALL LINES SHOWN HEREON ARE RADIAL UNLESS OTHERWISE NOTED AS NON RADIAL.
- LOT OWNERS FOR LOTS 1-34, TRACT E AND TRACT N SHALL NOT REMOVE NATIVE VEGETATION (INCLUDING CATTAILS) THAT BECOME ESTABLISHED WITHIN THE UPLAND BUFFER AND OPEN SPACE PRESERVATION TRACT AREA ABUTTING THEIR HOME. REMOVAL INCLUDES DREDGING, THE APPLICATION OF HERBICIDE, CUTTING, AND THE INTRODUCTION OF GRASS CARP. OWNERS SHALL ADDRESS AND QUESTIONS REGARDING AUTHORIZED ACTIVITIES WITHIN THE UPLAND BUFFER AND OPEN SPACE PRESERVATION TRACT TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, SURFACE WATER REGULATION MANAGER AND THE CITY.

SHEET INDEX
 SHEET 1 – COVER SHEET
 SHEET 2 – KEY MAP
 SHEETS 3-7 – DETAIL SHEETS

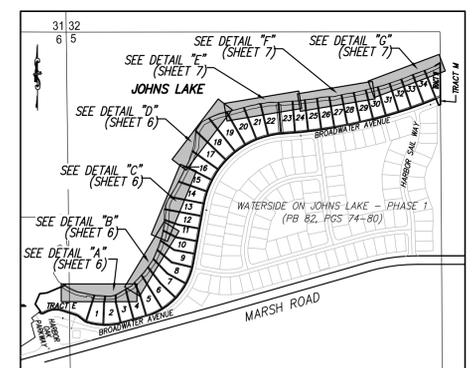
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SHEET INDEX
NOT TO SCALE



DETAIL INDEX
NOT TO SCALE

SHEET 2 OF 7

		LAND DEVELOPMENT & TRANSPORTATION ENGINEERING PLANNING SURVEYING & MAPPING	520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 Phone: 407.863.5100 Fax: 407.848.9104 WWW.DEWBERRY.COM
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WATERSIDE ON JOHNS LAKE - PHASE 1 REPLAT

BEING A REPLAT OF TRACT E, LOTS 1 TO 34, TRACT N AND A PORTION OF TRACT H, WATERSIDE ON JOHNS LAKE - PHASE 1 AS RECORDED IN PLAT BOOK 82, PAGES 74 TO 80 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
SECTIONS 5 AND 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK: PAGE:

PLAT LEGEND

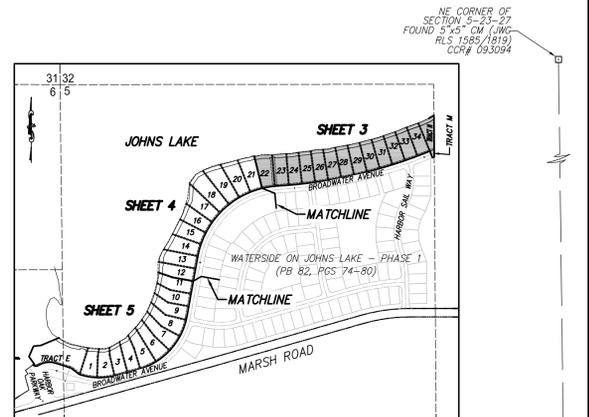
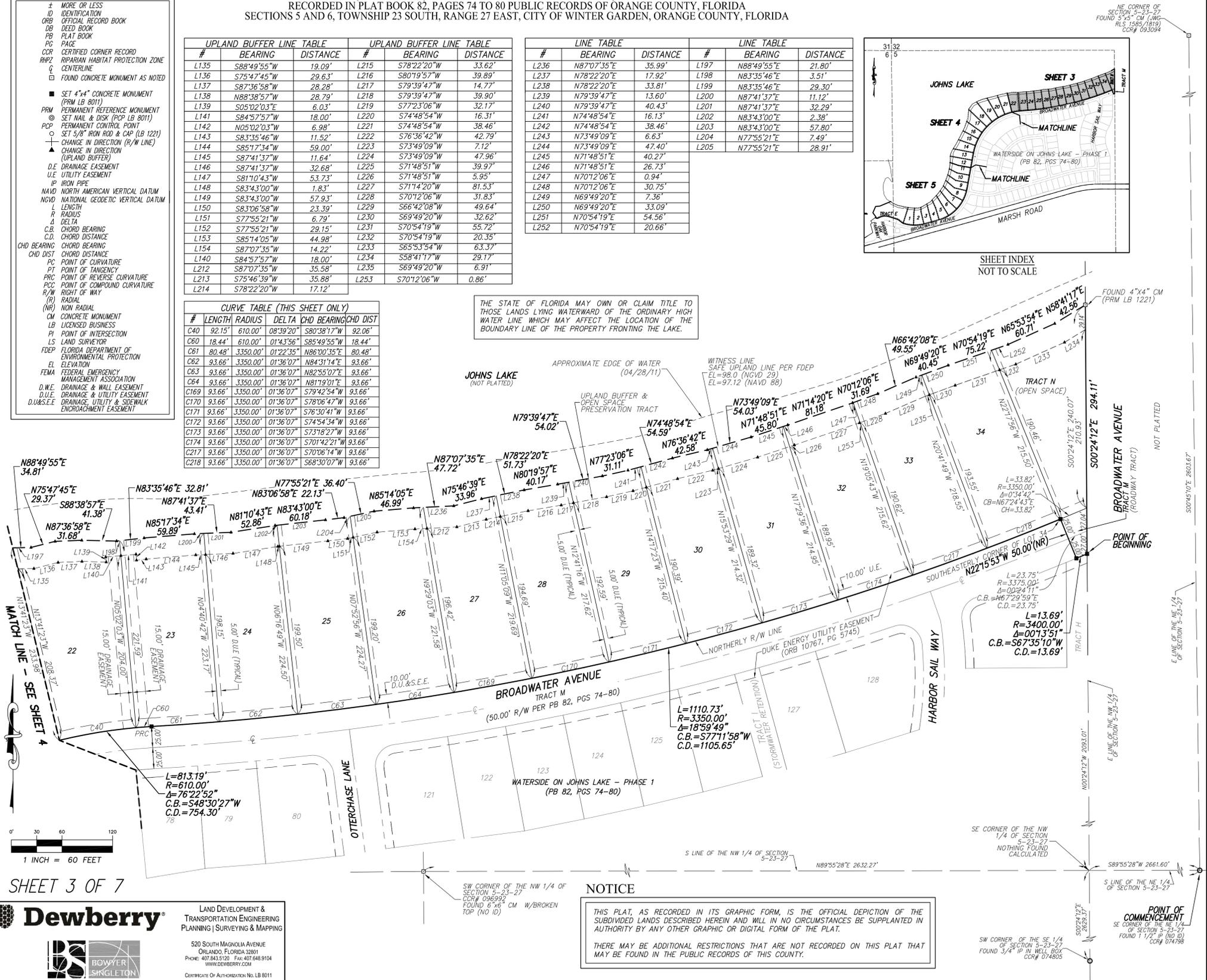
- # MORE OR LESS
- ID IDENTIFICATION
- ORB OFFICIAL RECORD BOOK
- DB DEED BOOK
- PG PLAT BOOK
- PC PAGE
- CCR CERTIFIED CORNER RECORD
- RHPZ RIPARIAN HABITAT PROTECTION ZONE CENTERLINE
- FOUND CONCRETE MONUMENT AS NOTED
- SET 4"x4" CONCRETE MONUMENT (PRM LB 8011)
- PERMANENT REFERENCE MONUMENT SET WALL & DISK (PCP LB 8011)
- ⊙ PERMANENT CONTROL POINT
- ⊕ SET 5/8" IRON ROD & CAP (LB 1221)
- ⊖ CHANGE IN DIRECTION (R/W LINE)
- ▲ CHANGE IN DIRECTION (UPLAND BUFFER)
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT
- IP IRON PIPE
- NAVD NORTH AMERICAN VERTICAL DATUM
- NGVD NATIONAL GEODEIC VERTICAL DATUM
- L LENGTH
- R RADIUS
- Δ DELTA
- C.B. CHORD BEARING
- C.D. CHORD DISTANCE
- CHD BEARING CHORD BEARING
- CHD DIST CHORD DISTANCE
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- PRC POINT OF REVERSE CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- R/W RIGHT OF WAY
- (R) RADIAL
- (NR) NON RADIAL
- CM CONCRETE MONUMENT
- LB LICENSED BUSINESS
- PI POINT OF INTERSECTION
- LS LAND SURVEYOR
- FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ELEVATION
- FEMA FEDERAL EMERGENCY MANAGEMENT ASSOCIATION
- D.W.E. DRAINAGE & WALL EASEMENT
- D.U.E. DRAINAGE & UTILITY EASEMENT
- D.U.R.S.E. DRAINAGE, UTILITY & SIDEWALK ENCROACHMENT EASEMENT

UPLAND BUFFER LINE TABLE			UPLAND BUFFER LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L135	S88°49'55"W	19.09'	L215	S78°22'20"W	33.62'
L136	S75°47'45"W	29.63'	L216	S80°19'57"W	39.89'
L137	S87°36'58"W	28.28'	L217	S79°39'47"W	14.77'
L138	N88°38'57"W	28.79'	L218	S79°39'47"W	39.90'
L139	S05°02'03"E	6.03'	L219	S77°23'06"W	32.17'
L141	S84°52'57"W	18.00'	L220	S74°48'54"W	16.31'
L142	N05°02'03"W	6.98'	L221	S74°48'54"W	38.46'
L143	S83°35'46"W	11.52'	L222	S76°36'42"W	42.79'
L144	S85°17'34"W	59.00'	L223	S73°49'09"W	7.12'
L145	S87°41'37"W	11.64'	L224	S73°49'09"W	47.96'
L146	S87°41'37"W	32.68'	L225	S71°48'51"W	39.97'
L147	S81°10'43"W	53.73'	L226	S71°48'51"W	5.95'
L148	S83°43'00"W	1.83'	L227	S71°14'20"W	81.53'
L149	S83°43'00"W	57.93'	L228	S70°12'06"W	31.83'
L150	S83°06'58"W	23.39'	L229	S66°42'08"W	49.64'
L151	S77°55'21"W	6.79'	L230	S69°49'20"W	32.62'
L152	S77°55'21"W	29.15'	L231	S70°54'19"W	55.72'
L153	S85°14'05"W	44.98'	L232	S70°54'19"W	20.35'
L154	S87°07'35"W	14.22'	L233	S65°53'54"W	63.37'
L140	S84°52'57"W	18.00'	L234	S58°41'17"W	29.17'
L212	S87°07'35"W	35.58'	L235	S69°49'20"W	6.91'
L213	S75°46'39"W	35.88'	L253	S70°12'06"W	0.86'
L214	S78°22'20"W	17.12'			

LINE TABLE			LINE TABLE		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L236	N87°07'35"E	35.99'	L197	N88°49'55"E	21.80'
L237	N78°22'20"E	17.92'	L198	N83°35'46"E	3.51'
L238	N78°22'20"E	33.81'	L199	N83°35'46"E	29.30'
L239	N79°39'47"E	13.60'	L200	N87°41'37"E	11.12'
L240	N79°39'47"E	40.43'	L201	N87°41'37"E	32.29'
L241	N74°48'54"E	16.13'	L202	N83°43'00"E	2.38'
L242	N74°48'54"E	38.46'	L203	N83°43'00"E	57.80'
L243	N73°49'09"E	6.63'	L204	N77°55'21"E	7.49'
L244	N73°49'09"E	47.40'	L205	N77°55'21"E	28.91'
L245	N71°48'51"E	40.27'			
L246	N71°48'51"E	26.73'			
L247	N70°12'06"E	0.94'			
L248	N70°12'06"E	30.75'			
L249	N69°49'20"E	7.36'			
L250	N69°49'20"E	33.09'			
L251	N70°34'19"E	54.56'			
L252	N70°34'19"E	20.66'			

CURVE TABLE (THIS SHEET ONLY)					
#	LENGTH	RADIUS	DELTA	CHD BEARING	CHD DIST
C40	92.15'	610.00'	08°39'20"	S80°38'17"W	92.06'
C60	18.44'	610.00'	01°43'56"	S85°49'55"W	18.44'
C61	80.48'	3350.00'	01°22'35"	N86°00'35"E	80.48'
C62	93.66'	3350.00'	01°36'07"	N84°31'14"E	93.66'
C63	93.66'	3350.00'	01°36'07"	N82°55'07"E	93.66'
C64	93.66'	3350.00'	01°36'07"	N81°19'01"E	93.66'
C169	93.66'	3350.00'	01°36'07"	S79°42'54"W	93.66'
C170	93.66'	3350.00'	01°36'07"	S78°06'47"W	93.66'
C171	93.66'	3350.00'	01°36'07"	S76°30'41"W	93.66'
C172	93.66'	3350.00'	01°36'07"	S74°54'34"W	93.66'
C173	93.66'	3350.00'	01°36'07"	S73°18'27"W	93.66'
C174	93.66'	3350.00'	01°36'07"	S70°14'21"W	93.66'
C217	93.66'	3350.00'	01°36'07"	S70°06'14"W	93.66'
C218	93.66'	3350.00'	01°36'07"	S68°30'07"W	93.66'

THE STATE OF FLORIDA MAY OWN OR CLAIM TITLE TO THOSE LANDS LYING WATERWARD OF THE ORDINARY HIGH WATER LINE WHICH MAY AFFECT THE LOCATION OF THE BOUNDARY LINE OF THE PROPERTY FRONTING THE LAKE.



SHEET 3 OF 7

Dewberry

LAND DEVELOPMENT & TRANSPORTATION ENGINEERING (PLANNING) SURVEYING & MAPPING

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CERTIFICATE OF AUTHORIZATION NO. LB 8011

BOWYER SHINGLETON

NOTICE

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POINT OF COMMENCEMENT

SE CORNER OF THE NE 1/4 OF SECTION 5-23-27 FOUND 1 1/2" IP (NO ID) CCR# 074798

SW CORNER OF THE SE 1/4 OF SECTION 5-23-27 FOUND 3/4" IP IN WELL BOX CCR# 074805

SE CORNER OF THE NW 1/4 OF SECTION 5-23-27 NOTHING FOUND CALCULATED

SOUTHEASTERN CORNER OF LOT 34

L=13.69'
R=3400.00'
Δ=007°3'51"
C.B.=S67°35'10"W
C.D.=13.69'

DUKE ENERGY UTILITY EASEMENT (ORB 10767, PG 5745)

L=1110.73'
R=3350.00'
Δ=18°59'49"
C.B.=S77°11'58"W
C.D.=1105.65'

L=23.75'
R=3375.00'
Δ=00°24'11"
C.B.=N67°24'43"E
C.D.=23.75'

L=33.82'
R=3350.00'
Δ=0°34'42"
C.B.=N67°24'43"E
C.D.=33.82'

L=25.22'
R=3350.00'
Δ=0°34'42"
C.B.=N67°24'43"E
C.D.=25.22'

NE CORNER OF SECTION 5-23-27 FOUND 5/8" CM (W/O R/S 1585/1815) CCR# 093094

POINT OF BEGINNING

S002°41'2"E 240.07'

S002°41'2"E 210.93'

S002°41'2"E 294.11'

S002°41'2"E 262.67'

S004°50'10"E 262.67'

E LINE OF THE NE 1/4 OF SECTION 5-23-27

E LINE OF THE NW 1/4 OF SECTION 5-23-27

S LINE OF THE NW 1/4 OF SECTION 5-23-27

S LINE OF THE NE 1/4 OF SECTION 5-23-27

S LINE OF THE NW 1/4 OF SECTION 5-23-27

S LINE OF THE NE 1/4 OF SECTION 5-23-27

S LINE OF THE NW 1/4 OF SECTION 5-23-27

S LINE OF THE NE 1/4 OF SECTION 5-23-27

S LINE OF THE NW 1/4 OF SECTION 5-23-27

S LINE OF THE NE 1/4 OF SECTION 5-23-27

WATERSIDE ON JOHNS LAKE - PHASE 1 REPLAT

BEING A REPLAT OF TRACT E, LOTS 1 TO 34, TRACT N AND A PORTION OF TRACT H, WATERSIDE ON JOHNS LAKE - PHASE 1 AS RECORDED IN PLAT BOOK 82, PAGES 74 TO 80 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA SECTIONS 5 AND 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK:

PAGE:

LINE TABLE (THIS SHEET ONLY)		
#	BEARING	DISTANCE
L178	N03°54'23"E	29.04'
L179	N14°05'41"E	8.09'
L180	N14°05'41"E	30.41'
L181	N30°57'34"E	24.14'
L182	N30°57'34"E	17.87'
L183	N27°46'44"E	50.97'
L184	N27°46'44"E	12.56'
L185	N26°53'26"E	104.87'
L186	N26°53'26"E	48.45'
L187	N19°09'20"E	49.39'
L188	N19°09'20"E	27.50'
L189	N00°19'47"W	14.80'
L190	N00°19'47"W	2.44'
L191	N61°32'35"E	55.55'
L192	N61°32'35"E	14.93'
L193	N77°59'53"E	0.39'
L194	N75°12'35"E	72.64'
L195	N75°12'35"E	7.58'
L196	N88°49'55"E	13.03'

CURVE TABLE (THIS SHEET ONLY)					
#	LENGTH	RADIUS	DELTA	CHD BEARING	CHD DIST
C31	6.19'	610.00'	00°34'52"	S10°36'27"W	6.19'
C32	87.05'	610.00'	08°10'36"	S14°59'11"W	86.98'
C33	87.05'	610.00'	08°10'35"	S23°09'46"W	86.98'
C34	87.05'	610.00'	08°10'35"	S31°20'22"W	86.98'
C35	87.05'	610.00'	08°10'35"	S39°30'57"W	86.98'
C36	87.05'	610.00'	08°10'35"	S47°41'33"W	86.98'
C37	87.05'	610.00'	08°10'35"	S55°52'08"W	86.98'
C38	87.05'	610.00'	08°10'35"	S64°02'44"W	86.98'
C39	87.05'	610.00'	08°10'35"	S72°13'19"W	86.98'

PLAT LEGEND

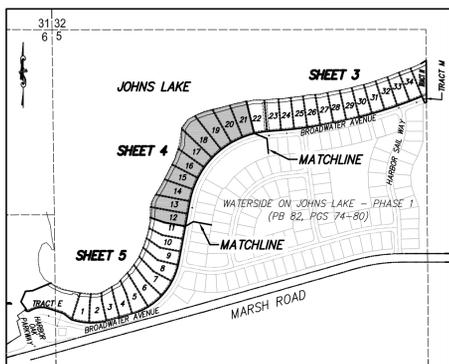
- ± MORE OR LESS IDENTIFICATION
- ORP OFFICIAL RECORD BOOK
- DB DEED BOOK
- PB PLAT BOOK
- PC PAGE
- CCR CERTIFIED CORNER RECORD
- RHPZ RIPARIAN HABITAT PROTECTION ZONE
- CL CENTERLINE
- FOUND CONCRETE MONUMENT AS NOTED
- SET 4"x4" CONCRETE MONUMENT (PRM LB 8011)
- ⊙ PERMANENT REFERENCE MONUMENT SET NAIL & DISK (PCP LB 8011)
- ⊙ PERMANENT CONTROL POINT
- SET 5/8" IRON ROD & CAP (LB 1221)
- CHANGE IN DIRECTION (R/W LINE)
- ▲ CHANGE IN DIRECTION (UPLAND BUFFER)
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT
- IP IRON PIPE
- NAVD NORTH AMERICAN VERTICAL DATUM
- NGVD NATIONAL GEODETIC VERTICAL DATUM
- L LENGTH
- R RADIUS
- Δ DELTA
- C.B. CHORD BEARING
- C.D. CHORD DISTANCE
- CHD BEARING CHORD BEARING
- CHD DIST CHORD DISTANCE
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- PRC POINT OF REVERSE CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- R/W RIGHT OF WAY
- (R) RADIAL
- (NR) NON RADIAL
- CM CONCRETE MONUMENT
- LB LICENSED BUSINESS
- PI POINT OF INTERSECTION
- LS LAND SURVEYOR
- FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
- EL ELEVATION
- FEMA FEDERAL EMERGENCY MANAGEMENT ASSOCIATION
- D.W.E. DRAINAGE & WALL EASEMENT
- D.U.S.E. DRAINAGE, UTILITY & SIDEWALK ENCROACHMENT EASEMENT

UPLAND BUFFER LINE TABLE (THIS SHEET ONLY)		
#	BEARING	DISTANCE
L102	S11°51'01"W	2.25'
L103	S01°37'00"E	36.38'
L104	S07°28'16"W	35.95'
L105	S01°08'26"E	5.61'
L106	S01°08'26"E	30.48'
L107	S21°55'01"W	32.56'
L108	S32°40'37"W	32.72'
L109	S32°40'37"W	7.46'
L110	S31°02'21"W	56.56'
L111	S28°01'23"W	55.99'
L112	S28°01'23"W	8.56'
L113	S27°09'47"W	104.97'
L114	S27°09'47"W	50.57'
L115	S16°56'46"W	23.46'
L116	S24°45'58"W	40.79'
L117	S24°45'58"W	43.06'
L118	S04°09'29"W	95.38'
L119	S04°09'29"W	10.72'
L120	S01°06'28"W	10.37'
L121	S34°31'40"W	60.28'
L122	S62°51'51"W	53.46'
L123	S62°51'51"W	9.22'
L124	S69°38'17"W	59.07'
L125	S75°42'26"W	52.10'
L126	S74°46'55"W	8.64'
L127	S74°46'55"W	45.86'
L128	S74°31'30"W	75.76'
L129	S74°31'30"W	9.91'
L130	S49°46'38"W	2.71'
L131	S74°07'05"W	34.42'
L132	S81°09'04"W	35.87'
L133	S68°54'16"W	21.53'
L134	S88°49'55"W	14.19'

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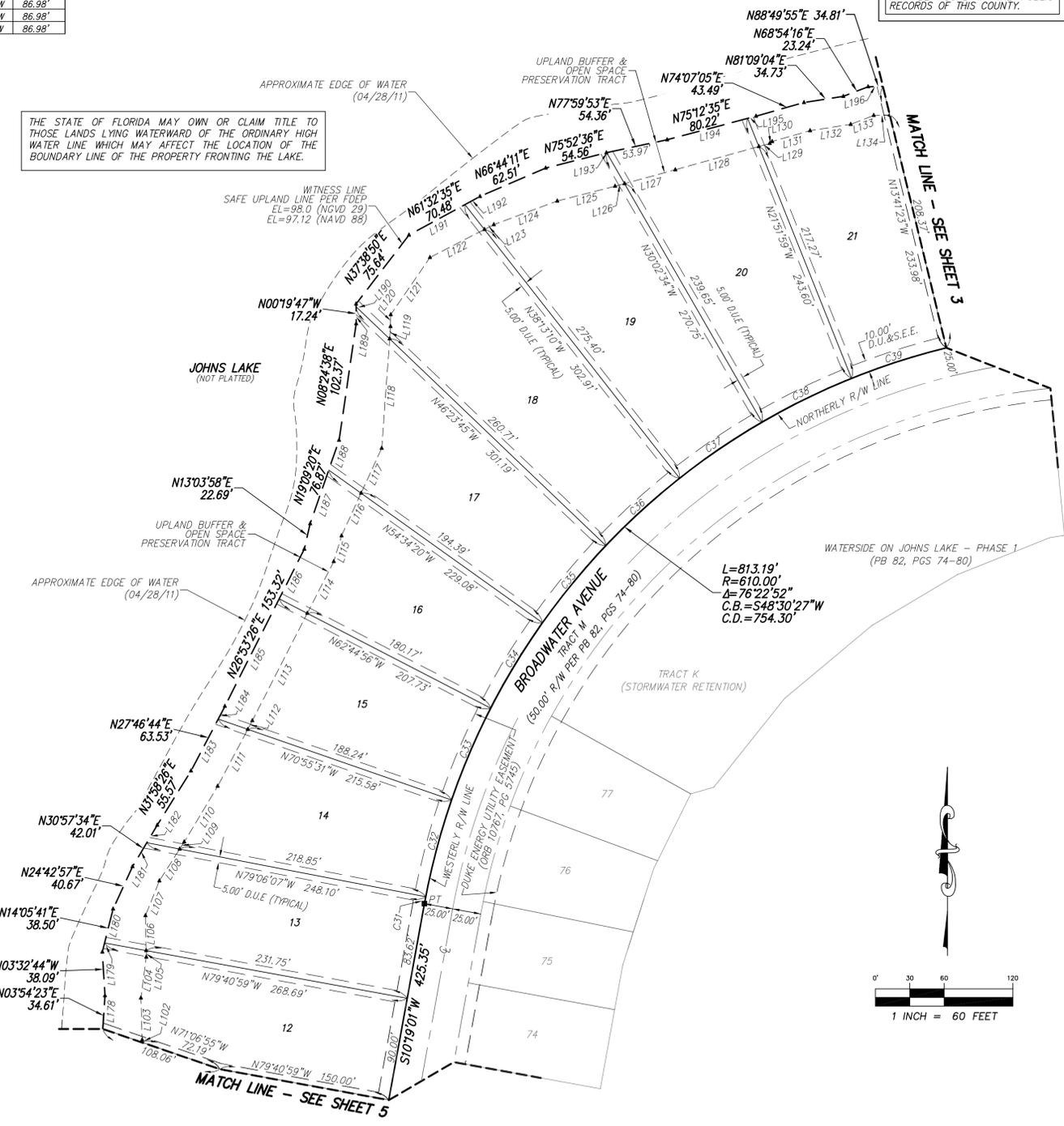
SHEET 4 OF 7



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CERTIFICATE OF AUTHORIZATION NO. LB 8011



WATERSIDE ON JOHNS LAKE - PHASE 1 REPLAT

BEING A REPLAT OF TRACT E, LOTS 1 TO 34, TRACT N AND A PORTION OF TRACT H, WATERSIDE ON JOHNS LAKE - PHASE 1 AS RECORDED IN PLAT BOOK 82, PAGES 74 TO 80 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA SECTIONS 5 AND 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK: PAGE:

UPLAND BUFFER LINE TABLE (THIS SHEET ONLY)

#	BEARING	DISTANCE
L60	N54°50'42"W	35.68'
L61	N64°18'48"W	44.69'
L62	N66°05'44"W	37.99'
L63	N78°11'08"W	57.83'
L64	N78°05'39"W	12.92'
L65	S11°54'21"W	10.00'
L66	N78°05'39"W	28.26'
L67	N80°58'18"W	9.75'
L68	N11°54'21"E	10.01'
L69	N80°58'18"W	12.87'
L70	N80°58'18"W	16.53'
L71	N87°29'05"W	37.32'
L72	N85°40'37"W	26.90'
L73	N85°40'37"W	7.90'
L74	N89°09'23"W	39.55'
L75	S76°20'24"W	31.76'
L76	S76°20'24"W	3.27'
L77	S62°43'10"W	41.10'
L78	S58°53'03"W	7.90'
L79	S84°10'45"W	2.61'
L80	S51°37'27"W	8.84'
L81	S58°53'03"W	23.38'
L82	S58°53'03"W	22.58'
L83	S63°26'03"W	37.75'
L84	S38°44'34"W	21.64'
L85	S38°44'34"W	17.11'
L86	S44°54'52"W	34.91'
L87	S42°30'55"W	24.82'
L88	S42°30'55"W	19.17'
L89	S69°34'23"W	10.43'
L90	S35°09'28"W	46.05'
L91	S35°09'28"W	13.59'
L92	S35°06'01"W	55.43'
L93	S25°09'03"W	3.15'
L94	S25°09'03"W	52.33'
L95	S23°59'22"W	19.32'
L96	S23°59'22"W	34.31'
L97	S17°55'27"W	38.55'
L98	S17°55'27"W	35.95'
L99	S11°58'21"W	40.77'
L100	S11°58'21"W	23.00'
L101	S11°51'01"W	55.29'

LINE TABLE (THIS SHEET ONLY)

#	BEARING	DISTANCE
L155	S80°58'18"E	25.60'
L156	S80°58'18"E	11.25'
L157	S85°40'37"E	29.04'
L158	S85°40'37"E	5.40'
L159	N62°43'10"E	5.10'
L160	N62°43'10"E	32.18'
L161	N58°53'03"E	49.57'
L162	N58°53'03"E	15.58'
L163	N38°44'34"E	28.99'
L164	N38°44'34"E	5.64'
L165	N42°30'55"E	31.36'
L166	N42°30'55"E	24.67'
L167	N36°57'01"E	47.36'
L168	N36°57'01"E	5.34'
L169	N24°13'57"E	11.49'
L170	N24°13'57"E	41.36'
L171	N21°32'53"E	28.01'
L172	N21°32'53"E	23.77'
L173	N18°38'41"E	46.19'
L174	N18°38'41"E	23.45'
L175	N12°48'04"E	49.08'
L176	N12°48'04"E	13.76'
L177	N03°54'23"E	5.57'

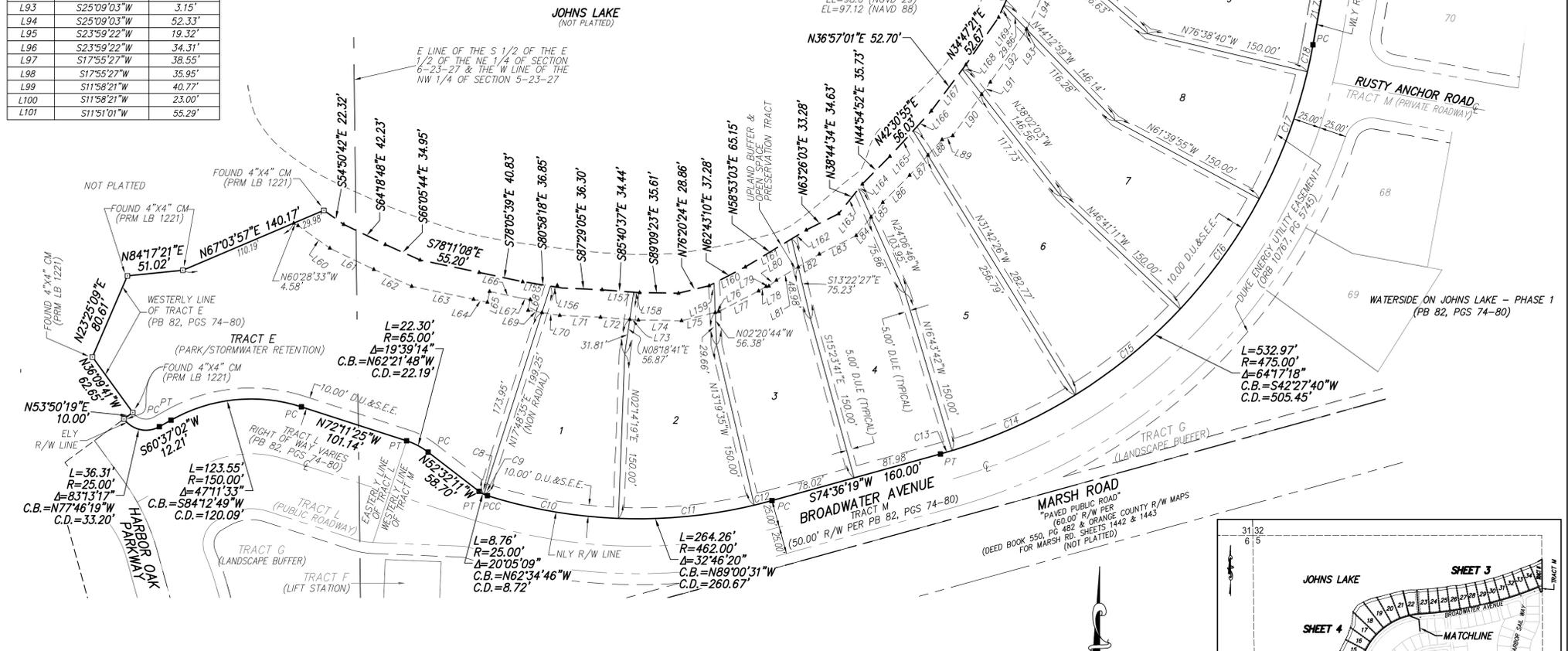
PLAT LEGEND

± MORE OR LESS IDENTIFICATION	L LENGTH
ORB OFFICIAL RECORD BOOK	R RADIUS
DB DEED BOOK	Δ DELTA
PB PLAT BOOK	C.B. CHORD BEARING
PG PAGE	C.D. CHORD DISTANCE
CCR CERTIFIED CORNER RECORD	CHD BEARING CHORD BEARING
RHPZ RIPARIAN HABITAT PROTECTION ZONE	CHD DIST CHORD DISTANCE
□ FOUND CONCRETE MONUMENT AS NOTED	PC POINT OF CURVATURE
■ SET 4"x4" CONCRETE MONUMENT (PRM LB 1221)	PT POINT OF TANGENCY
○ PERMANENT REFERENCE MONUMENT	PRC POINT OF REVERSE CURVATURE
⊙ SET NAIL & DISK (PCP LB 8011)	PCC POINT OF COMPOUND CURVATURE
⊙ PERMANENT CONTROL POINT	R/W RIGHT OF WAY
⊙ SET 5/8" IRON ROD & CAP (LB 1221)	(R) RADIAL
⊙ CHANGE IN DIRECTION (R/W LINE)	(NR) NON RADIAL
▲ CHANGE IN DIRECTION (UPLAND BUFFER)	CM CONCRETE MONUMENT
D.E. DRAINAGE EASEMENT	LB LICENSED BUSINESS
U.E. UTILITY EASEMENT	LS LAND SURVEYOR
IP IRON PIPE	FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NAVD NORTH AMERICAN VERTICAL DATUM	FEMA FEDERAL EMERGENCY MANAGEMENT ASSOCIATION
NGVD NATIONAL GEODETIC VERTICAL DATUM	PI POINT OF INTERSECTION
D.U.E. DRAINAGE & UTILITY EASEMENT	D.U.&S.E. DRAINAGE, UTILITY & SIDEWALK ENCROACHMENT EASEMENT

CURVE TABLE (THIS SHEET ONLY)

#	LENGTH	RADIUS	DELTA	CHD BEARING	CHD DIST
C8	5.27'	25.00'	12°04'44"	S58°34'33"E	5.26'
C9	3.49'	25.00'	8°00'25"	S68°37'08"E	3.49'
C10	122.07'	462.00'	15°08'21"	S80°11'31"E	121.72'
C11	125.51'	462.00'	15°33'54"	N84°27'22"E	125.12'
C12	16.68'	462.00'	02°04'05"	N75°38'22"E	16.68'
C13	11.06'	475.00'	01°20'01"	N73°56'19"E	11.06'
C14	124.18'	475.00'	14°58'45"	N65°46'56"E	123.83'
C15	124.18'	475.00'	14°58'44"	N50°48'11"E	123.83'
C16	124.18'	475.00'	14°58'44"	N35°49'27"E	123.83'
C17	124.18'	475.00'	14°58'44"	N20°50'42"E	123.83'
C18	25.19'	475.00'	03°02'19"	N11°50'10"E	25.19'

THE STATE OF FLORIDA MAY OWN OR CLAIM TITLE TO THOSE LANDS LYING WATERWARD OF THE ORDINARY HIGH WATER LINE WHICH MAY AFFECT THE LOCATION OF THE BOUNDARY LINE OF THE PROPERTY FRONTING THE LAKE.



SHEET 5 OF 7



LAND DEVELOPMENT & TRANSPORTATION ENGINEERING PLANNING | SURVEYING & MAPPING

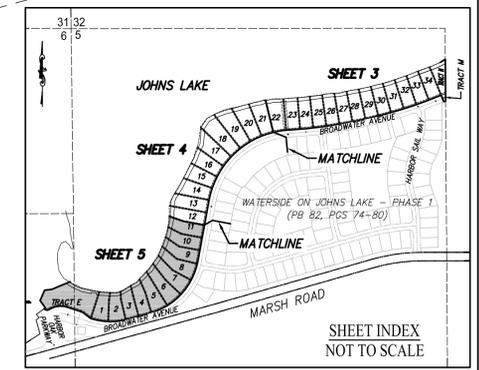
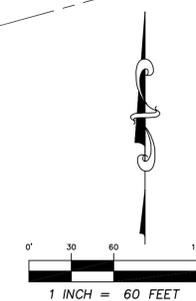
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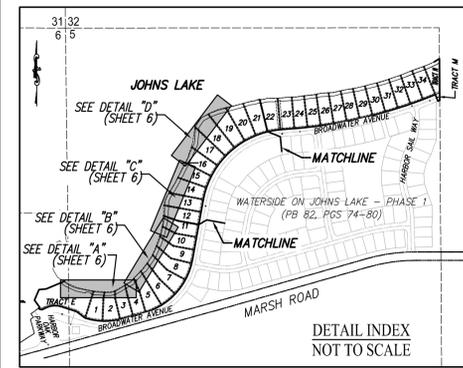
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LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L254	25.67'	S54° 56' 09"E	L284	27.09'	N17° 55' 27"E
L255	42.59'	S60° 54' 40"E	L285	46.33'	N11° 58' 21"E
L256	35.63'	S71° 03' 17"E	L286	16.11'	N11° 58' 21"E
L257	54.86'	S78° 02' 57"E	L287	54.55'	N11° 51' 01"E
L258	41.52'	S78° 57' 30"E	L288	4.02'	N1° 37' 00"W
L259	24.99'	S78° 42' 06"E	L289	31.40'	N1° 37' 00"W
L260	11.89'	S78° 42' 06"E	L290	36.06'	N7° 28' 16"E
L261	36.33'	S84° 08' 40"E	L291	8.79'	N1° 08' 26"W
L262	29.04'	S87° 48' 47"E	L292	30.51'	N1° 08' 26"W
L263	6.09'	S87° 48' 47"E	L293	40.01'	N21° 55' 01"E
L264	35.87'	S89° 49' 41"E	L294	25.09'	N32° 40' 37"E
L265	29.79'	N76° 24' 21"E	L295	17.09'	N32° 40' 37"E
L266	4.17'	N63° 18' 44"E	L296	55.54'	N31° 02' 21"E
L267	31.58'	N63° 18' 44"E	L297	51.39'	N28° 01' 23"E
L268	51.88'	N56° 37' 54"E	L298	12.31'	N28° 01' 23"E
L269	16.89'	N56° 37' 54"E	L299	104.82'	N27° 09' 47"E
L270	32.50'	N62° 55' 57"E	L300	48.30'	N27° 09' 47"E
L271	29.34'	N38° 09' 19"E	L301	22.93'	N16° 56' 46"E
L272	6.48'	N38° 09' 19"E	L302	47.20'	N24° 45' 58"E
L273	35.49'	N45° 48' 30"E	L303	33.81'	N24° 45' 58"E
L274	30.61'	N44° 35' 00"E	L304	100.89'	N4° 09' 29"E
L275	26.74'	N44° 35' 00"E	L305	11.01'	N1° 06' 28"E
L276	45.86'	N35° 09' 28"E	L306	6.20'	N1° 06' 28"E
L277	6.02'	N35° 09' 28"E	L307	74.10'	N34° 31' 40"E
L278	53.24'	N35° 06' 01"E	L308	54.88'	N62° 51' 51"E
L279	10.38'	N25° 09' 03"E	L309	15.60'	N62° 51' 51"E
L280	42.66'	N25° 09' 03"E	L310	61.87'	N69° 38' 17"E
L281	26.45'	N23° 59' 22"E	L311	53.22'	N75° 42' 26"E
L282	25.60'	N23° 59' 22"E	L312	1.82'	N74° 46' 55"E
L283	44.78'	N17° 55' 27"E	L313	52.42'	N74° 46' 55"E



NOTICE

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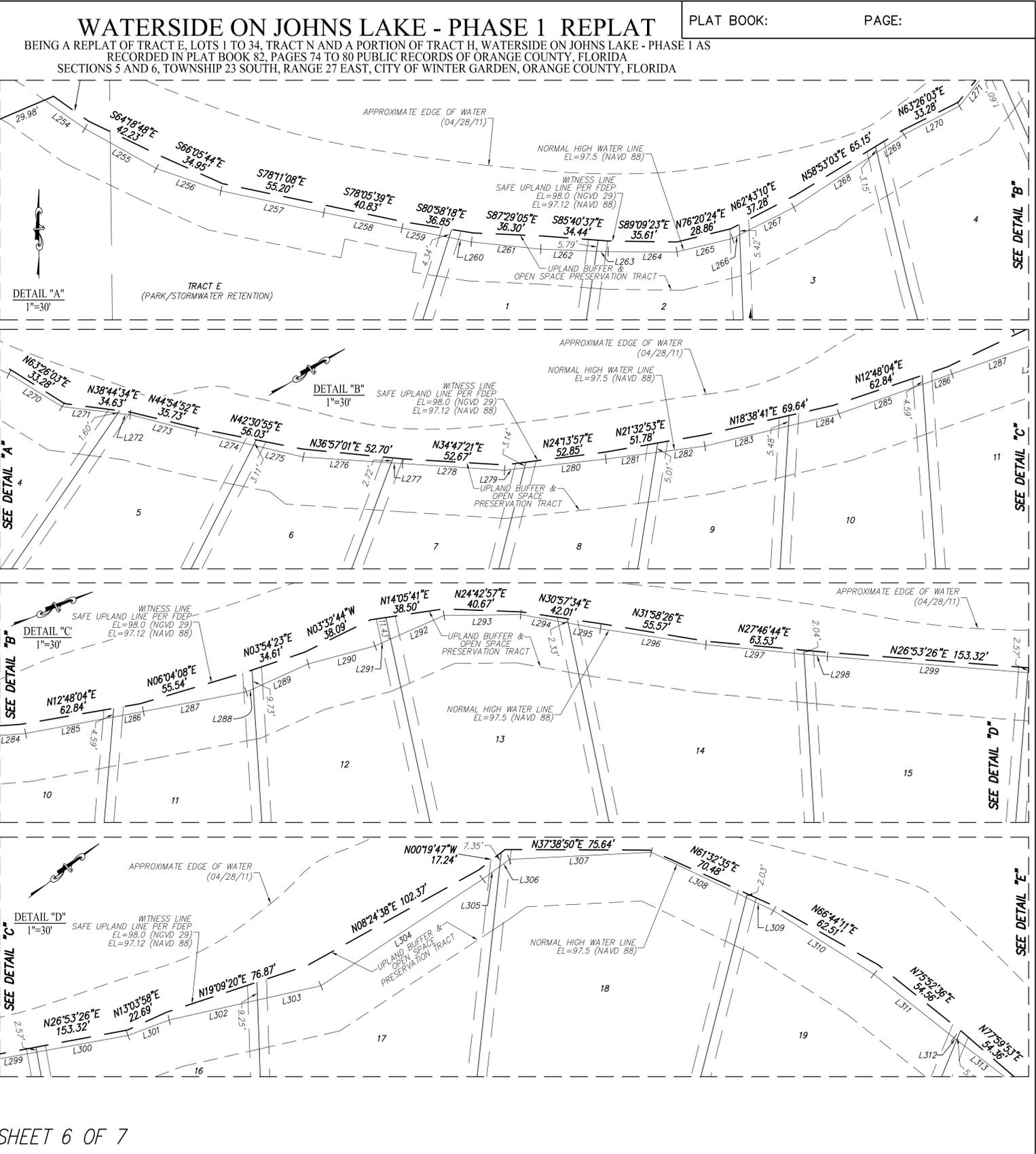
Dewberry LAND DEVELOPMENT & TRANSPORTATION ENGINEERING PLANNING | SURVEYING & MAPPING

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
PHONE: 407.843.5120 FAX: 407.848.9104
WWW.DEBERRY.COM

BOWYER SINGLETON

CERTIFICATE OF AUTHORIZATION No. LB 8011

SHEET 6 OF 7



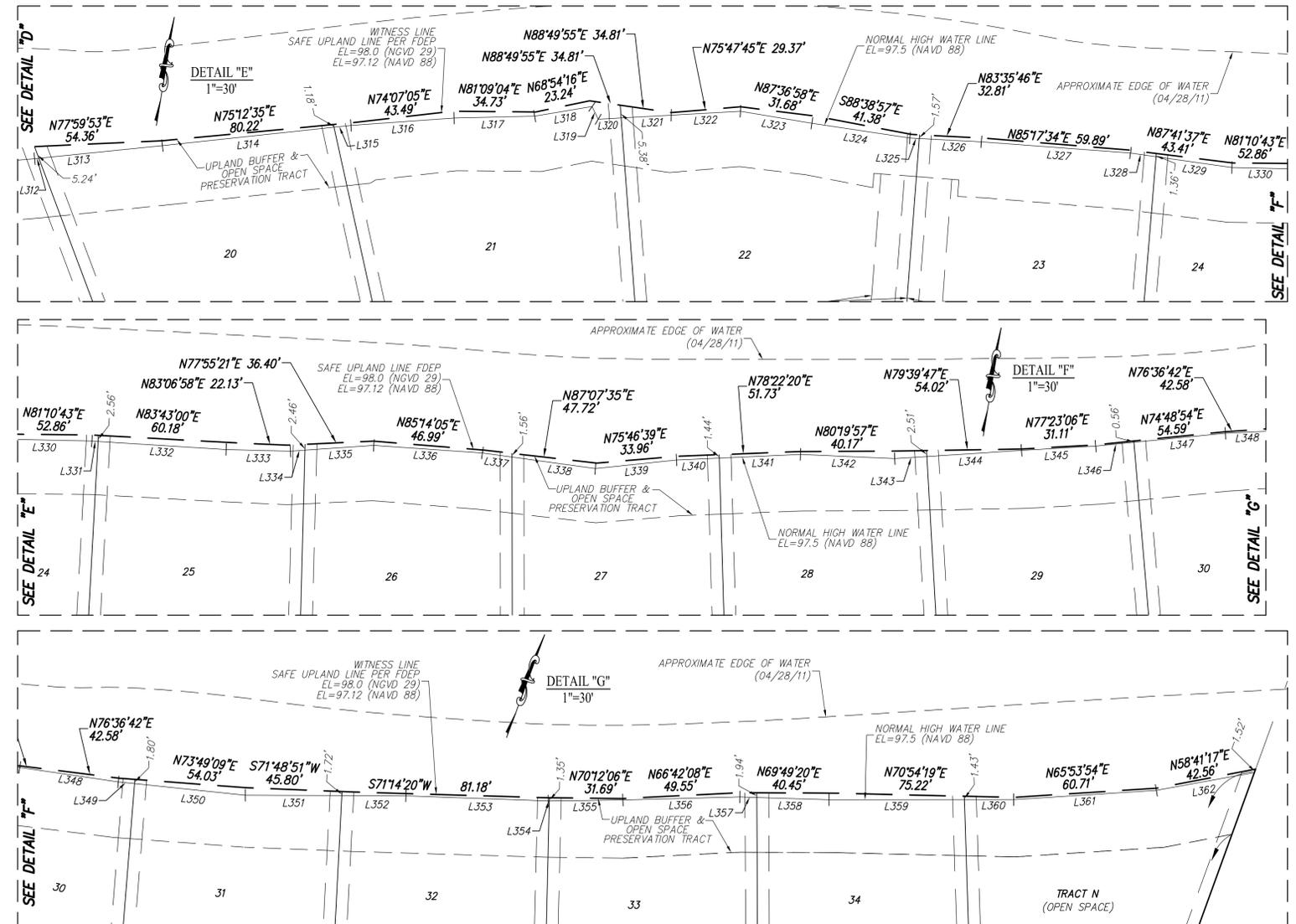
NORMAL HIGH WATER LINE TABLE

LINE #	LENGTH	DIRECTION
L312	1.82'	N74° 46' 55"E
L313	52.42'	N74° 46' 55"E
L314	72.90'	N74° 31' 33"E
L315	7.22'	N74° 31' 33"E
L316	43.61'	N76° 31' 36"E
L317	34.09'	N79° 14' 09"E
L318	24.56'	N71° 07' 42"E
L319	5.93'	S35° 18' 24"E
L320	9.72'	N77° 27' 33"E
L321	21.18'	N77° 27' 33"E
L322	29.27'	N77° 19' 23"E
L323	30.63'	S89° 54' 53"E
L324	41.83'	N89° 08' 08"E
L325	3.97'	N83° 34' 11"E
L326	26.25'	N83° 34' 11"E
L327	63.19'	N84° 52' 18"E
L328	10.87'	N88° 42' 18"E
L329	32.39'	N88° 42' 18"E
L330	52.58'	N81° 49' 17"E
L331	2.63'	N84° 11' 34"E
L332	54.16'	N84° 11' 34"E
L333	27.18'	N82° 03' 39"E
L334	6.17'	N76° 39' 58"E
L335	29.14'	N76° 39' 58"E
L336	45.98'	N84° 32' 42"E
L337	12.62'	N88° 24' 56"E
L338	35.52'	N88° 24' 56"E
L339	34.46'	N74° 35' 26"E
L340	18.10'	N78° 02' 48"E
L341	34.32'	N78° 02' 48"E
L342	39.85'	N83° 08' 08"E
L343	13.58'	N76° 51' 57"E
L344	40.06'	N76° 51' 57"E
L345	31.37'	N77° 20' 54"E
L346	16.23'	N74° 58' 03"E
L347	38.82'	N74° 58' 03"E
L348	42.06'	N77° 54' 33"E
L349	6.86'	N75° 30' 42"E
L350	47.03'	N75° 30' 42"E
L351	40.79'	N69° 46' 48"E
L352	27.07'	N69° 46' 48"E
L353	60.13'	N71° 35' 48"E
L354	0.49'	N68° 47' 12"E
L355	31.06'	N68° 47' 12"E
L356	49.48'	N68° 02' 56"E
L357	7.14'	N71° 22' 20"E
L358	30.51'	N71° 22' 20"E
L359	57.18'	N69° 30' 57"E
L360	20.84'	N69° 30' 57"E
L361	60.36'	N65° 50' 18"E
L362	42.07'	N59° 17' 57"E

WATERSIDE ON JOHNS LAKE - PHASE 1 REPLAT

BEING A REPLAT OF TRACT E, LOTS 1 TO 34, TRACT N AND A PORTION OF TRACT H, WATERSIDE ON JOHNS LAKE - PHASE 1 AS RECORDED IN PLAT BOOK 82, PAGES 74 TO 80 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
SECTIONS 5 AND 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK: PAGE:



SHEET 7 OF 7

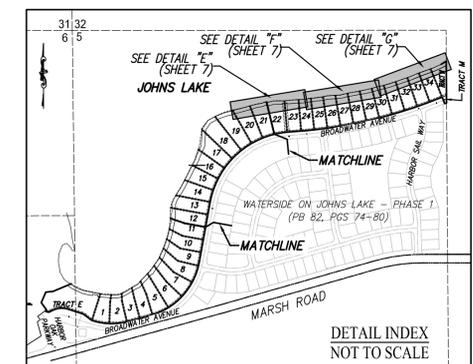


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THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: March 19, 2015

Meeting Date: March 26, 2015

Subject: 12728 West Colonial Drive
Classic Car Wash
Site Plan
PARCEL ID# 25-22-27-6728-01-011

Issue: The applicant is requesting Site Plan approval to construct a +/- 2,000 square foot building to be used as a car detailing center.

Discussion:

The proposed detail center is being added to the existing car wash to allow some of the detail work to be done inside.

Recommended Action:

Staff recommends approval of the site plan subject to the conditions of the staff report.

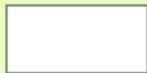
Attachment(s)/References:

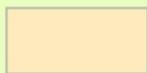
Location Map
Staff Report
Site Plan
Elevations

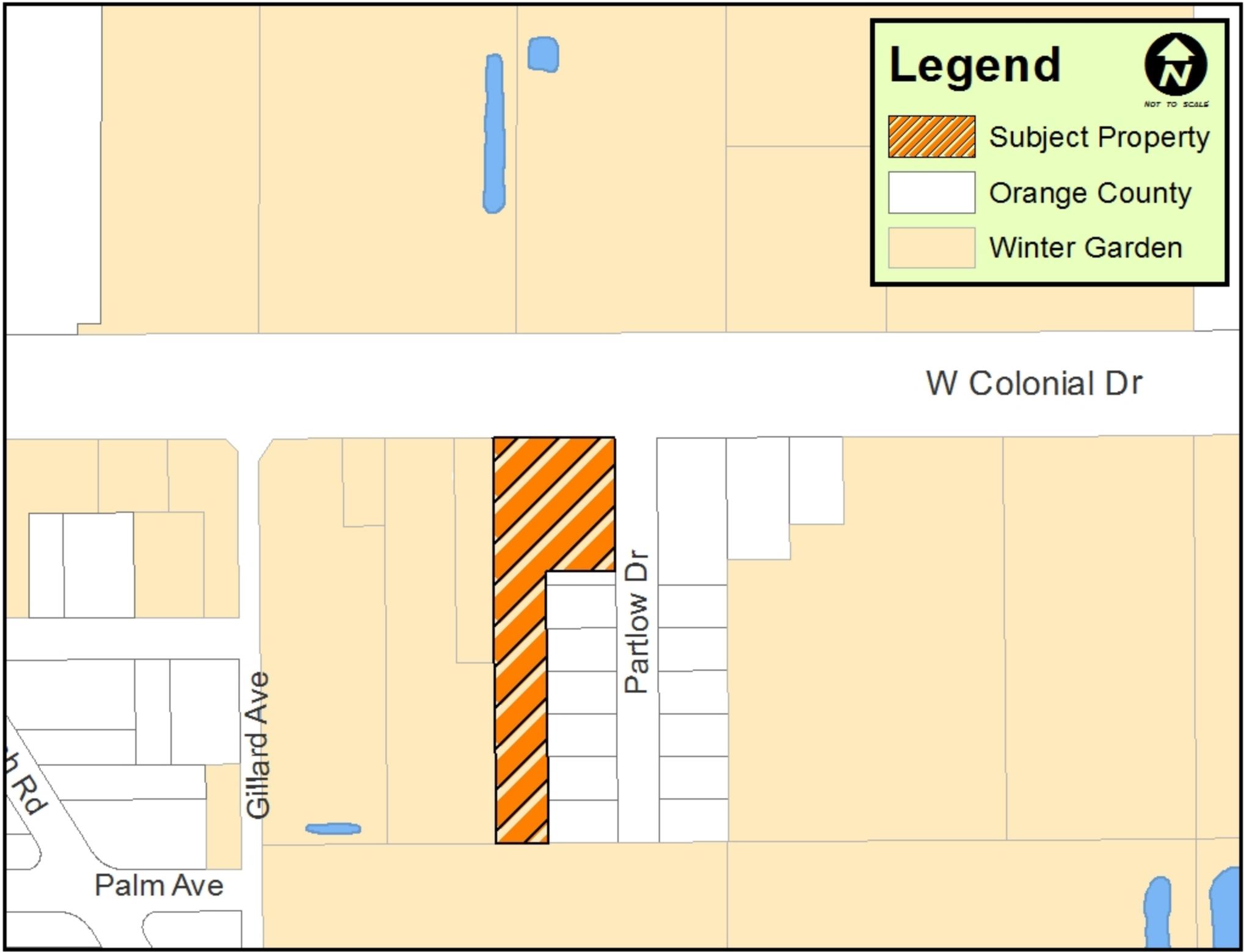
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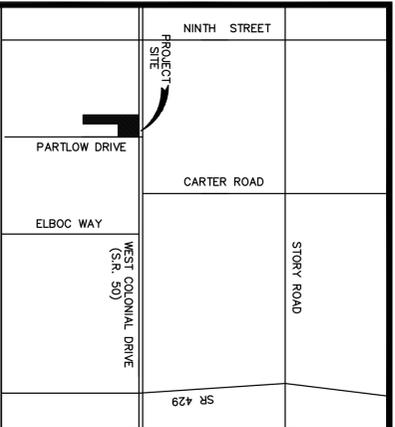


 Subject Property

 Orange County

 Winter Garden





LOCATION MAP
 Parcel ID: 25-22-27-6728-01-011
 Address 12728 W. COLONIAL DRIVE

LEGAL DESCRIPTION
 LOT 1, LESS THE SOUTH THIRDS OF PARLOW DRIVE, BEING THE SOUTH THIRDS OF PARLOW DRIVE, PLAT BOOK 49, PAGE 114, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND

The West 75 feet of the East 1/2 of the Northwest 1/4 of Block "W", LESS the North 75 feet for State Road, OVERSTREET GRATE AND COMPANY'S LAND, according to the Plat thereof as recorded in Plat Book "F", Page 9, Public Records of Orange County, Florida.

CONTACT INFORMATION

OWNER: Classic Car Wash
 Mr. Chad Chihne
 12728 W. Colonial Drive
 Winter Garden, Florida 34787
 407-347-5147
 chihne1228@aol.com

ENGINEER: Kirby Engineering, L.L.C.
 P. O. Box 770669
 Winter Garden, FL 34787
 407-877-9400
 407-877-9933 (Fax)
 jrk@kirbyeng.com

SURVEYOR: Ireland & Associates Surveying, Inc
 4859 Cairns Wren Trail
 Sanford, Florida 32771
 407-878-3366
 irelandsurveying@gmail.com

UTILITY CONTACTS

REUSE SAUNTRY SEWER WATER: CITY OF WINTER GARDEN
 300 W. PLANT STREET
 WINTER GARDEN, FL 34787
 TEL. (407) 656-4100

FIRE SERVICE: CITY OF WINTER GARDEN
 1 E CYPRESS STREET
 WINTER GARDEN, FL 34787
 TEL. (407) 656-4689

POWER: DUKE ENERGY
 452 E. GROWN POINT ROAD
 WINTER GARDEN, FL 34787
 (407) 905-3300

PERVIOUS SERVICE RATIO (PSR):
 SITE AREA = 62,173 SF = 1.427 AC
 EXISTING IMPERVIOUS AREA = 26,000 SF = 0.597 AC
 PROPOSED IMPERVIOUS AREA 5131 SF (New Conc.) + 2000 (New Bldg.) + 2000 SF (Future Imp.) = 9,131 SF = 0.210 AC
 TOTAL IMPERVIOUS AREA = 0.597 + 0.210 = 0.807 AC
 IMPERVIOUS SURFACE RATIO = 0.807 / 1.427 = 56.6% < 70% OK

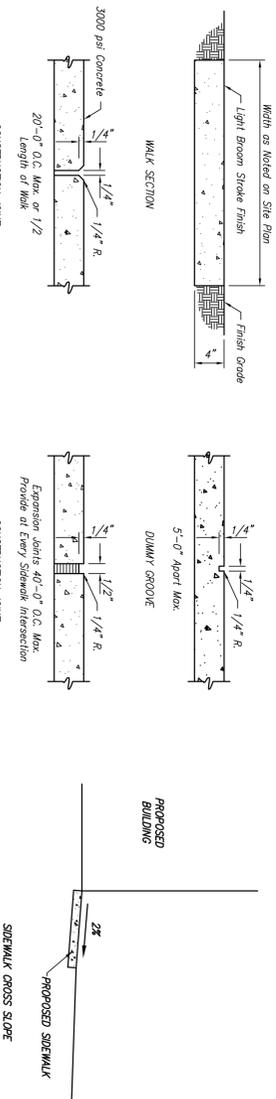
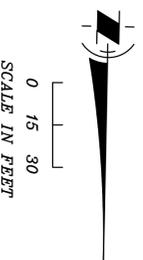
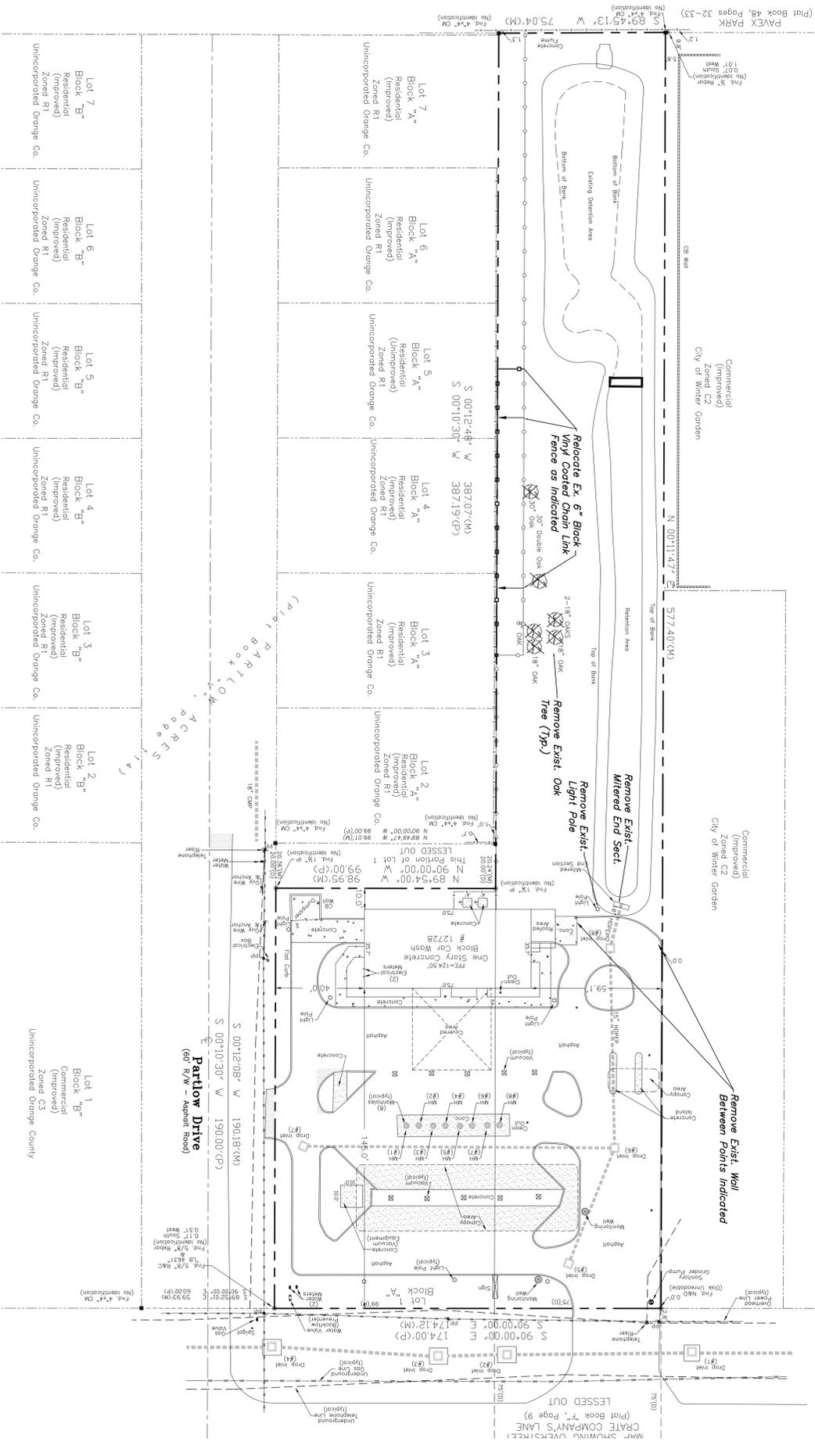
FLOOR TO AREA RATIO (FAR):
 EXISTING BUILDING = 2678 SF
 PROPOSED BUILDING = 2000 SF
 TOTAL FLOOR AREA = 4678 SF
 FLOOR TO AREA RATIO (FAR) = 4678 / 62173 = 7.5%

UTILITY CONTACTS (continued):
TELEPHONE: CENTURY LINK
 P.O. BOX 770339
 WINTER GARDEN, FL 34787
 407-814-5310

CABLE: MR. MARVIN USRY
 BRIGHT HOUSE NETWORK
 844 MAGUIRE ROAD
 WINTER GARDEN, FL 34787
 TEL. (407) 656-2734 (407) 532-8511

GAS: LAKE ANDRA NATURAL GAS
 1350 VINELAND ROAD
 WINTER GARDEN, FL 34787
 TEL. (407) 656-2734

- SPECIAL NOTES**
1. ALL CONST. ACTIVITY SHALL CONFORM TO CHAPTER 106 OF THE CITY OF WINTER GARDEN CODE - CHAPTER 106-STORM WATER MGMT.
 2. SOLID WASTE WILL BE HANDLED VIA EXISTING ON-SITE DUMPSTER
 3. SITE LIGHTING, IF ANY, SHALL COMPLY WITH CITY DARK SKY STANDARDS CHAPTER 118, ARTICLE X, DIVISION 4
 4. PROPOSED TREE REMOVAL, RETAINING WALL, SCREEN WALL, CHAIN LINK FENCE, & ANY "NON-TRAFFIC CONTROL" SIGNAGE SHALL REQUIRE A SEPARATE BUILDING PERMIT
 5. ALL PUBLIC IMPROVEMENTS, INCLUDING ADJACENT SIDEWALKS, PAVEMENT, OR CURBS, WILL BE CHECKED AT FINAL INSPECTION. ANY DAMAGED, BROKEN OR MISSING CURBS, SIDEWALKS, PAVEMENT, OR PAVING SHALL BE REPAIRED AT THE ASSURANCE OF CERTIFICATE OF OCCUPANCY.



FLUSH SIDEWALK DETAILS
 N.T.S.

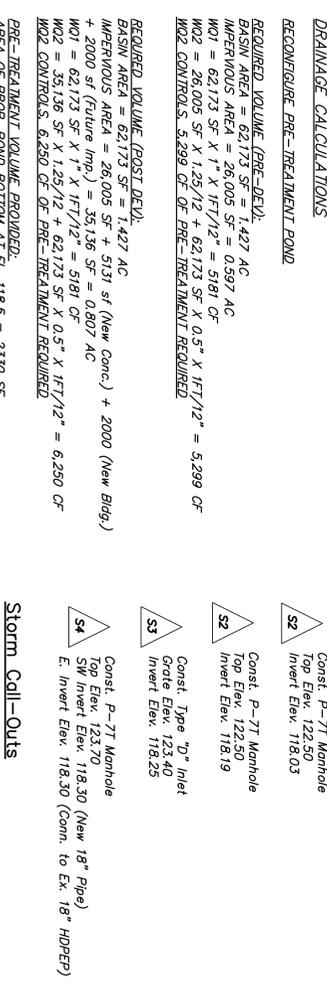
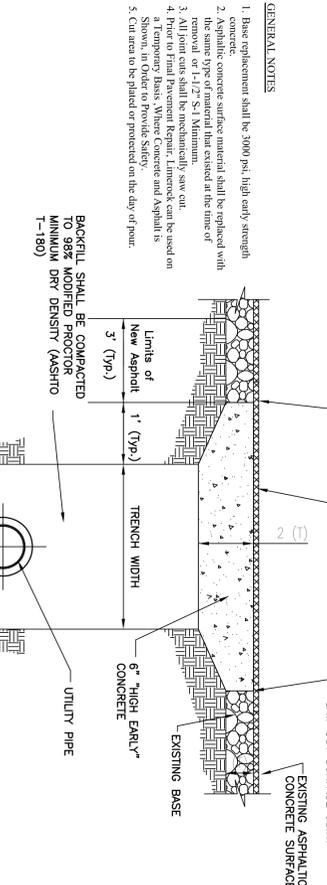
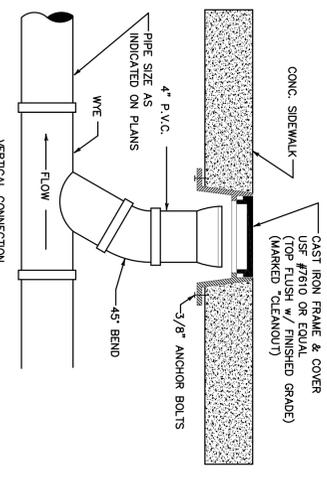
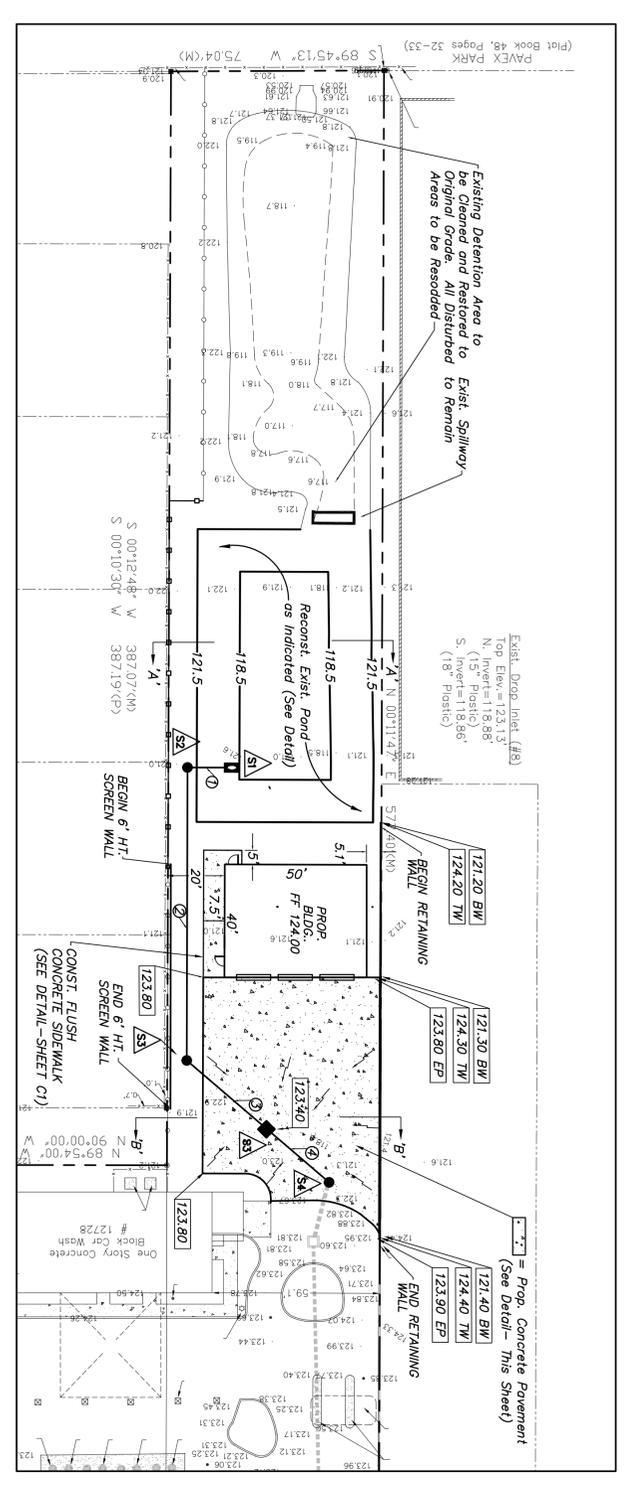
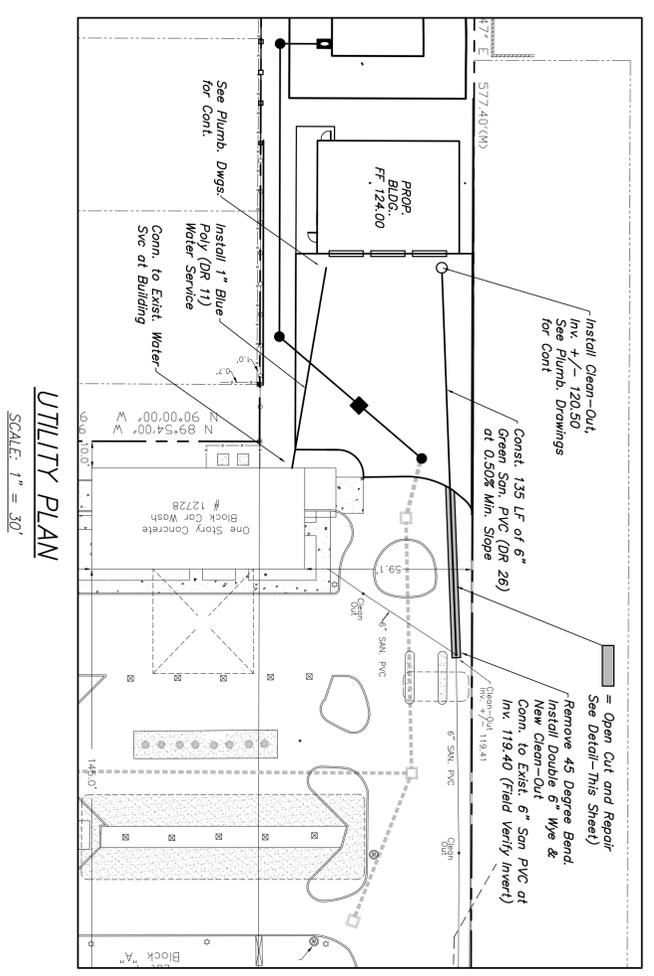
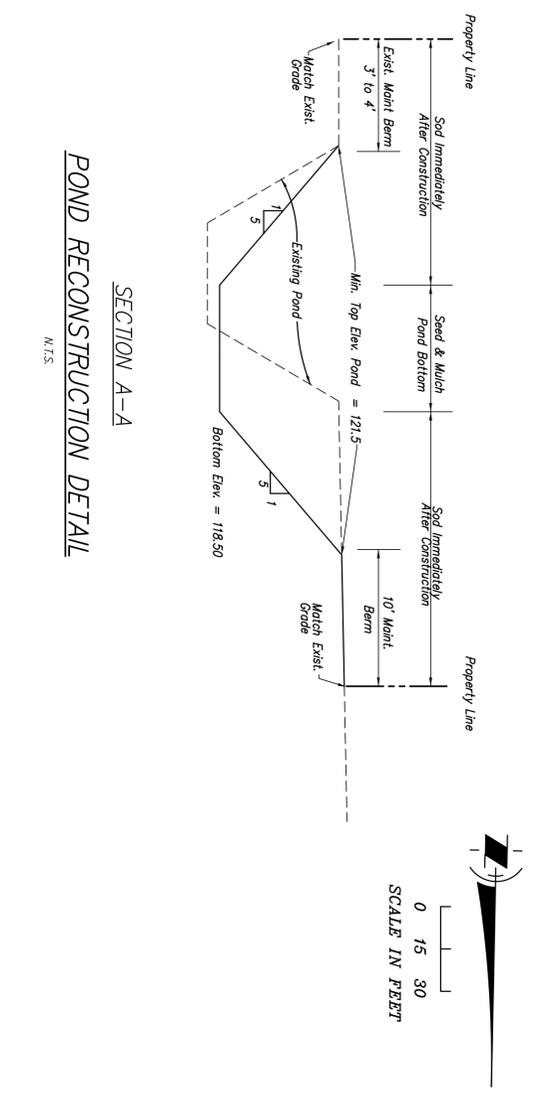
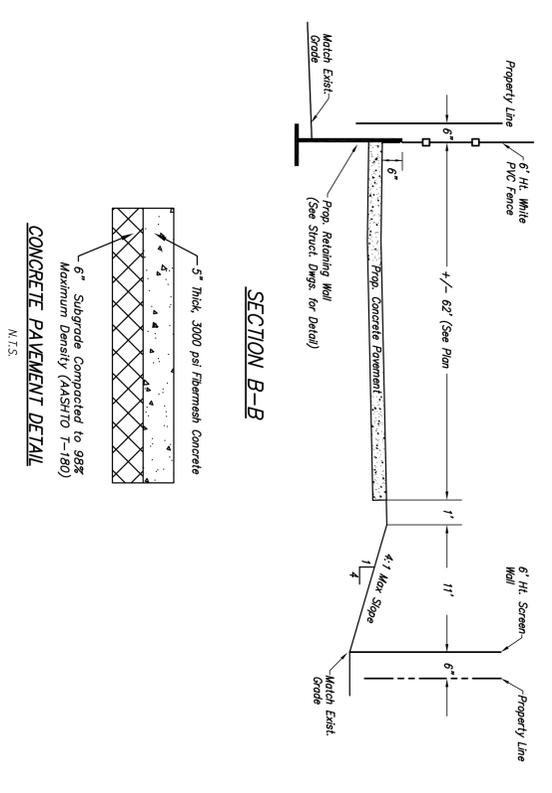
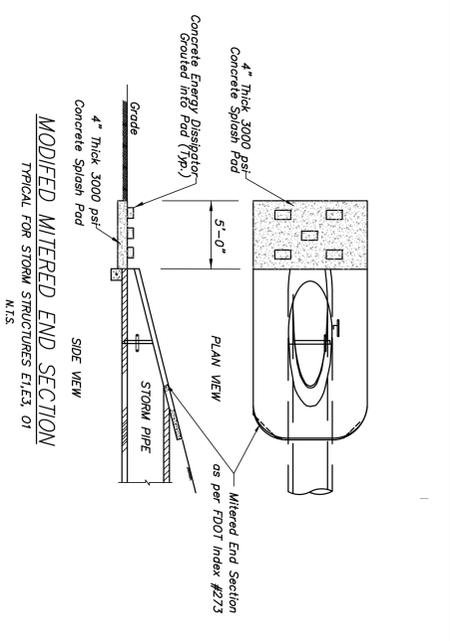
NO.	DATE	REVISIONS
1	5/23/14	Rev. as per CWG-DRC & Owner

DEMOLITION & NOTE PLAN
CLASSIC CAR WASH EXPANSION
12728 WEST COLONIAL DRIVE

KIRBY ENGINEERING, L.L.C.
 JOHN R. KIRBY, P.E.
 407-877-9400

DESIGNED: JK
 DRAWN: JK
 DATE: 4/28/14
 SHEET 1 OF 3

John R. Kirby, P.E.; Lic. No. 0041957



- Storm Structure Index**
- S1 Const. Mod. Mitered End Section
Invert Elev. 118.00
(See Detail—this Sheet)
 - S2 Const. P-7T Manhole
Top Elev. 122.50
Invert Elev. 118.03
 - S3 Const. P-7T Manhole
Top Elev. 122.50
Invert Elev. 118.19
 - S4 Const. Type "D" Inlet
Grade Elev. 123.40
Invert Elev. 118.25

- DRAINAGE CALCULATIONS**
- REQUIRE PRE-TREATMENT POND**
- REQUIRED VOLUME (PRE-DEU):
 BASIN AREA = 62,173 SF = 1,427 AC
 IMPERVIOUS AREA = 26,005 SF = 0.597 AC
 W01 = 62,173 SF X 1" X 1FT/12" = 5181 CF
 W02 = 26,005 SF X 1.25/12 + 62,173 SF X 0.5" X 1FT/12" = 5,299 CF
 W02 CONTROLS: 5,299 CF OF PRE-TREATMENT REQUIRED
- REQUIRED VOLUME (POST DETU):
 BASIN AREA = 62,173 SF = 1,427 AC
 IMPERVIOUS AREA = 26,005 SF + 5131 SF (New Conc.) + 2000 (New Bldg.) + 2000 SF (Future Imp.) = 35,136 SF = 0.807 AC
 W01 = 62,173 SF X 1" X 1FT/12" = 5181 CF
 W02 = 35,136 SF X 1.25/12 + 62,173 SF X 0.5" X 1FT/12" = 6,250 CF
 W02 CONTROLS: 6,250 CF OF PRE-TREATMENT REQUIRED
- PRE-TREATMENT VOLUME PROVIDED:
 AREA OF PROP. POND BOTTOM AT EL. 118.5 = 2330 SF
 AREA OF PROP. POND AT EL. 120.75 (EXIST. CONTROL ELEV.) = 5203 CF
 VOLUME PROVIDED = (2330 + 5203) X 2 X 2.25 = 8,474 CF > 6,250 CF OK.

- GENERAL NOTES**
1. Base replacement shall be 3000 psi, high early strength concrete.
 2. Asphaltic concrete surface material shall be replaced with the same type of S-1 Mix as existed at the time of construction.
 3. All joint cuts shall be mechanically saw cut.
 4. Prior to Final Pavement Report, Linerlock can be used on a Temporary Basis. Where Concrete and Asphalt is used, it shall be placed or protected on the day of pour.
 5. Cut area to be placed or protected on the day of pour.

John R. Kirby, P.E.; Lic. No. 0041957

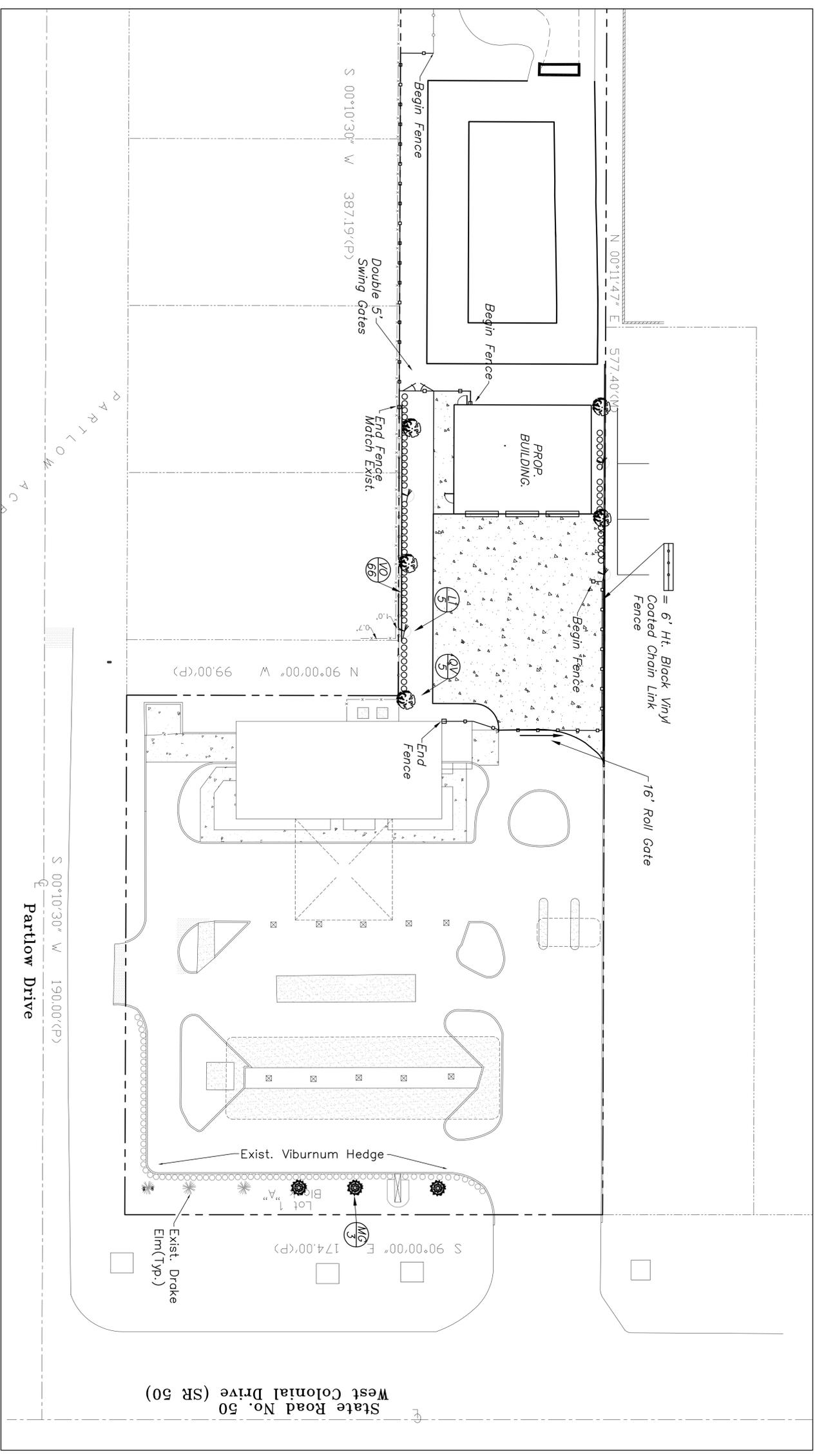
NO.	DATE	REVISIONS
1	4/28/14	Rev. as per CWG-DRC
1	5/23/14	Rev. as per CWG-DRC & Owner

KIRBY ENGINEERING, L.L.C.
 JOHN R. KIRBY, P.E.
 407-877-9400

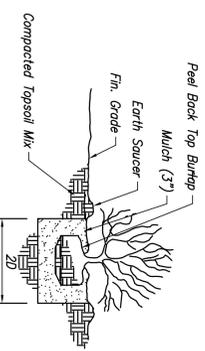
PAVING, GRADING & DRAINAGE & UTILITY PLAN
 CLASSIC CAR WASH EXPANSION
 12728 WEST COLONIAL DRIVE

JK
 DESIGNED
 JK
 DRAWN
 2/5/14
 DATE
 C2
 SHEET 2 OF 3

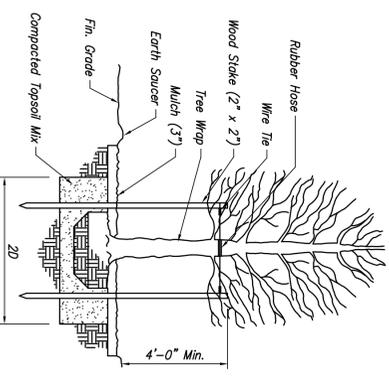
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SCALE IN FEET



State Road No. 50
West Colonial Drive (SR 50)



SHRUB PLANTING DETAIL



TREE PLANTING DETAIL

KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE
QV	3	Quercus Virginiana	Live Oak	12-14' Ht., 65 Ga. Container, 8-10' Spd., 3\"/>
MG	3	Magnolia Grandiflora L.	Southern Magnolia	12-14' Ht., 65 Ga. Container, 8-10' Spd., 3\"/>
LI	4	Loganstroemia Indica	Crape Myrtle	11' Ht., 30 Ga. Container,
VO	46	Viburnum odoratissimum.	Sweet Viburnum	30\"/>



Proposed Planting Symbol
Species Key
Quantity

- LANDSCAPE NOTES**
- 1) All plant material shall be Florida Grade#1 or Better.
 - 2) All planting beds shall be covered with 3\"/>

NO.	DATE	REVISIONS
1	4/28/14	Rev. as per CWG-DRC
2	5/23/14	Rev. as per CWG-DRC & Owner

LANDSCAPE PLAN
CLASSIC CAR WASH EXPANSION
12728 WEST COLONIAL DRIVE

KIRBY ENGINEERING, L.L.C.
JOHN R. KIRBY, P.E.
407-877-9400

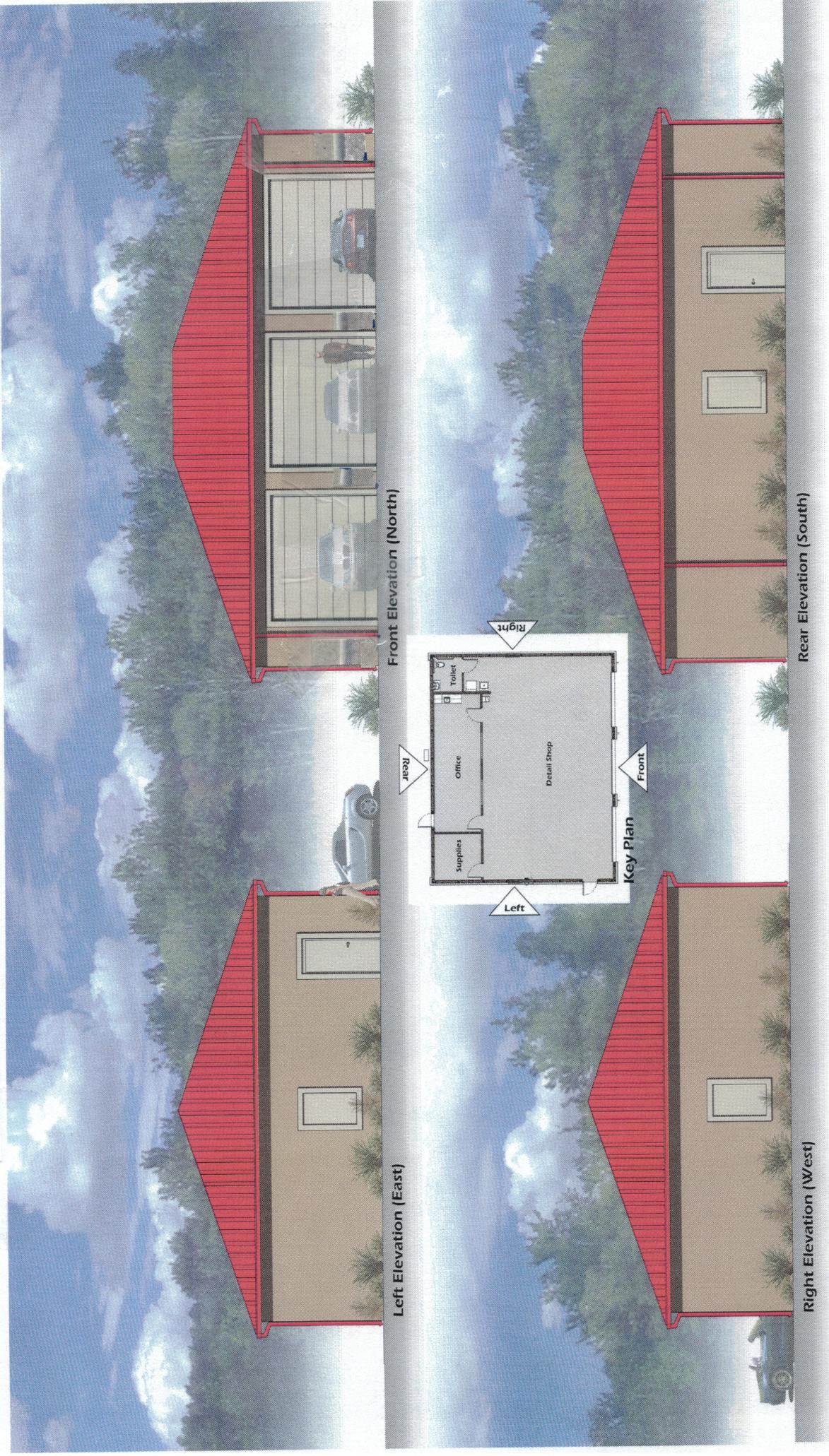
JK
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JK
DRAWN
2/5/14
DATE
C3
SHEET 3 OF 3

John R. Kirby, P.E.; Lic. No. 0041957

** NOTE: SWEET VIBURNUM TO BE 24\"/>

*NOTE: MULCH TO BE PROVIDED AS REQUIRED IN LANDSCAPE BEGS. REMAINDER TO BE SOODED UNLESS OTHERWISE DEPICTED.

Exterior Paint, Roof and Stone color and style to match existing building(s)



Classic Car Wash - Detailing Building

12728 W. Colonial Drive - Winter Garden, FL

HARTER - ADAMS P.A.
ARCHITECTS AND PLANNERS
1370 Gorse Street, Winter Park, Florida 32789
Phone: 407-447-5767 Fax: 407-447-5063 Email: hpa@hpa.cadlink.com

CITY OF WINTER GARDEN

DEVELOPMENT REVIEW COMMITTEE

300 West Plant Street – Winter Garden – Florida 34787-3011

(407) 656-4111

MEMORANDUM

TO: ED WILLIAMS, COMMUNITY DEVELOPMENT DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: MAY 12, 2014
SUBJECT: SITE PLAN REVIEW
12728 WEST COLONIAL DRIVE (CLASSIC CAR WASH) 2ND REVIEW

Pursuant to your request, we have reviewed the revised site plans dated 4/28/14 for compliance with the City's stormwater and site requirements. This project was originally reviewed, permitted and constructed under approval from Orange County that was granted prior to annexation into the City. At that time, 2007, the City only reviewed the plan for the water, sewer and solid waste aspects of the project since they were tying into City utilities. The project is located on the south side of SR 50, on the west side of Partlow Drive and was previously a Texaco gas station. We had reviewed plans for this project on 10/03/07. These plans were submitted in response to our comments of 3/03/14 and DRC meeting of 3/05/14.

ENGINEERING

We recommend approval subject to the following conditions and comments:

1. Sheet C1:

- Proposed retaining wall, fence, signage, etc. shall require separate permit as noted.
- Since this was permitted previously by the SJRWMD, a permit modification or exemption letter will be required pursuant to the permit conditions and Technical Staff Report (Permit #42-095-106840-1). Note that the plans on the SJRWMD website do not match the existing improvements and a compliance letter was sent by the District on 2/20/2012 requesting the as-built certification.
- Minimum 5' wide concrete sidewalks shall be constructed along all street frontages pursuant to Code (Partlow Drive). Applicant requests that this be discussed.
- There are existing trees that appear to be located in the proposed stormwater pond enlargement. Coordinate tree removal permit and tree replacement with the Building Department (Steve Pash).

2. Sheet C2:

- All public improvements, including adjacent sidewalks, pavement, or curbs, will be checked at final inspection. Any damaged, broken or cracked sections shall be replaced by the developer prior to issuance of certificate of occupancy (as noted).

3. Permit modification from SJRWMD is required as well as permits or exemptions from FDEP for water, wastewater and NPDES, if applicable.

4. On-site lighting will be required pursuant to City Code; dark skies lighting is required.

PLANNING

5. The proposed new building does not comply with the architectural guidelines of the West State Road 50 Overlay based on the following requirements of the overlay:
 - a. Predominant exterior building materials shall be high quality materials, including, but not limited to, brick, sandstone or other stone, split-face decorative block, glass, stucco and/or masonry. **Exterior building materials shall not include smooth-faced concrete block, tilt-up concrete panels or prefabricated steel panels, unless the visible finish is brick, stucco, stone, or split-face decorative block.** Except as provided in this division, the rear and side facades shall be of materials and design characteristics consistent with that of the front; use of inferior or lesser quality materials for side or rear facades shall be prohibited. Metal-skinned buildings or structures are prohibited.
 - b. The use of day-glow or fluorescent colors shall be prohibited. **The use of black, gray, primary and/or secondary colors are prohibited as the predominant exterior building or roof color(s).** Earth-tone colors are encouraged.
 - c. **Building walls facing the front yard or street side yard shall have window(s) and door(s).** Such facades shall have display windows a minimum of six feet in height along no less than 60 percent of their horizontal length. Side or rear walls that face walkways may include false windows and door openings defined by frames, sills and lintels, or similarly proportioned modulations of the wall, only when actual doors and windows are not feasible because of the nature of the use of the building.

BUILDING

6. Provide plan detailing accessibility requirements for the new construction.

STANDARD GENERAL CONDITIONS

7. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
8. All work shall conform to City of Winter Garden standards and specifications.
9. Fencing, if proposed, shall meet all City requirements for height, type, etc. Chain link fencing shall be vinyl coated per Code. All construction shall conform to City of Winter Garden Standards, Specifications and Ordinances.
10. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
11. The Contractor is responsible for the notification, location and protection of all utilities that

may exist within the project limits.

12. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
13. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the building permit.

Additional comments may be generated at subsequent reviews.
Please review this information and contact our office with any questions. Thank you.

END OF MEMORANDUM

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: March 26, 2015

Meeting Date: March 26, 2015

Subject: Site Lease for Cell Tower Site with CLQ, LLC

Issue: City has received a request to locate a Cell Tower on property owned by the city on Marsh Road which will be used for retention pond or potential Fire Station site.

Discussion: In addition to rent payments the city has the ability to co-locate emergency service communication equipment on the cell tower which would provide for a substantial cost savings to the city

Recommended Action:

Authorize the mayor to execute the lease.

Attachment(s)/References:

Lease agreement
Location Map and Aerial

OCPA Web Map

	Major Roads		Proposed Road		Block Line		Commercial/Institutional		Hydro		Golf Course
	Florida Turnpike		Public Roads		Lot Line		Governmental/Institutional/Misc		Waste Land		Lakes and Rivers
	Interstate 4		Gated Roads		Rail Road		Commercial/Industrial/Vacant Land		County Boundary		Building
	Toll Road		Road Under Construction		Proposed SunRail		Agriculture		Parks		Hospital

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 3/20/2015

This map is for reference only and is not a survey.

OCPA Web Map

	Major Roads		Proposed Road		Block Line		Commercial/Institutional		Hydro		Golf Course		
	Florida turnpike		Public Roads		Brick Road		Lot Line		Governmental/Institutional/Misc		Waste Land		Lakes and Rivers
	Interstate 4		Gated Roads		Rail Road		Residential		Commercial/Industrial/Vacant Land		County Boundary		Building
	Toll Road		Road Under Construction		Proposed SunRail		Agriculture		Agricultural Curtilage		Parks		Hospital

Courtesy Rick Singh, CFA, Orange County Property Appraiser



SITE LEASE AGREEMENT

This Site Lease Agreement ("Agreement") is entered into this ____ day of _____, 2015, between the City of Winter Garden, a municipality of the State of Florida ("Lessor") and CLQ, LLC, a Florida limited liability company ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises and Use. Lessor is the owner of parcels of land (the "Land") located at Marsh Road in the County of Orange, State of Florida, Parcel ID No: 04-23-27-8249-00-001 and 04-23-27-0000-00-037. The Land is more particularly described in **Exhibit A** attached hereto. Lessor leases to Lessee and Lessee leases from Lessor, land consisting of approximately 9,000 square feet in the location designated as the CLQ Lease Parcel ("Site") shown on the attached **Exhibit B**, together with a non-exclusive easement for reasonable access and utilities designated as the CLQ Access and Utility Easement shown on the attached Exhibit "B". The Site will be used by Lessee for the purpose of installing, removing, replacing, modifying, maintaining and operating (collectively "Activities"), at its expense, a communications tower facility, including, antenna equipment, cable wiring, back-up power sources (including generators, a connection to a natural gas line in the Marsh Road right of way, fuel storage tanks only to serve the on-site generators, and temporary antenna structures), related fixtures and antenna structures (the "Facilities"). At no cost to Lessor, Lessee grants Lessor the right to locate on the communications tower facility, communication antennas and equipment ("Lessor's Equipment") to provide communications for police, fire, emergency and public service purposes. Further, Lessee grants Lessor the right to carry out those Activities on the communications tower facility and within the Site necessary or appropriate to facilitate and allow the use and operation of Lessor's Equipment for police, fire, emergency and public service purposes. Lessee will use the Site in a manner which will not interfere with, alter, hinder or disturb Lessor's use, operation and occupancy of the Land. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and be completed in a good, workmanlike and lien free manner. Lessee will have access to the Site 24 hours per day, 7 days per week.. Lessor has the right, at Lessor's expense, to relocate the Site or any portion of the Site, including the CLQ Access and Utility Easement and to the extent the Facilities are within the area to be relocated, the Facilities shall be relocated.

2. Term. The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both Lessee and Lessor have executed this Agreement. This Agreement will be automatically renewed for 9 additional terms (each a "Renewal Term") of 5 years each, unless Lessee provides Lessor written notice of intention not to renew, not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Rent will be paid in equal monthly installments of \$1,500.00 plus applicable sales tax (until increased as set forth herein) ("Base Rent"), partial months to be prorated, in advance, commencing upon the 1st day of the month immediately following the start of construction by Lessee. In addition to Base Rent, Lessee will pay Lessor \$400.00 dollars per month plus applicable sales tax (until increased as set forth herein) for each carrier, as defined below, or other user that locates or colocates at the Site, starting with the second carrier or user ("Additional Rent"), due and payable 30 days after rent payment is received from the carrier or user. The Base Rent plus Additional Rent constitute the "Rent."

"Carrier" is defined as a FCC-licensed commercial mobile radio provider. Lessee will provide written notice to Lessor of carrier and user location or collocation within 15 days of carrier's or user's commencement of construction or sooner operation. Rent at the beginning of each Renewal Term will be the rent in effect for the last year of the prior Term or Renewal Term, as the case may be. Rent for each subsequent year will be the annual rent in effect for the prior year, increased by four per cent (4%).

4. Title and Quiet Possession. Lessor represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that Lessee is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period; and (e) that Lessor shall not have unsupervised access to the Site or to the Facilities except in emergencies.

5. Assignment/Subletting. Lessee shall not sublease or assign its rights under this Agreement without the prior written consent of Lessor, in Lessor's sole discretion provided, however, Lessee may sublease or assign its rights without Lessor's written consent if Lessee provides thirty (30) days advance written notice to Lessor of the sublease

or assignment and Lessee remains fully liable for the Lessee's obligations if the sublessee or assignee fails to perform or satisfy Lessee's obligations under this Agreement as such performance is determined by Lessor.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to Lessee are to be sent to: CLQ, LLC, 1123 Solana Ave, Winter Park, FL 32789. Notices to Lessor must be sent to the address shown underneath Lessor's signature and other addresses where directed by Lessor.

7. Improvements. Lessee may, at its expense, construct the Facilities on the Site, as well as other improvements approved by Lessor, from time to time for the operation of the Facilities, all subject to permitting by all governmental entities with jurisdiction. Lessor's staff will diligently process Lessee's applications to obtain any required zoning approvals for the Site, Facilities and other improvements. Upon termination or expiration of this Agreement, Lessee, at Lessee's cost will remove its Facilities, equipment and improvements from the Site and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear, and these obligations survive termination and expiration of this Agreement.

8. Compliance with Laws. Lessee will substantially comply with all applicable laws relating to its possession and use of the Site and Facilities.

9. Interference. Lessee will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date. Likewise, Lessor will not permit or suffer the installation of any future equipment on the Site which results in technical interference problems with Lessee's then existing equipment; provided, however, neither the foregoing nor anything in this Agreement shall preclude the Lessor from constructing, using and operating a fire station, including without limitation, all communications and equipment associated with the fire station and public safety ("Fire Station Activities") on the Land or anywhere in proximity to the Facilities.

10. Utilities. Lessee will pay for all utilities used by it at the Site and to operate the Facilities. Lessor, at no cost to Lessor, will cooperate with Lessee in Lessee's efforts to obtain utilities.

11. Termination. Lessee may terminate this Agreement at any time by written notice to Lessor without further liability except as otherwise provided in this Agreement, if Lessee does not obtain all permits or other approvals (collectively, "Approval") required from any governmental authority or any easements required from any third party to operate the Facilities, or if any such Approval is canceled, expires or is withdrawn or terminated, or if Lessor fails to have proper ownership of the Site or authority to enter into this Agreement, or if Lessee, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Lessor, unless such termination is a result of Lessor's default which remains uncured. Lessor may terminate this Agreement at any time in the event Lessee breaches any of Lessee's obligations hereunder.

12. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to cure the default.

13. Indemnity. Except for those losses arising out of or due to the willful misconduct or negligence of Lessor, Lessee shall indemnify and hold the Lessor and other lessees harmless from and against all claims, lawsuits, judgments, losses, liabilities, damages, costs and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) arising from Lessee's breach of any term, provision or condition of this Agreement and those arising from the negligence or misconduct of Lessee or its agents, employees or contractors in or about the Site and the Land. The indemnity and hold harmless obligations under this Paragraph survive termination and expiration of this Agreement.

14. Hazardous Substances. Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site other than fuel.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site.

16. Taxes. Lessee will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the Site. Lessee will pay to Lessor the real property taxes caused by or in any way attributable

to the Facilities and any improvements to the Site made by or for Lessee, within 60 days after receipt of satisfactory documentation indicating such real estate taxes or payment of the real estate taxes by Lessor. Lessee's obligation to pay such taxes for the period through termination or expiration of this Agreement survives termination and expiration of this Agreement. Lessor will pay when due assessments attributable to the Land not related to this Agreement, Lessee or the Facilities.

17. Insurance. Lessee will procure and maintain commercial general liability insurance in an aggregate amount of \$2,000,000.00 and \$1,000,000 per occurrence for bodily injury and property damage and other liability, with a certificate of insurance to be furnished to Lessor within 30 days of the Commencement Date. Such policy will name the City as an additional insured and provide that cancellation will not occur without at least 30 days prior written notice to Lessor. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. Maintenance. On or before thirty (30) days of any needed repair, replacement or maintenance, or written notice to Lessee from Lessor as to such, Lessee will repair and maintain the Facilities and all other improvements installed by or for Lessee at the Site in a proper operating and reasonably safe condition. If any such repair, replacement or maintenance is required due to the acts of Lessor, its agents or employees, Lessee shall provide written notice to Lessor, and Lessor shall promptly repair or maintain such or, at Lessor's option, reimburse Lessee for the reasonable costs incurred by Lessee to restore the damaged areas to the condition which existed immediately prior thereto.

19. Sovereign Immunity. Nothing herein shall operate or otherwise be construed as to waiver of Lessor's sovereign immunity.

20. Condemnation or Destruction. If any or all of the Site is damaged, destroyed, condemned or transferred in lieu of condemnation in a manner that materially impairs the use of the Site by Lessee, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation provided Lessee provides written notice to Lessor of Lessee's election following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall not be reduced or abated. Any and all compensation awarded upon condemnation or transfer in lieu of condemnation shall be awarded to the Lessor and Lessee shall have no claim thereto except for the Facilities constructed by Lessee which are taken or damaged by the taking, and Lessee hereby irrevocably assigns and transfers to Lessor all right to compensation and damages by reason of the condemnation of all, or any part of the Site (except as to the Facilities constructed by Lessee on the Site).

21. Liens. No mechanics liens shall be placed against the Site for or on account of the construction of the Facilities and any improvement upon the Site or any repair, alterations, demolitions or removal of such Facilities or improvement, or for any other purpose, by any laborer, contractor, materialmen or other person acting by or for Lessee. All laborers, mechanics, materialmen, contractors, subcontractors and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Site. Lessee agrees to promptly pay or bond any liens, and further agrees to indemnify and hold harmless the Lessor from and against any loss, cost or expense occasioned by any lien prohibited hereby, including the cost and expense of defending or removing the same, whether the claim therefore be with or without merit or valid or invalid. Further, Lessee agrees to promptly notify all contractors making any improvements to the Site of the provisions of this Agreement contained in this Paragraph.

22. Lighting and Permitting. All lighting on the Site desired by Lessee is subject to the review and approval of the Lessor. Lessee shall comply with all applicable ordinances, rules and requirements of Lessor pertaining to design, permitting, construction, repair, modification, removal, demolition, excavation for any and all work to be performed by or for Lessee on the Site.

23. Miscellaneous. (a) This Agreement applies to, benefits, burdens and binds, the successors in title to Lessor and the heirs, successors, executors, administrators and assigns of the Lessee; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by Lessee, Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Agreement in the form of **Exhibit C**; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to

Site #/Name: CLQ127 Marsh Road

persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party. Neither reference to CLQ Lease Parcel or CLQ Access and Utility Easement or anything else this Agreement creates or shall create any easement on the Site or any portion of the Land. The Access Tract described on the attached Exhibit "A" is for legal description purposes only and is not intended to convey any access to Lessee.

24. Non-Binding Until Fully Executed. This Agreement is not and shall not be binding on either party until and unless it is fully executed and delivered by and between both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date below.

Lessor: City of Winter Garden

By: _____
Name: _____
Title: _____
Address: _____

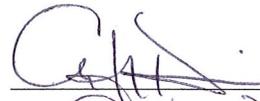
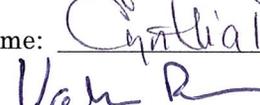
Date: _____

Witness: _____
Print Name: _____
Witness: _____
Print Name: _____

Lessee: CLQ, LLC, a Florida limited liability company

By: 
Name: Timothy O'Shaughnessy
Title: Manager
Address: 1123 Solana Ave, Winter Park, FL 32789

Date: 3/6/15

Witness: 
Print Name: Cynthia Dennis
Witness: 
Print Name: Valerie Buschmann

Attach:
Exhibit A – Description of Land
Exhibit B – Description of Site
Exhibit C – Memorandum of Site Lease Agreement

EXHIBIT A

Description of Land

(Page 1 of 2)

Site situated in the County of Orange, State of Florida, commonly described as follows:

PARENT TRACT

(PER OFFICIAL RECORD BOOK 9534, PAGE 1197 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA)TRACT A, STONEYBROOK WEST SELF STORAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 1-3, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ACCESS TRACT

(PER OFFICIAL RECORD BOOK 8814, PAGE 4062 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA)THAT PART OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5;

THENCE S00°45'12"E ALONG THE EAST LINE OF SAID NORTHEAST 1/4 FOR A DISTANCE OF 1467.66 FEET;THENCE S71°42'21"W, 170.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1010.00 FEET AND A CHORD BEARING OF S83°18'09"W;THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°11'37" FOR A DISTANCE OF 408.85 FEET TO THE POINT OF TANGENCY;THENCE N85°06'03"W, 97.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 890.00 FEET AND A CHORD BEARING OF S87°06'27"W;THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°35'01" FOR A DISTANCE OF 242.07 FEET TO THE POINT OF BEGINNING;THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°02'27" FOR A DISTANCE OF 78.30 FEET TO THE POINT OF TANGENCY;THENCE S74°16'29"W, 167.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1045.00 FEET AND A CHORD BEARING OF S79°25'01"W;THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°17'03" FOR A DISTANCE OF 187.57 FEET TO A POINT OF NON-TANGENCY SAID POINT BEING ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 5;THENCE S00°34'12"E ALONG SAID WEST LINE 208.47 FEET;THENCE N89°25'36"E, 169.54 FEET;THENCE N39°25'20"E, 10.88 FEET;THENCE N50°34'40"E, 93.87 FEET;THENCE N39°25'20"E, 20.00 FEET;THENCE N50°34'40"W, 93.87 FEET;THENCE N39°25'20"E, 363.38 FEET TO THE POINT OF BEGINNING.CONTAINING 1.598 ACRES MORE OR LESS AND BEING SUBJECT TO ANY RIGHTS-OF-WAY, RESTRICTIONS AND EASEMENTS OF RECORD.

EXHIBIT B

(Page 1 of 3)

Description of Site

Site situated in the County of Orange, State of Florida, commonly described as follows:

CLQ LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF TRACT A, STONEYBROOK WEST SELF STORAGE AS RECORDED IN PLAT BOOK 71, PAGES 1-3 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT A; THENCE ON A PLAT BEARING OF S71°42'30"W ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 170.15 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, HAVING A CENTRAL ANGLE OF 23°11'47" AND A RADIUS OF 1010.00 FEET FOR AN ARC DISTANCE OF 408.85 FEET TO A POINT OF TANGENCY; THENCE N85°05'54"W CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE 97.51 TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, HAVING A CENTRAL ANGLE OF 15°35'01" AND A RADIUS OF 890.00 FEET FOR AN ARC DISTANCE OF 242.07 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S39°25'29"W CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE 363.38 FEET; THENCE S50°34'31"E CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE 93.87 FEET; THENCE S39°25'29"W CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE 20.00 FEET; THENCE N50°34'31"W CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE 93.87 FEET; THENCE S39°25'29"W CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE 10.88 FEET; THENCE S89°25'45"W CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE 19.56 FEET TO THE POINT OF BEGINNING; THENCE S00°34'15"E A DISTANCE OF 60.00 FEET; THENCE S89°25'45"W A DISTANCE OF 160.00 FEET TO A POINT ON THE WEST LINE OF SAID TRACT A; THENCE N00°34'21"W ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT A; THENCE N89°25'45"E ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND SITUATE WITHIN THE CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA CONTAINING 9,000.00 SQUARE FEET MORE OR LESS.

**EXHIBIT B
Description of Site**

Site situated in the County of Orange, State of Florida, commonly described as follows:

CLQ ACCESS AND UTILITY EASEMENT

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 5, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF TRACT A, STONEYBROOK WEST SELF STORAGE AS RECORDED IN PLAT BOOK 71, PAGES 1-3 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ON A PLAT BEARING OF S71°42'30"W ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 170.15 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, HAVING A CENTRAL ANGLE OF 23°11'47" AND A RADIUS OF 1010.00 FEET FOR AN ARC DISTANCE OF 408.85 FEET TO A POINT OF TANGENCY; THENCE N85°05'54"W CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE 97.51 TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, HAVING A CENTRAL ANGLE OF 15°35'01" AND A RADIUS OF 890.00 FEET FOR AN ARC DISTANCE OF 242.07 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S39°25'29"W CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE 363.38 FEET; THENCE S50°34'31"E CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE 93.87 FEET; THENCE S39°25'29"W CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE 20.00 FEET; THENCE N50°34'31"W CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE 93.87 FEET; THENCE S39°25'29"W CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE 10.88 FEET; THENCE S89°25'45"W CONTINUING ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE 19.56 FEET; THENCE S00°34'15"E A DISTANCE OF 60.00 FEET; THENCE S89°25'45"W A DISTANCE OF 160.00 FEET TO A POINT ON THE WEST LINE OF SAID TRACT A; THENCE N00°34'21"W ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT A, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE N00°34'21"W ALONG THE WEST LINE OF THE EAST ONE-HALF (1/2) OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 5, SAID LINE ALSO BEING THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID TRACT A, A DISTANCE OF 208.47 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N05°26'15"W, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MARSH ROAD (120 FOOT PUBLIC RIGHT-OF-WAY); THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THE SOUTH RIGHT-OF-WAY LINE OF SAID MARSH ROAD, HAVING A CENTRAL ANGLE OF 01°39'11" AND A RADIUS OF 1045.00 FOR AN ARC DISTANCE OF 30.15 FEET (CHORD BEARING = N83°44'09"E AND CHORD DISTANCE = 30.15 FEET) TO A POINT ON A NON-TANGENT LINE; THENCE S00°34'21"E A DISTANCE OF 211.46 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT A; THENCE S89°25'45"W ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND SITUATE WITHIN THE CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA CONTAINING 6,296.64 SQUARE FEET MORE OR LESS.

EXHIBIT B
Description of Site

(Page 3 of 3)

Site situated in the County of Orange, State of Florida, commonly described as follows:

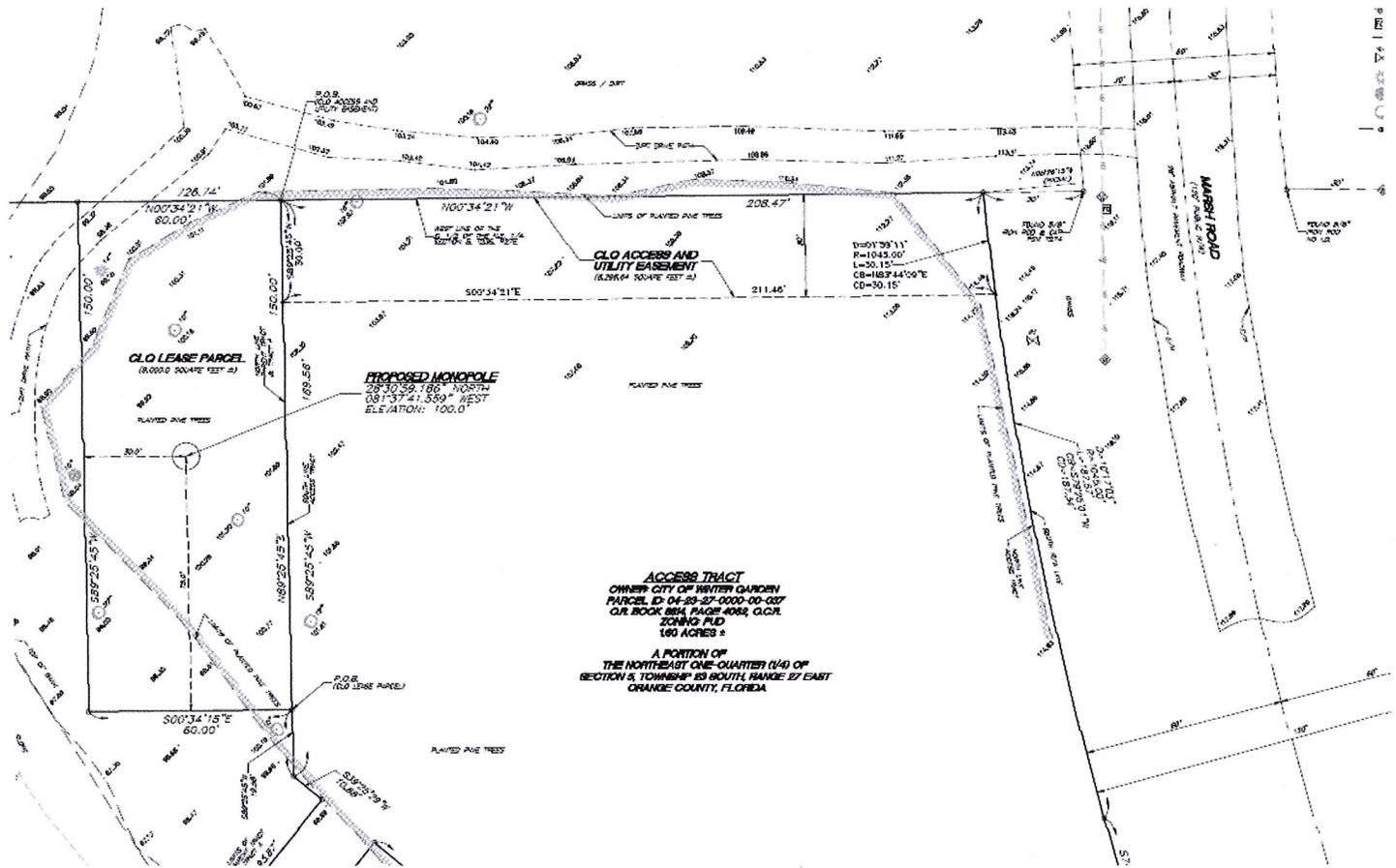


EXHIBIT C

Prepared by, return to:
CLQ, LLC
1123 Solana Ave
Winter Park, FL 32789

MEMORANDUM OF SITE LEASE AGREEMENT

This Memorandum of Site Lease Agreement ("Memorandum") is entered into between the City of Winter Garden, a municipality of the State of Florida ("Lessor"), and CLQ, LLC, a Florida limited liability company ("Lessee"). Lessor and Lessee entered into a Site Lease Agreement ("Agreement") on _____, 20__, for the purpose of installing, operating and maintaining a communications tower facility and other improvements. All of the foregoing are set forth in the Agreement.

Such Agreement provides in part that Lessor is the owner of a parcel of land ("the Land") located in the County of _____ Orange, State of Florida, which is described in Exhibit A attached hereto, and Lessor leases to Lessee a certain site located within the Land (the "Site"), together with grant of easement for access and utilities which is described in Exhibit B attached hereto. The term of the Agreement is for 5 years commencing on _____, 20__, which term is subject to 9 additional 5 year extension periods by Lessee.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the last date set forth below.

Lessor: City Garden

By: _____
Name: _____
Title: _____
Address: _____

Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

Lessee: CLQ, LLC, a Florida limited liability company

By: _____
Name: Timothy O'Shaughnessy
Title: Manager
Address: 1123 Solana Ave, Winter Park, FL 32789

Date: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

Attach:

- Exhibit A – Description of Land
- Exhibit B – Description of Site

DO NOT EXECUTE, FOR EXHIBIT ONLY