



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

REGULAR MEETING

April 9, 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 26, 2015

2. **PRESENTATION**

A. **Proclamation 15-03** declaring April as Water Conservation Month

B. **Proclamation 15-04** declaring April 2, 2015 as World Autism Awareness Day and the month of April as Autism Awareness Month

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

A. **Ordinance 15-29:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.316 ± ACRES LOCATED AT 553 WEST PLANT STREET GENERALLY LOCATED ON THE NORTH SIDE OF WEST PLANT STREET WEST OF BRAY STREET AND EAST OF OAK STREET FROM CITY R-NC RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT TO CITY C-1 CENTRAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **with the second reading and public hearing being scheduled for April 23, 2015** – Community Development Director Williams

B. **Ordinance 15-31:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 0.22 ± ACRES LOCATED AT 360 WEST STORY ROAD ON THE SOUTHWEST CORNER OF WEST STORY ROAD AND BURCH AVENUE INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

C. **Ordinance 15-32:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS 0.22 ± ACRES LOCATED AT 360 WEST STORY ROAD ON THE SOUTHWEST CORNER OF WEST STORY ROAD AND BURCH AVENUE FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

D. **Ordinance 15-33:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.22 ± ACRES LOCATED AT 360 WEST STORY ROAD ON THE SOUTHWEST CORNER OF WEST STORY ROAD AND BURCH AVENUE FROM ORANGE COUNTY R-2 RESIDENTIAL DISTRICT TO CITY R-2 RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE **Staff is requesting postponement** – Community Development Director Williams

4. **SECOND 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

5. **REGULAR BUSINESS**

- A. Recommendation to approve Final Plat for Cypress Reserve Phase 1 - Community Development Director Williams
- B. Recommendation to approve a Right-of-Way Maintenance Agreement with Cypress Reserve Subdivision - 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 23, 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)

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

CITY COMMISSION REGULAR MEETING MINUTES

March 26, 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. An invocation and Pledge of Allegiance were given.

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

Absent: Commissioner Kent Makin

Also Present: City Manager Mike Bollhoefer, Acting City Attorney Mark F. Ahlers, City Clerk Kathy Golden, Assistant City Manager - Public Services Don Cochran, Assistant City Manager - Administrative Services Frank Gilbert, Community Development Director Ed Williams, Economic Development Director Tanja Gerhartz, Finance Director Laura Zielonka, Fire Chief Matt McGrew, and Police Chief George Brennan

1. **APPROVAL OF MINUTES**

Motion by Commissioner Sharman to approve regular meeting minutes of March 12, 2015 as submitted. Seconded by Commissioner Olszewski and carried unanimously 4-0.

2. **PRESENTATIONS**

A. **An Emergency Medical Services (EMS) Transport Feasibility Study for the Winter Garden Fire and Rescue Department was presented by Robert Finn of the Matrix Consulting Group (See attached Exhibit A)**

Mr. Finn explained that the study's objective was to conduct an EMS transport feasibility study for the Winter Garden Fire and Rescue Department to see if they have the capability of assuming EMS transport services. Those services are currently provided by Rural Metro Corporation and he further explained issues reviewed for the evaluation.

Mr. Finn stated that the overview of the findings show that the Winter Garden Fire and Rescue has the capability. The analysis revealed that it would be cost effective for the City to assume the EMS transport services. He noted that it would require a second ambulance with six additional firefighter/paramedics. He also suggested that the City would want to bill for these services.

The number of available ambulance units, call times, collections rates, and labor disputes was discussed.

B. Emergency Medical Services Transport presentation by Rural Metro's General Manager Larry Marshall

Mr. Marshall shared that Rural Metro was once called Health Central Paramedic Service and was once called West Orange Memorial Hospital, has provided services to the citizens of Winter Garden since 1966. He described the past relationship with the Winter Garden Fire and Rescue. He informed the Commission that they have four units available for service and are able to transport citizens to any hospital they wish. He shared information on their response times, interactions within the community, availability, and asked that an additional review be done of some of the numbers presented in the study.

Mr. Marshall addressed the City relying on Orange County and shared some concerns about them raising taxes to cover their costs. He expressed that they wanted to be sure that the study is as accurate as possible in covering all the costs associated with transporting. He shared the size of their fleet with four rescues working the West Orange area (Ocoee, Winter Garden and Windermere). Mr. Marshall stated that there is no fee unless there is a transport and then they receive \$270 of the \$810 billed.

Mayor Rees asked him to provide the City Manager with the data he presented tonight.

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

Acting City Attorney Ahlers read Ordinance 15-30 by title only. City Manager Bollhoefer stated that this came about due to prior discussions on redeveloping the corner at Dillard Street and State Road 50. At that time, a way to see that the redevelopment happened was to find a way to transfer impact fee credits from one of the existing property owners. At that time the City Commission agreed, and this ordinance provides the mechanism to do so.

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

Motion by Commissioner Buchanan to approve Ordinance 15-30 with the second reading and public hearing being scheduled for April 9, 2015. Seconded by Commissioner Sharman and carried unanimously 4-0.

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

Acting City Attorney Ahlers read Ordinances 15-22, 15-23 and 15-24 by title only. Community Development Director Williams stated that this is a voluntary request for annexation, comprehensive plan designation and rezoning. It would reduce the size of an Orange County enclave located south of State Road 50. This has been reviewed by the Planning and Zoning Board and staff and they both recommend approval of all three ordinances.

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

Motion by Commissioner Olszewski to adopt Ordinances 15-22, 15-23, and 15-24. Seconded by Commissioner Sharman and carried unanimously 4-0.

- 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

Acting City Attorney Ahlers read Ordinances 15-25, 15-26, and 15-27 by title only. Community Development Director Williams stated that this is a voluntary request for annexation, comprehensive plan designation and rezoning. He noted that it is adjacent to the parcel of the previous hearing and would further reduce the enclave. Staff and the Planning and Zoning Board reviewed this and both recommend approval.

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

Motion by Commissioner Olszewski to adopt Ordinances 15-25, 15-26, and 15-27. Seconded by Commissioner Sharman and carried unanimously 4-0.

5. **REGULAR BUSINESS**

- A. **Recommendation to approve the Replat of Oakland Park Phase 1A**

Community Development Director Williams stated that this item involves four lakefront lots. The purpose of the replat is to make the lots more consistent in size with the adjoining lots. This has been reviewed by staff for compliance with all the approvals on the project and the requirements for platting; staff recommends approval subject to the recommended conditions.

Motion by Commissioner Buchanan to approve the replat of Oakland Park Phase 1A as recommended. Seconded by Commissioner Sharman and carried unanimously 4-0.

- 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 stated that this project was previously approved by the City Commission and this is an agreement to formalize the requirements for the utility line extensions and their fair share costs of participating in the traffic signalization at East Crown Point and Fullers Cross Road. Staff recommends approval and authorization to have the Mayor sign.

There was discussion and clarification provided on the cost of signalization and the requirement of all parties to pay their fair share.

Motion by Commissioner Buchanan to approve entering into a developer's agreement for Oak Trail Subdivision located at 1205 E. Fullers Cross Road. Seconded by Commissioner Sharman and carried unanimously 4-0.

C. Recommendation to approve the Replat of Waterside on Johns Lake Subdivision Phase 1

Community Development Director Williams stated this item is a replat of 34 lakefront lots of Waterside on Johns Lake Subdivision Phase 1. He explained that the lake fluctuates tremendously and the line to determine the actual edge of the lake versus the shoreline has not been adequately established by the water management district. He explained the replat and stated that it has been reviewed by staff and staff recommends approval.

Motion by Commissioner Sharman to approve the replat of Waterside on Johns Lake Subdivision Phase 1. Seconded by Commissioner Olszewski and carried unanimously 4-0.

D. Recommendation to approve the Site Plan for Classic Car Wash located at 12728 West Colonial Drive

Community Development Director Williams stated that this is a request to approve the Site Plan for Classic Car Wash located at 12728 West Colonial Drive. He noted that this is located on the south side of State Road 50. He stated that they are proposing to expand on their additional property to the south. They want to build a 2,000 square foot building that would match the existing building. Staff has reviewed the site plan for consistency with the City's codes and regulations, and recommends approval subject to conditions.

Motion by Commissioner Olszewski to approve site plan for Classic Car Wash located at 12728 West Colonial Drive with conditions. Seconded by Commissioner Buchanan and carried unanimously 4-0.

E. Recommendation to approve and authorize the Mayor to execute a Site Lease Agreement with CLQ, LLC

Community Development Director Williams stated that staff is recommending approval and seeks authorization for the Mayor to execute a Site Lease Agreement with CLQ, LLC for a cell tower on Marsh Road noting that a cell tower is needed along Marsh Road. The City's property fits the technical requirements for location and is suitable for being hidden from view. This site would be used for either a future retention pond or possibly a fourth fire station site. He noted that if it does become a fire station site, this would give the City the opportunity to put its communications equipment on the tower and provide the City with additional cost savings. Staff recommends approval of the lease to construct the cell tower in this location.

Mayor Rees asked if the residents in the area have been given this information. Mr. Williams replied no, there is currently no one that has moved in yet. Mayor Rees specified that he meant anywhere in the district. There was discussion that this is a very controversial issue. Mr. Williams noted that there is currently no one living in this area although the subdivisions are approved. He stated that everyone wants cell phone service, but no one wants the tower. It was noted that the County can place a cell tower anywhere it wants, but in this case the City can control where it goes and in the least visible location.

Commissioner Sharman noted that there are a lot of wetlands surrounding it, making it the best location because of the buffer.

Motion by Commissioner Sharman to approve and authorize the Mayor to execute a site lease agreement, as presented, with CLQ, LLC. Seconded by Commissioner Olszewski and carried unanimously 4-0.

6. **MATTERS FROM PUBLIC**

David Kassander, 15155 Ovation Drive, Winter Garden, Florida, requested an update on the status of the agreements with the County for the Avalon/Tilden intersection. City Manager Bollhoefer responded that staff has met with Orange County and they all came to an agreement philosophically. Staff has redrafted the agreement, Orange County has it, and we think they are okay with it. We are waiting for them to send it back with their approval. It would then be brought to the City Commission and then given to the Orange County Commission. Construction is expected to start this summer.

Mr. Kassander asked about the temporary light. Mr. Bollhoefer replied that the City still has the permit request in Orange County and we are waiting on its approval. Mr. Bollhoefer noted that he has a call into Orange County to check the status as the permit was submitted eight weeks ago.

7. **MATTERS FROM ACTING CITY ATTORNEY** – There were no items.

8. **MATTERS FROM CITY MANAGER**

City Manager Bollhoefer recognized Penny McLaughlin who has several petitions from residents within the communities that surround Orange County High Schools. He noted that he has drafted a letter he would like the City to send to Orange County who will be hearing an appeal on the school next week.

Penny McLaughlin, 312 English Lake Drive, Winter Garden, Florida, thanked the City for the letter and stated that they have been circulating a petition in the Westfield, Amberleigh, and Orange Cove Subdivisions. She explained that the letter states that they have co-existed peacefully with West Orange High School for over 20 years and they have just as much right to be heard as those that do not want a school in their back yard. She explained that the meeting is April 7th and asked if the City would have someone there to present it.

Commissioner Olszewski thanked Ms. McLaughlin for taking the time to do this and stated that he personally has urged Orange County Commissioner Boyd at the Horizon West town hall meeting to take a vote and action on this issue. He noted that he intends to speak as an individual at the Orange County meeting on the April 7th, but would be more than happy to represent the City of Winter Garden if this item passes.

Motion by Commissioner Olszewski to approve issuing the proposed letter as indicated in the draft for content provided. Seconded by Commissioner Sharman and carried unanimously 4-0.

9. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Sharman thanked the City Manager Bollhoefer for his efforts in trying to get Orange County lined up as it relates to road projects and State Road 429 improvements.

Commissioner Olszewski thanked the City Manager for the project updates and the Orange County roundabout which will be turned over to the City. He requested an update on this issue. Mr. Bollhoefer responded that staff is meeting on this next Thursday morning.

Commissioner Buchanan stated that once again we had an absolutely fabulous event at the Evening at the Pops at Tanner Hall. He noted that there was an extremely large crowd and gave a special thanks to all the staff for their participation in helping make it a great event.

Mayor Rees asked about the status of Dillard Street. Mr. Bollhoefer replied that staff is meeting tomorrow with the Chief Planner/Engineer to come up with a conceptual design. Our City Engineer is moving forward today with hiring the surveyor for the entire project. He noted that the goal would be to try and do the road improvements the following summer.

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: Don Cochran, Assistant City Manager – Public Services

Via: Mike Bollhoefer, City Manager

Date: March 31, 2015 **Meeting Date:** April 9, 2015

Subject: A proclamation declaring the month of April “Water Conservation Month”

Issue: The state of Florida has adopted the month of April as Florida’s “Water Conservation Month.” The City of Winter Garden strongly encourages and supports water conservation through various educational programs and special events, and promotes this message throughout the community.

Recommended action:

Move to proclaim the month of April “Water Conservation Month.”

Attachments/References:

Proclamation



Proclamation

15-03

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

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

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

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

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

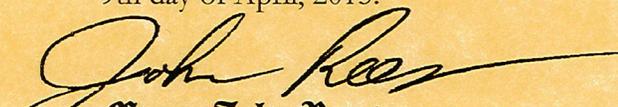
Whereas, each business, industry, school, and citizen can help save water and thus promote a healthy economy and community.

Therefore, be it resolved by virtue of authority vested in me as Mayor of the City of Winter Garden and the Commissioners do hereby proclaim the month of April 2015 as

“WATER CONSERVATION MONTH”

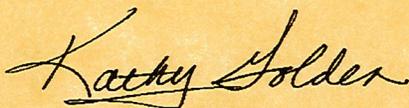
And call upon each citizen and business to help protect our precious resource by practicing water-saving measures and becoming more aware of the need to save water.

In witness whereof, I have hereunto set my hand and caused the City Seal to be affixed this 9th day of April, 2015.


Mayor John Rees



Attest:



Kathy Golden, City Clerk





Proclamation

15-04

Whereas, autism is the fastest growing developmental disability in the United States, affecting more than three million people; and

Whereas, the incidence of autism is an urgent public health crisis that demands support from all levels of government; and

Whereas, autism is the result of a neurological disorder that affects the normal functioning of the human brain, and can affect anyone, regardless of race, ethnicity, gender, or socioeconomic background; and

Whereas, symptoms and characteristics of autism may present themselves in a variety of combinations and can result in significant lifelong impairment of an individual's ability to learn, develop healthy interactive behaviors, and understand verbal as well as nonverbal communication; and

Whereas, the effort to address autism continues as doctors, therapists and educators help persons with autism overcome or adjust to its challenges by providing early and accurate diagnoses and appropriate education, intervention, and therapy — all of which are vital to future growth and development; and

Whereas, it is important to ensure that persons living with autism have access to the lifelong care and services needed to pursue their full measure of personal happiness and achieve their greatest potential.

Therefore, I John Rees, as the Mayor of the City of Winter Garden, Florida, do hereby proclaim **Thursday, April 2, 2015** as

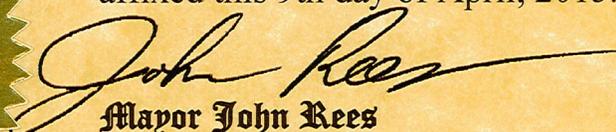
“WORLD AUTISM AWARENESS DAY”

And the **Month of April 2015**, as

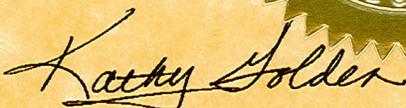
“AUTISM AWARENESS MONTH”

in the City of Winter Garden and encourage our citizens to join the efforts in advocating public awareness as autism continues to increase to rise in both our community and nation as a whole.

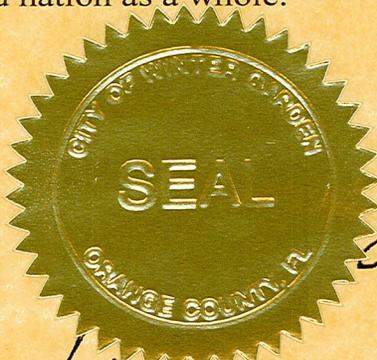
In witness whereof, I have hereunto set my hand and caused the City Seal to be affixed this 9th day of April, 2015.


Mayor John Rees

Attest:



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: April 1, 2015 **Meeting Date:** April 9, 2015

Subject: 553 W. Plant Street
Auto Electric of Winter Garden, Inc.
Ordinance 15-29
PARCEL ID # 22-22-27-0000-00-055

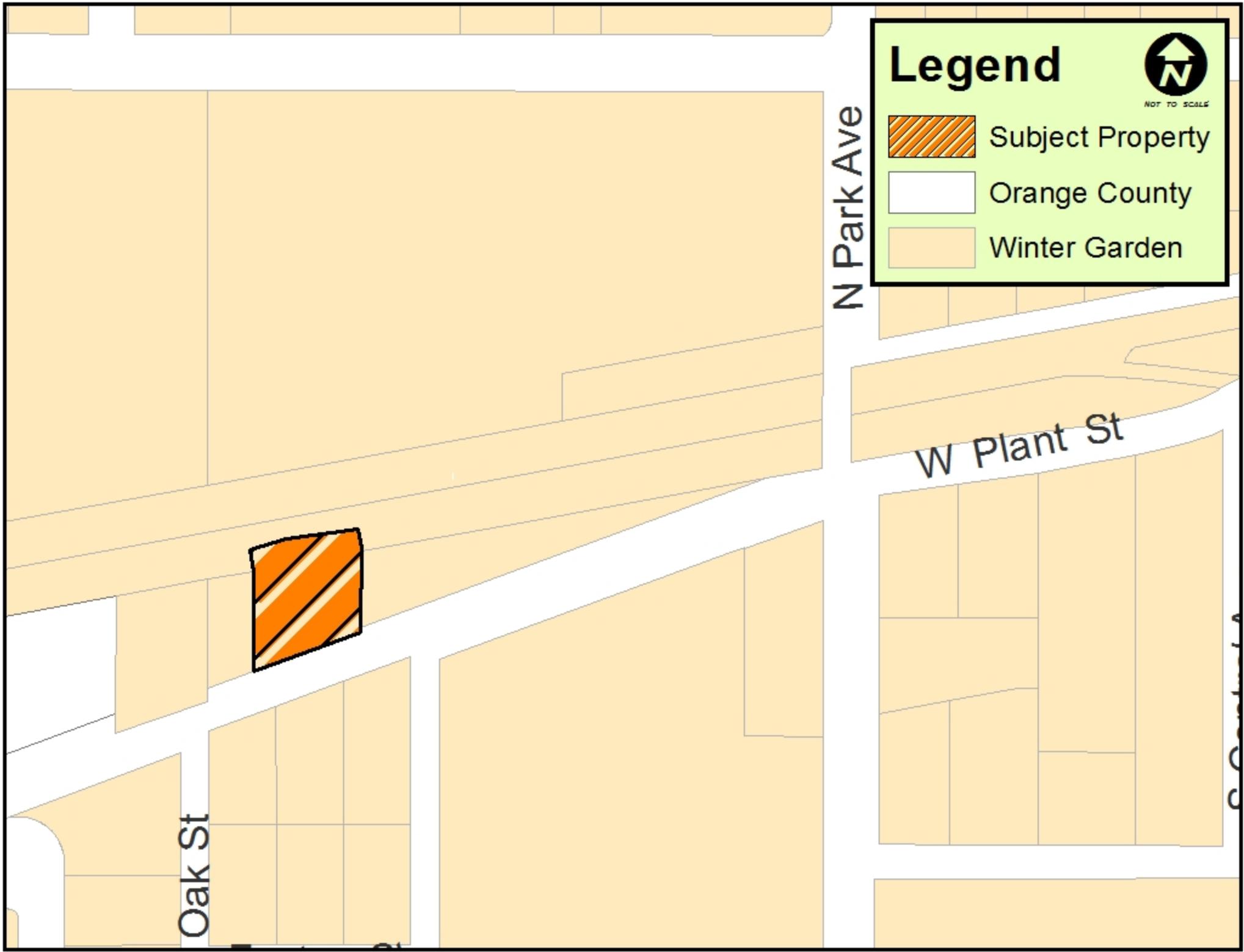
Issue: The applicant is requesting a Zoning change for property located at 553 West Plant Street.

Discussion:
The subject property consists of a 0.33 ± acre lot located at 553 West Plant Street. The property is currently located within the City of Winter Garden jurisdictional limits, is zoned R-NC Residential Neighborhood Commercial District, and has a Future Land Use Designation of C Commercial. The applicant is requesting to rezone the property to C-1 Central Commercial District (see attached Staff Report).

Recommended Action:
Staff recommends approval of Ordinance 15-29 with the second reading and adoption scheduled for April 23, 2015.

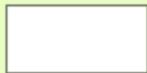
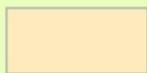
Attachment(s)/References:

Location Map
Ordinance 15-29
Staff Report



Legend

NOT TO SCALE

-  Subject Property
-  Orange County
-  Winter Garden



N Park Ave

W Plant St

Oak St

ORDINANCE 15-29

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.316 ± ACRES LOCATED AT 553 WEST PLANT STREET GENERALLY LOCATED ON THE NORTH SIDE OF WEST PLANT STREET WEST OF BRAY STREET AND EAST OF OAK STREET FROM CITY R-NC RESIDENTIAL NEIGHBORHOOD COMMERCIAL DISTRICT TO CITY C-1 CENTRAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 0.316 ± acres located at 553 West Plant Street on the north side of West Plant Street west of Bray Street and east of Oak Street, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from R-NC Residential Neighborhood Commercial to C-1 Central Commercial District zoning classification, therefore; and

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

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

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

SECTION 1: Rezoning. The above “Whereas” clauses constitute findings by the City Commission. After due notice and public hearing, the zoning classification of real property legally described on ATTACHMENT “A,” is hereby rezoned from R-NC Residential Neighborhood Commercial District to C-1 Central Commercial District in the City of Winter Garden, Florida.

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

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

SECTION 4: Effective Date. This Ordinance shall become effective 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#: 22-22-27-0000-00-055

DESCRIPTION:

Commence at the Southeast corner of the Northeast 1/4 of Section 22, Township 22 S, Range 27 E, Orange County, Florida; thence run N 00°02'50" E along the East line of said Northeast 1/4, 2238.13 feet to the Southerly right of way line of former Tavares and Gulf Railroad; thence run S 79°42'34" W along said Southerly right of way line, 531.60 feet to the Point of Beginning; thence N 10°17'26" W 24.27 feet; thence S 81°55'06" W 78.06 feet; thence S 73°15'41" W 40.66 feet; thence S 10°17'28" E 22.71 feet to aforesaid Southerly right of way line; thence S 01°15'43" W 103.23 feet to the Northerly right of way line of West Plant Street; thence N 69°52'06" E along said Northerly right of way line, 125.00 feet; thence N 00°59'36" E 81.35 feet to the Point of Beginning.

Containing 0.316 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

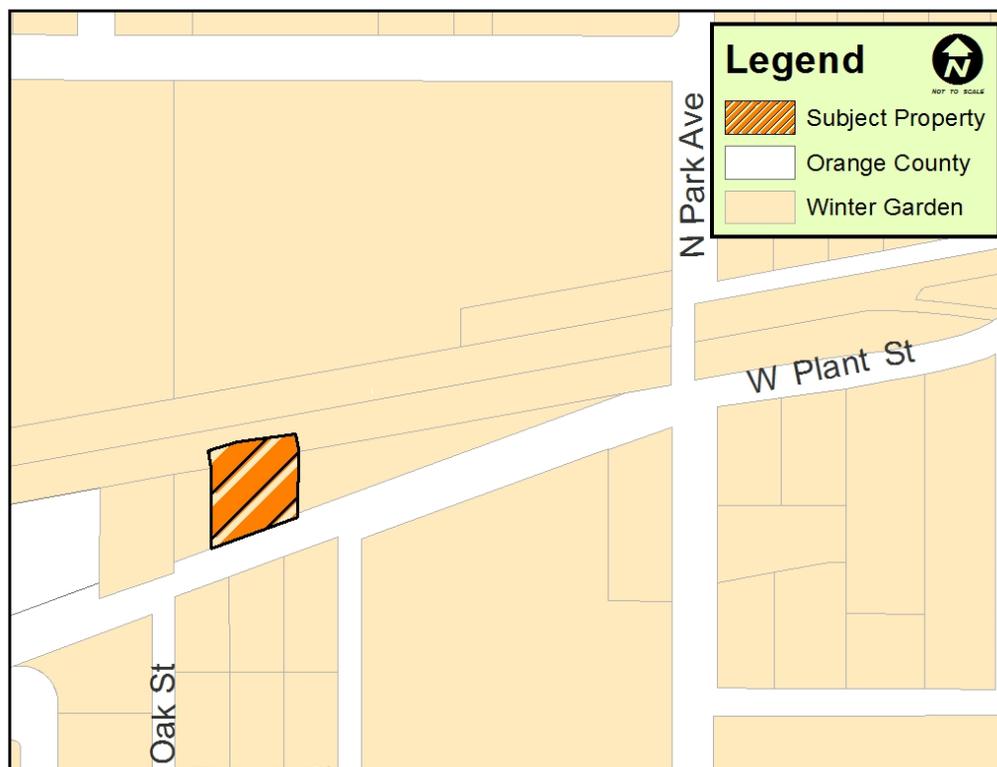
TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, COMMUNITY DEVELOPMENT MANAGER
DATE: APRIL 6, 2015
SUBJECT: REZONING
553 W. Plant Street (AUTO ELECTRIC)
PARCEL ID # 22-22-27-0000-00-055

APPLICANT: Auto Electric of Winter Garden, Inc.

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, located at 553 West Plant Street, is approximately 0.33 ± acres. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The applicant is requesting to rezone the 0.33 ± acre property which is located within the City of Winter Garden and carries a Future Land Use Designation of C (Commercial) on the Future Land Use Map of the City's Comprehensive Plan from R-NC (Residential Neighborhood Commercial District) to C-1 (Central Commercial District).

EXISTING USE

The subject property contains a 4,260 square foot building built in 1947 and used as an auto repair shop.

ADJACENT LAND USE AND ZONING

The properties located to the north of the subject property are developed with an apartment complex, zoned R-2, and located in the City of Winter Garden. The property located to the east of the subject property has a 4,676 square foot commercial building, is zoned RN-C, and located in the City of Winter Garden. The property to the west of the subject property has an 800 square foot commercial building, is zoned R-NC, and is in the City of Winter Garden. The properties to the south of the subject property are developed with single-family homes, zoned R-2, and located in the City of Winter Garden.

PROPOSED USE

The owner is planning to keep the existing use for now and sell the property sometime in the near future.

SUMMARY

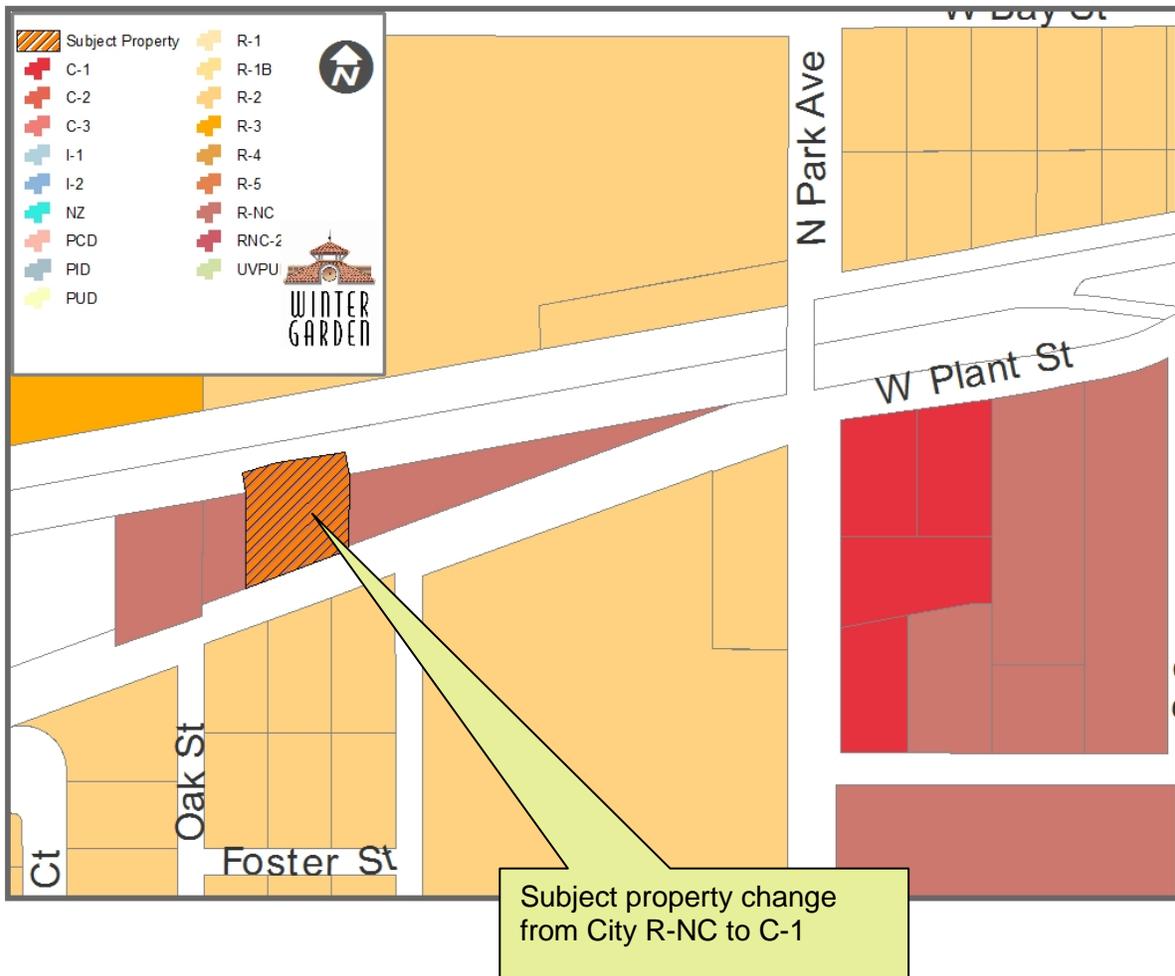
Staff recommends approval of Ordinance 15-29 to rezone the subject property from R-NC to C-1, which is consistent with the City's Comprehensive Plan and surrounding properties.

MAPS

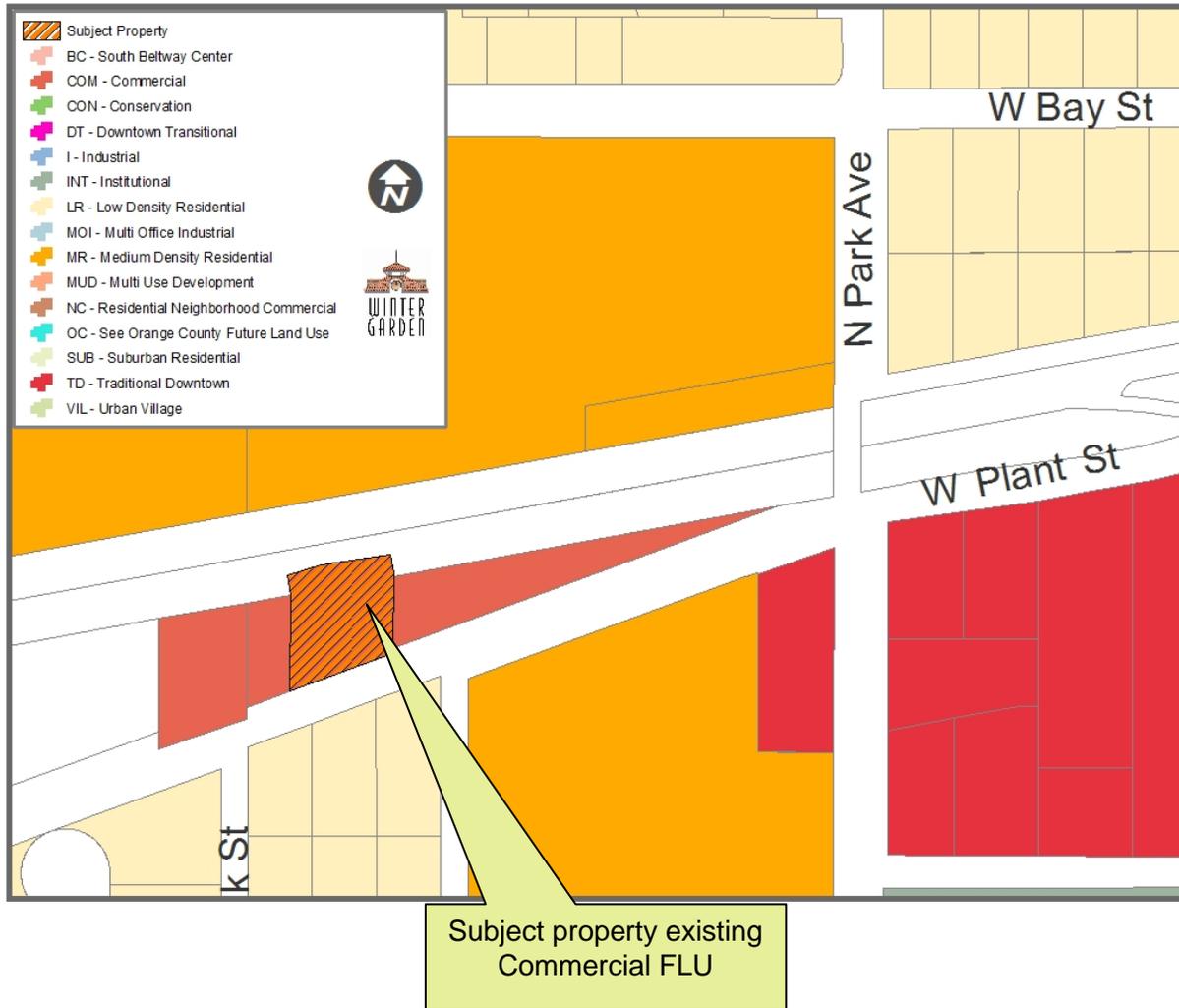
**AERIAL PHOTO
553 W. Plant Street**



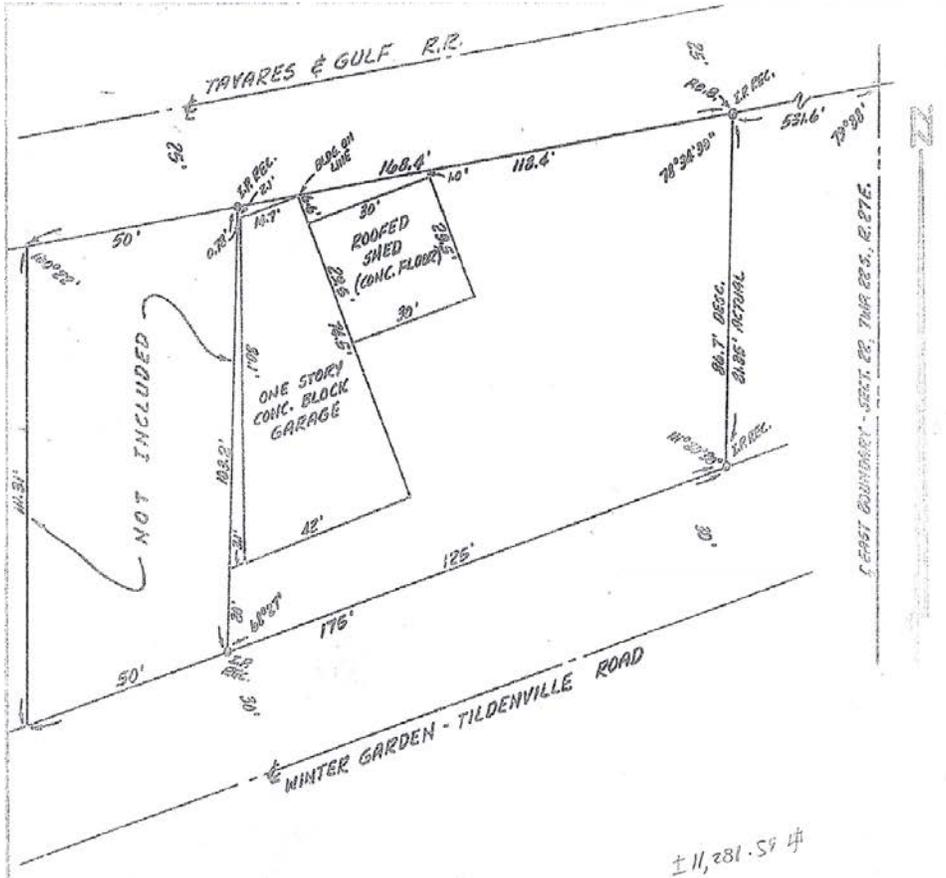
**ZONING MAP
553 W. Plant Street**



FUTURE LAND USE MAP
553 W. Plant Street



SURVEY
553 W. PLANT STREET



PLAT OF SURVEY:

From a point on the South line of the Tavares and Gulf Railroad and the East line of Section 22, Township 22 South, Range 27 East, run Westerly along the South line of the railroad 531.6 feet to the point of beginning; thence Westerly along the railroad 168.4 feet; thence South parallel with the Section line to the North line of the Highway; thence Easterly along the Highway 175 feet; thence North 86.7 feet to the point of beginning. (LESS: The Westerly portion measuring 50 feet along the railroad and 50 feet on the Highway).

IT IS CERTIFIED THAT THE SURVEY REPRESENTED HEREON IS CORRECT AND MEETS THE REQUIREMENTS ADOPTED BY THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS

FOR: John F. Creson
 SCALE: 1" = 30'
 DATE: November 22, 1965
 JOB NO.: 14,606

[Signature]
 JAMES A. WRIGHT
 Registered Professional Land Surveyor

JAMES A. WRIGHT
 INCORPORATED
 P. O. Box 2827
 231 N. Palmetto Avenue
 "One Block East of the Post Office"
 ORLANDO, FLORIDA

END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Mike Bollhoefer, City Manager

Date: March 27, 2015 **Meeting Date:** April 9, 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 adopt Ordinance 15-30

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.

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: March 26, 2015.

SECOND READING AND PUBLIC HEARING: April 9, 2015.

APPROVED:

John Rees, Mayor/Commissioner

ATTEST:

Kathy Golden, City Clerk

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: April 1, 2015 **Meeting Date:** April 9, 2015

Subject: Final Plat
Cypress Reserve Phase 1
Siplin Road (62.765 +/- Acres)

Issue: Applicant is requesting to record the Final Plat of 86 single-family lots in the Cypress Reserve subdivision.

Discussion:

The applicant has developed phase 1 of the property formerly known as Mathews Grove with 86 single-family lots. The plat is consistent with the preliminary plat and the approved PUD.

Recommended action:

Staff recommends approval of the final plat.

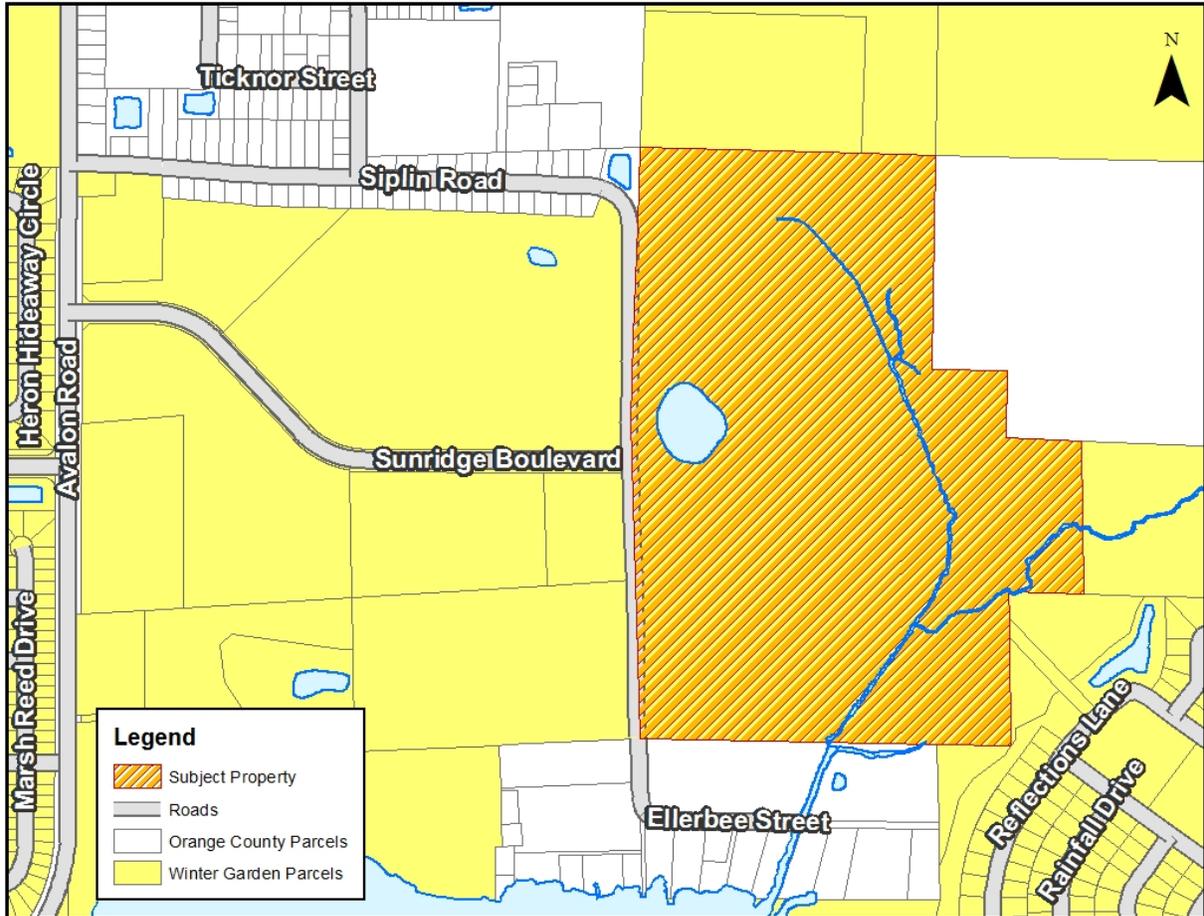
Attachments/References:

Location Map
Final Plat

LOCATION MAP

14365 SIPLIN ROAD

MATHEWS GROVE



CYPRESS RESERVE PHASE 1

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

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 NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 27 EAST, BEING N85°21'11".
- UNLESS OTHERWISE INDICATED, A PRIVATE NON-EXCLUSIVE UTILITY, DRAINAGE AND PEDESTRIAN EASEMENT BEING 10.00 FEET WIDE AT THE FRONT OF ALL LOTS AND TRACTS ABUTTING ROAD RIGHTS-OF-WAY AND A PRIVATE UTILITY AND DRAINAGE EASEMENT BEING 5.00 FEET WIDE ALONG THE SIDES OF ALL LOTS, IS HEREBY DEDICATED AND RESERVED IN FAVOR OF THE CITY OF WINTER GARDEN AND THE CYPRESS RESERVE COMMUNITY ASSOCIATION, INC. ("ASSOCIATION"). 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 ITS UTILITIES PLACED WITHIN THE AFORESAID EASEMENTS. THE ASSOCIATION 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.
- TRACT K (LIFT STATION), TRACT Q (SIPLIN ROAD PUBLIC RIGHT OF WAY) AND TRACT T (PUBLIC RIGHT OF WAY) ARE TO BE CONVEYED TO THE CITY OF WINTER GARDEN IN FEE SIMPLE BY SEPARATE INSTRUMENT. OWNER IS HEREBY DISCLAIMING ANY AND ALL INTEREST OWNER HAS OR MAY HAVE IN THE LANDS LABELED AS TRACT Q-1 (EXISTING SIPLIN ROAD RIGHT OF WAY TO REMAIN) TO THE CITY OF WINTER GARDEN; HOWEVER, OWNER IS RESERVING AN WALL, LANDSCAPE, DRAINAGE AND UTILITY EASEMENT OVER SAID TRACT Q-1.
- THE FOLLOWING TRACTS ARE INTENDED FOR THE PURPOSES AS SET FORTH BELOW AND ARE TO BE CONVEYED TO THE ASSOCIATION PURSUANT TO A SEPARATE DEED AS REQUIRED BY CHAPTER 720 OF THE FLORIDA STATUTES:

TRACT A (OPEN SPACE/BUFFER)
TRACTS E AND J (OPEN SPACE)
TRACTS B, F, G, L, M, N (PASSIVE PARK)
TRACTS D AND H (RETENTION AND OPEN SPACE)
TRACT I (RETENTION/OPEN SPACE/LANDSCAPE/WALL)
TRACTS O AND S (WETLAND AREA)
TRACTS P AND R (UPLAND BUFFER AREA)

DEVELOPMENT RIGHTS OVER TRACTS O, P, R AND S ARE DEDICATED TO THE CITY OF WINTER GARDEN, NO CONSTRUCTION, CLEARING, GRADING OR ALTERATION IS PERMITTED WITHOUT PRIOR APPROVAL OF THE CITY OF WINTER GARDEN AND/OR ALL APPLICABLE JURISDICTIONAL AGENCIES.

TRACT A (OPEN SPACE/BUFFER)
TRACTS E AND J (OPEN SPACE)
TRACTS B, F, G, L, M, N (PASSIVE PARK)
TRACTS D AND H (RETENTION AND OPEN SPACE)
TRACT I (RETENTION/OPEN SPACE/LANDSCAPE/WALL)
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TRACTS P AND R (UPLAND BUFFER AREA)

DEVELOPMENT RIGHTS OVER TRACTS O, P, R AND S ARE DEDICATED TO THE CITY OF WINTER GARDEN, NO CONSTRUCTION, CLEARING, GRADING OR ALTERATION IS PERMITTED WITHOUT PRIOR APPROVAL OF THE CITY OF WINTER GARDEN AND/OR ALL APPLICABLE JURISDICTIONAL AGENCIES.

- EACH OF THE OWNERS OF LOTS AS SHOWN ON THIS PLAT, "CYPRESS RESERVE PHASE 1", IS A MEMBER OF THE ASSOCIATION. THE ASSOCIATION IS REQUIRED TO MAINTAIN TRACTS A, B, D, E, F, G, H, I, J, L, M, N, O, P, R AND S. THE MEMBERS OF THE ASSOCIATION 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 LOTS WITHIN THIS SUBDIVISION ARE GOVERNED BY A MANDATORY HOMEOWNERS ASSOCIATION (I.E. THE CYPRESS RESERVE COMMUNITY ASSOCIATION, INC.) REQUIRING THE PAYMENT OF FEES AND WITH THE POWER TO ASSESS THE LOTS. THE ASSOCIATION IS THE OWNER OF AND/OR RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL PRIVATE AREAS AND DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, LANDSCAPE BUFFER, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS A, B, D, E, F, G, H, I, J, L, M, N, O, P, R AND S AND THE IMPROVEMENTS THEREON. EVERY LOT OWNER WITHIN THIS SUBDIVISION IS REQUIRED TO BE A MEMBER OF THE ASSOCIATION, AND IS SUBJECT TO ITS RULES AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO THE CONDITIONS, COVENANTS, AND RESTRICTIONS PROVIDED FOR IN ITS DECLARATION, AND THE DEDICATIONS, RESTRICTIONS, AND RESERVATIONS, AS SET FORTH ON THIS PLAT. FAILURE TO PAY SUCH FEES OR ASSESSMENTS SHALL RESULT IN THE ATTACHMENT OF A LIEN ON THE PROPERTY OF THE OWNER WHICH FAILS TO PAY SUCH FEES OR ASSESSMENTS BY THE ASSOCIATION, 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 A, B, D, E, F, G, H, I, J, L, M, N, O, P, R AND S AND THE IMPROVEMENTS THEREON, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN (COLLECTIVELY, THE "FACILITIES AND LAND"). FURTHER, THE CITY OF WINTER GARDEN HAS THE RIGHT, BUT NOT THE OBLIGATION, TO CAUSE TO BE PREPARED ANY REPORT, STUDY, OR INSPECTION REQUIRED BY THE CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN (THE "CODE") IF THE ASSOCIATION FAILS TO OBTAIN SUCH REPORTS, STUDIES, OR INSPECTIONS REQUIRED BY THE CODE IN THE TIME PROVIDED. IN THE EVENT THE FACILITIES AND LAND (OR ANY PORTION THEREOF) ARE NOT MAINTAINED, REPAIRED, OR REPLACED IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES, GOOD ENGINEERING PRACTICES, OR BECOME A NUISANCE, OR THE REQUIRED REPORTS, STUDIES, OR INSPECTIONS ARE NOT OBTAINED IN THE TIME PROVIDED, OR IN THE EVENT THE CITY OF WINTER GARDEN EXERCISES THE AFOREMENTIONED RIGHT, EACH OF THE LOT OWNERS ON A PRO-RATA BASIS (I.E., PER LOT) SHALL BE RESPONSIBLE FOR PAYMENT OF THE COST OF SUCH MAINTENANCE, REPAIR, REPLACEMENT AND CARE PROVIDED BY THE CITY OF WINTER GARDEN OR THE CONTRACTORS AND AGENTS AND THE COST OF PREPARING SAID REPORTS, STUDIES, OR INSPECTIONS, PLUS ADMINISTRATIVE COSTS AND ATTORNEYS 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

8 (CONTINUED). 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 PERSONAM 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.

9. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CYPRESS RESERVE ("DECLARATION") AND THE ARTICLES OF INCORPORATION FOR THE ASSOCIATION, ALL OF THE FOREGOING OF WHICH ARE TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

10. THE ASSOCIATION, AS OWNER OF THE SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, COMMON PROPERTIES, AND AMENITIES, AND THE INDIVIDUAL LOT OWNERS TO EXTENT OF THEIR INTEREST IN THE FOREGOING, SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY OF WINTER GARDEN, OTHER GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES HARMLESS FROM ANY AND ALL COSTS, EXPENSES, SUITS, DEMANDS, LIABILITIES, DAMAGES, INJURIES (INCLUDING DEATH), OR OTHERWISE INCLUDING ATTORNEY'S FEES AND COSTS OF SUIT, IN CONNECTION WITH THE REASONABLE USE OF SAID SUBDIVISION INFRASTRUCTURE, COMMON AREAS, OR AMENITIES, OR SAID PARTIES' MAINTENANCE THEREOF, OR SAID PARTIES' EXERCISE OF RIGHTS PERMITTED IN THE DECLARATION, THIS PLAT, OR AS OTHERWISE PERMITTED BY LAW.

11. A UTILITY EASEMENT IS HEREBY DEDICATED TO DUKE ENERGY OVER THE ENTIRETY OF TRACT J (OPEN SPACE) FOR THE PURPOSE OF THE INSTALLATION AND MAINTENANCE OF SWITCHGEAR.

12. ALL LOT LINES THAT INTERSECT CURVES ARE RADIAL UNLESS NOTED OTHERWISE.

PLAT DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTIONS 27 AND 34, TOWNSHIP 22 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8523, PAGE 3067 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27, THENCE NORTH 01°56'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1221.75 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE DEPARTING SAID WEST LINE, SOUTH 88°28'28" EAST, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 223.42 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 01°31'32" WEST, A DISTANCE OF 338.84 FEET; THENCE SOUTH 80°52'26" WEST, A DISTANCE OF 79.08 FEET; THENCE SOUTH 43°58'30" WEST, A DISTANCE OF 132.80 FEET; THENCE SOUTH 47°49'54" WEST, A DISTANCE OF 40.77 FEET; THENCE SOUTH 01°56'00" WEST, A DISTANCE OF 285.36 FEET; THENCE SOUTH 38°03'38" EAST, A DISTANCE OF 133.02 FEET; THENCE SOUTH 63°04'04" EAST, A DISTANCE OF 121.50 FEET; THENCE SOUTH 73°57'14" EAST, A DISTANCE OF 70.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 442.00 FEET, A CENTRAL ANGLE OF 58°02'16", AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°08'42" EAST AND A CHORD DISTANCE OF 428.83 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 447.72 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 22°24'13" WEST, A DISTANCE OF 55.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 34°43'26", AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°17'16" WEST AND A CHORD DISTANCE OF 208.89 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 212.12 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 22°17'38" EAST, A DISTANCE OF 126.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 02°07'03", AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 66°38'50" EAST AND A CHORD DISTANCE OF 17.55 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.55 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 21°23'40" EAST, A DISTANCE OF 97.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 20°05'12", AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°21'04" EAST AND A CHORD DISTANCE OF 61.04 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 61.35 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°18'29" EAST, A DISTANCE OF 24.85 FEET; THENCE NORTH 60°39'48" EAST, A DISTANCE OF 123.58 FEET TO BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 670.17 FEET, A CENTRAL ANGLE OF 22°02'35", AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 46°00'16" EAST AND A CHORD DISTANCE OF 256.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 257.83 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 32°19'45" EAST, A DISTANCE OF 55.51 FEET; THENCE NORTH 25°01'53" EAST, A DISTANCE OF 85.14 FEET; THENCE NORTH 19°18'53" EAST, A DISTANCE OF 32.38 FEET; THENCE NORTH 69°04'12" EAST, A DISTANCE OF 189.15 FEET; THENCE NORTH 66°15'26" EAST, A DISTANCE OF 50.06 FEET; THENCE NORTH 69°04'12" EAST, A DISTANCE OF 184.56 FEET; THENCE NORTH 62°58'01" EAST, A DISTANCE OF 479.31 FEET; THENCE SOUTH 00°43'21" WEST, A DISTANCE OF 298.75 FEET; THENCE SOUTH 87°25'40" EAST, A DISTANCE OF 335.17 FEET; THENCE SOUTH 00°48'35" EAST, A DISTANCE OF 683.94 FEET; THENCE NORTH 88°09'43" WEST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF AFOREMENTIONED SECTION 34, A DISTANCE OF 334.59 FEET; THENCE SOUTH 00°49'53" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, A DISTANCE OF 688.16 FEET; THENCE NORTH 88°53'24" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 1661.99 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 01°18'29" WEST, A DISTANCE OF 1419.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,734,022 SQUARE FEET OR 62.765 ACRES, MORE OR LESS.

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.

SHEET INDEX

SHEET 1 - COVER SHEET
SHEET 2 - KEY MAP/LEGEND
SHEETS 3-7 - DETAIL SHEETS

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 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)

PLAT BOOK: _____ PAGE: _____

CYPRESS RESERVE PHASE 1

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION ("OWNER"), BEING THE LAWFUL OWNER IN FEE SIMPLE OF THE LAND DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE EASEMENTS, RIGHTS, USES AND PURPOSES THEREIN EXPRESSED, INCLUDING AS SET FORTH IN THE PLAT NOTES. EXCEPT AS NOTED ON THIS PLAT, NO PART OF SAID LANDS IS DEDICATED TO THE CITY OF WINTER GARDEN, FLORIDA, OR TO THE PUBLIC.

TRACTS A, B, D, E, F, G, H, I, J, L, M, N, O, P, R, AND S SHALL BE OWNED AND MAINTAINED BY THE "CYPRESS RESERVE COMMUNITY ASSOCIATION, INC." ("ASSOCIATION") AND SHALL BE CONSIDERED "COMMON AREAS" AS DESCRIBED IN THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CYPRESS RESERVE BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ("DECLARATION"). SAID COMMON AREA IS NOT DEDICATED TO THE USE AND ENJOYMENT OF THE GENERAL PUBLIC, BUT ITS USE IS RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE PROPERTY OWNERS OF CYPRESS RESERVE PHASE 1 THE NATURE AND EXTENT OF, AND THE RESERVATIONS AND RESTRICTIONS ON, SUCH COMMON USE AND ENJOYMENT ARE MORE FULLY SET FORTH IN THE DECLARATION. DRAINAGE, ACCESS, UTILITY AND SIDEWALK EASEMENT RIGHTS ARE HEREBY DEDICATED TO THE CITY OF WINTER GARDEN OVER TRACTS A, B, D, E, F, G, H, I, J, L, M, AND N. DEVELOPMENT RIGHTS OVER TRACTS O, P, R AND S ARE DEDICATED TO THE CITY OF WINTER GARDEN; NO CONSTRUCTION CLEARING GRADINGS OR ALTERATION IS PERMITTED WITHOUT PRIOR APPROVAL OF THE CITY OF WINTER GARDEN AND/OR ALL APPLICABLE JURISDICTIONAL AGENCIES.

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 March 27, A.D. 2015.

TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION

NAME: CHRIS TYREE

SIGNED: Chris Tyree (CORPORATE SEAL)
TITLE: VICE PRESIDENT

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Esperanza Maxon (WITNESS SIGNATURE) Esperanza Maxon (WITNESS PRINTED)
Shelley Kaercher (WITNESS SIGNATURE) Shelley Kaercher (WITNESS PRINTED)

THIS IS TO CERTIFY, THAT ON March 27, 2015 BEFORE ME AN OFFICE DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID PERSONALLY APPEARED CHRIS TYREE, AS VICE PRESIDENT OF TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, ON BEHALF OF THE COMPANY. ~~HE IS PERSONALLY KNOWN TO ME OR PRODUCED~~ AS IDENTIFICATION AND DID/DID NOT TAKE AN OATH.

IN WITNESS WHERE OF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

Shelley Kaercher (SIGNATURE OF NOTARY) Shelley Kaercher (NOTARY PRINTED NAME)

3-26-2017 (MY COMMISSION EXPIRES) FF002385 (NOTARY SEAL) (MY COMMISSION NO.)



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 12/24/2014, HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT OR PLANS; 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.

William D. Donley (SIGNATURE) 3/27/2015 (DATE) (SEAL)
WILLIAM D. DONLEY, (PSM) PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5381

DEWBERRY
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
CERTIFICATE OF AUTHORIZATION NO. (LB) LICENSED BUSINESS 8011

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.: _____

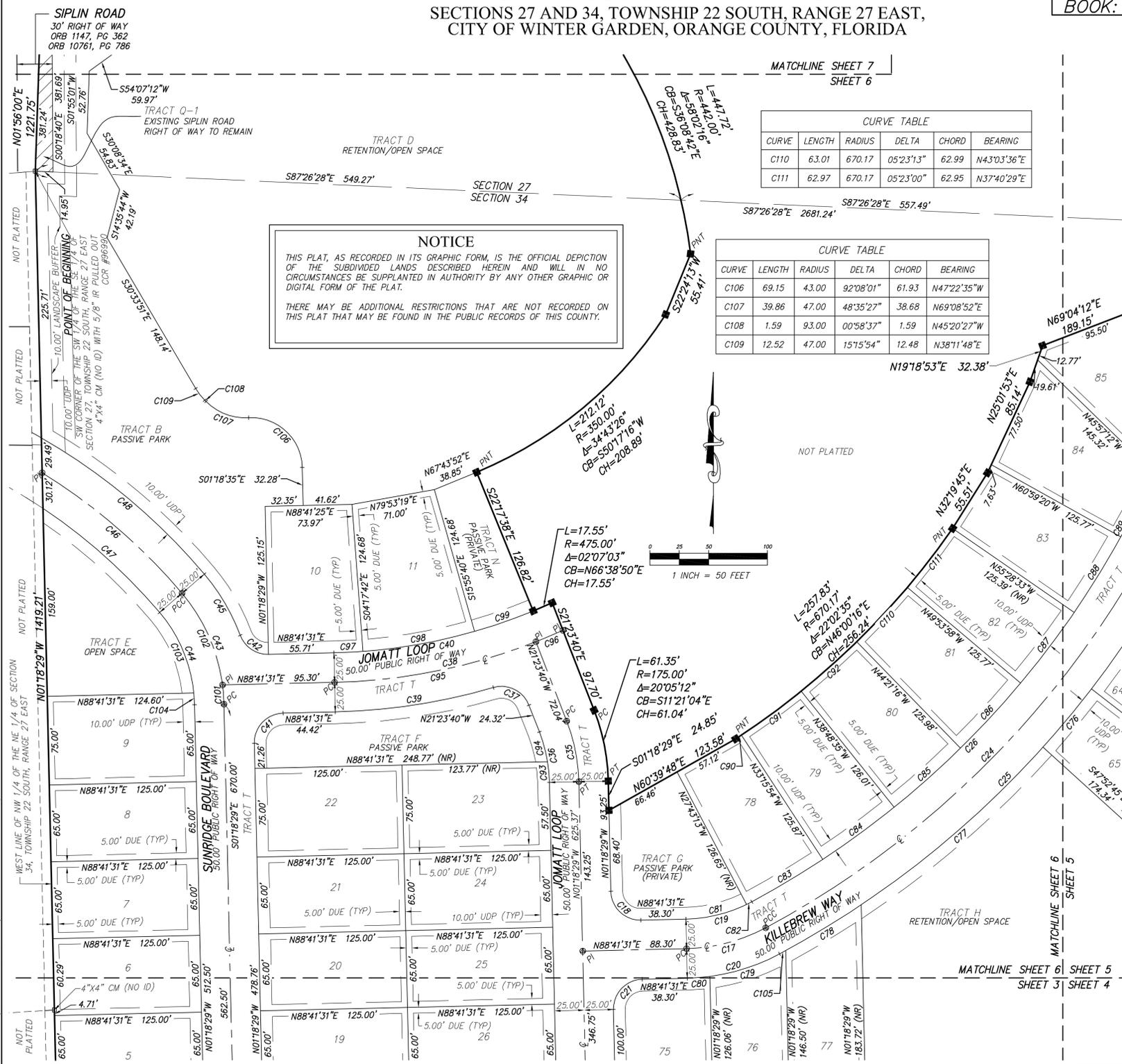
SHEET 1 OF 7

Dewberry & Kubitzki, S. 11th, Melbourne, Florida 32901 (407) 277-1234 (Melbourne Office) www.dewberry.com

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
PHONE: 321.354.9826 Fax: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

CYPRESS RESERVE PHASE 1

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



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Ed Williams, Community Development Director

Via: City Manager Mike Bollhoefer

Date: April 1, 2015 **Meeting Date:** April 9, 2015

Subject: Cypress Reserve Subdivision
Right-of-Way Maintenance Agreement

Issue: The developer and the Homeowners Association of the Cypress Reserve subdivision are requesting approval of a right-of-way maintenance agreement to provide and maintain landscaping within the City right-of-way.

Recommended Action:

Staff recommends approval of the Right-of-Way Maintenance Agreement.

Attachment(s)/References:

Cypress Reserve Right-of-Way Maintenance Agreement

After recording return to:

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

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

RIGHT-OF-WAY MAINTENANCE AGREEMENT

THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT (the “**Agreement**”) is made and entered into this 23rd day of March, 2015, by and between the **CITY OF WINTER GARDEN**, a Florida municipal corporation, (“**City**”), **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida Corporation (“**Developer**”), and **CYPRESS RESERVE COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation (“**HOA**”).

WITNESSETH:

WHEREAS, Developer is the fee simple owner of that approximately SIXTY-SEVEN AND SEVEN HUNDRED SIXTY-FIVE THOUSANDTHS (67.765 +/-) acres of real property generally located on Siplin Road in Winter Garden, Orange County, Florida, being more particularly described on **Exhibit “A”** attached hereto and by this reference hereby incorporated herein (“**Subject Property**”); and

WHEREAS, Developer is in the process of developing the Subject Property as a residential project known as CYPRESS RESERVE PHASE 1 (“**Project**”); and

WHEREAS, Developer and the HOA desire to obtain a non-exclusive right to provide, install and maintain certain landscaping, irrigation, pavement, signage and other improvements (hereinafter collectively referred to as the Landscaping and Improvements) along and within certain rights-of-way which are adjacent to the Project and are more particularly identified on **Exhibit “B”** attached hereto and by this reference hereby incorporated (hereafter collectively referred to as the “**Roads**”); and

WHEREAS, said Landscaping and Improvements require substantially more extensive maintenance than is typical for the City to perform within and along public rights-of-way; and

WHEREAS, the City has raised certain concerns regarding the responsibility for and future maintenance of the Landscaping and Improvements; and

WHEREAS, Developer and HOA, in order to satisfy the concerns of the City, so as to receive permission to provide, install and maintain the Landscaping and Improvements in the public right-of-way, have agreed to the terms, conditions and requirements set forth in this Agreement; and

WHEREAS, the Landscaping and Improvements to be provided, installed and

maintained by the Developer and the HOA shall be as set forth in this Agreement and that certain Landscaping Plan prepared by Verlander Landscape Architecture, LLC dated June 26, 2014 (the “**Landscape Plan**”), a copy of which is retained by the City in the offices of the Public Works Director and incorporated herein by this reference; and

WHEREAS, Developer and HOA acknowledge that the primary beneficiary of said Landscaping and Improvements will be the Developer in marketing the Project and the HOA and the residents of the Project in beautifying the Roads; and

WHEREAS, in light of the foregoing, the Developer and HOA are willing to provide, install and maintain the Landscaping and Improvements pursuant to this Agreement; and

WHEREAS, the City requires that the Developer and HOA undertake certain commitments and covenants to assure the continuous maintenance of the Landscaping and Improvements within or along the Roads during the term of this Agreement;

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 mutually acknowledged by the parties, the Developer, the HOA, and the City agree as set forth herein.

1. **Recitals.** The above premises are true and correct and are incorporated herein as material provisions of this Agreement.
2. **License.** Subject to the terms and conditions provided in this Agreement, the City hereby grants Developer and the HOA the non-exclusive right, privilege and license to use the Roads for the purposes described hereinafter. The license granted herein by the City is terminable by the City as provided for in this Agreement. Termination of the Agreement shall constitute termination of the license.
3. **Construction and Maintenance of Landscaping and Improvements.**
 - A. **Installation of Landscaping.** The Developer, at the Developer’s sole cost and expense, shall design, permit, construct, provide and install the Landscaping and Improvements within, along and for the Roads adjacent to the Subject Property in accordance with the Landscape Plan and this Agreement.
 - B. **Maintenance.** Any and all Landscaping and Improvements installed, constructed or maintained within the Roads shall be operated and maintained by Developer and the HOA in good, clean, attractive, sanitary, safe and serviceable condition, order and repair in accordance with the Landscape Plan and this Agreement. No portion of the Landscaping and Improvements shall be maintained in such a manner as may interfere with the use of the Roads by the public or create a safety hazard, as determined by the City in the City’s sole discretion.

- C. **Compliance with the Law.** Unless otherwise provided for herein, in designing, constructing, installing and maintaining the Landscaping and Improvements, the Developer and the HOA shall comply with any and all laws, ordinances, and regulations of the City, county, state and federal governments, related to its activities, including but not limited to laws and regulations concerning landscaping, trees, planting, maintenance, and signage within and along public and private rights-of-way. Said laws and ordinances include, but are not limited to, Chapter 62 and Chapter 114 of the City Code, as such may be amended from time to time.
- D. **Additional Requirements.** In addition to the requirements of Subsection C. above, all plantings must comply with the following conditions:
1. All trees must be planted at least seven (7) feet from any utility box and at least seven (7) feet from the side lot lines of the adjacent lots.
 2. No tree or vegetation may be planted or allowed to grow in such manner as to interfere with the “triangle of visibility” as defined in FDOT Road Design Index #546.
 3. A permit must be issued by the City’s Public Services Director before any tree is planted within the right-of-way.
 4. All trees must be planted a minimum of four (4) feet behind the back of the curb.
 5. All trees and other vegetation as planted or maintained must not pose a safety hazard.

To the extent of any conflict between the additional requirements set forth above and any current or future City, county, state or federal law or regulation, the more stringent requirement shall control unless preempted by law.

- E. **Road Work.** Developer, the HOA, or their agents, shall not, while installing or maintaining the Landscaping and Improvements, damage or disturb any portion of the Roads without the prior written approval of the City and the City’s prior written approval of a plan to restore the Roads. The Developer, the HOA, or their agents, shall take all safety measures required by law for construction and maintenance work in and along public rights-of-way, including the placing and display of caution signs and signals, when working in the Roads, and shall prevent any obstructions to the Roads which are or may become dangerous to the traveling public. In the event that any work to be conducted by the Developer or the HOA requires streets or traffic lanes to be closed or obstructed, the Developer or the HOA shall, pursuant to the City ordinances, obtain all permits from and pay all applicable fees to the City, and shall obtain approval of its maintenance of traffic plan from the City’s Police and Public Services Departments prior to

commencing such work. In the event that the Developer, or the HOA, or their agents, damages any portion of the Roads while maintaining or installing the Landscaping and Improvements, the Developer or the HOA, as the case may be, at its sole expense, shall restore such portion of the Roads to their prior condition.

- F. **Changes to the Landscape Plan.** Variations from the Landscape Plan must be reviewed and approved by the City in writing prior to any work commencing.
- G. **Irrigation.** All irrigation arising from matters contained in the Landscaping Plan for the Project shall be compatible with future connection to the City's reclaimed water system.
- H. **Water Conservation.** Developer and the HOA shall encourage water conservation in the design and development of the Landscaping and Improvements, including but not limited to, water conserving techniques, water efficient landscaping, proper soil preparation, irrigation systems and equipment and the use of reclaimed water, upon its availability.
- I. **Impact Fees.** Neither the Developer nor the HOA shall receive any compensation, impact fee or tax credits for any landscaping or improvements described herein.
- J. **Non-Interference with Other Interests.** Developer and the HOA, in the performance and exercise of their rights and obligations under this Agreement, shall not interfere in any manner with the existence and operation of any public rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, rights of adjoining property owners, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as expressly permitted by applicable laws. Developer and the HOA, jointly and severally, shall be liable to the City or to the third party owner, as the case may be, for the cost of any repairs made necessary by any displacement, damage, or destruction of City or third party property and shall pay such costs upon written demand within thirty (30) days of receipt of such demand. In addition, Developer and the HOA, jointly and severally, shall be responsible for any and all damage to street pavements, curbs, gutters, sidewalks and other improvements on, above, below or adjacent to the Roads arising from the installation, maintenance, repair or removal of the Landscaping and Improvements, and shall repair, replace and restore in kind, the said damaged property at its expense.

4. **Removal/Relocation.** If, in the sole discretion of the City, all or any portion of the Landscaping and Improvements, or maintenance thereof: (a) interferes with any construction, widening, reconstruction, alteration or improvement which the City desires to perform on, around, over, through or under the Roads or Subject Property; or (b) said Landscaping and Improvements, or maintenance thereof, unreasonably interferes in any way with the convenient,

safe, or continuous use of the Roads; or (c) the non-emergency removal of any or all Landscaping and Improvements is necessary to serve the health, safety or general welfare of the citizens of Winter Garden, the Developer or the HOA, upon receipt of written notice from the City to either of them, shall remove or relocate within the right-of-way that portion of the Landscaping and Improvements as requested by the City within thirty (30) days of receipt of said notice. Any such relocation or removal of any or all Landscaping and Improvements shall be at the sole expense of the Developer or the HOA and the Developer or the HOA shall restore the Roads to their prior condition save for the removal of the Landscaping and Improvements. Notwithstanding anything to the contrary, no Landscaping and Improvements may be removed without the prior written consent of the City, except that fallen vegetation and signage may be removed without prior written consent when reasonably necessary to remedy a threat to public safety.

5. Homeowners Association.

- A. **Amendment to Declaration.** Prior to the issuance of the fiftieth (50th) Certificate of Occupancy for a residential dwelling within the Project by the City, the HOA shall cause to be recorded in the Public records of Orange County, Florida, an amendment to its declaration of covenants, rules and restrictions or other recorded governing document (the “**Amendment to the Declaration**”) which shall apply to all properties within the Subject Property. Said Amendment to the Declaration shall not be subject to the prior approval by the City but shall provide, *inter alia*, for the assumption and acceptance by HOA of all of the Developer’s responsibilities, obligations, commitments, covenants, burdens, and duties as provided in this Agreement and any amendment thereto. Notwithstanding the foregoing, this Agreement is binding upon the HOA upon its execution by the parties and the Amendment to Declaration is intended solely to place notice on the public record for all future owners within the Project of the HOA’s obligations hereunder. The adoption or failure to adopt such Amendment to Declaration shall not affect the validity of this Agreement or in any way impair or otherwise reduce HOA’s obligations hereunder.

- B. **Release of Developer.** At such time as HOA has properly enacted and recorded the Amendment to the Declaration and written approval is obtained from the City, Developer shall be fully released from its obligations and responsibilities as provided for in this Agreement. From and after the release of Developer, any amendments or modifications to this Agreement may be made by written agreement between the City and HOA without the consent of the Developer, provided, however, that no retroactive amendment or modification affecting the rights or obligations of Developer may be made without the prior written consent of the Developer.

6. Inspection; Violations; Remedies.

- A. **Inspection.** At all times, the City shall have the right to inspect the installation,

construction, and maintenance of the Landscaping and Improvements to ensure compliance with the terms of this Agreement.

- B. Breach.** In the event any of the parties violate any material provision of this Agreement, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from a non-violating party. Notwithstanding the preceding, no cure period need be given for a violation by the Developer or HOA which results in a threat or danger to the public health or safety. In the event a violation is not cured within the applicable cure period or the City is required to act without a cure period to remedy a threat to the public health or safety, the City shall have the right to pursue any and all legal and equitable remedies available to it, including the right to seek specific performance of this Agreement.
- C. City's Right to Take Remedial Action.** In addition to the provisions and remedies set forth above, in the event that Developer or the HOA fail to take any action as required by the City to cure a violation within any applicable cure period, in addition to any and all other rights available to the City, the City shall have the right, but not the obligation to take the required action on behalf of Developer or the HOA. Notwithstanding the preceding, in the event that the City determines in its sole discretion that for reasons of public health or safety, immediate action is required to remedy a violation of this Agreement by Developer or the HOA, the City shall have the right, but not the obligation, to repair, replace, maintain or otherwise take such action as may be necessary to remedy the threat to public health or safety without prior written notice to the Developer or the HOA. In the event that for any reason the City repairs, replaces, maintains or otherwise services the Landscaping and Improvements or takes any other action as may be necessary to remedy a violation of this Agreement, the HOA shall be responsible for the payment of all of the costs incurred by the City and its agents in taking such action. Said payment by the HOA shall be made within thirty (30) days of written demand by the City. The City's exercise of its right to remedy a violation of this Agreement shall not limit the City from exercising any other rights or remedies available to it arising from such violation or impose any future or ongoing obligation on the City to continue to maintain, repair, replace or otherwise care for the Landscaping and Improvements thereafter.

7. Indemnification.

- A. HOA.** HOA shall save, defend, indemnify, release, and hold harmless City and City's employees, agents, contractors, and commission members against and from all disputes, lawsuits, injuries, losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable consultants' and attorneys' fees which may be imposed upon, incurred by or asserted or claimed against them, resulting or arising from any or all of the following (i) the performance by HOA or its agents of any action under this Agreement or otherwise related to the Landscaping

and Improvements or the Roads, (ii) HOA's failure to perform, or cause to be performed, any required action or obligation of HOA pursuant to this Agreement; (iii) the exercise or attempted exercise by HOA of any rights, privileges, or obligations under this Agreement, (iv) the City's or an agent of the City's performance of any obligation of Developer or HOA pursuant to paragraph 6.C. of this Agreement, or (v) any damage to the Landscaping and Improvements which may result from the use of the Roads by the City or other governmental authority or their agents due to maintenance, construction, widening, installation or other proper use within the Roads.

B. Developer. Developer shall save, defend, indemnify, release, and hold harmless City and City's employees, agents, contractors, and commission members against and from all disputes, lawsuits, injuries, losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable consultants' and attorneys' fees which may be imposed upon, incurred by or asserted or claimed against them, resulting or arising from any or all of the following (i) the performance by Developer or its agents of any action under this Agreement or otherwise related to the Landscaping and Improvements or the Roads, (ii) Developer's failure to perform, or caused to be performed, any required action or obligation of Developer pursuant to this Agreement; (iii) the exercise or attempted exercise by Developer of any rights, privileges, or obligations under this Agreement, (iv) the City's or an agent of the City's performance of any obligation of Developer or HOA pursuant to paragraph 6.C. of this Agreement, or (v) any damage to the Landscaping and Improvements which may result from the use of the Roads by the City or other governmental authority or their agents due to maintenance, construction, widening, installation or other proper use within the Roads. The provisions of this paragraph shall survive any assumption of obligations by the HOA pursuant to the Amendment to Declaration.

C. Joint and Several Liability. Subject to the terms of Paragraph 5.B. above regarding the release of Developer upon the occurrence of certain events, HOA and Developer shall be jointly and severally liable for any and all obligations, responsibilities, and liabilities imposed upon either the HOA or Developer under this Agreement.

8. Non-Approval. Unless expressly authorized or granted herein, nothing in this Agreement shall constitute or be deemed to constitute any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, site plan, preliminary subdivision plan, final subdivision plan, or any other land use or development approval. Further, nothing in this Agreement shall be deemed to reduce, eliminate, derogate from or otherwise adversely affect or modify the approved Landscape Plans. Developer and the HOA shall be solely responsible for obtaining all governmental and private approvals which may be necessary or desirable for the performance of Developer's or the HOA's obligations under this Agreement and it is expressly understood and agreed upon that the City does not assume any responsibility for the securing of any such approvals, permits, licenses, easements or other interests, including but not limited to any necessary agreement with utility providers.

9. **Termination.** This Agreement may be terminated by the Developer, HOA, or the City at any time with or without cause upon thirty (30) days written notice to the other parties. Unless otherwise agreed to in writing by the City, in the event of termination of this Agreement, whether at the election of the Developer, HOA or the City, Developer (or HOA if Developer has been released in accordance with Paragraph 5.B. above) at its sole cost and expense shall remove any and all landscaping and improvements from the Roads, other than trees, and replace such landscaping and improvements with sod of a type approved by the City within thirty (30) days.

10. **Rights in Roads.** It is expressly stipulated that this Agreement shall not operate to create or vest any property rights to any portion of the Roads in Developer or HOA. Further, it is expressly understood by Developer and HOA that the City shall be under no obligation to acquire or condemn any rights-of-way, easement or other property right as part of this Agreement.

11. **Other Provisions.**

A. **Warranty of Authority and Ownership.** Developer and the HOA represent and warrant 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 addition, Developer represents and warrants to City that Developer is the owner of the Subject Property in fee simple.

B. **Notice.** All notices required or permitted to be given under this Development Agreement must be in writing and must be delivered to the City, the HOA or the Developer at its address set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

City: City Manager
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
Facsimile: (407) 656-1073

With a copy to: City Attorney
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
Facsimile: (407) 656-1073

Developer: Taylor Morrison of Florida, Inc.
Attn: Greg Clark

151 Southhall Lane
Suite 200
Maitland, FL 32751
Phone: (321) 397-7526
Fax: (321) 397-9113
E-Mail: gclark@taylormorrison.com

with a copy to:

Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, FL 32801
Attention: James H. McNeil, Jr., Esq.
Phone: (407) 419-8543
Fax: (407) 254-4251
E-Mail: jim.mcneil@akerman.com

with a copy to:

S. Todd Merrill, Esq.
Associate General Counsel
Taylor Morrison, Inc.
12211 N. Westshore Blvd.
Suite 512
Tampa, FL 33607
Phone: (813) 227-4244
Fax: (888) 296-6822
E-Mail: tmerrill@taylormorrison.com

HOA:

Cypress Reserve Community Association, Inc.
c/o Shelley S. Kaercher
151 Southhall Lane
Suite 200
Maitland, Florida 32751
Phone: (407) 618-8988
Fax: (321) 418-6194
E-Mail: skaercher@taylormorrison.com

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) 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; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a normal business day or, if not, the first normal business day after the transmission. Notices or

communications to or from parties' attorneys will be deemed to be to or from that party.

- C. **Amendment.** This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except by writing signed by the parties hereto or their authorized assignees.
- D. **Severability.** 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.
- E. **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.
- F. **Effective Date.** The effective date of this Agreement, for purposes of the performance of obligations by the parties under this Agreement, shall be the date the last of the parties hereto executes the Agreement.
- G. **Binding Effect and Successors.** The obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement.
- H. **Reimbursement.** On or before ten (10) days after the date of invoicing, Developer shall reimburse the City for the City's engineer and attorney fees for negotiations, inspections, conferences relating to or drafting of this Agreement for the City.
- I. **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.
- J. **Captions.** The captions or paragraph 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.
- K. **Counterparts.** This Agreement may be executed in any number of counterparts; each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same Agreement.
- L. **Independent Parties.** The parties are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize any of the parties hereto to represent or bind any other party to matters not expressly

authorized or provided in this Agreement.

- M. **Informed Execution.** This Agreement is entered into voluntarily by the Developer and HOA without duress and after full review, evaluation and consideration by the Developer and HOA. Developer and HOA are represented by counsel, or alternatively, have been afforded an opportunity to retain counsel for review of this Agreement.
- N. **Recording.** At any time during the term of this Agreement, the City may record this Agreement with the cost thereof to be borne by the Developer.
- O. **Interpretation.** None of the parties shall be considered the drafter of this Agreement for purposes of interpreting this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.
- P. **Non-Waiver of Sovereign Immunity.** Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Grantee of its sovereign immunity under the Constitution and laws of the State of Florida.
- Q. **Police Power; City Ordinances.** Developer and HOA acknowledge that at all times during the term of this Agreement, their rights shall be subject to all lawful exercise of the police power of the City, and to such reasonable regulation of the Public Rights-of-Way as the City shall hereafter by resolution or ordinance provide in the interests of health, safety and welfare of the public. Any inconsistency or ambiguity between the provisions of this Agreement and the lawful exercise of the City's police power shall be resolved in favor of the latter. Additionally, this Agreement and the privileges granted hereunder to Developer and HOA are subject to the general ordinance provisions now in effect and hereinafter made effective by the City.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE 12]

IN WITNESS WHEREOF, the Developer, the HOA and the City have executed this Agreement as of the day and year approved and accepted by the City.

Signed, sealed and delivered in the presence of:

ATTEST:

By: _____
KATHY GOLDEN, City Clerk


Print Name: JULIA A. Sheppard
Witness


Print Name: Esperanza Maxon
Witness


Print Name: Esperanza Maxon
Witness


Print Name: JULIA A. Sheppard
Witness

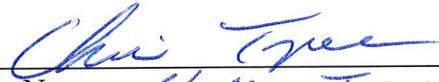
“CITY”

CITY OF WINTER GARDEN, FLORIDA

By: _____
JOHN REES, Mayor

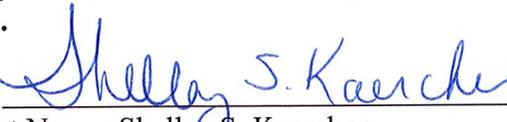
“DEVELOPER”

Taylor Morrison of Florida, Inc.

By: 
Print Name: Chris Tyree
Its: V.P., Land

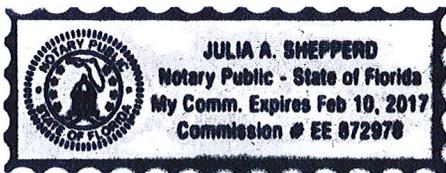
“HOA”

Cypress Reserve Community Association, Inc.

By: 
Print Name: Shelley S. Kaercher
Its: President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this 23rd of March, 2015, by Christyree, as Vice President of Land of Taylor Morrison of Florida, Inc., on its behalf. He (check one) is personally known to me, or has produced a valid driver's license as identification.



Julia A. Shepperd
Notary Public, State and County Aforesaid
Name: Julia A. Shepperd
My Commission Expires: Feb 10, 2017
My Commission Number is: EE872978

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed, sworn to and acknowledged before me this 23rd of March, 2015, by Shelley S. Kaercher, as President of Cypress Reserve Community Association, Inc., on its behalf. She (check one) is personally known to me, or has produced a valid driver's license as identification.



Julia A. Shepperd
Notary Public, State and County Aforesaid
Name: Julia A. Shepperd
My Commission Expires: Feb 10, 2017
My Commission Number is: EE872978

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

A PARCEL OF LAND SITUATED IN SECTIONS 27 AND 34, TOWNSHIP 22 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8523, PAGE 3067 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27, THENCE NORTH 01°56'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1221.75 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE DEPARTING SAID WEST LINE, SOUTH 88°28'28" EAST, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4, A DISTANCE OF 223.42 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 01°31'32" WEST, A DISTANCE OF 338.84 FEET; THENCE SOUTH 80°52'26" WEST, A DISTANCE OF 79.08 FEET; THENCE SOUTH 43°58'30" WEST, A DISTANCE OF 132.80 FEET; THENCE SOUTH 47°49'54" WEST, A DISTANCE OF 40.77 FEET; THENCE SOUTH 01°56'00" WEST, A DISTANCE OF 285.36 FEET; THENCE SOUTH 38°03'38" EAST, A DISTANCE OF 133.02 FEET; THENCE SOUTH 63°04'04" EAST, A DISTANCE OF 121.50 FEET; THENCE SOUTH 73°57'14" EAST, A DISTANCE OF 70.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 442.00 FEET, A CENTRAL ANGLE OF 58°02'16", AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36°08'42" EAST AND A CHORD DISTANCE OF 428.83 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 447.72 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 22°24'13" WEST, A DISTANCE OF 55.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 34°43'26", AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°17'16" WEST AND A CHORD DISTANCE OF 208.89 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 212.12 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 22°17'38" EAST, A DISTANCE OF 126.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 02°07'03", AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 66°38'50" EAST AND A CHORD DISTANCE OF 17.55 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.55 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 21°23'40" EAST, A DISTANCE OF 97.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 20°05'12", AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°21'04" EAST AND A CHORD DISTANCE OF 61.04 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 61.35 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°18'29" EAST, A DISTANCE OF 24.85 FEET; THENCE NORTH 60°39'48" EAST, A DISTANCE OF 123.58 FEET TO BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 670.17 FEET, A CENTRAL ANGLE OF 22°02'35", AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 46°00'16" EAST AND A CHORD DISTANCE OF 256.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 257.83 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 32°19'45" EAST, A DISTANCE OF 55.51 FEET; THENCE NORTH 25°01'53" EAST, A DISTANCE OF 85.14 FEET; THENCE NORTH 19°18'53" EAST, A DISTANCE OF 32.38 FEET; THENCE NORTH 69°04'12" EAST, A DISTANCE OF 189.15 FEET; THENCE NORTH 66°15'26" EAST, A DISTANCE OF 50.06 FEET; THENCE NORTH 69°04'12" EAST, A DISTANCE OF 184.56 FEET; THENCE NORTH 62°58'01" EAST, A DISTANCE OF 479.31 FEET; THENCE SOUTH 00°43'21" WEST, A DISTANCE OF 298.75 FEET; THENCE SOUTH 87°25'40" EAST, A DISTANCE OF 335.17 FEET; THENCE SOUTH 00°48'35" EAST, A DISTANCE OF 683.94 FEET; THENCE NORTH 88°09'43" WEST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF AFOREMENTIONED SECTION 34, A DISTANCE OF 334.59 FEET; THENCE SOUTH 00°49'53" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, A DISTANCE OF 688.16 FEET; THENCE NORTH 88°53'24" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 1661.99 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 01°18'29" WEST, A DISTANCE OF 1419.21 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

DESCRIPTION OF THE ROADS

Public Rights of Way of Cypress Reserve Phase 1, according to the Plat thereof, as recorded in Plat Book _____, Pages _____ through _____ of the Public Records of Orange County, Florida.

Planning & Zoning

MAR 24 2012

Project # _____

LOCATION MAP

14365 SIPLIN ROAD

MATHEWS GROVE

