



AGENDA
CITY COMMISSION
CITY HALL COMMISSION CHAMBERS
300 W. Plant Street
Winter Garden, Florida

REGULAR MEETING

March 24, 2016

6:30 p.m.

CALL TO ORDER

Determination of a Quorum

Opening Invocation and Pledge of Allegiance

1. **APPROVAL OF MINUTES**

Regular Meeting Minutes of March 10, 2016

2. **PRESENTATION**

A. **Proclamation 16-03** declaring April as Water Conservation Month

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

A. **Ordinance 16-19:** 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 00.13 ± ACRES LOCATED AT 429 WEST PLANT STREET GENERALLY AT THE SOUTHEAST CORNER OF WEST PLANT STREET AND NORTH CENTRAL AVENUE FROM LOW DENSITY RESIDENTIAL TO TRADITIONAL DOWNTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE - Community Development Manager Pash

B. **Ordinance 16-20:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.24 ± ACRES LOCATED AT 419 AND 429 WEST PLANT STREET ON THE SOUTHEAST CORNER OF WEST PLANT STREET AND NORTH CENTRAL AVENUE FROM R-2 RESIDENTIAL DISTRICT TO C-1 CENTRAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE - Community Development Manager Pash

C. **Ordinance 16-22:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 1.26 ± ACRES LOCATED AT 14990 WEST COLONIAL DRIVE ON THE SOUTHEAST CORNER OF WEST COLONIAL DRIVE AND AVALON ROAD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

D. **Ordinance 16-23:** 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 1.26 ± ACRES LOCATED AT 14990 WEST COLONIAL DRIVE ON THE SOUTHEAST CORNER OF WEST COLONIAL DRIVE AND AVALON ROAD FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

E. **Ordinance 16-24:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 1.26 ± ACRES LOCATED AT 14990 WEST COLONIAL DRIVE ON THE SOUTHEAST CORNER OF WEST COLONIAL DRIVE AND AVALON ROAD FROM ORANGE COUNTY C-1 RETAIL COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE - Community Development Manager Pash

F. **Ordinance 16-25:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ARTICLE V, DIVISION 2 OF CHAPTER 118 OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES GOVERNING RESIDENTIAL PLANNED UNIT DEVELOPMENTS; MODIFYING REGULATIONS GOVERNING PLANNED UNIT DEVELOPMENTS WITH PRIMARY RESIDENTIAL USES; PROVIDING FOR AND CREATING PLANNED UNIT DEVELOPMENTS WITH PRIMARY INSTITUTIONAL USES; PROVIDING FOR SECONDARY USES AND PROHIBITED USES

WITHIN PLANNED UNIT DEVELOPMENTS WITH PRIMARY RESIDENTIAL AND PRIMARY INSTITUTIONAL USES; PROVIDING FOR CODIFICATION, CONFLICTS, AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE - Community Development Manager Pash

4. **REGULAR BUSINESS**

- A. Recommendation to approve Right-of-Way Maintenance Agreement for Waterside on Johns Lake Phase 2A Subdivision - Community Development Manager Pash
- B. Recommendation to approve Final Plat for Waterside on Johns Lake Phase 2A - Community Development Manager Pash
- C. Recommendation to approve purchasing two 2016 solid waste automated side load trucks from Nextran Truck Center under the Florida Sheriff Association state contract bid number 15-13-0904 for a total purchase price of \$533,937.80 – Assistant City Manager of Public Services – Cochran

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

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

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

- A. Discussion on allowing chickens in residential areas
- B. Discussion on golf carts

8. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to a Regular Meeting on April 14, 2016 at 6:30 p.m. in City Hall Commission Chambers, 300 W. Plant Street, 1st floor

NOTICES:

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

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

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

CITY COMMISSION REGULAR MEETING MINUTES

March 10, 2016

A **REGULAR MEETING** of the Winter Garden City Commission was called to order by Mayor Rees at 6:31 p.m. at City Hall, 300 West Plant Street, Winter Garden, Florida. An Opening Invocation and Pledge of Allegiance were given.

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

Also Present: City Manager Mike Bollhoefer, City Attorney Kurt Ardaman, City Clerk Kathy Golden, Assistant City Manager of Administrative Services Frank Gilbert, Community Development Director Ed Williams, Economic Development Director Tanja Gerhartz, Finance Director Laura Zielonka, Deputy Fire Chief Jose P. Gainza, Jr., Information Technology Director Chad Morrill, Police Chief George Brennan, and Community Development Manager Stephen Pash

1. **APPROVAL OF MINUTES**

Motion by Commissioner Makin to approve regular meeting minutes of February 25, 2016 as submitted. Seconded by Commissioner Buchanan and carried unanimously 5-0.

2. **PRESENTATION**

A. **Proclamation 16-02** was read by Mayor Rees and presented, along with City Commissioners, to the West Orange Healthcare District delegation declaring "Healthy West Orange" in March 2016.

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

A. **Ordinance 16-17:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ORDINANCE 15-69, THE CITY OF WINTER GARDEN FISCAL YEAR 2015-2016 BUDGET TO CARRY FORWARD PRIOR YEAR APPROPRIATIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 16-17 by title and the following excerpt from Section 1, appropriated as follows:

REVENUES

General Fund	\$ 575,486
Local Option Gas Tax Fund	1,001,409
Transportation Impact Fee Fund	4,799,929

Utilities Operating Fund	2,641,394
Utilities Impact Fee Fund	3,728,934
Utilities Renewal & Replacement	2,155,587
Stormwater Fund	<u>642,635</u>
Total	\$15,545,374

City Attorney Ardaman noted that the expenditures were itemized identically to the revenues.

Finance Director Zielonka stated that this Ordinance amends the current year budget to roll forward any projects that were not completed last year. There have been no changes since the first reading.

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

Motion by Commissioner Buchanan to adopt Ordinance 16-17. Seconded by Commissioner Makin and carried unanimously 5-0.

4. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES

- A. **Ordinance 16-19:** 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 00.13 ± ACRES LOCATED AT 429 WEST PLANT STREET GENERALLY AT THE SOUTHEAST CORNER OF WEST PLANT STREET AND NORTH CENTRAL AVENUE FROM LOW DENSITY RESIDENTIAL TO TRADITIONAL DOWNTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 16-19 by title only. Community Development Manager Pash gave the location of the property and stated that the owner has requested to change the future land use designation from low density residential to traditional downtown. Staff feels that this is a very good use of this property. The property to the east currently has this land use designation. Staff spoke to many property owners on this block that are all in support of this issue. He explained that the City supports a continuation of this zoning across the entire block. Staff recommends approval of Ordinance 16-19.

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

Motion by Commissioner Makin to approve Ordinance 16-19 with the second reading and public hearing being scheduled for March 24, 2016. Seconded by Commissioner Buchanan and carried unanimously 5-0.

- B. **Ordinance 16-20**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.24 ± ACRES LOCATED AT 419 AND 429 WEST PLANT STREET ON THE SOUTHEAST CORNER OF WEST PLANT STREET AND NORTH CENTRAL AVENUE FROM R-2 RESIDENTIAL DISTRICT TO C-1 CENTRAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 16-20 by title only. Community Development Manager Pash stated that this item includes the previous property acted on as well as the property to the east of it. The applicant requests rezoning from R-2 to C-1; staff has reviewed this item and recommends approval.

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

Motion by Commissioner Makin to approve Ordinance 16-20 with the second reading and public hearing being scheduled for March 24, 2016. Seconded by Commissioner Buchanan and carried unanimously 5-0.

- C. **Ordinance 16-22**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 1.26 ± ACRES LOCATED AT 14990 WEST COLONIAL DRIVE ON THE SOUTHEAST CORNER OF WEST COLONIAL DRIVE AND AVALON ROAD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- D. **Ordinance 16-23**: 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 1.26 ± ACRES LOCATED AT 14990 WEST COLONIAL DRIVE ON THE SOUTHEAST CORNER OF WEST COLONIAL DRIVE AND AVALON ROAD FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- E. **Ordinance 16-24**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 1.26 ± ACRES LOCATED AT 14990 WEST COLONIAL DRIVE ON THE SOUTHEAST CORNER OF WEST COLONIAL DRIVE AND AVALON ROAD FROM ORANGE COUNTY C-1 RETAIL COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinances 16-22, 16-23, and 16-24 by title only. Community Development Manager Pash stated that this is a voluntary annexation of the Circle K on West Colonial Drive. It is a request for C-2 zoning and future land use of commercial. Staff recommends approval.

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

Motion by Commissioner Buchanan to approve Ordinances 16-22, 16-23, and 16-24 with the second reading and public hearing being scheduled for March 24, 2016. Seconded by Commissioner Sharman and carried unanimously 5-0.

- F. **Ordinance 16-25:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ARTICLE V, DIVISION 2 OF CHAPTER 118 OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES GOVERNING RESIDENTIAL PLANNED UNIT DEVELOPMENTS; MODIFYING REGULATIONS GOVERNING PLANNED UNIT DEVELOPMENTS WITH PRIMARY RESIDENTIAL USES; PROVIDING FOR AND CREATING PLANNED UNIT DEVELOPMENTS WITH PRIMARY INSTITUTIONAL USES; PROVIDING FOR SECONDARY USES AND PROHIBITED USES WITHIN PLANNED UNIT DEVELOPMENTS WITH PRIMARY RESIDENTIAL AND PRIMARY INSTITUTIONAL USES; PROVIDING FOR CODIFICATION, CONFLICTS, AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney Ardaman read Ordinance 16-25 by title only. Community Development Manager Pash stated that this is an amendment to the section of the City Code that allows for the planned development to contain mainly institutional uses. This derived from the school on Tildenville Road coming forward to do a planned development and also a small portion at the corner that would be commercial. There is also one other alteration in the ordinance that addresses an issue staff has seen over the years whereby many planned residential developments have screened-in enclosures that are five feet off the walls of public roadways. The alteration is to not allow accessory structures, such as screened rooms to be located any closer than 25 feet to a public right-of-way.

There was discussion that this ordinance would not affect any of the existing developments.

Commissioner Olszewski addressed a phone call he received by asking staff if they had addressed the proposed changes with current developers. It is his understanding that they have agreed to comply with the changes, although they may not like it. Mr. Pash responded yes; there is one planned development in process that will be affected and staff is working with them.

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

Motion by Commissioner Buchanan to approve Ordinance 16-25 with the second reading and public hearing being scheduled for March 24, 2016. Seconded by Commissioner Sharman and carried unanimously 5-0.

5. **REGULAR BUSINESS**

A. **Recommendation to approve Final Plat for Canopy Oaks Phase I**

Community Development Manager Pash stated that this is the final plat for Canopy Oaks which is a 49 single family unit subdivision. The proposed plat is consistent with the preliminary plat. It has been reviewed by the Development Review Committee and approval is recommended.

Commissioner Makin addressed a prior conversation regarding the curbing. As of right now, applicants cannot get a Certificate of Occupancy for anything that is in progress or have any other building permits approved until the applicant gives the City the engineering drawings and the curbing is approved for Roper Road. Mr. Pash responded that they will be allowed to submit plans to be reviewed that will be held back while a drainage situation is being reassessed on the opposite side of Roper Road.

Motion by Commissioner Makin to approve the Final Plat for Canopy Oaks Phase I, as submitted. Seconded by Commissioner Buchanan and carried unanimously 5-0.

B. **Resolution 16-03: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, PROVIDING SUPPORT FOR THE INNOVATIVE SIGNAL TECHNOLOGIES PILOT PROJECT**

City Attorney Ardaman read Resolution 16-03 by title only. City Manager Bollhoefer shared that this resolution shows support with efforts in Central Florida to look at an experimental system for innovated traffic signal maintenance. This would include working with MetroPlan who is seeking Federal grant funding. This does not commit the City to any funding or any support in the future; it is just our initial statement saying that we agree to look into this more.

Motion by Commissioner Olszewski to approve Resolution 16-03. Seconded by Commissioner Makin and carried unanimously 5-0.

C. **Appointments to the Architectural Review and Historic Preservation Board**

City Manager Bollhoefer stated that he has included a spreadsheet listing in the agenda packet of those who are eligible for the open positions. Mr. Bollhoefer noted that appointments will have to be done again in July. He anticipates bringing an ordinance back that will stagger the terms.

Mayor Rees stated that for the Architect we have Tory Parish, for the General Contractor we have Eric Rainville, and for the property owner within the district is Ryan Hinricher.

Motion by Commissioner Olszewski to approve appointment of Tory Parish, Eric Rainville, and Ryan Hinricher to the Architectural Review and Historic Preservation Board through July 2016. Seconded by Commissioner Makin and carried unanimously 5-0.

Mayor Rees stated we need one more for a resident. Commissioner Olszewski noted that Jessica Stone is interested in serving on this board.

Motion by Commissioner Olszewski to appoint Jessica Stone to the Architectural Review and Historic Preservation Board. Seconded by Commissioner Makin and carried unanimously 5-0.

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

8. **MATTERS FROM CITY MANAGER**

A. **Discussion on allowing chickens in residential areas**

City Manager Bollhoefer covered some pros and cons regarding allowing chickens in residential areas (*see attached Exhibit A*). Mr. Bollhoefer stated that the real question is will the chicken owners be responsible.

Commissioner Olszewski asked City Attorney Ardaman if there is any way to force people to be responsible. Mr. Ardaman responded that you certainly have the ability with most enforcement being complaint driven. He explained Orlando is on a pilot program and Maitland did adopt an ordinance. Enforcement is viable.

City Manager Bollhoefer suggested considering a pilot program to see where the issues are within a year. There was discussion on the number of permits to be issued and monitored during the pilot period. Mr. Bollhoefer noted that he wanted to include a provision to be sure no animals are abused.

There was discussion on whether this would be done by ordinance. City Attorney Ardaman recommended that it be done as an ordinance that optionally would automatically sunset after a year, allowing for enforcement. At the end of the one year, it can be continued, amended or modified.

There was discussion on the number of permits for the pilot program being 25 on a first come first served basis.

Commissioner Buchanan noted that this will only be an issue for residents that are not located in a homeowners association (HOA). Mr. Bollhoefer stated having two hearings will also get the word out.

There was discussion that the City Manager would come back to the City Commission with an Ordinance for this item. *There were no objections noted.*

Temporary parking downtown during garage construction

City Manager Bollhoefer stated some items have been worked on to ensure we have enough parking downtown when construction begins April 11, 2016. He noted that the house on the corner of Smith and Main, which is the old Tanner House, has been purchased and will be demolished for redevelopment. The City would demolish the house for them in exchange for using it for five months for about 100 parking spaces. He stated that during construction, staff would set up a valet service with drop off spots at no charge. Staff is working with the Methodist Church to use their parking when there are no events. Also, the City would pave a little dirt piece in exchange for using their space. There was discussion of another lot owned by the same owner that can be utilized. He shared there will also be golf cart shuttles for people parking on the ends (of downtown) to see how well it works. Temporary street lighting will be added in darker areas to make people comfortable with walking.

Commissioner Buchanan addressed an issue he was asked about riding a golf cart from Winter Oaks. Mr. Bollhoefer shared that there is no safe way to put a golf cart on Plant Street and explained the reasons. Winter Oaks HOA already has a solution; a golf cart is a vehicle that goes less than 20 mph. Under state law, if a vehicle can exceed 20 mph, it is no longer a golf cart but becomes a low speed vehicle. All that is needed for low speed vehicles to operate on roads with speed limits up to 35 mph is the required safety equipment and a signed affidavit that is taken to the tag agency to obtain their tags. Commissioner Buchanan stated that he is now hearing Winter Oaks residents can go to the mall. Mr. Bollhoefer responded absolutely according to state law. Commissioner Buchanan stated that the City could potentially have golf carts going 20-25 mph on roads where cars are going up to 45; he does not think that is a good idea.

Mr. Bollhoefer explained that under state law any golf cart type vehicle that goes over 25 mph is illegal without a tag. It is staff's goal to start enforcement when this is done.

9. MATTERS FROM MAYOR AND COMMISSIONERS

Commissioner Olszewski asked about status of Windermere and Roberson Roads. City Attorney Ardaman shared there has been significant discussion and he believes at the next City Commission meeting we will have a final proposal if it is not resolved by then.

Commissioner Sharman shared that a notice has been sent out about the County closing State Road 545 at Knox Nursery to repair a pipe located between the lakes under the roadway.

The meeting adjourned at 7:09 p.m.

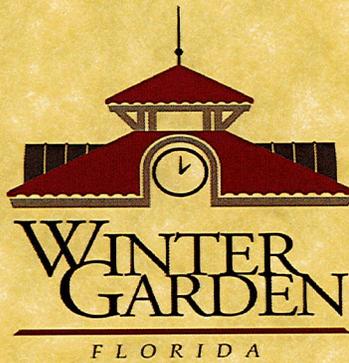
APPROVED:

Mayor John Rees

ATTEST:

City Clerk Kathy Golden, CMC

DRAFT



Proclamation

16-03

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, typically a dry month when potable water demands are most acute, Florida's Water Conservation Month, 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; and

Now, therefore, be it resolved that by virtue of the authority vested in me as Mayor of the City of Winter Garden and Commissioners do hereby proclaim the month of April 2016 as

“WATER CONSERVATION MONTH”

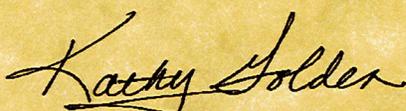
and call upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

In witness whereof, I have hereunto set my hand and caused the City Seal to be affixed this 24th day of March, 2016.


Mayor John Rees



Attest:



Kathy Golden, City Clerk



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: March 15, 2016

Meeting Date: March 24, 2016

Subject: Jowers Family Enterprises – 429 W. Plant
FLU Amendment
429 West Plant Street (0.13±Acres)
Parcel ID #23-22-27-2548-02-110

Issue: The owner of this property is requesting to amend the Future Land Use designation to allow future development of office or commercial uses.

Discussion:

The owner is requesting to change the Future Land Use designation from Low Density Residential to Traditional Downtown to allow future development of this downtown property. Staff has reviewed the request and believes that this designation is consistent with the surrounding area and would create a transition from the surrounding uses into downtown.

Recommended action:

Staff recommends approval of Ordinance 16-19 to amend the Future Land Use designation.

Attachments/References:

Location Map
Staff Report
Ordinance 16-19

Legend



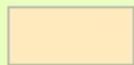
NOT TO SCALE



Subject Property



Orange County



Winter Garden

Pine St

N

N Hig

Hend

W Bay St

N Park Ave



W Plant St

Central Ave

S Highland Ave

ORDINANCE 16-19

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 00.13 ± ACRES LOCATED AT 429 WEST PLANT STREET GENERALLY AT THE SOUTHEAST CORNER OF WEST PLANT STREET AND NORTH CENTRAL AVENUE FROM LOW DENSITY RESIDENTIAL TO TRADITIONAL DOWNTOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owner of that certain real property generally described as 0.13 ± acres located at 429 West Plant Street generally at the southeast corner of West Plant Street and North Central Avenue, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Low Density Residential to Traditional Downtown; and

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

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

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

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

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

FIRST READING AND PUBLIC HEARING: _____ , 2016.

SECOND READING AND PUBLIC HEARING: _____ , 2016.

ADOPTED this _____ day of _____, 2016, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 23-22-27-2548-02-110

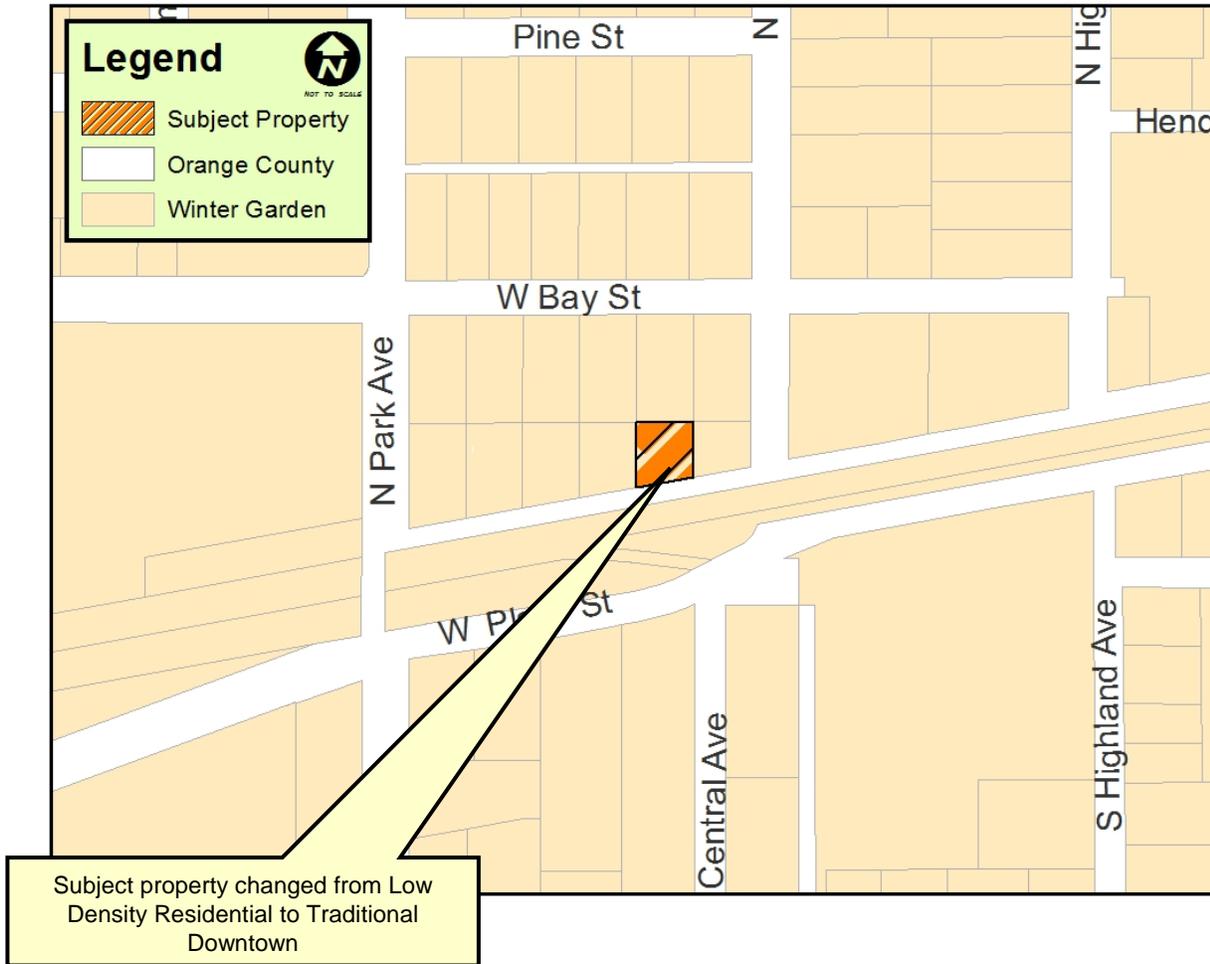
Lot 11, Block B, EWING'S ADDITION TO WINTER GARDEN, according to the map or plat thereof, as recorded in Plat Book F, Page 42, Public Records of Orange County, Florida, being more particularly described as follows: Commence at the Northeast corner of Lot 1, Block B of said EWING'S ADDITION TO WINTER GARDEN; thence run S 00°09'16" E 198.70 feet to the Southeast corner of Lot 12, Block B of said EWING'S ADDITION TO WINTER GARDEN; thence run S 80°05'38" W 74.50 feet to the Southeast corner of said Lot 11 and the POINT OF BEGINNING; thence continue S 80°05'38" W 74.50 feet to the Southwest corner of said Lot 11; thence run N 00°05'28" W 84.33 feet to the Northwest corner of said Lot 11; thence run N 90°00'00" E 73.37 feet to the Northeast corner of said Lot 11; thence run S 00°07'15" E 71.52 feet to the POINT OF BEGINNING.

Containing 0.131 acres, more or less.

ATTACHMENT "B"

FUTURE LAND USE MAP

429 West Plant Street



CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

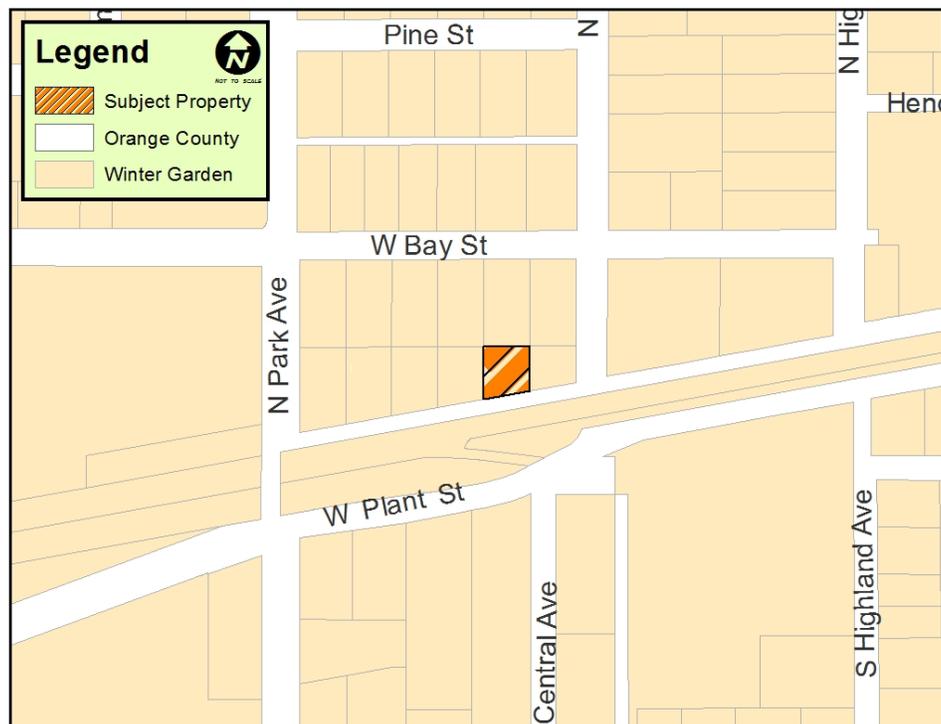
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, COMMUNITY DEVELOPMENT DIRECTOR
DATE: FEBRUARY 29, 2016
SUBJECT: FLU AMENDMENT
429 WEST PLANT (0.23 +/- ACRES)
PARCEL IDS #: 23-22-27-2548-02-110
APPLICANT: JOWERS FAMILY ENTERPRISES, LLC

INTRODUCTION

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

The subject property consists of a parcel located at 429 West Plant Street, generally at the southeast corner of West Plant Street and North Central Avenue and is approximately 0.23 ± acres in size. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Traditional Downtown.

In accordance with the City's Comprehensive Plan, properties designated with the Traditional Downtown. Properties designated with the Traditional Downtown land use category are required to be developed at a floor area ratio not greater than 0.75 and up to a floor area ratio of 4.0 by development bonuses. Gross residential density shall be not greater than 25 dwelling units per acre and up to 50 dwelling units per acre by development bonus. Maximum building height is three stories and up to five stories by development bonus in activity centers. This land use is to include a variety of housing types and land uses in the defined downtown area. Any proposed residential development shall only be allowed as part of a mixed-use development with non-residential uses. Developments designed without adequate parking facilities will be required to participate in the downtown parking program. The variety of uses permits educational facilities, civic buildings and commercial establishments to be located within walking distance of private homes. The area is to be served by a network of paths, streets and lanes suitable for pedestrians as well as multimodal transportation alternatives. This provides residents the options of walking, biking or driving to places within the downtown area. Present and future modes of transit are also considered during the planning stages. The Traditional Downtown land use designation shall be allowed only within the Traditional Downtown Activity Center. Development may exceed the stated 0.75 floor area ratio or 25 dwelling units per acre only by development bonus, no development rights are guaranteed at intensities or densities above the stated permitted range. The zoning classifications that are consistent with the Traditional Downtown land use designation include R-NC, RNC-2, C-1, C-2, C-3, C-4, and INT.

EXISTING USE

The subject property is currently vacant.

ADJACENT LAND USE AND ZONING

The properties located to the north and west of the subject property are developed with single-family homes, zoned R-2, and located in the City of Winter Garden. The property located to the east of the subject property is vacant, zoned R-2, located in the City of Winter Garden, and requesting to be rezoned along with this property. The property to the north is vacant land that is part of the Plant Street right-of-way and the West Orange Trail.

PROPOSED USE

The applicant intends to amend the Future Land Use, rezone the property, and develop at a later date. The future development will require Site Plan review and approval from the Development Review Committee and City Commission.

PUBLIC FACILITY ANALYSIS

The City will continue providing garbage collection, police protection, and all other services

regularly provided to City of Winter Garden residents. The property will be served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System. All transportation and impact fees will be addressed when the applicant submits for Site Plan review.

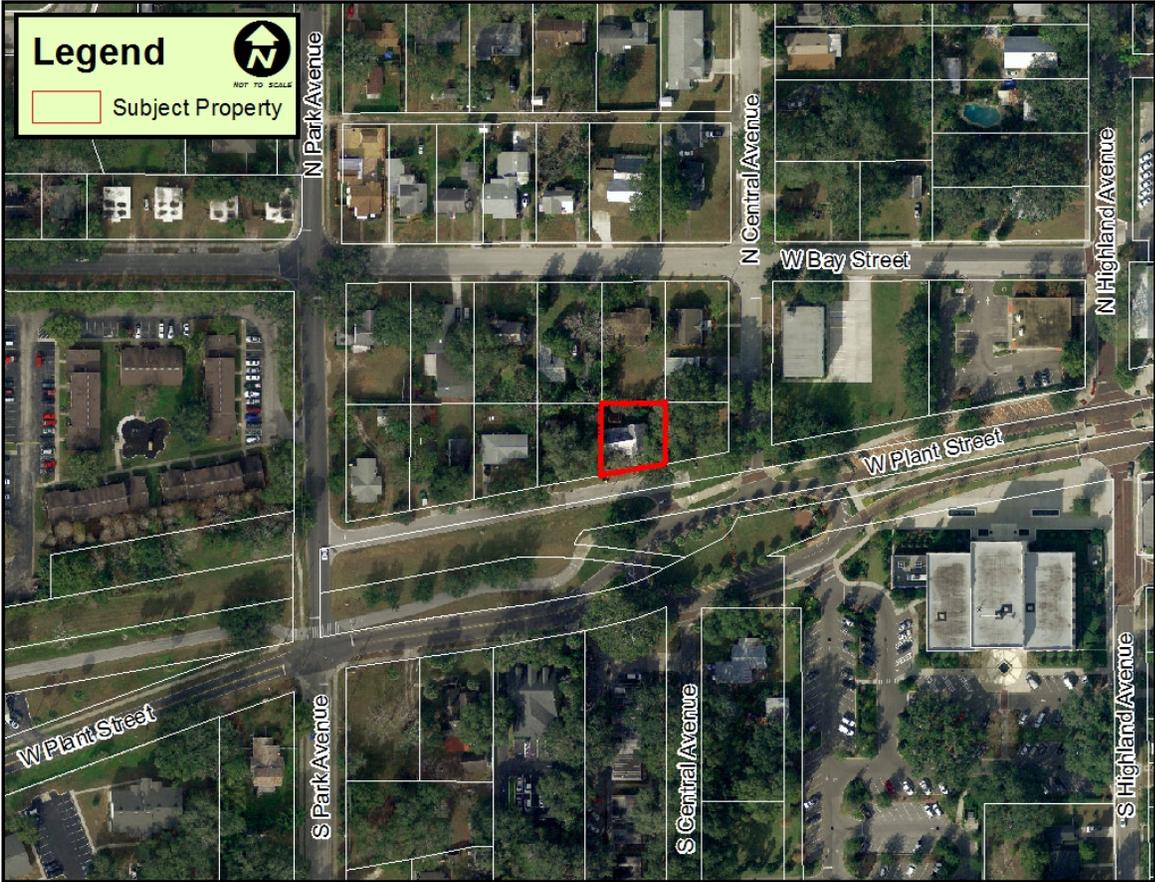
SUMMARY

The proposed FLU Amendment is a reasonable use of this property. Staff believes that this FLU designation will continue the downtown development to Park Avenue and create a transition of the downtown development into the surrounding neighborhood.

Staff recommends approval of the proposed Ordinance to change the Future Land Use Designation to Commercial.

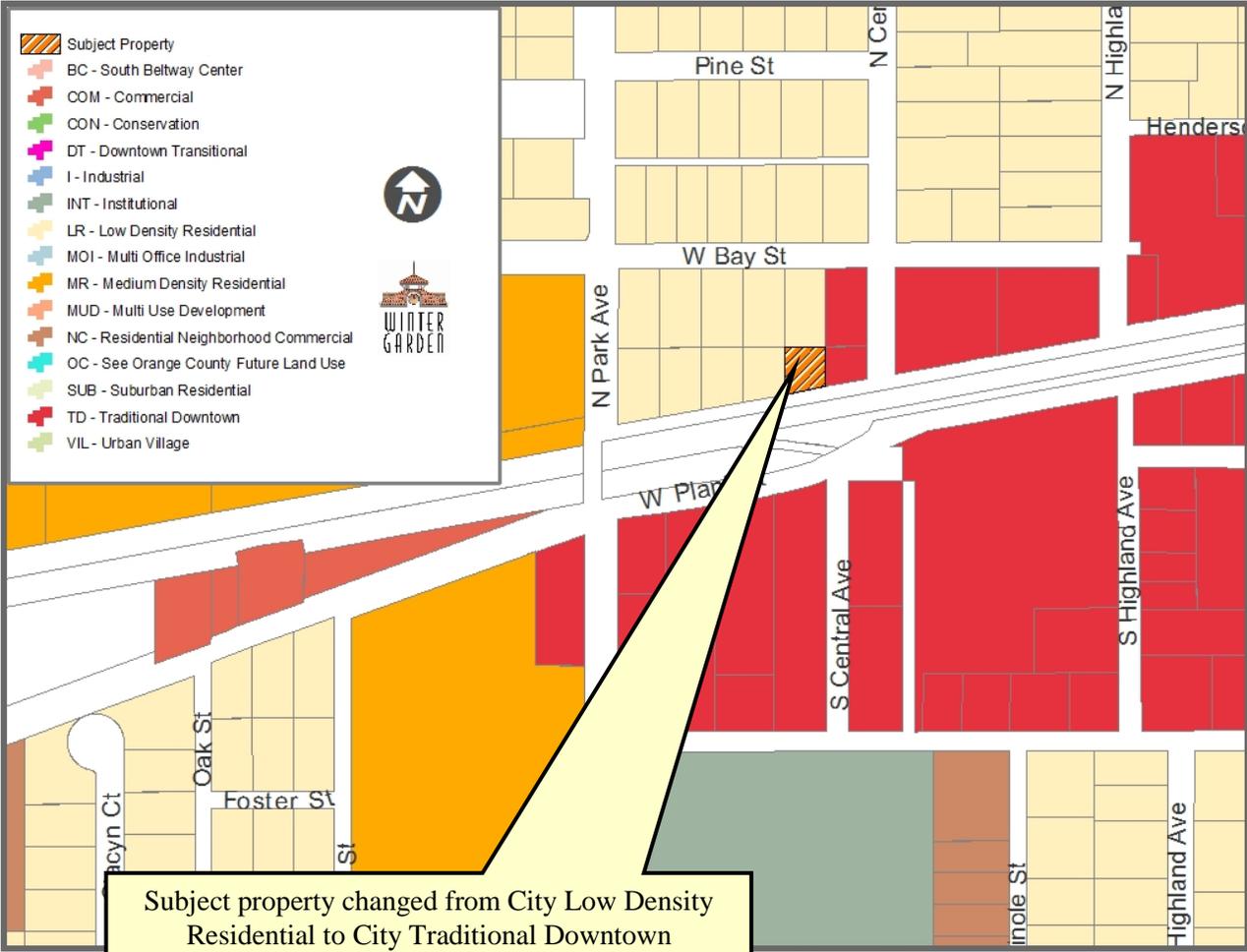
AERIAL PHOTO

429 West Plant Street



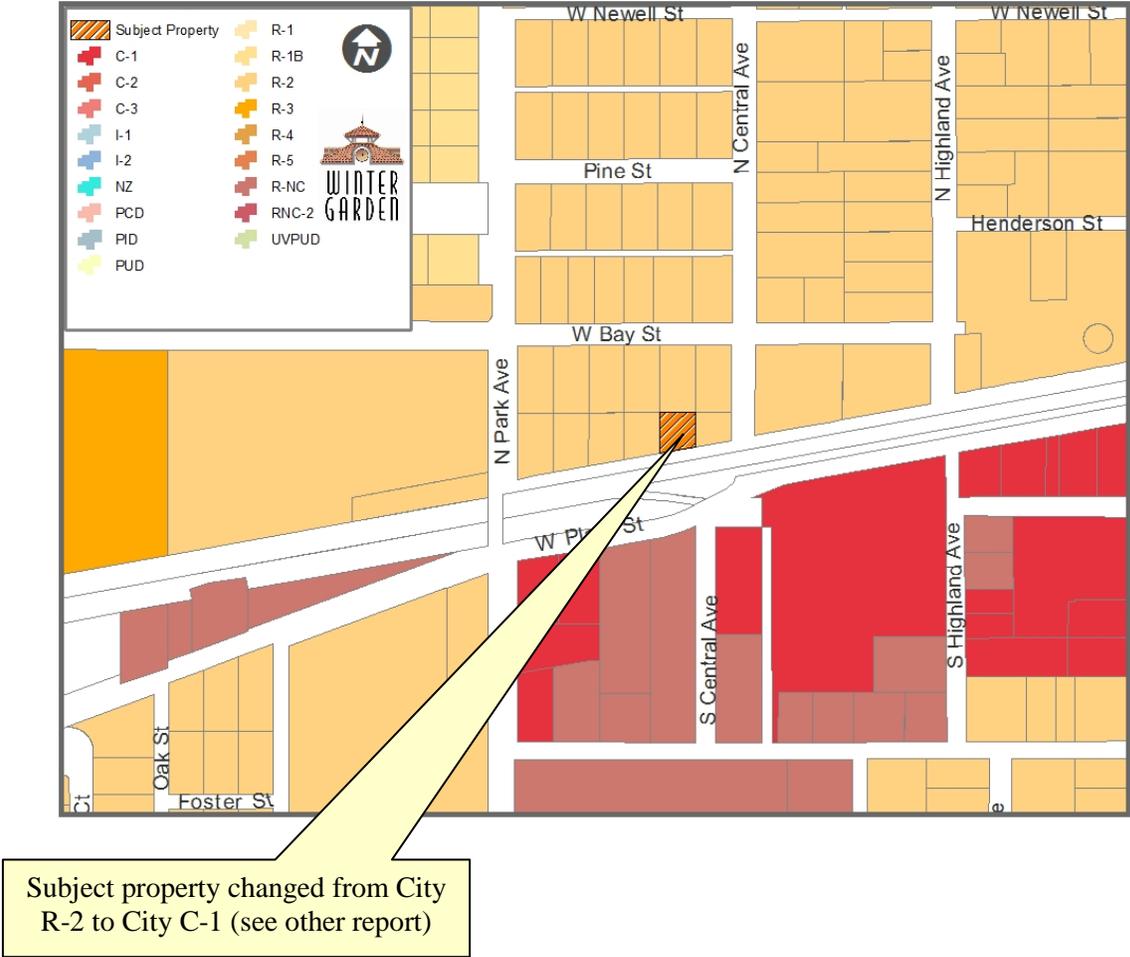
FUTURE LAND USE MAP

429 West Plant Street



ZONING MAP

429 West Plant Street



END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: March 15, 2016

Meeting Date: March 24, 2016

Subject: Jowers Family Enterprises – 419 & 429 W. Plant

FLU Amendment

419 West Plant Street (0.11±Acres)

429 West Plant Street (0.13±Acres)

Parcel ID #23-22-27-2548-02-110 & 23-22-27-2548-02-120

Issue: The owner of these properties is requesting to Rezone them to C-1 Central Commercial District to allow future development of office or commercial uses.

Discussion:

The owner is requesting to Rezone these properties from R-2 Residential District to C-1 Central Commercial District to allow future development of this downtown property. Staff has reviewed the request and believes that this zoning is consistent with the surrounding area and would create a transition from the surrounding uses into downtown.

Recommended action:

Staff recommends approval of Ordinance 16-20 to rezone these properties to C-1.

Attachments/References:

Location Map

Staff Report

Ordinance 16-20

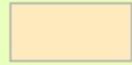
Legend



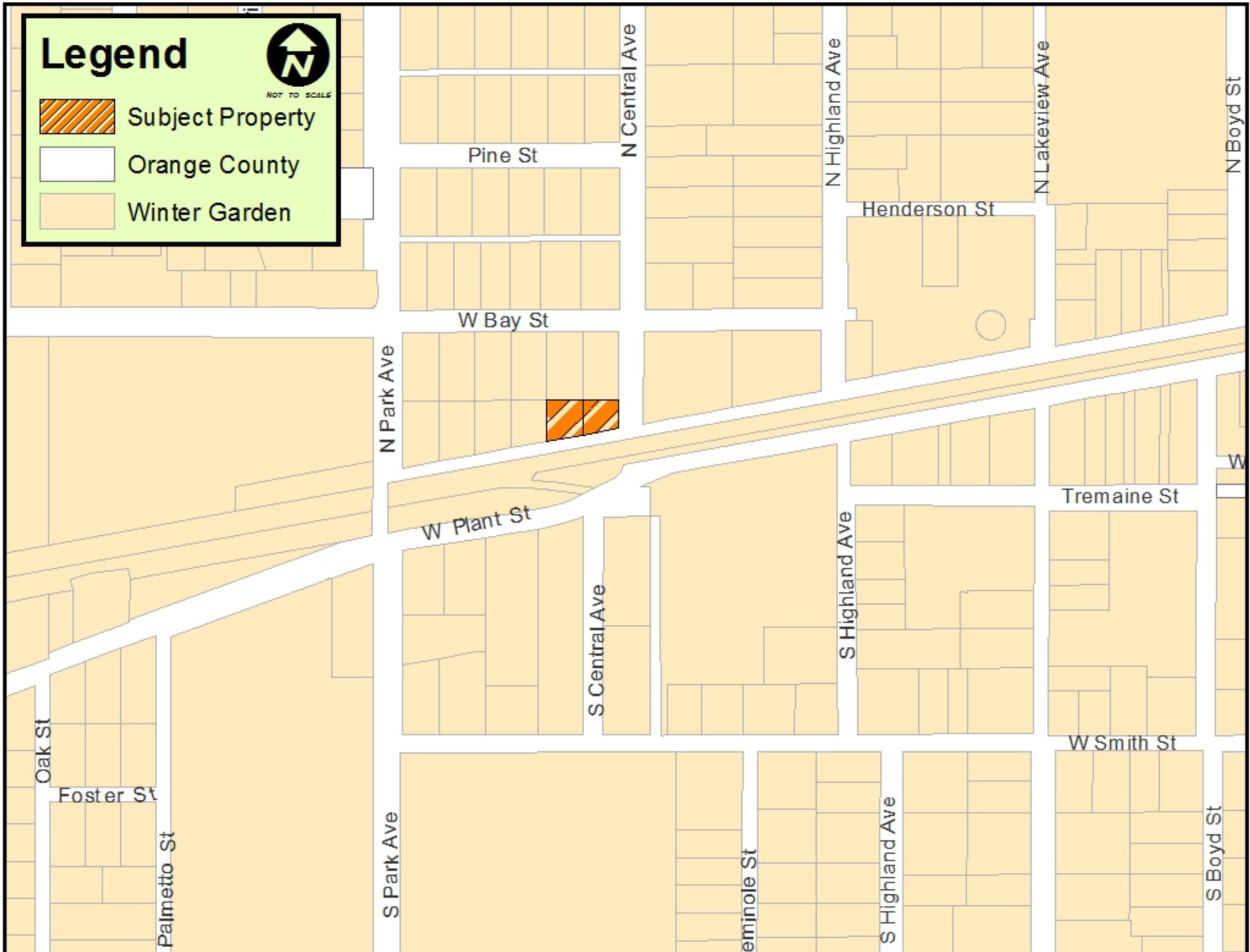
Subject Property



Orange County



Winter Garden



ORDINANCE 16-20

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 0.24 ± ACRES LOCATED AT 419 AND 429 WEST PLANT STREET ON THE SOUTHEAST CORNER OF WEST PLANT STREET AND NORTH CENTRAL AVENUE FROM R-2 RESIDENTIAL DISTRICT TO C-1 CENTRAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 0.24 ± acres of land generally located on the southeast corner of West Plant Street and North Central Avenue, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from City R-2 Residential District to City 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 City R-2 Residential District to City 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: _____, 2016.

SECOND READING AND PUBLIC HEARING: _____, 2016.

ADOPTED this _____ day of _____, 2016, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

PARCEL ID#: 23-22-27-2548-02-110 & 23-22-27-2548-02-120

Lot 12, Block B, EWING'S ADDITION TO WINTER GARDEN, according to the map or plat thereof, as recorded in Plat Book F, Page 42, Public Records of Orange County, Florida, being more particularly described as follows: Commence at the Northeast corner of Lot 1, Block B of said EWING'S ADDITION TO WINTER GARDEN; thence run S 00°09'16" E 140.00 feet to the Northeast corner of said Lot 12 and the POINT OF BEGINNING; thence continue S 00°09'16" E 58.70 feet to the Southeast corner of said Lot 12; thence run S 80°05'38" W 74.50 feet to the Southwest corner of said Lot 12; thence run N 00°07'15" W 71.52 feet to the Northwest corner of said Lot 12; thence run N 90°00'00" E 73.38 feet to the POINT OF BEGINNING.

Containing 0.110 acres, more or less.

Lot 11, Block B, EWING'S ADDITION TO WINTER GARDEN, according to the map or plat thereof, as recorded in Plat Book F, Page 42, Public Records of Orange County, Florida, being more particularly described as follows: Commence at the Northeast corner of Lot 1, Block B of said EWING'S ADDITION TO WINTER GARDEN; thence run S 00°09'16" E 198.70 feet to the Southeast corner of Lot 12, Block B of said EWING'S ADDITION TO WINTER GARDEN; thence run S 80°05'38" W 74.50 feet to the Southeast corner of said Lot 11 and the POINT OF BEGINNING; thence continue S 80°05'38" W 74.50 feet to the Southwest corner of said Lot 11; thence run N 00°05'28" W 84.33 feet to the Northwest corner of said Lot 11; thence run N 90°00'00" E 73.37 feet to the Northeast corner of said Lot 11; thence run S 00°07'15" E 71.52 feet to the POINT OF BEGINNING.

Containing 0.131 acres, more or less.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

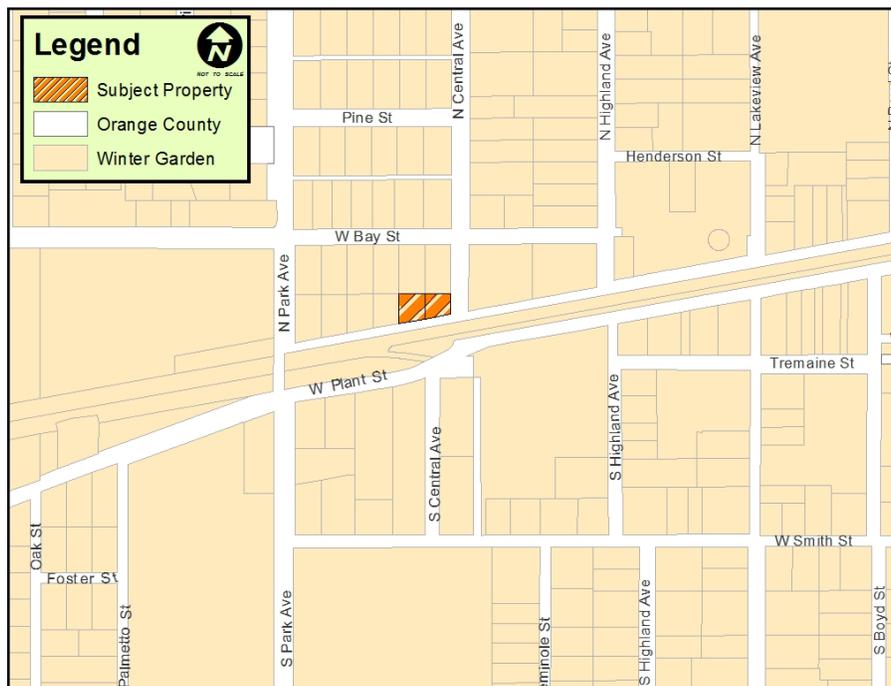
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: STEVE PASH, COMMUNITY DEVELOPMENT DIRECTOR
DATE: FEBRUARY 24, 2016
SUBJECT: ZONING
419 & 429 WEST PLANT (0.23 +/- ACRES)
PARCEL IDS #: 23-22-27-2548-02-110 & 23-22-27-2548-02-120
APPLICANT: JOWERS FAMILY ENTERPRISES, LLC

INTRODUCTION

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

The subject property consists of two parcels located at 419 and 429 West Plant Street, generally at the southeast corner of West Plant Street and North Central Avenue and is approximately 0.34 ± acres in size. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested amendment to change the Zoning designation of these properties from R-2 Residential District to C-1 Central Commercial District. The property located at 419 W. Plant Street has a Future Land Use Designation of Traditional Downtown and the applicant is currently requesting to change the FLU on the property located at 429 W. Plant Street to Traditional Downtown.

In accordance with the City's Comprehensive Plan, properties designated with the Traditional Downtown. Properties designated with the Traditional Downtown land use category are required to be developed at a floor area ratio not greater than 0.75 and up to a floor area ratio of 4.0 by development bonuses. Gross residential density shall be not greater than 25 dwelling units per acre and up to 50 dwelling units per acre by development bonus. Maximum building height is three stories and up to five stories by development bonus in activity centers. This land use is to include a variety of housing types and land uses in the defined downtown area. Any proposed residential development shall only be allowed as part of a mixed-use development with non-residential uses. Developments designed without adequate parking facilities will be required to participate in the downtown parking program. The variety of uses permits educational facilities, civic buildings and commercial establishments to be located within walking distance of private homes. The area is to be served by a network of paths, streets and lanes suitable for pedestrians as well as multimodal transportation alternatives. This provides residents the options of walking, biking or driving to places within the downtown area. Present and future modes of transit are also considered during the planning stages. The Traditional Downtown land use designation shall be allowed only within the Traditional Downtown Activity Center. Development may exceed the stated 0.75 floor area ratio or 25 dwelling units per acre only by development bonus, no development rights are guaranteed at intensities or densities above the stated permitted range. The zoning classifications that are consistent with the Traditional Downtown land use designation include R-NC, RNC-2, C-1, C-2, C-3, C-4, and INT.

EXISTING USE

The subject property is currently vacant.

ADJACENT LAND USE AND ZONING

The properties located to the north and west of the subject property are developed with single-family homes, zoned R-2, and located in the City of Winter Garden. The property located to the east of the subject property is developed with a 6,400 square foot Masonic Lodge, zoned C-1, and is located in the City of Winter Garden. The property to the north is vacant land that is part of the Plant Street right-of-way and the West Orange Trail.

PROPOSED USE

The applicant intends to rezone the property and develop the property at a later date. All future development will require Site Plan Review and approval from the Development Review Committee and City Commission.

PUBLIC FACILITY ANALYSIS

The City will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents. The property will be served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System. All transportation and impact fees will be addressed when the applicant submits for Site Plan review

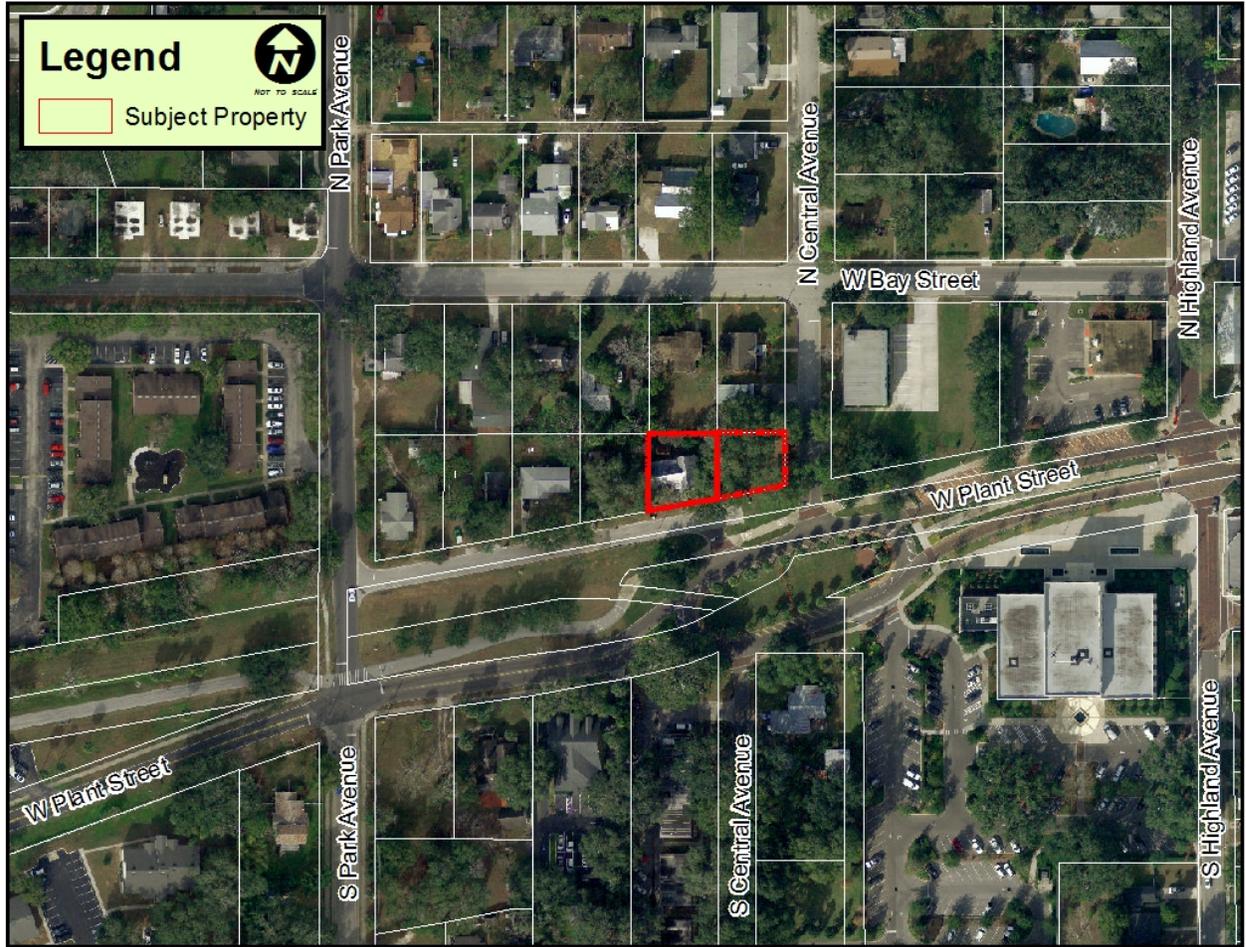
SUMMARY

The proposed rezoning is a reasonable use of this property and staff believes that this zoning designation will continue the downtown development to Park Avenue and help create a transition of the downtown development into the surrounding neighborhood.

Staff recommends approval of the proposed Ordinance to rezone these properties to C-1.

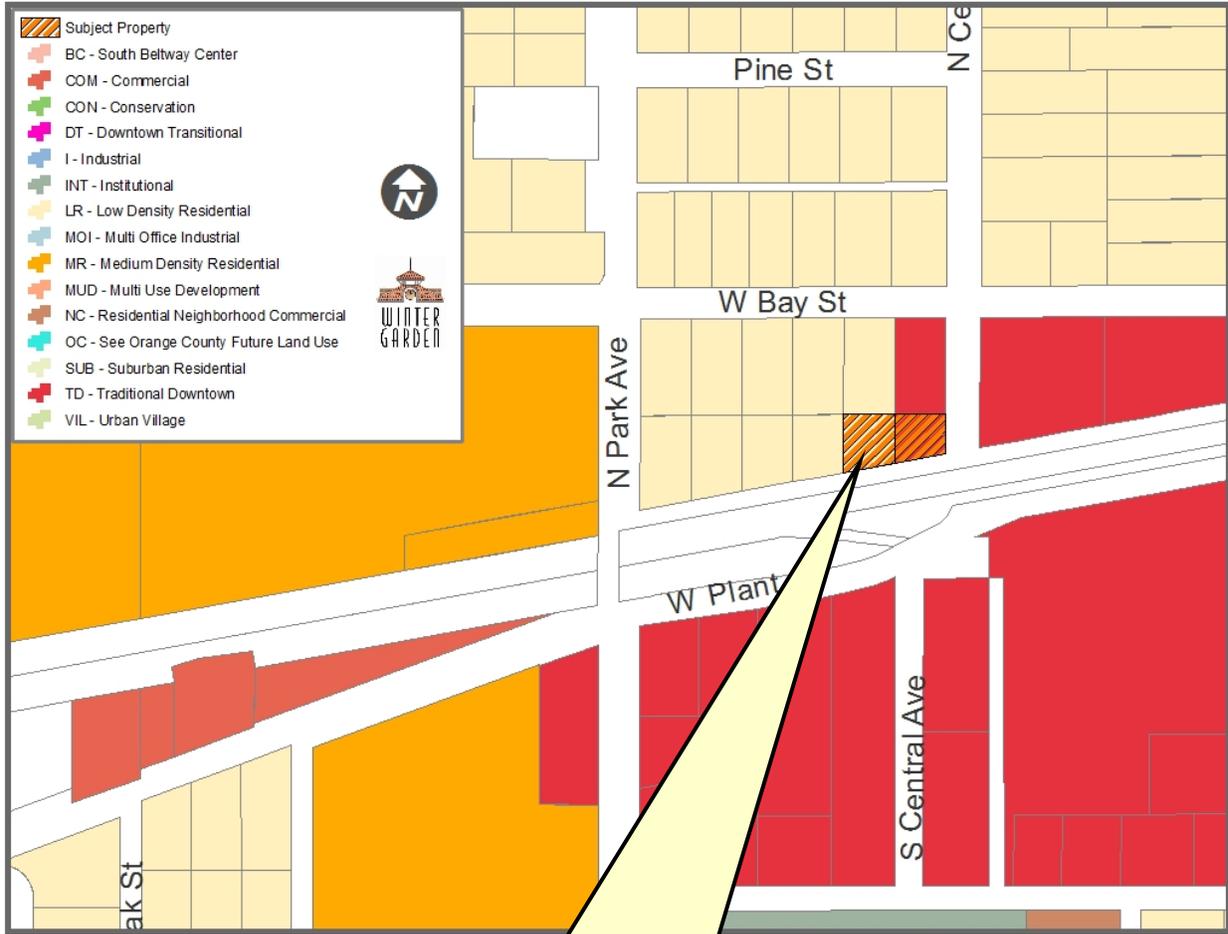
AERIAL PHOTO

419 & 429 West Plant Street



FUTURE LAND USE MAP

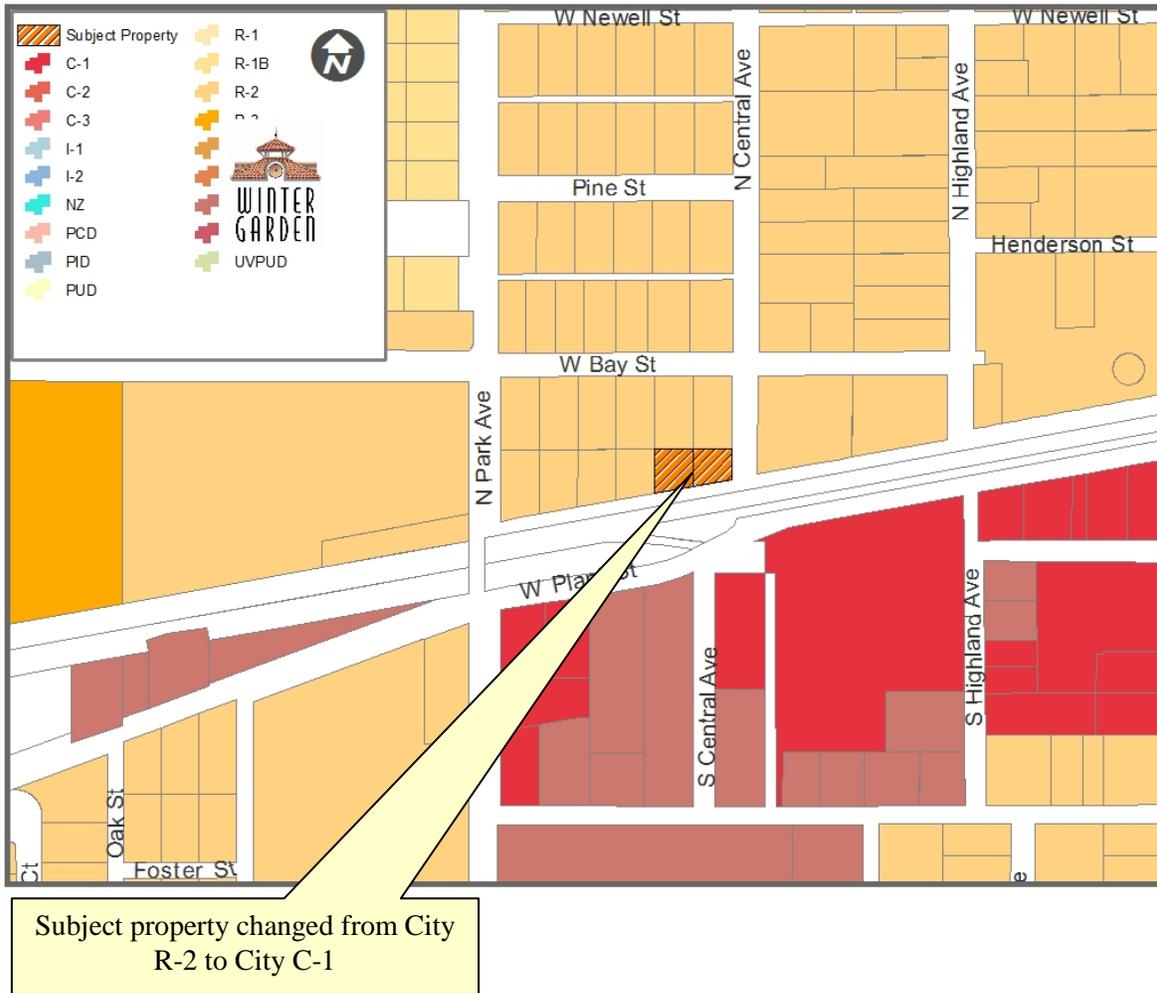
419 & 429 West Plant Street



Subject property with City Downtown Transitional

ZONING MAP

419 & 429 West Plant Street



END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager Mike Bollhoefer

Date: March 15, 2016

Meeting Date: March 24, 2016

Subject: 14990 W Colonial Drive
Circle K Stores, Inc.
Ordinance 16-22
Ordinance 16-23
Ordinance 16-24
PARCEL ID # 27-22-27-0000-00-096

Issue: The applicant is requesting Annexation, Future Lands Use designation, and Zoning on property located at 14990 W Colonial Drive.

Discussion:

The City encourages infill of its jurisdictional limits through voluntary annexation of enclaves. The subject property consists of a 1.26 ± acre enclave located on the southeast corner of West Colonial Drive and Avalon Road. The applicant has requested Annexation into the City, Initial Zoning of C-2, and Amendment to the Future Land Use Map of the City's Comprehensive Plan to designate the property as Commercial (See attached Staff Report).

Recommended Action:

Staff recommends approval of Ordinance 16-22, Ordinance 16-23, and Ordinance 16-24.

Attachment(s)/References:

Location Map
Ordinance 16-22
Ordinance 16-23
Ordinance 16-24
Staff Report

LOCATION MAP

14990 W Colonial Drive

Annexation, FLU Amendment, Zoning



ORDINANCE 16-22

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 1.26 ± ACRES LOCATED AT 14990 WEST COLONIAL DRIVE ON THE SOUTHEAST CORNER OF WEST COLONIAL DRIVE AND AVALON ROAD INTO THE CITY OF WINTER GARDEN FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the land, generally described as approximately 1.26 ± acres located at 14990 West Colonial Drive on the southeast corner of West Colonial Drive and Avalon Road and legally described in Section 2 of this Ordinance, which land is reasonably compact and contiguous to the corporate limits of the City of Winter Garden, Florida (“City”), has, pursuant to the prerequisites and standards set forth in § 171.044, Fla. Stat., petitioned the City Commission for voluntary annexation;

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

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

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

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

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

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

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

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

SECTION 5: *Sidewalk Easement.* The City Commission hereby authorizes the City Manager to accept the assignment by the City of Winter Garden of the public sidewalk easement encumbering the property subject to this Ordinance from Orange County subject to terms acceptable to the City Manager.

SECTION 6: *Instructions to Clerk.* Within seven (7) days following the adoption of this Ordinance, the City Clerk or his/her designee is directed to file a copy of this ordinance, including ATTACHMENT "A" hereto, with the clerk of the circuit court and the chief administrative officer of Orange County as required by § 171.044(3), Fla. Stat.

SECTION 7: *Severability.* Should any portion of this Ordinance be held invalid, then such portions as are not declared invalid shall remain in full force and effect.

SECTION 8: *Effective Date.* This Ordinance shall become effective upon adoption at its second reading.

FIRST READING AND PUBLIC HEARING: _____, 2016.

SECOND READING AND PUBLIC HEARING: _____, 2016.

ADOPTED this _____ day of _____, 2016, 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#: 27-22-27-0000-00-096

DESCRIPTION:

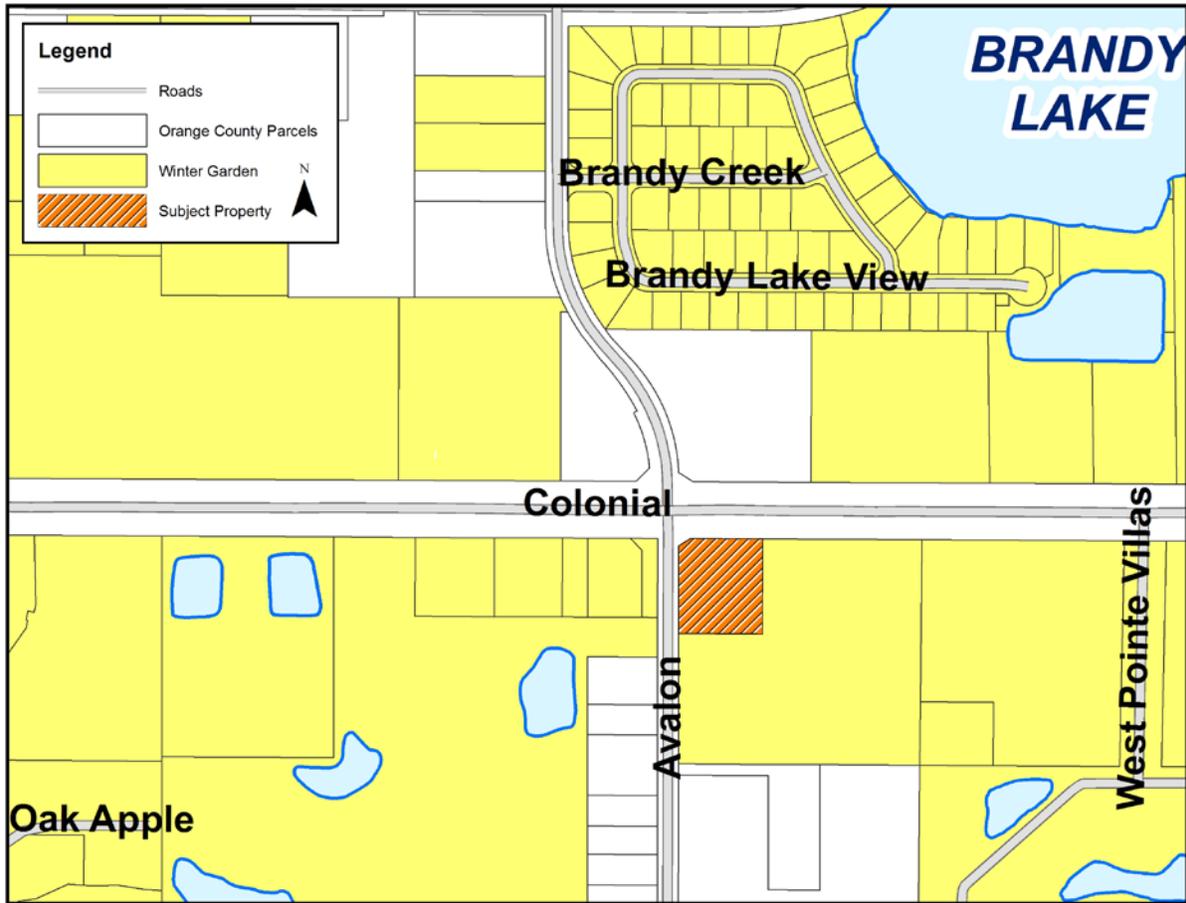
Commence at the Northwest corner of the Northwest 1/4 of Section 27, Township 22 South, Range 27 East, Orange County, Florida; thence run South 89°42'32" East along the North line of said Northwest 1/4, 22.00 feet; thence leaving said North line run South 00°04'03" West 75.00 feet; thence South 89°42'32" East 38.35 feet to the POINT OF BEGINNING, said point being on the South right-of-way line of State Road 50; thence continue South 89°42'32" East along said South right-of-way line, 189.65 feet; thence South 00°04'03" West 250.00 feet; thence North 89°42'32" West 228.00 feet to the East right-of-way line of County Road 545 (Avalon Road); thence North 00°04'03" East along said East right-of-way line, 225.35 feet to aforesaid South right-of-way line of State Road 50; thence North 57°29'33" East 45.51 feet to the POINT OF BEGINNING.

Containing 1.298 acres, more or less.

ATTACHMENT "B"

LOCATION MAP

14990 West Colonial Drive



ORDINANCE 16-23

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 1.26 ± ACRES LOCATED AT 14990 WEST COLONIAL DRIVE ON THE SOUTHEAST CORNER OF WEST COLONIAL DRIVE AND AVALON ROAD FROM ORANGE COUNTY COMMERCIAL TO CITY COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the owner of that certain real property generally described as approximately 1.26 ± acres located at 14990 West Colonial Drive on the southeast corner of West Colonial Drive and Avalon Road, and legally described in ATTACHMENT "A" (the "Property") has petitioned the City to amend the Winter Garden Comprehensive Plan to change the Future Land Use classification from Orange County Commercial to City Commercial; and

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

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

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

SECTION II. *Effective Date.* Provided that the Property described herein is annexed into the City of Winter Garden pursuant to Ordinance 16-22, this Ordinance shall become effective 31 days after adoption, unless the Ordinance is timely challenged pursuant to § 163.3187(5), Fla. Stat., in which case, the Ordinance shall not be effective until the state land planning agency or the Administrative Commission, respectively, issues a final order determining that the adopted Ordinance is in compliance.

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

FIRST READING AND PUBLIC HEARING: _____, 2016.

SECOND READING AND PUBLIC HEARING: _____, 2016.

ADOPTED this _____ day of _____, 2016, 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#: 27-22-27-0000-00-096

DESCRIPTION:

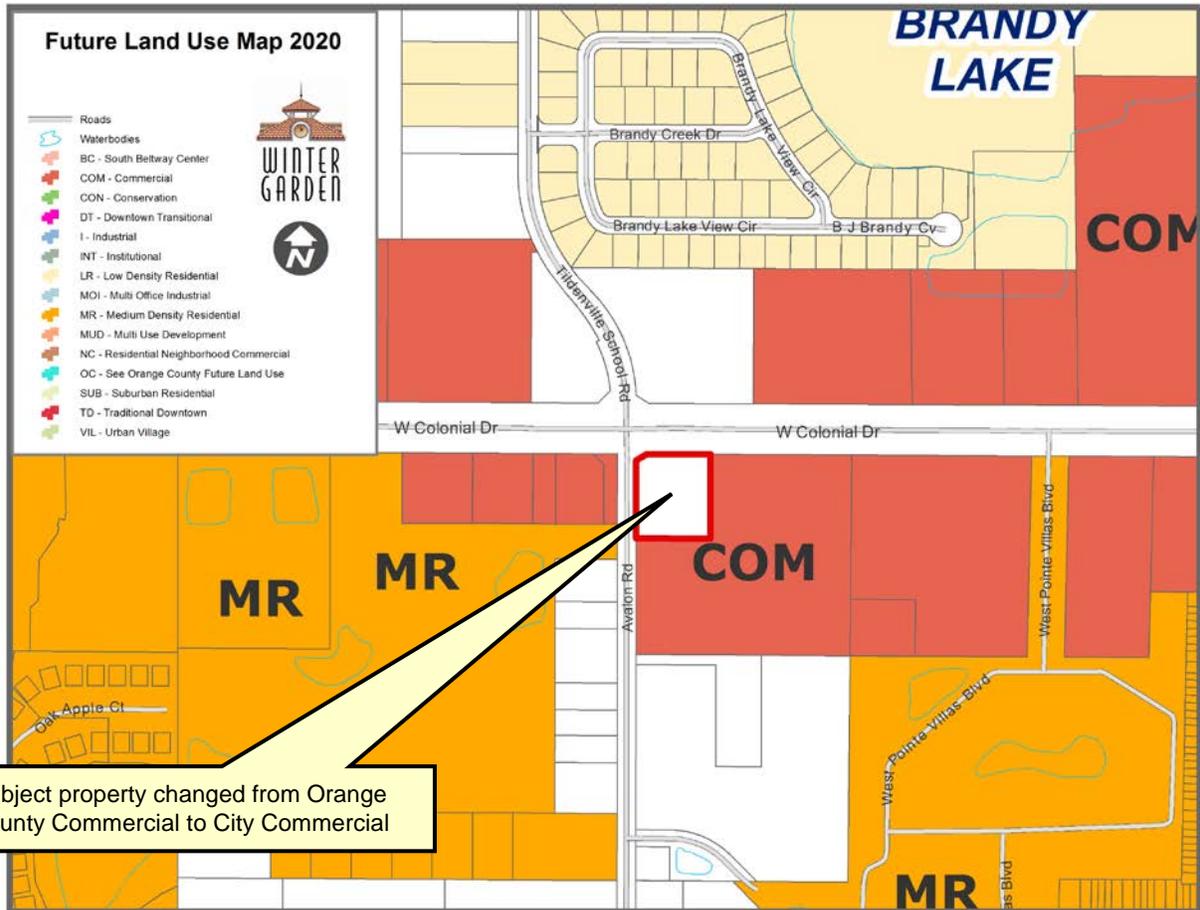
Commence at the Northwest corner of the Northwest 1/4 of Section 27, Township 22 South, Range 27 East, Orange County, Florida; thence run South 89°42'32" East along the North line of said Northwest 1/4, 22.00 feet; thence leaving said North line run South 00°04'03" West 75.00 feet; thence South 89°42'32" East 38.35 feet to the POINT OF BEGINNING, said point being on the South right-of-way line of State Road 50; thence continue South 89°42'32" East along said South right-of-way line, 189.65 feet; thence South 00°04'03" West 250.00 feet; thence North 89°42'32" West 228.00 feet to the East right-of-way line of County Road 545 (Avalon Road); thence North 00°04'03" East along said East right-of-way line, 225.35 feet to aforesaid South right-of-way line of State Road 50; thence North 57°29'33" East 45.51 feet to the POINT OF BEGINNING.

Containing 1.298 acres, more or less.

ATTACHMENT "B"

FUTURE LAND USE MAP

14990 West Colonial Drive



ORDINANCE 16-24

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING APPROXIMATELY 1.26 ± ACRES LOCATED AT 14990 WEST COLONIAL DRIVE ON THE SOUTHEAST CORNER OF WEST COLONIAL DRIVE AND AVALON ROAD FROM ORANGE COUNTY C-1 RETAIL COMMERCIAL DISTRICT TO CITY C-2 ARTERIAL COMMERCIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of that certain real property generally described as 1.26 ± acres located at 14990 West Colonial Drive on the southeast corner of West Colonial Drive and Avalon Road, and legally described in Section 1 of this ordinance has petitioned the City to rezone said property from Orange County C-1 Retail Commercial District to the City's C-2 Arterial Commercial District zoning classification, therefore; and

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

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

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

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

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

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

SECTION 4: *Effective Date.* This Ordinance shall become effective simultaneously upon the effective date of Ordinance 16-23 which is an amendment to the

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

FIRST READING AND PUBLIC HEARING: _____, 2016.

SECOND READING AND PUBLIC HEARING: _____, 2016.

ADOPTED this _____ day of _____, 2016, 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#: 27-22-27-0000-00-096

DESCRIPTION:

Commence at the Northwest corner of the Northwest 1/4 of Section 27, Township 22 South, Range 27 East, Orange County, Florida; thence run South 89°42'32" East along the North line of said Northwest 1/4, 22.00 feet; thence leaving said North line run South 00°04'03" West 75.00 feet; thence South 89°42'32" East 38.35 feet to the POINT OF BEGINNING, said point being on the South right-of-way line of State Road 50; thence continue South 89°42'32" East along said South right-of-way line, 189.65 feet; thence South 00°04'03" West 250.00 feet; thence North 89°42'32" West 228.00 feet to the East right-of-way line of County Road 545 (Avalon Road); thence North 00°04'03" East along said East right-of-way line, 225.35 feet to aforesaid South right-of-way line of State Road 50; thence North 57°29'33" East 45.51 feet to the POINT OF BEGINNING.

Containing 1.298 acres, more or less.

CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

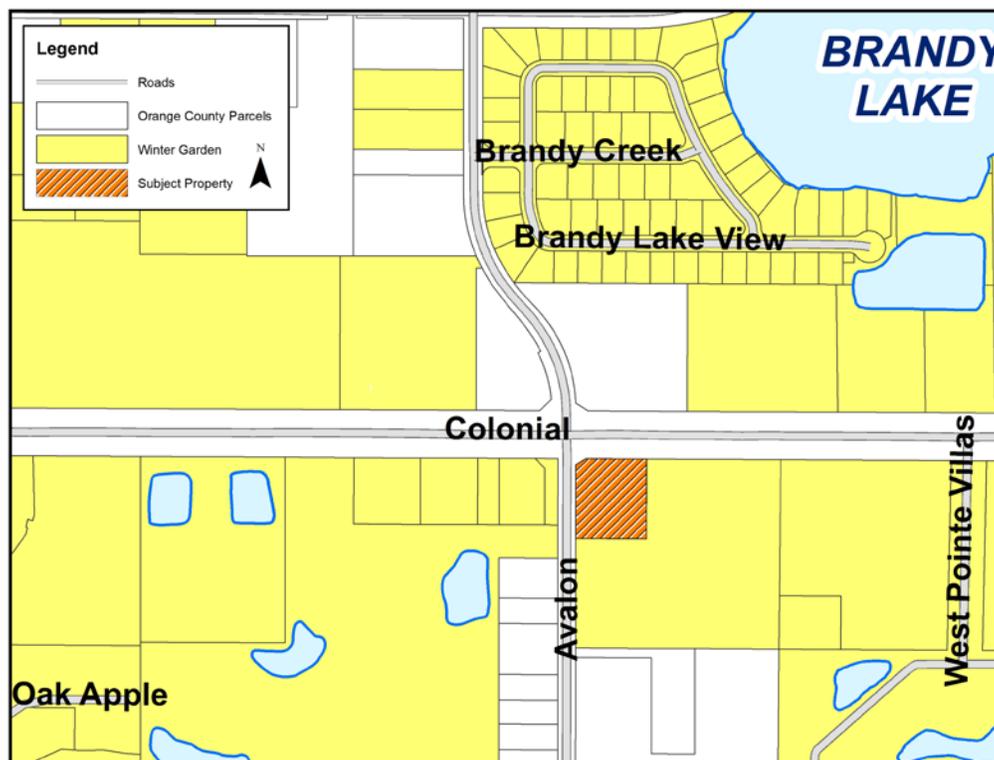
STAFF REPORT

TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, PLANNER II
DATE: MARCH 3, 2016
SUBJECT: ANNEXATION – FLU AMENDMENT – ZONING
14990 W COLONIAL DRIVE (1.26 +/- ACRES)
PARCEL IDS #: 27-22-27-0000-00-096
APPLICANT: CIRCLE K STORES, 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 consists of a parcel located at 14990 W Colonial Drive on the southeast corner of West Colonial Drive and Avalon Road and is approximately 1.26 ± acres in size. The map below depicts the proximity of the subject property to the City's jurisdictional limits:



The applicant has requested annexation into the City, amendment to the Future Land Use Map (FLUM) of the City's Comprehensive Plan to designate the property as Commercial, and rezoning the property to C-2 Arterial Commercial District.

In accordance with the City's Comprehensive Plan, properties designated with the Commercial land use category are required to be developed at a floor area ratio not greater than 0.35 and a floor area ratio not greater than 0.5 by development bonus inside Activity Centers. Maximum building height is three stories and up to five stories by development bonus in activity centers. The Commercial land use category shall include retail, service, and professional activities. Uses shall be developed in a manner which is harmonious to nearby noncommercial use and which minimize traffic congestion. All commercial activity in this commercial land use category shall be adjacent to arterials or major collectors. The City shall identify different zoning districts for highway commercial, general commercial, professional / medical districts, and downtown commercial districts in the commercial land use category. Development may exceed the stated 0.35 floor area ratio only by development bonus, no development rights are guaranteed at intensities or densities above the stated permitted range. Additional zoning restrictions per each zoning district may apply. The zoning Classifications what are consistent with the Commercial classification are C-1, C-2, C-3, C-4, PCD, and INT.

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

EXISTING USE

The subject property is currently developed with gas pumps and a convenience store.

ADJACENT LAND USE AND ZONING

The property located to the south and east of the subject property consists of vacant commercial land, is zoned C-2 and is located in the City of Winter Garden. The Winter Garden properties located to the west include a State-owned right-of-way parcel zoned C-2, and a portion of a Country Gardens Apartments parcel zoned R-3. The property to the north of the subject property is a vacant commercial parcel, zoned C-1, and located in Unincorporated Orange County.

PROPOSED USE

The applicant intends to annex the subject property in order to provide the existing gas station development with City services.

PUBLIC FACILITY ANALYSIS

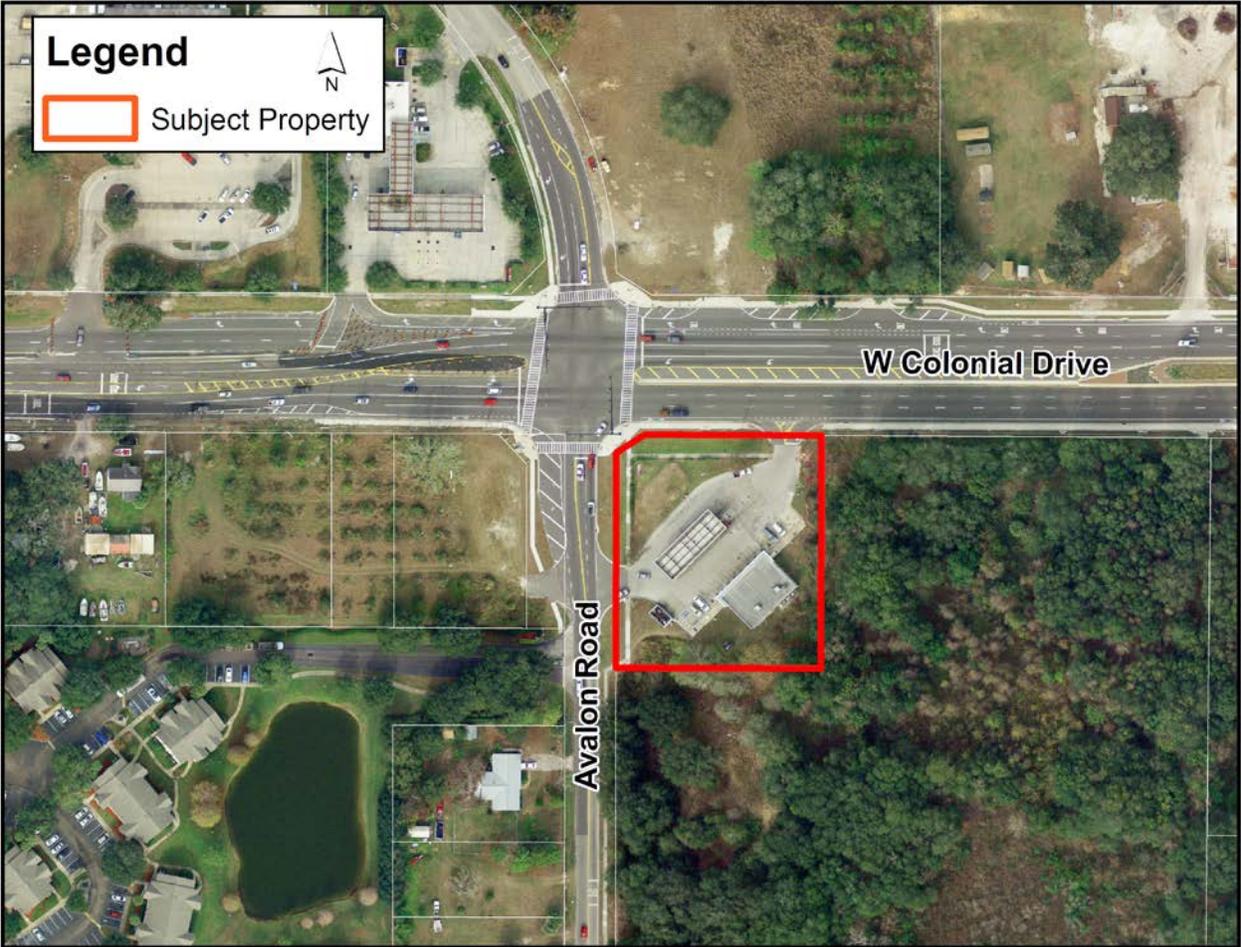
The City will provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents. The property will be served by both Orange County Fire and Rescue and the City of Winter Garden Fire Department under the First Response System.

SUMMARY

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

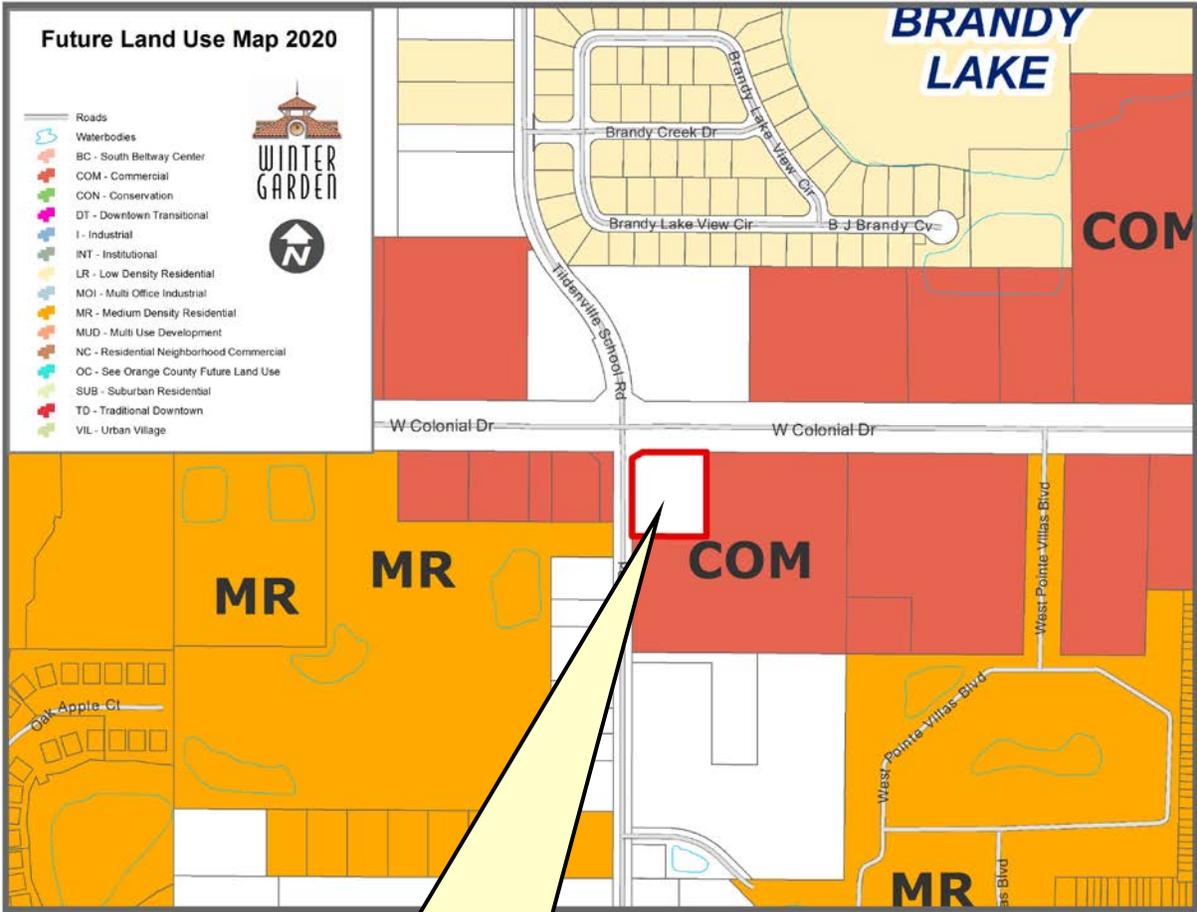
AERIAL PHOTO

14990 W Colonial Drive



FUTURE LAND USE MAP

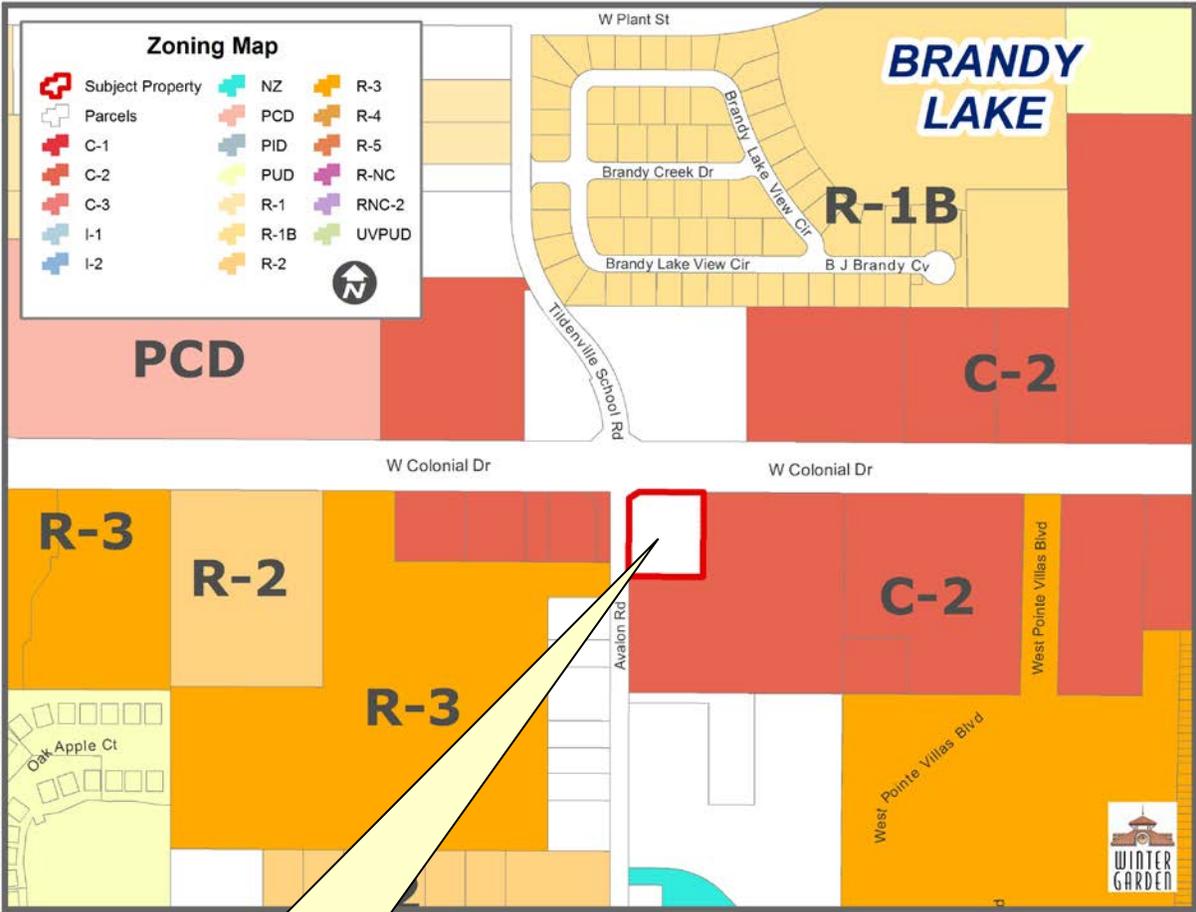
14990 W Colonial Drive



Subject property changed from Orange County Commercial to City Commercial

ZONING MAP

14990 W Colonial Drive



Subject property changed from Orange County C-1 to City C-2

END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: City Manager Mike Bollhoefer

Date: March 15, 2016

Meeting Date: March 24, 2016

Subject: Ordinance 16-25

Issue: Amending Article V, Division 2 of Chapter 118 of the Code of Ordinances of the City of Winter Garden.

Discussion:

An ordinance of the City Commission of the City of Winter Garden, Florida, amending Article V, Division 2 of Chapter 118 of the City of Winter Garden Code of Ordinances governing residential planned unit developments; modifying regulations governing planned unit developments with primary residential uses; providing for and creating planned unit developments with primary institutional uses; providing for secondary uses and prohibited uses within planned unit developments with primary residential and primary institutional uses.

Recommended Action:

Staff recommends approval of Ordinance 16-25 amending Article V, Division 2 of Chapter 118 of the Code of Ordinances of the City of Winter Garden.

Attachment(s)/References:

Ordinance 16-25

ORDINANCE 16-25

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING ARTICLE V, DIVISION 2 OF CHAPTER 118 OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES GOVERNING RESIDENTIAL PLANNED UNIT DEVELOPMENTS; MODIFYING REGULATIONS GOVERNING PLANNED UNIT DEVELOPMENTS WITH PRIMARY RESIDENTIAL USES; PROVIDING FOR AND CREATING PLANNED UNIT DEVELOPMENTS WITH PRIMARY INSTITUTIONAL USES; PROVIDING FOR SECONDARY USES AND PROHIBITED USES WITHIN PLANNED UNIT DEVELOPMENTS WITH PRIMARY RESIDENTIAL AND PRIMARY INSTITUTIONAL USES; PROVIDING FOR CODIFICATION, CONFLICTS, AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Garden has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 & 166, Florida Statutes; and

WHEREAS, there is a need to create a flexible zoning classification to accommodate institutional uses within the City and a planned unit development is proper planning tool and zoning category for such purposes; and

WHEREAS, the City desires to modify the residential planned unit development provisions of Chapter 118, City of Winter Garden Code of Ordinances in order to allow planned unit developments with primary institutional uses subject to certain performance standards as set forth herein; and

WHEREAS, this Ordinance is consistent with the City of Winter Garden Comprehensive Plan; and

WHEREAS, this Ordinance has received a recommendation from the City’s local planning agency, has been properly read and advertised as provided by Florida law and the required meetings and hearings have been conducted on its adoption; and

WHEREAS, the City Commission finds that this Ordinance is in the best interest and welfare of the citizens of the City of Winter Garden.

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

SECTION 1: Recitals. The above referenced “Whereas” clauses are true and correct and constitute legislative findings of the City Commission.

SECTION 2: Adoption. Chapter 118, Article V, Division 2 of the City of Winter Garden Code is hereby amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not included are not being modified):

DIVISION 2. - ~~RESIDENTIAL~~ PLANNED UNIT DEVELOPMENTS

Subdivision I. - In General

Sec. 118-858. - Permitted uses.

Uses permitted in the ~~residential~~ planned unit development (PUD) may include and shall be limited to the following:

(1) Primary residential uses. Primary residential uses permitted are single-family detached and multifamily residential dwelling units, including apartments, in semidetached, attached, and multistoried structures. The term “residential planned unit development” as used in this article shall mean a planned unit development with primary residential uses and in addition may contain nonresidential uses as provided in subsection (2).

(2) Nonresidential uses with primary residential uses. Nonresidential uses in conjunction with primary residential uses are permitted as follows:

a. Secondary nonresidential uses. Nonresidential uses of religious, public or semipublic, cultural, recreational or commercial character and personal service centers, offices and professional centers providing services to residents of the planned unit development. The nonresidential uses

shall be compatible with and secondary to the primary residential use. No building devoted primarily to a commercial use shall be built or established prior to the primary residential buildings or uses it is designed or intended to serve.

b. Hotels and motels. Hotels and motels may be permitted upon consideration of the following criteria:

1. The total acreage used for the hotel and motel, including necessary parking, support buildings and grounds and appurtenances, shall not be considered common open space and shall be included within the maximum five percent of the total acreage permitted under this division for commercial uses.

2. The proposed streets and traffic flow and the streets, thoroughfares and traffic plan in the area adjacent to the site plan shall be adequate to support the anticipated traffic to be generated by the proposed hotel and motel.

3. The proposed hotel and motel use shall be compatible with the proposed primary residential uses, secondary nonresidential uses, and common open space within the planned unit development.

4. The proposed hotel and motel use shall be compatible with the existing land use classifications in the surrounding vicinity.

5. The area of the hotel and motel use shall be calculated as part of the total commercial acreage permitted, and the density shall not exceed 40 rooms per gross acre as per specific area delineated on the development plan.

c. Communication towers. Communication towers may be permitted upon consideration of the requirements set forth in article II of [chapter 70](#).

(3) Primary institutional uses. Primary public, quasi-public, and institutional uses including government buildings, public works facilities, public safety facilities, utility facilities, libraries, public parks, recreational uses and facilities, sports fields and facilities, and public or private schools.

(4) Secondary uses with primary institutional uses. Residential and commercial uses in conjunction with primary institutional uses are permitted as follows:

a. Commercial uses. No more than twenty-five percent (25%) of the land area within a planned unit development shall be devoted to commercial uses. The commercial uses shall be compatible with the surrounding area.

b. Residential uses. Residential uses within PUD with primary institutional uses shall meet the same development standards as required for residential uses and dwelling units in residential planned unit developments. Residential uses such as school dormitories may be permitted if they are directly related to the primary institutional use.

c. Communication towers. A communication tower may be permitted within a planned unit development upon consideration of the requirements set forth in article II of [chapter 70](#).

(5) Prohibited uses. The following uses shall prohibited within a planned unit development under this division: (i) manufacturing, (ii) industrial uses, (iii) warehouses, (iv) gasoline stations, (v) automobile, motorcycle, recreational vehicle or boat sales, rental, storage, painting, service or repair or any combination thereof; (vi) tattoo or body art establishments, (vii) billboards, (viii) adult entertainment, (ix) adult or pornographic book, magazine, video and novelty stores, (x) nightclubs, (xi) recreational vehicle and mobile home parks, (xii) funeral homes, (xiii) crematorium, (ivx) pawn shop, and (xv) any use not specifically set forth as a permitted use or special exception use in the applicable planned unit development.

Sec. 118-859. - Unified ownership or control.

The title of all land within a proposed site for a ~~residential~~ planned unit development shall be owned in fee simple or controlled by the developer submitting the applications provided for under this division. The term "controlled by" shall mean that the developer shall have the written consent of all owners of property within the proposed site not wholly owned by the developer. The consent shall contain a statement that the developer is authorized to represent the owners in the submission of an application under this division and that the owners shall agree to be bound by the decision of the city commission if the application is approved.

Sec. 118-860. - Common open space.

(a) All common open space in a residential planned unit development shall be preserved for its intended purpose as expressed in the final development plan. The developer shall choose one of the following methods of administering common open space:

(1) Public dedication to the city of the common open space. This method is subject to formal acceptance by the city and in its sole discretion.

(2) Establishment of an association or nonprofit corporation of all individuals or corporations owning property within the planned unit development to ensure the maintenance of all common open space.

(b) All privately owned common open space shall continue to conform to its intended use and remain as expressed in the final development plan through its inclusion in all deeds with appropriate restrictions to ensure that the common open space is permanently preserved. The deed restrictions shall run with the land and shall be for the benefit of present as well as future property owners and shall contain a prohibition against partition.

(c) All common open space and recreational facilities shall be specifically included in the development schedule and shall be constructed and fully improved by the developer at an equivalent or greater rate than the construction of residential structures.

(d) If the developer elects to administer common open space through an association or nonprofit corporation, the organization shall conform to the following requirements:

(1) The developer must establish the association or nonprofit corporation prior to the sale of any lots.

(2) Membership in the association or nonprofit corporation shall be mandatory for all residential property owners within the planned unit development, and the association or corporation shall not discriminate in its members or shareholders.

(3) The association or nonprofit corporation shall manage all common open space and recreational and cultural facilities that are not dedicated to the public; shall provide for the maintenance, administration and operation of the land and any other land within the planned unit development not publicly or privately owned; and shall secure adequate liability insurance on the land.

(4) If the developer elects an association or nonprofit corporation as a method of administering common open space, the title to all residential property owners shall include an undivided fee simple estate in all common open space.

(5) Association documents shall be reviewed and approved by the city.

Subdivision II. - Land Use Regulations

Sec. 118-921. - Minimum size; dwelling units.

(a) There are no minimum acreage requirements for the PUD zoning.

(b) With commercial uses, there shall be at least 200 dwelling units of primary residential use or a primary institutional use as provided in subsection 118-858(3) in the planned unit development.

Sec. 118-922. - Maximum density.

The average density permitted in each planned unit development shall be established by the city commission upon recommendation of the planning and zoning board. The criteria for establishing an average density shall include existing zoning, adequacy of existing and proposed public facilities and services, site characteristics, and the recommended density of the adopted future land use plan involving the area in question. In no case shall the maximum density permitted exceed ten dwelling units per gross acre unless approved by the city commission as a medium/high density multifamily complex that provides a high degree of amenities such as gated entranceways, pools, passive and active recreational areas for both adults and for children, fitness centers, indoor basketball and/or racquetball courts, covered parking, and has heavily landscaped grounds with semi-mature canopy trees, ~~which may have a maximum of 13 units per acre.~~

Sec. 118-923. - Minimum common recreation and open space.

(a) For a residential planned unit development, the minimum common recreation and open space shall be 20 percent of gross site acreage. The term "common recreation and open space" shall be defined as the total amount of improved usable area, including outdoor space, permanently set

aside and designated on the site plan as recreational or open space for use by residents of the PUD. Such usable space may be in the form of active or passive recreation areas, including but not limited to playgrounds, golf course, water frontage, nature trails, lakes, and wetland areas.

(b) Common open space shall be improved to the extent necessary to complement the residential uses and may contain compatible and complementary structures for the benefit and enjoyment of the residents of the PUD. Drainage ditches, if allowed by the city commission, parking areas, road rights-of-way and minimum yards and spacings between dwelling units may not be included in determining usable open space. Water areas including wet bottom retention areas which are aesthetically and functionally designed for active or passive recreational use, wetland areas, and dry retention areas may be considered to partially fulfill open space requirements. In no case, however, shall there be less than five percent of the total developable land area set aside for active, dry-land recreational use.

Sec. 118-924. - Minimum lot area, frontage and setbacks.

(a) No minimum lot size shall be required within a residential planned unit development district.

(b) Each dwelling unit or other permitted use shall have access to a public street either directly or indirectly via a private road or other area dedicated to public or private use guaranteeing access. Permitted uses are not required to front on a publicly dedicated road. The city shall be allowed access on privately owned roads, easements and common open space.

(c) The minimum distance between structures and side yards shall be as follows:

(1) For single-family platted lots, side yard requirements shall be as follows:

a. For lot width less than 70 feet: five feet.

b. For lot width 70 feet to 84 feet: 7½ feet.

c. For lot width greater than 84 feet: ten feet.

d. For zero lot line single-family detached development: ten feet.

(2) For townhouses, unplatted residential development, commercial development, and all development other than single-family platted lots, the distance between structures shall be as follows:

a. Between structures of 20 feet in height or less: 15 feet.

b. Between structures of 20 and 30 feet in height: 20 feet.

c. Between structures of 30 feet and 40 feet in height: 25 feet.

d. Between structures over 40 feet in height: 40 feet, plus five feet for each additional ten feet of height or fraction thereof over 40 feet.

e. Between structures of varying heights, the larger distance separation shall be required.

~~(d) A minimum 25-foot yard shall be required from the nearest part of any building wall to the edge of any public right-of-way or private street, and all structures shall have a minimum 20-foot rear yard. A minimum 25-foot yard shall be maintained between the walls of all single family structures and the perimeter of the PUD. A minimum 25-foot yard shall be maintained between the walls or edges of all accessory structures such as screen rooms and any PUD perimeter that is adjacent to a public right-of-way. Additional perimeter yard requirements for multistory buildings shall be figured at five additional feet for each ten feet of height over the first story.~~

(e) Maximum height for single-family residential structures shall be 35 feet and maximum height for all other residential and non-residential structures shall be 50 feet unless approved by special exception by the city commission in addition to a finding by the city commission that height in excess of 50 feet will be compatible with adjacent uses and will substantially further the health, safety or general welfare of the citizens of the city.

(f) Accessory buildings or structures may only be placed in the rear yard according to the requirements of this chapter.

(g) Building setbacks from water areas and lakes shall be 30 feet from the mean high water line.

Sec. 118-925. - Maximum length of structure.

The maximum length of a structure in a residential planned unit development is 200 feet. Units constructed under the zero lot line concept with common walls shall be considered as one structure and shall not exceed 200 feet. There is no maximum length for structures in a PUD that has primary institutional uses.

Sec. 118-926. - Maximum commercial use area.

The maximum commercial area permitted within a residential planned unit development shall be five percent of the total gross acreage of the site. If the PUD contains more than 500 dwelling units, the maximum commercial area may be increased to seven percent of the total gross acreage. The maximum commercial area for a PUD with primary institutional uses shall be as provided in subsection 118-858(4)a. The commercial areas within a PUD shall be situated and buffered so as not to provide any detrimental effect on residential uses.

Sec. 118-927. - Minimum floor area per unit.

In a residential planned unit development, the minimum floor area per unit shall be as follows:

- (1) Single family dwellings, 1,000 square feet.
- (2) Multifamily dwellings including townhouses:

- a. Efficiency, 450 square feet.
 - b. One bedroom, 550 square feet.
 - c. Two bedrooms, 650 square feet.
 - d. Three bedrooms, 800 square feet.
- (3) Hotels and motel units, where permitted, 300 square feet.
- (4) Dormitories, where permitted, 250 square feet.

Sec. 118-928. - Off-street parking.

All uses in a ~~residential~~ planned unit development shall meet the city's parking and landscaping requirements.

Sec. 118-929. - Underground utilities.

Within the ~~residential~~ planned unit development, all utilities including telephone, television cable and electrical systems shall be installed underground unless physical and technical conditions require aboveground installation. Primary facilities providing service to the site of the PUD and city-owned properties with a PUD may be exempted from this section by determination of the city commission. Large transformers shall be placed on the ground, and such transformers and all utilities not installed underground shall be contained within landscaped enclosures or vaults. Any required substations shall be screened by walls resembling a structure which is compatible with the design of the PUD.

Sec. 118-930. - Development standards.

For a ~~residential~~ planned unit development, the minimum construction requirements for streets or roads, sidewalks, sewer and water facilities, drainage and all utilities shall be in compliance with the requirements of chapter 78, chapter 110 and the manual in appendix A to this Code.

SECTION 3: Codification: Section 2 of this Ordinance shall be codified and made part of the City of Winter Garden Code of Ordinances. Sections of this Ordinance may be renumbered or re-lettered to accomplish the intent of this Ordinance; that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word. The City Clerk is given liberal authority to correct scribes’ errors, such as incorrect code cross references, grammatical, typographical and similar or like errors when codifying this Ordinance.

SECTION 4: Control: In the event of a conflict or conflicts between this Ordinance and other ordinances, this Ordinance controls.

SECTION 5: Severability: It is the intent of the City Commission of the City of Winter Garden, and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 6: Effective Date: This Ordinance shall become effective upon adoption at its second reading.

FIRST READING: _____.

SECOND READING AND PUBLIC HEARING: _____.

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

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

KATHY GOLDEN, City Clerk

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director
Via: City Manager, Mike Bollhoefer
Date: March 14, 2016 **Meeting Date:** March 24, 2016
Subject: Right-of-Way Maintenance Agreement
Waterside on Johns Lake Phase 2A (37.73 +/- Acres)
Issue: Right-of-Way Maintenance Agreement

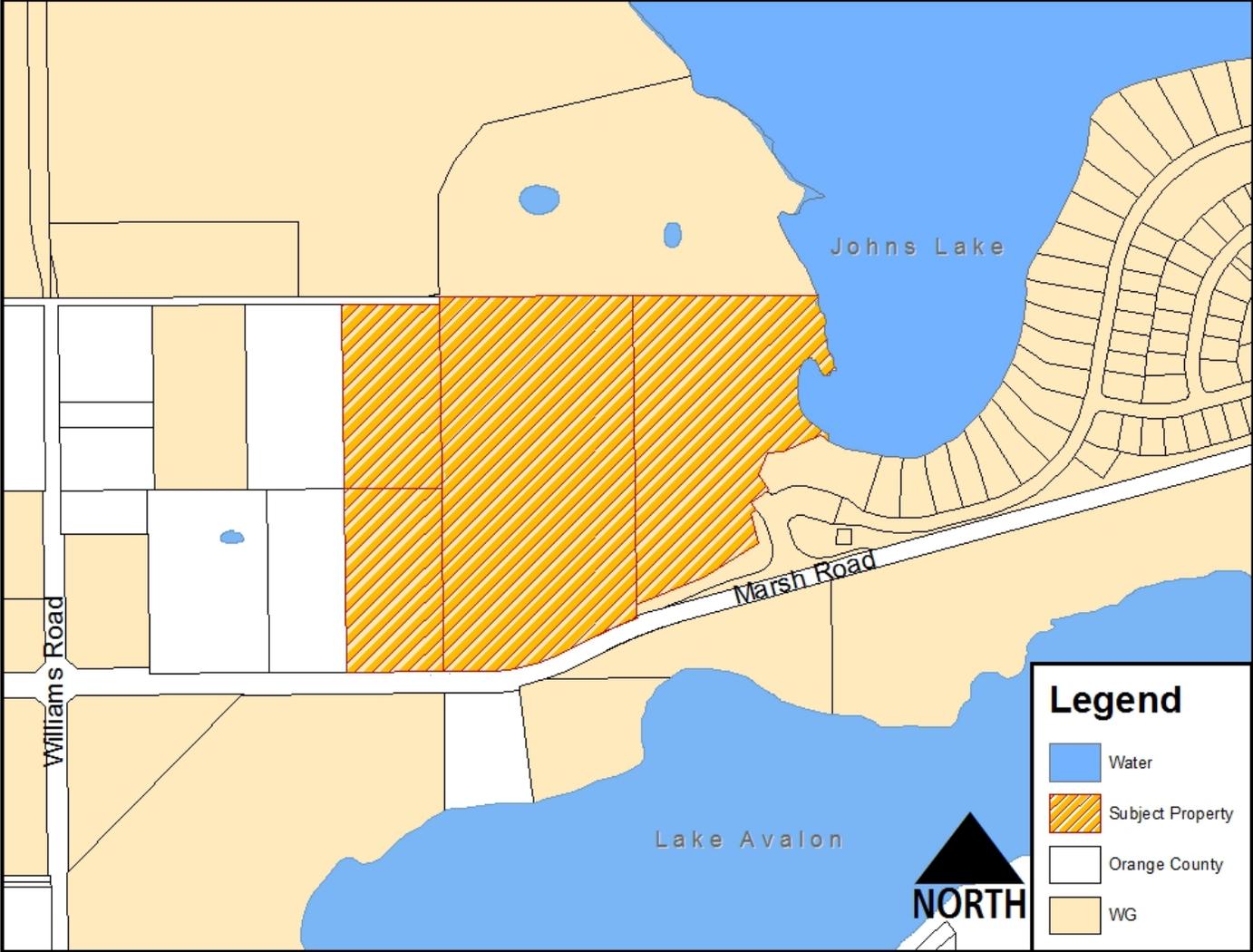
Recommended Action:

Staff recommends approval of the Right-of-Way Maintenance Agreement for the Waterside on Johns Lake Phase 2A Subdivision.

Attachment(s)/References:

Location Map
Right-of-Way Maintenance Agreement

Location Map
Waterside on Johns Lake Phase 2A



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 _____ day of _____ 2016, by and between the **CITY OF WINTER GARDEN**, a Florida municipal corporation, ("**City**"), **STANDARD PACIFIC OF FLORIDA**, a Florida general partnership ("**Developer**"), and **WATERSIDE ON JOHNS LAKE PHASE 2A/2B COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation ("**HOA**").

WITNESSETH:

WHEREAS, Developer is the fee simple owner of certain real property located along Marsh Road, Orange County, Florida, being more particularly known as Waterside on Johns Lake - Phase 2A and 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 multiple phase residential project known as Waterside on Johns Lake ("**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 tracts being conveyed to the City which are internal to the Project and the portion of Marsh Road right-of-way adjacent to the Project as depicted in **Exhibit "B"** attached hereto (hereinafter collectively, the "**Road**"); 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 Court Street Partners dated July 30, 2015 bearing Project No. 2015-01 (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. Page 1 of the Landscape Plan is attached hereto as **Exhibit "C"** for reference purposes only; 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 Works 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 turnover of the Project from Developer to the HOA (as set forth in the HOA community documents), 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: Standard Pacific of Florida
Attn: Richard Rosello
444 West New England Avenue
Suite 220
Winter Park, Florida 32789
Facsimile: (407) 645- 6535

HOA: Waterside on Johns Lake
Phase 2A/2B Community Association, Inc.
Attn: Richard Rosello
444 West New England Avenue
Suite 220
Winter Park, Florida 32789
Facsimile: (407) 645- 6535

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

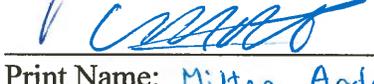
negotiations, inspections, conferences relating to or drafting of this Agreement for the City.

- 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.

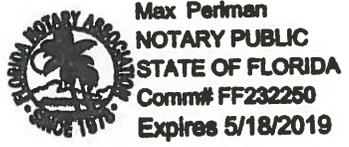
[SIGNATURES BEGIN ON THE FOLLOWING PAGE 12]

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.

<p>Signed, sealed and delivered in the presence of:</p> <p>ATTEST:</p> <p>By: _____ KATHY GOLDEN, City Clerk</p> <p> _____ Print Name: Max Perlman Witness</p> <p> _____ Print Name: Milton Andrade Witness</p> <p> _____ Print Name: Max Perlman Witness</p> <p> _____ Print Name: Milton Andrade Witness</p>	<p>“CITY”</p> <p>CITY OF WINTER GARDEN, FLORIDA</p> <p>By: _____ JOHN REES, Mayor</p> <p>“DEVELOPER”</p> <p>STANDARD PACIFIC OF FLORIDA, a Florida general partnership</p> <p>By: Standard Pacific of Florida GP, Inc., a Delaware corporation, its Managing General Partner</p> <p>By:  Name: Richard Rosello Title: Vice President of Land</p> <p>“HOA”</p> <p>WATERSIDE ON JOHNS LAKE PHASE 2A/2B COMMUNITY ASSOCIATION, INC.</p> <p>By:  Name: Richard Rosello, Title:</p>
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STATE OF FLORIDA
COUNTY OF ORANGE Seminole

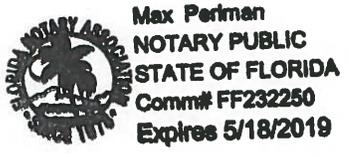
The foregoing instrument was acknowledged before me this 16th day of February, 2016, Richard Rosello, the Vice President of Land of Standard Pacific of Florida, GP, Inc., a Delaware corporation, the managing general partner of Standard Pacific of Florida, a Florida general partnership. He (check one) is personally known to me, or has produced a valid driver's license as identification.



[Signature]
Notary Public, State and County Aforesaid
Name: Max Periman
My Commission Expires: 5/18/2019
My Commission Number is: FF232250

STATE OF FLORIDA
COUNTY OF ORANGE Seminole

The foregoing instrument was acknowledged before me this 16th day of February 2016, Richard Rosello, the UP of Waterside on Johns Lake Phase 2A/2B Community Association, Inc. He (check one) is personally known to me, or has produced a valid driver's license as identification.



[Signature]
Notary Public, State and County Aforesaid
Name: Max Periman
My Commission Expires: 5/18/2019
My Commission Number is: FF232250

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Waterside at Johns Lake Phase 2A, according to the Plat thereof, as recorded in Plat Book _____, Pages _____ through _____, inclusive, Public Records of Orange County, Florida.

EXHIBIT "B"

A PORTION OF MARSH ROAD

(See Next Page)

Drawing name: S:\EDWD\JD\kcdmnm\DWG-Land\EDWD\EDWD-3-Phase 2A_sursketch_RW_utilization.dwg Sheet 1-3 Dec 02, 2015 5:10pm by: mphilips

LEGAL DESCRIPTION:

THAT PORTION OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LYING NORTH OF MARSH ROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE RUN NORTH 89°28'17" EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 6, A DISTANCE OF 993.98 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°43'43" WEST, A DISTANCE OF 31.04 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MARSH ROAD (A 60 FOOT WIDE PUBLIC RIGHT OF WAY) PER ORANGE COUNTY ENGINEERING DEPARTMENT RIGHT OF WAY MAPS; SAID POINT BEING ON A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 472.00 FEET, A CENTRAL ANGLE OF 03°48'24", A CHORD BEARING OF NORTH 87°33'07" EAST AND A CHORD DISTANCE OF 31.35 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.36 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 187.00 FEET, A CENTRAL ANGLE OF 62°23'35", A CHORD BEARING OF NORTH 54°27'08" EAST AND A CHORD DISTANCE OF 193.72 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 203.64 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 77.00 FEET, A CENTRAL ANGLE OF 23°48'02", A CHORD BEARING OF NORTH 11°21'20" EAST AND A CHORD DISTANCE OF 31.76 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.99 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 00°32'41" WEST, A DISTANCE OF 4.48 FEET; THENCE RUN NORTH 89°27'19" EAST, A DISTANCE OF 69.50 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 57.00 FEET, A CENTRAL ANGLE OF 47°08'11", A CHORD BEARING OF SOUTH 24°06'46" EAST AND A CHORD DISTANCE OF 45.58 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 46.89 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 47°40'52" EAST, A DISTANCE OF 34.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 57.00 FEET, A CENTRAL ANGLE OF 42°51'49", A CHORD BEARING OF SOUTH 69°06'46" EAST AND A CHORD DISTANCE OF 41.65 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 42.64 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°27'19" EAST, A DISTANCE OF 149.80 FEET; THENCE RUN SOUTH 75°59'25" EAST, A DISTANCE OF 60.94 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 971.00 FEET, A CENTRAL ANGLE OF 18°04'34", A CHORD BEARING OF NORTH 76°47'55" EAST AND A CHORD DISTANCE OF 305.07 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 306.34 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY LINE OF MARSH ROAD AND A POINT OF NON-TANGENCY; THENCE RUN ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES

(CONTINUED ON SHEET 2)

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE NE 1/4 OF SECTION 6-23-27 BEING N89°28'17"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 5381
DATE
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 5

(SEE SHEETS 3-5 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
RIGHT OF WAY UTILIZATION
AGREEMENT

SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST

ORANGE COUNTY FLORIDA



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

PREPARED FOR:

STANDARD PACIFIC OF
FLORIDA

DATE: 11/12/15
REV DATE:
SCALE N/A

PROJ: EDWD JJ
DRAWN BY: KMS
CHECKED BY: WDD

LEGAL DESCRIPTION: (CONTINUED)

AND DISTANCES: NORTH 62°40'19" EAST, A DISTANCE OF 20.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1175.91 FEET, A CENTRAL ANGLE OF 06°24'58", A CHORD BEARING OF NORTH 65°52'48" EAST AND A CHORD DISTANCE OF 131.61 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 131.68 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN SOUTH 20°51'33" EAST, A DISTANCE OF 49.29 FEET; THENCE RUN SOUTH 67°49'21" WEST, A DISTANCE OF 149.55 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1014.00 FEET, A CENTRAL ANGLE OF 21°44'49", A CHORD BEARING OF SOUTH 78°34'55" WEST AND A CHORD DISTANCE OF 382.56 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 384.87 TO A POINT OF TANGENCY; THENCE RUN SOUTH 86°52'44" WEST, A DISTANCE OF 50.05 FEET; THENCE RUN SOUTH 89°27'19" WEST, A DISTANCE OF 58.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 28°15'46", A CHORD BEARING OF SOUTH 75°19'26" WEST AND A CHORD DISTANCE OF 97.66 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 98.66 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 19°05'02", A CHORD BEARING OF SOUTH 51°39'02" WEST AND A CHORD DISTANCE OF 29.84 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.98 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 89°57'42" WEST, A DISTANCE OF 120.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 14°56'14", A CHORD BEARING OF SOUTH 82°29'36" WEST AND A CHORD DISTANCE OF 16.90 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 16.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 527.00 FEET, A CENTRAL ANGLE OF 08°19'41", A CHORD BEARING OF SOUTH 79°11'19" WEST AND A CHORD DISTANCE OF 76.53 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 76.60 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 80°31'49" WEST, A DISTANCE OF 51.96 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 515.00 FEET, A CENTRAL ANGLE OF 00°31'29", A CHORD BEARING OF SOUTH 89°10'40" WEST AND A CHORD DISTANCE OF 4.72 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 4.72 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 00°43'43" WEST, A DISTANCE OF 11.96 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.589 ACRES, MORE OR LESS.

SHEET 2 OF 5

(SEE SHEETS 3-5 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

RIGHT OF WAY UTILIZATION AGREEMENT

SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



Dewberry

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

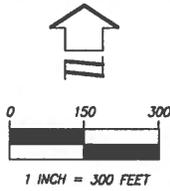
PREPARED FOR:

STANDARD PACIFIC OF FLORIDA

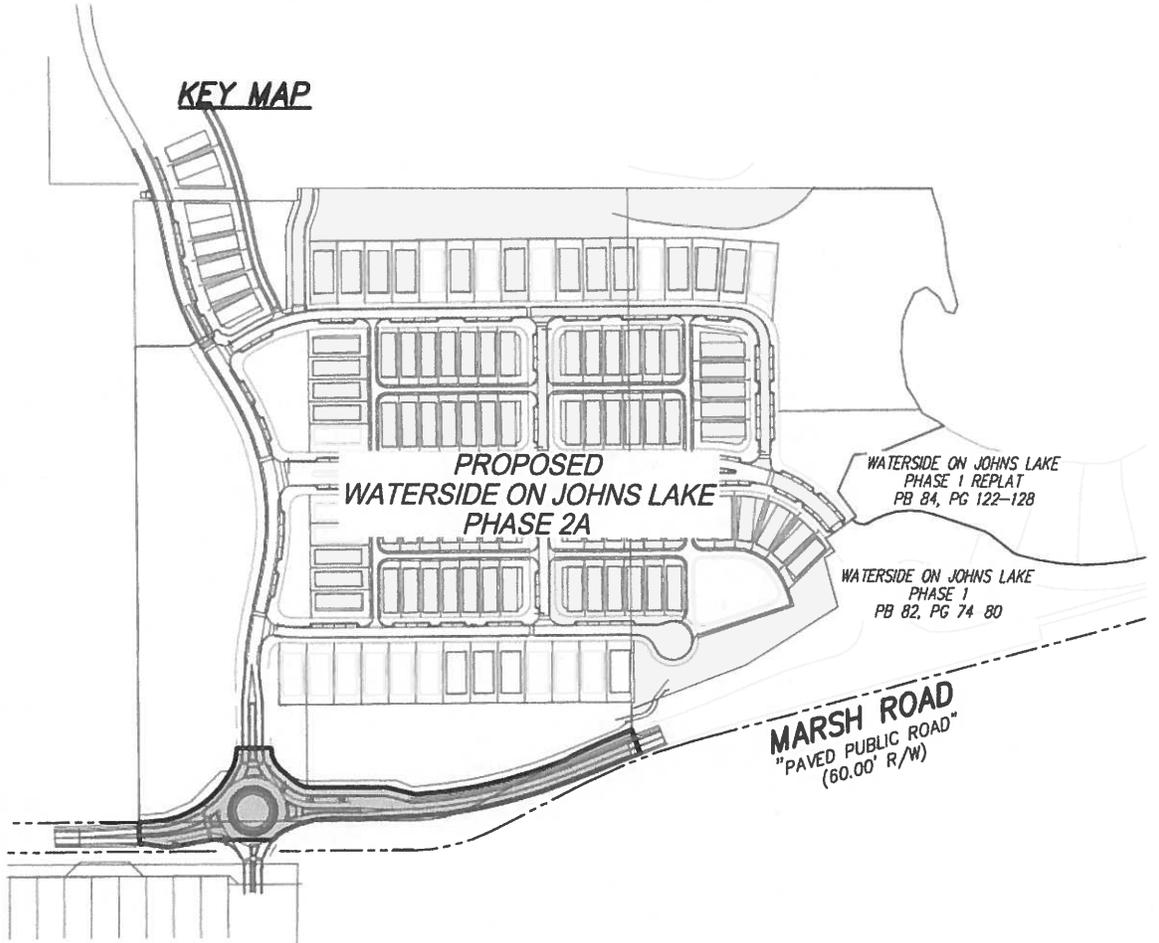
DATE: 11/12/15
REV DATE:
SCALE N/A

PROJ: EDWD JJ
DRAWN BY: KMS
CHECKED BY: WDD

Drawing name: S:\EDWD\JJ_mckinnon\DWG-LandDT\EDWD-U3_Phase 2A_surfsketch_rw_utilization.dwg Sheet 1-3 Dec 02, 2015 5:11pm by: mpillips



KEY MAP



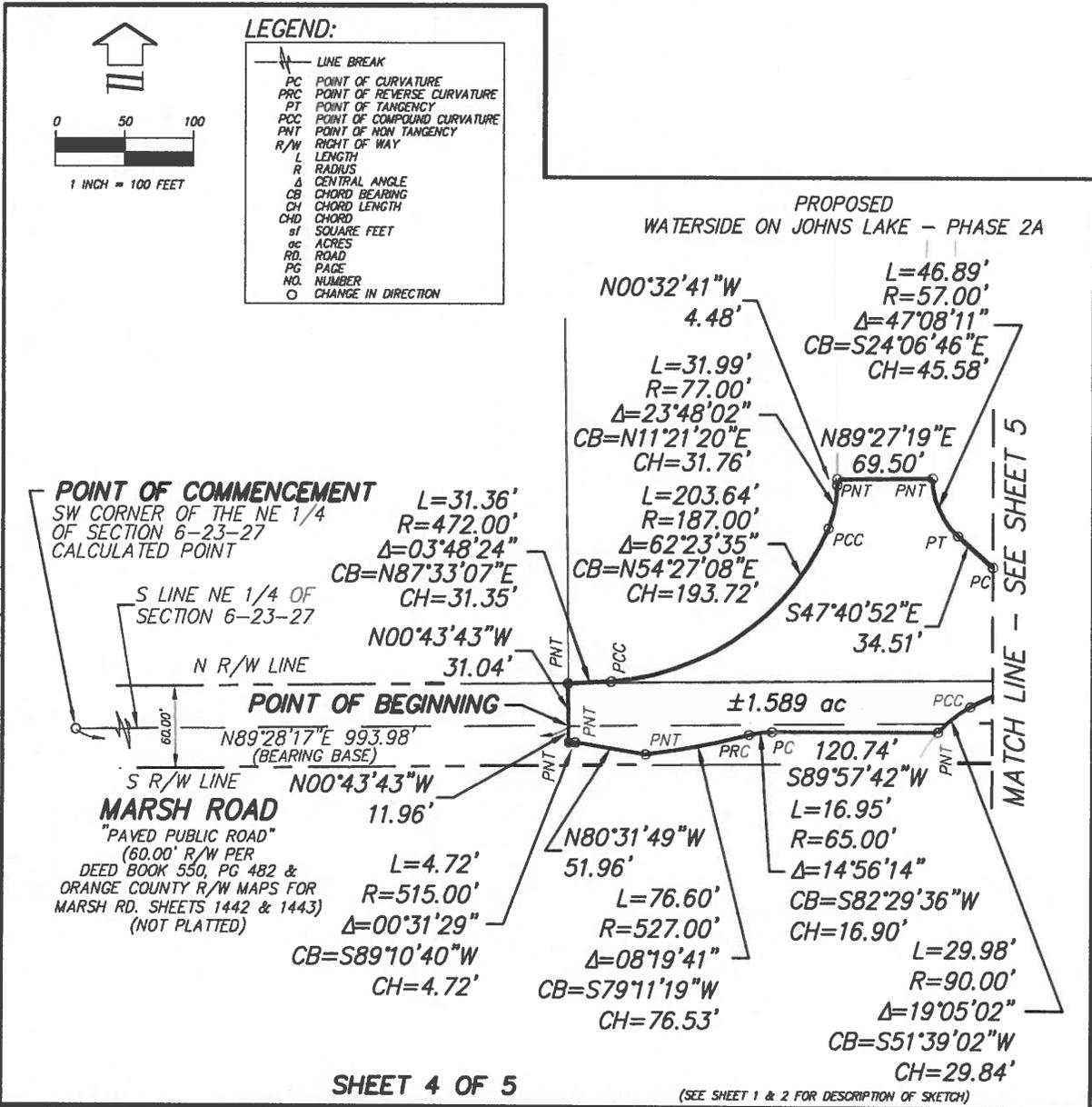
SHEET 3 OF 5

(SEE SHEET 1 & 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

Drawing name: S:\EDWD\J3 McGinnis\DWG-Land\DT\EDWD-03_Phase 2A_sursketch_RW_utilization.dwg Sheet: 1-3 Dec. 02. 2015 5:12pm by: mpalliba

<p style="text-align: center;">SKETCH OF DESCRIPTION -OF- RIGHT OF WAY UTILIZATION EASEMENT</p> <p style="text-align: center; font-size: small;">SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST</p> <p style="display: flex; justify-content: space-between; font-size: x-small;"> ORANGE COUNTY FLORIDA </p>	<p style="font-size: 24px; font-weight: bold; margin: 0;">Dewberry</p> <p style="font-size: 10px; margin: 5px 0 0 0;">520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM</p> <p style="font-size: 10px; margin: 0 0 0 0;">CERTIFICATE OF AUTHORIZATION NO. LB 8011</p>	<p style="font-size: 12px; margin: 0;">PREPARED FOR:</p> <p style="font-size: 14px; font-weight: bold; margin: 5px 0 0 0;">STANDARD PACIFIC OF FLORIDA</p> <div style="display: flex; justify-content: space-between; font-size: 8px; margin-top: 20px;"> <div style="width: 45%;"> <p>DATE: 11/12/15 REV DATE: SCALE 1" = 300'</p> </div> <div style="width: 45%;"> <p>PROJ: EDWD J3 DRAWN BY: KMS CHECKED BY: WDD</p> </div> </div>
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SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
—OF—
RIGHT OF WAY UTILIZATION
AGREEMENT

SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



Dewberry

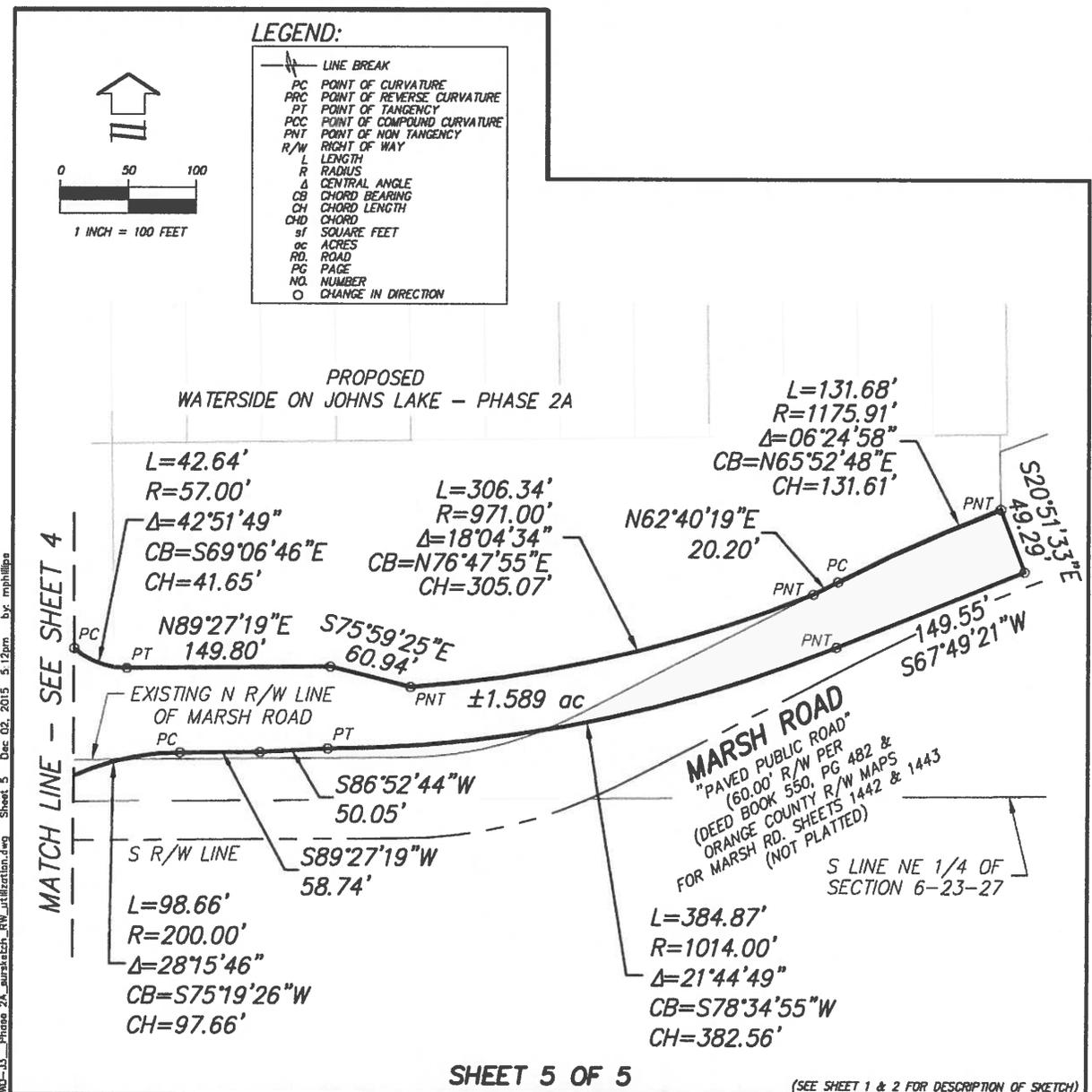
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:
**STANDARD PACIFIC OF
FLORIDA**

DATE: 11/12/15
REV DATE:
SCALE 1" = 100'

PROJ: EDWD J3
DRAWN BY: KWS
CHECKED BY: WDD

Drawing name: S:\EDWD\J3\4646mca\DWG-Land\Utilization.dwg Sheet 4 Dec 02, 2015 5:12pm by: mjphillips



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

<p style="text-align: center;">SKETCH OF DESCRIPTION</p> <p style="text-align: center;">-OF-</p> <p style="text-align: center;">RIGHT OF WAY UTILIZATION AGREEMENT</p> <p style="text-align: center;">SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST</p> <p style="text-align: center;">ORANGE COUNTY FLORIDA</p>	<p>Dewberry</p> <p>520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM</p> <p>CERTIFICATE OF AUTHORIZATION No. LB 8011</p>	<p style="text-align: center;">PREPARED FOR:</p> <p style="text-align: center;">STANDARD PACIFIC OF FLORIDA</p> <p style="text-align: center;">DATE: 11/12/15 REV DATE: SCALE 1" = 100'</p> <p style="text-align: center;">PROJ: EDWD JS DRAWN BY: KMS CHECKED BY: WOD</p>
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Drawing name: S:\EDWD\J3_McDonnell\DWG-Land\1442-1443_Phase 2A_marsrwbch_R/W_utilization.dwg Sheet 5 Dec 02, 2015 5:12pm by: mphillips

EXHIBIT "C"

PAGE 1 OF LANDSCAPE PLANS

(See Next Page)

WATERSIDE PHASE 2A

PARCEL ID NO'S: 06-23-27-0000-00-003, 06-23-27-0000-00-002, 06-23-27-4289-05-201, 06-23-27-4289-05-211

CITY OF WINTER GARDEN, FLORIDA HARDSCAPE, LANDSCAPE & IRRIGATION CONSTRUCTION DOCUMENTS

Issued for
REVIEW
30 JULY 2015

Prepared for
STANDARD PACIFIC HOMES
444 W. New England Ave, Suite 220
Winter Park, FL 32789
Phone: (407) 468-7594
Contact: Stephen J. Polachek

LANDSCAPE ARCHITECT
CLAY SHANKS/PERKINS, LLC
733 W. Smith Street
Orlando, FL 32804
Phone: (407) 295-0655
Contact: Todd Daniels, RLA

IRRIGATION DESIGNER
PERKINS IRRIGATION, LLC
87130 Oaklawn
Umatilla, FL 32084
Phone: (386) 404-4815
Contact: Aaron Smith

CIVIL ENGINEER
Downing DeWitt-Sigmon
600 South Mangrove Ave
Orlando, FL 32809
Phone: (407) 849-3120
Contact: Christopher, PE



PROJECT LOCATION

SHEETS

INDEX

LANDSCAPE

IRRIGATION

NO.	DESCRIPTION
01	GENERAL NOTES
02	LANDSCAPE PLAN
03	LANDSCAPE MATERIALS
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THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Community Development Director

Via: Mike Bollhoefer, City Manager

Date: March 17, 2016

Meeting Date: March 24, 2016

Subject: Final Plat
Waterside on Johns Lake Phase 2A Final Plat
Marsh Road- 17001(37.73 ±Acres)

Issue: Applicant is requesting to record the Final Plat of 103 single-family lots in the Waterside on Johns Lake subdivision.

Discussion:

The applicant is developing a new phase of the Waterside on Johns Lake subdivision with 103 single-family lots. The plat is consistent with the preliminary plat and the approved PUD.

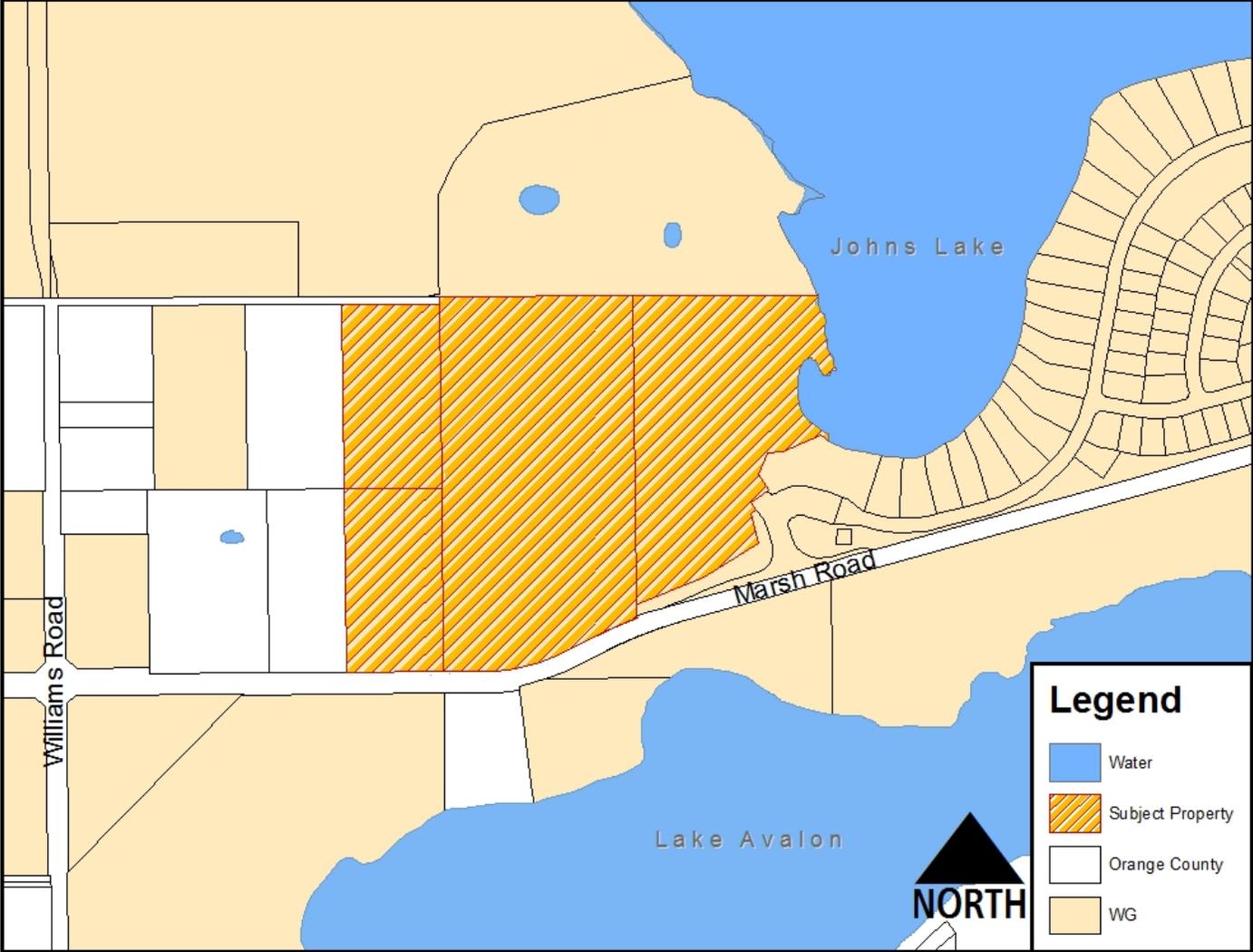
Recommended action:

Staff recommends approval of the final plat.

Attachments/References:

Location Map
Final Plat
DRC Staff Report

Location Map
Waterside on Johns Lake Phase 2A



WATERSIDE ON JOHNS LAKE - PHASE 2A

BEING A REPLAT OF THE EAST 1/2 OF LOT 32H AND A PORTION OF THE EAST 1/2 OF LOT 21H, LAKE AVALON GROVES REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 81 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION:

THE EAST 1/2 OF LOT 32H AND A PORTION OF THE EAST 1/2 OF LOT 21H, LAKE AVALON GROVES REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 81, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LYING IN THE CITY OF WINTER GARDEN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

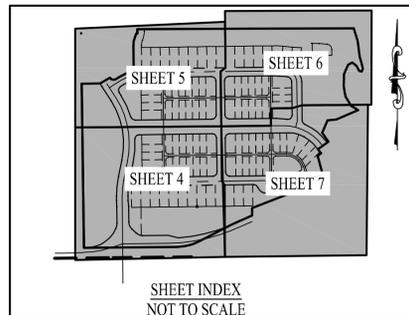
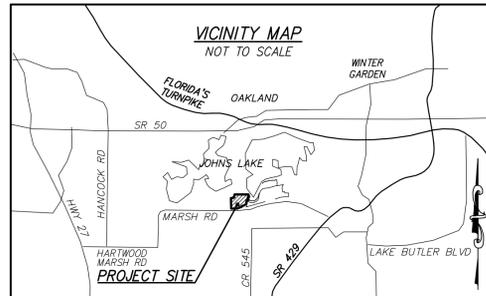
COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE RUN N89°28'17" E ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 6, A DISTANCE OF 1325.30 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6; THENCE RUN N00°43'21" W, ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 A DISTANCE OF 31.13 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MARSH ROAD (A 60 FOOT WIDE PUBLIC RIGHT OF WAY) PER ORANGE COUNTY ENGINEERING DEPARTMENT RIGHT OF WAY MAPS AND THE POINT OF BEGINNING; THENCE RUN S89°27'19" W ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 331.33 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN N00°43'43" W, A DISTANCE OF 963.02 FEET; THENCE RUN N89°16'17" E, A DISTANCE OF 107.99 FEET; THENCE RUN N59°59'23" E, A DISTANCE OF 67.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 92°26'59", A CHORD BEARING OF S76°14'07" E, AND A CHORD DISTANCE OF 36.10 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.34 FEET TO A POINT OF TANGENCY; THENCE RUN N57°32'24" E, A DISTANCE OF 21.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 322.00 FEET, A CENTRAL ANGLE OF 16°54'46", A CHORD BEARING OF N65°59'47" E, AND A CHORD DISTANCE OF 94.70 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 95.05 FEET TO THE END OF SAID CURVE; THENCE RUN N00°43'21" W, A DISTANCE OF 145.72 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 25°07'14", A CHORD BEARING OF N11°50'16" E, AND A CHORD DISTANCE OF 54.37 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 54.81 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 16°08'18", A CHORD BEARING OF N16°19'44" E, AND A CHORD DISTANCE OF 21.06 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.12 FEET TO THE END OF SAID CURVE; THENCE RUN N89°49'28" E, A DISTANCE OF 7.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE RUN N00°43'21" W ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°49'28" E, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1277.16 FEET TO A POINT ON THE SAFE UPLAND LINE OF JOHNS LAKE (SAID LINE HAVING AN ELEVATION OF 98.00 FEET, ACCORDING TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, OR 97.12 FEET ACCORDING TO THE NORTH AMERICAN VERTICAL DATUM OF 1988); THENCE RUN ALONG SAID SAFE UPLAND LINE THE FOLLOWING TWENTY-TWO (22) COURSES: THENCE S13°30'03" E, A DISTANCE OF 37.95 FEET; THENCE RUN S18°25'11" E, A DISTANCE OF 55.06 FEET; THENCE RUN S09°07'14" E, A DISTANCE OF 33.49 FEET; THENCE RUN S06°01'59" E, A DISTANCE OF 31.28 FEET; THENCE RUN S07°54'37" E, A DISTANCE OF 34.96 FEET; THENCE RUN S15°10'49" E, A DISTANCE OF 34.51 FEET; THENCE RUN S14°40'30" E, A DISTANCE OF 35.91 FEET; THENCE RUN S20°43'49" W, A DISTANCE OF 18.24 FEET; THENCE RUN N74°38'34" W, A DISTANCE OF 16.55 FEET; THENCE RUN N28°12'56" W, A DISTANCE OF 31.12 FEET; THENCE RUN N49°41'33" W, A DISTANCE OF 33.26 FEET; THENCE RUN S62°54'44" W, A DISTANCE OF 26.82 FEET; THENCE RUN S24°58'20" W, A DISTANCE OF 37.90 FEET; THENCE RUN S2011'24" W, A DISTANCE OF 25.05 FEET; THENCE RUN S01°56'46" W, A DISTANCE OF 32.56 FEET; THENCE RUN S02°02'34" W, A DISTANCE OF 32.18 FEET; THENCE RUN S09°01'50" E, A DISTANCE OF 35.06 FEET; THENCE RUN S10°08'17" E, A DISTANCE OF 31.73 FEET; THENCE RUN S31°57'41" E, A DISTANCE OF 31.99 FEET; THENCE RUN S29°17'38" E, A DISTANCE OF 29.98 FEET; THENCE RUN S60°28'33" E, A DISTANCE OF 37.50 FEET; THENCE RUN S54°50'42" E, A DISTANCE OF 12.52 FEET TO A POINT ON THE NORTHERLY LINE OF TRACT E, ACCORDING TO THE PLAT OF WATERSIDE ON JOHNS LAKE - PHASE 1 REPLAT, PLAT BOOK 84, PAGES 122-128, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG THE NORTHERLY AND WESTERLY LINES OF SAID TRACT: S67°03'57" W, A DISTANCE OF 140.17 FEET; THENCE RUN S84°17'21" W, A DISTANCE OF 51.02 FEET; THENCE RUN S23°25'09" W, A DISTANCE OF 80.61 FEET; THENCE RUN S36°09'41" E, A DISTANCE OF 62.65 FEET; THENCE DEPARTING SAID WESTERLY LINE, RUN S53°50'19" W, A DISTANCE OF 77.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HARBOR OAK PARKWAY ACCORDING TO THE PLAT OF WATERSIDE ON JOHNS LAKE - PHASE 1, PLAT BOOK 82, PAGES 74-80 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S36°09'41" E ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF TRACT D PER SAID PLAT OF WATERSIDE ON JOHNS LAKE - PHASE 1; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN ALONG SAID NORTHWESTERLY LINE OF TRACT D THE FOLLOWING FIVE (5) COURSES: S53°50'19" W, A DISTANCE OF 25.06 FEET; THENCE RUN S15°23'41" E, A DISTANCE OF 102.26 FEET; THENCE RUN S57°12'48" W, A DISTANCE OF 219.77 FEET; THENCE RUN S68°52'59" W, A DISTANCE OF 245.66 FEET; THENCE RUN S00°42'39" E, A DISTANCE OF 42.99 FEET TO THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED MARSH ROAD AND A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1175.91 FEET, A CENTRAL ANGLE OF 06°24'58", A CHORD BEARING OF S65°52'48" W, AND A CHORD DISTANCE OF 131.61 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 131.68 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: S62°40'19" W, A DISTANCE OF 215.13 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 288.31 FEET, A CENTRAL ANGLE OF 26°47'00", A CHORD BEARING OF S76°03'49" W, AND A CHORD DISTANCE OF 133.55 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.77 FEET TO A POINT OF TANGENCY; THENCE RUN S89°27'19" W, A DISTANCE OF 219.54 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,643,312 SQUARE FEET / 37.73 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 1 OF 7

Dewberry
 131 West Kaley Street
 Orlando, Florida 32806
 Phone: 321.354.9826 Fax: 407.648.9104
 www.dewberry.com
 CERTIFICATE OF AUTHORIZATION NO. LB 8011

SHEET INDEX
 SHEET 1 & 2 - COVER SHEET/NOTES
 SHEET 3 - OVERALL MAP
 SHEETS 3 TO 7 - DETAIL SHEETS

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY THAT THE FOREGOING PLAT WAS RECORDED IN THE ORANGE COUNTY OFFICIAL RECORDS ON _____, 2016 AS FILE NO. _____, COUNTY COMPTROLLER IN AND FOR ORANGE COUNTY, FLORIDA.
 BY: _____ (SEAL)

PLAT BOOK: _____ PAGE: _____
WATERSIDE ON JOHNS LAKE - PHASE 2A
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE ENTITY NAMED BELOW, BEING THE OWNER ("OWNER") IN FEE SIMPLE OF THE LAND DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED, INCLUDING THE PLAT NOTES, UNLESS OTHERWISE INDICATED IN THE PLAT NOTES; ALL UTILITY EASEMENTS (U.E.) AND DRAINAGE EASEMENTS (D.E.) CREATED BY THIS PLAT ARE DEDICATED TO THE CITY OF WINTER GARDEN. NO EASEMENT DEPICTED ON THE PLAT, OR DESCRIBED IN THE PLAT NOTES, IS DEDICATED TO THE PUBLIC UNLESS SPECIFICALLY STATED OTHERWISE IN THE PLAT NOTES.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICER NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON _____, A.D. 2016.

WITNESSES: STANDARD PACIFIC OF FLORIDA, A FLORIDA GENERAL PARTNERSHIP
 BY: STANDARD PACIFIC OF FLORIDA GP, INC., A DELAWARE CORPORATION, ITS MANAGING GENERAL PARTNER
 PRINT NAME: _____
 ITS: _____

STATE OF FLORIDA
 COUNTY OF _____
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 2016, BY _____ OF STANDARD PACIFIC OF FLORIDA, GP, INC., A DELAWARE CORPORATION, THE MANAGING GENERAL PARTNER OF STANDARD PACIFIC OF FLORIDA, A FLORIDA GENERAL PARTNERSHIP, ON BEHALF OF THE CORPORATION AND GENERAL PARTNERSHIP. HE IS PERSONALLY KNOWN TO ME AS THE INDIVIDUAL AND OFFICER DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS/HER FREE ACT AND DEED AS SUCH OFFICER THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THERETO; AND THAT SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION WHO DID NOT TAKE AN OATH.

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

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 MAY 15, 2012, HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT OR PLAN; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED OR SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN THE CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA.

(SIGNATURE) _____ DATE: _____ (SEAL)
 WILLIAM D. DONLEY, (PSM) PROFESSIONAL SURVEYOR AND MAPPER
 CERTIFICATE NO. 5381
 DEWBERRY
 131 WEST KALEY STREET
 ORLANDO, FLORIDA 32806
 CERTIFICATE OF AUTHORIZATION NO. (LB) LICENSED BUSINESS 8011

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY THAT ON _____, 2016, THE FOREGOING PLAT WAS APPROVED BY THE CITY COMMISSIONERS OF WINTER GARDEN, FLORIDA.

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

CERTIFICATE OF REVIEW BY CITY SURVEYOR

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

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

WATERSIDE ON JOHNS LAKE - PHASE 2A
 BEING A REPLAT OF THE EAST 1/2 OF LOT 32H AND A PORTION OF THE EAST 1/2 OF LOT 21H, LAKE AVALON GROVES REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 81 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK:

PAGE:

PLAT NOTES:

1. 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 WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, BEING N00°43'21"W.
2. UNLESS OTHERWISE INDICATED, A PRIVATE NON-EXCLUSIVE UTILITY EASEMENT BEING 10.00 FEET WIDE ADJACENT TO ROAD RIGHTS-OF-WAY (PUBLIC OR PRIVATE), IS HEREBY DEDICATED AND RESERVED IN FAVOR OF THE CITY OF WINTER GARDEN. NO UTILITIES OR OTHER IMPROVEMENTS SHALL BE PERMITTED TO CONFLICT OR INTERFERE WITH THE CITY OF WINTER GARDEN'S UTILITY IMPROVEMENTS WITHIN SAID UTILITY EASEMENT AREAS. THE CITY OF WINTER GARDEN IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF THEIR RESPECTIVE UTILITIES PLACED WITHIN THE AFORESAID EASEMENTS. THE FEE SIMPLE OWNER OF SAID LOTS AND OR TRACTS SHALL BE RESPONSIBLE FOR THE GRASS AND LANDSCAPING WITHIN THE UTILITY EASEMENT LOCATED UPON INDIVIDUAL LOTS AND OR TRACTS.
3. UNLESS OTHERWISE INDICATED, A PRIVATE NON-EXCLUSIVE UTILITY EASEMENT BEING 5.00 FEET WIDE ALONG THE SIDES OF ALL LOTS AND TRACTS, IS HEREBY DEDICATED AND RESERVED IN FAVOR OF THE CITY OF WINTER GARDEN. THE CITY OF WINTER GARDEN IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF THEIR RESPECTIVE UTILITIES PLACED WITHIN THE UTILITY EASEMENT. THE FEE SIMPLE OWNER OF SAID LOTS AND OR TRACTS SHALL BE RESPONSIBLE FOR THE GRASS AND LANDSCAPING WITHIN ALL UTILITY EASEMENTS LOCATED UPON INDIVIDUAL LOTS AND OR TRACTS.
4. UNLESS OTHERWISE INDICATED, A PRIVATE NON-EXCLUSIVE DRAINAGE EASEMENT BEING 5.00 FEET WIDE ALONG THE SIDES OF ALL LOTS AND TRACTS, IS HEREBY DEDICATED AND RESERVED IN FAVOR OF THE CITY OF WINTER GARDEN AND THE WATERSIDE ON JOHNS LAKE PHASE 2A/2B COMMUNITY ASSOCIATION, INC ("PHASE 2 HOA"), AND WATERSIDE ON JOHNS LAKE COMMUNITY ASSOCIATION, INC. ("MASTER HOA") (PHASE 2 HOA AND MASTER HOA ARE COLLECTIVELY REFERRED TO AS THE "HOA"). THE CITY OF WINTER GARDEN IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF THEIR RESPECTIVE UTILITIES PLACED WITHIN THE DRAINAGE EASEMENT. THE MASTER HOA OR PHASE 2 HOA, AS APPLICABLE, SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF ANY AND ALL DRAINAGE IMPROVEMENTS AND SWALES WITHIN THE DRAINAGE EASEMENT. THE FEE SIMPLE OWNER OF SAID LOTS AND OR TRACTS SHALL BE RESPONSIBLE FOR THE GRASS AND LANDSCAPING WITHIN ALL DRAINAGE EASEMENTS LOCATED UPON INDIVIDUAL LOTS AND OR TRACTS.
5. THE FOLLOWING TRACTS ARE INTENDED FOR THE PURPOSES AS SET FORTH BELOW AND ARE TO BE CONVEYED IN FEE SIMPLE TO THE MASTER HOA PURSUANT TO A SEPARATE DEED AS REQUIRED BY CHAPTER 720 OF THE FLORIDA STATUTES.
 TRACTS "E", "F", AND "G" (RETENTION/OPEN SPACE)
 TRACT "I" (PARK)
 TRACT "N" (OPEN SPACE)
6. THE FOLLOWING TRACTS ARE INTENDED FOR THE PURPOSES AS SET FORTH BELOW AND ARE TO BE CONVEYED IN FEE SIMPLE TO THE PHASE 2 HOA PURSUANT TO A SEPARATE DEED AS REQUIRED BY CHAPTER 720 OF THE FLORIDA STATUTES.
 TRACTS "H" (RETENTION/OPEN SPACE)
 TRACTS "J", "K", AND "L" (OPEN SPACE)
 TRACTS "AA", "BB", "CC", & "DD" (ALLEY ACCESS/UTILITY TRACT)
7. EACH OF THE OWNERS OF LOTS AS SHOWN IN THIS PLAT, "WATERSIDE ON JOHNS LAKE PHASE 2A", IS A MEMBER OF THE HOA. THE MASTER HOA OR PHASE 2 HOA, AS APPLICABLE, IS REQUIRED TO MAINTAIN TRACTS E, F, G, H, I, J, K, L, M, AA, BB, CC & DD. THE MEMBERS OF THE HOA ARE ULTIMATELY RESPONSIBLE FOR PAYMENT OF THE COST OF MAINTAINING SAID TRACTS AND ALL LOTS ARE SUBJECT TO ASSESSMENTS, LIENS AND FORECLOSURES FOR NON-PAYMENT.
8. 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.
9. THE PROPERTY SHOWN HEREON IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN DECLARATION FOR WATERSIDE ON JOHNS LAKE, THE ARTICLES OF INCORPORATION FOR WATERSIDE ON JOHNS LAKE COMMUNITY ASSOCIATION, THE DECLARATION FOR WATERSIDE ON JOHNS LAKE PHASE 2A/2B, AND THE ARTICLES OF INCORPORATION FOR WATERSIDE ON JOHNS LAKE PHASE 2A/2B, ALL OF THE FOREGOING OF WHICH ARE TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
10. THE LOTS WITHIN THIS SUBDIVISION ARE GOVERNED BY A MANDATORY HOMEOWNERS ASSOCIATION (I.E. THE PHASE 2 HOA AND THE MASTER HOA) REQUIRING THE PAYMENT OF FEES AND WITH THE POWER TO ASSESS THE LOTS. THE MASTER HOA AND THE PHASE 2 HOA, AS APPLICABLE, IS THE OWNER OF AND/OR RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, INCLUDING, WITHOUT LIMITATION, TRACTS E, F, G, H, I, J, K, L, M, AA, BB, CC & DD AND THE IMPROVEMENTS THEREON. EVERY LOT OWNER WITHIN THIS SUBDIVISION IS REQUIRED TO BE A MEMBER OF THE HOA, AND IS SUBJECT TO ITS RULES AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO THE CONDITIONS, COVENANTS, AND RESTRICTIONS PROVIDED FOR IN ITS DECLARATIONS, AND THE DEDICATIONS, RESTRICTIONS, AND RESERVATIONS, AS SET FORTH ON THIS PLAT. FAILURE TO PAY SUCH FEES OR ASSESSMENTS SHALL RESULT IN THE ATTACHMENT OF A LIEN ON THE PROPERTY OF THE OWNER WHICH FAILS TO PAY SUCH FEES OR ASSESSMENTS BY THE HOA, WHICH MAY RESULT IN THE FORECLOSURE OF SAID PROPERTY.
11. THE CITY OF WINTER GARDEN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE AND OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, ANY AND ALL PORTIONS OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, ANY AND ALL PRIVATE AREAS, COMMON AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, SCREENING WALLS, TRACTS E, F, G, H, I, J, K, L, M, AA, BB, CC & DD 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 HOA FAILS TO OBTAIN SUCH REPORTS, STUDIES, OR INSPECTIONS REQUIRED BY THE CODE IN THE TIME PROVIDED. IN THE EVENT THE "FACILITIES AND LAND" (OR ANY PORTION THEREOF) ARE NOT MAINTAINED, REPAIRED, OR REPLACED IN ACCORDANCE WITH THE STANDARDS OF THE CITY OF WINTER GARDEN CODE OF ORDINANCES, GOOD ENGINEERING PRACTICES, OR BECOME A NUISANCE, OR THE REQUIRED REPORTS, STUDIES, OR INSPECTIONS ARE NOT OBTAINED IN THE TIME PROVIDED, OR IN THE EVENT THE CITY OF WINTER GARDEN EXERCISES THE AFOREMENTIONED RIGHT, EACH OF THE LOT OWNERS ON A PRO-RATA BASIS (I.E., PER LOT) SHALL BE RESPONSIBLE FOR PAYMENT OF THE COST OF SUCH MAINTENANCE, REPAIR, REPLACEMENT AND CARE PROVIDED BY THE CITY OF WINTER GARDEN OR THE CONTRACTORS AND AGENTS AND THE COST OF PREPARING SAID REPORTS, STUDIES, OR INSPECTIONS, PLUS ADMINISTRATIVE COSTS AND ATTORNEY'S FEES INCURRED BY OR FOR THE CITY OF WINTER GARDEN. THE CITY OF WINTER GARDEN SHALL HAVE A LIEN UPON EACH LOT TO SECURE THE PERSONAL OBLIGATION OF EACH LOT OWNER THEREOF FOR ANY UNPAID FEES AND COSTS RESULTING FROM THE FOREGOING. SUCH LIEN SHALL ALSO SECURE REASONABLE ATTORNEY'S FEES AND OTHER COSTS INCURRED BY THE CITY OF WINTER GARDEN INCIDENT TO THE COLLECTION OF SUCH FEES AND COSTS OF ENFORCEMENT OF SUCH LIEN. THE LIEN SHALL BE EVIDENCED BY A CLAIM RECORDED AMONG THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND SHALL BE EFFECTIVE FROM AND AS OF THE TIME OF SUCH RECORDING. THE CITY OF WINTER GARDEN MAY TAKE SUCH ACTION OR ACTIONS IT DEEMS NECESSARY TO COLLECT SAID FEES AND COSTS AS MAY BE PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, AN IN PERSONAL ACTION, LIEN, FORECLOSURE, OR SPECIAL ASSESSMENT. NEITHER THE RIGHTS PROVIDED FOR HEREIN NOR THE CITY'S EXERCISE OF SAID RIGHTS, SHALL IMPOSE ANY OBLIGATION ON THE CITY OF WINTER GARDEN TO MAINTAIN, REPAIR, REPLACE OR OTHERWISE CARE FOR THE FACILITIES AND LAND, OR ANY PORTION THEREOF, OR CAUSE TO BE PREPARED ANY STUDIES, REPORTS OR INSPECTIONS.
12. THE MASTER HOA AND PHASE 2 HOA, AS OWNER OF THE SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, COMMON PROPERTIES, AND AMENITIES, AND THE INDIVIDUAL LOT OWNERS TO EXTENT OF THEIR INTEREST IN THE FOREGOING, SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY OF WINTER GARDEN, OTHER GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES HARMLESS FROM ANY AND ALL COSTS, EXPENSES, SUITS, DEMANDS, LIABILITIES, DAMAGES, INJURIES (INCLUDING DEATH), OR OTHERWISE INCLUDING ATTORNEY'S FEES AND COSTS OF SUIT, IN CONNECTION WITH THE REASONABLE USE OF SAID SUBDIVISION INFRASTRUCTURE, COMMON AREAS, OR AMENITIES, OR SAID PARTIES' MAINTENANCE THEREOF, OR SAID PARTIES' EXERCISE OF RIGHTS PERMITTED IN THE DECLARATION OF THE HOMEOWNERS' ASSOCIATION, THIS PLAT, OR AS OTHERWISE PERMITTED BY LAW.
13. ACCORDING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION THE SAFE UPLAND LINE FOR JOHN'S LAKE IS 98.0 FEET (NATIONAL GEODETIC

- DATUM OF 1929) OR ELEVATION 97.12 FEET AS CONVERTED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. THIS LINE AS ESTABLISHED IN THE FIELD IS DEPICTED AS THE BOUNDARY OF TRACTS "H" AND "I" AS THEY ABUT THE WATERS OF JOHN'S LAKE. THE SAFE UPLAND LINE MAY BE DIFFERENT FROM THE ORDINARY HIGH WATER LINE.
14. VEHICULAR ACCESS LOCATIONS FROM TRACTS E AND F TO MARSH ROAD ARE HEREBY DEDICATED TO AND CONTROLLED BY THE CITY OF WINTER GARDEN THROUGH THE CITY'S PERMITTING PROCESS.
15. THERE IS HEREBY GRANTED AND DEDICATED TO THE CITY OF WINTER GARDEN AND OTHER PUBLIC SERVICE AND EMERGENCY SERVICE PROVIDERS, A NON-EXCLUSIVE EASEMENT OVER AND THROUGH TRACTS AA (ALLEY TRACT), BB (ALLEY TRACT), CC (ALLEY TRACT), AND DD (ALLEY TRACT) AND ANY OTHER PRIVATELY OWNED INTERNAL ROADS, ALLEYS, PAVED AREAS AND SIDEWALKS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ACCESS FOR THE PURPOSE OF PROVIDING PUBLIC AND EMERGENCY SERVICES TO THE SUBDIVISION, INCLUDING BUT NOT LIMITED TO, POSTAL, FIRE PROTECTION, POLICE PROTECTION, EMERGENCY MEDICAL TRANSPORTATION, CODE ENFORCEMENT, GARBAGE, UTILITIES AND OTHER PUBLIC AND EMERGENCY SERVICES.
16. THE CITY OF WINTER GARDEN IS DEDICATED A NON-EXCLUSIVE EASEMENT FOR UTILITIES OVER TRACT E & F IN THE LOCATION AS NOTED ON THE PLAT AS "UTILITY EASEMENT". FURTHER, THE CITY OF WINTER GARDEN IS DEDICATED A NON-EXCLUSIVE EASEMENT FOR DRAINAGE OVER TRACTS E, F, G & H TO ACCOMMODATE THE STORMWATER DRAINAGE FROM THE PUBLIC ROAD TRACTS BEING CONVEYED TO THE CITY; HOWEVER, THE HOA SHALL REMAIN RESPONSIBLE FOR OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH TRACTS AND THE STORMWATER IMPROVEMENTS THEREON.
17. ALL LOT LINES ALONG CURVES ARE RADIAL UNLESS NOTED OTHERWISE. NON-RADIAL LINES ARE NOTED BY (NR).
18. EXISTING LINDSAY INGRESS EGRESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 9979, PAGE 3616, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA TO BE VACATED UPON RECORDING OF PLAT AND IS NOT SHOWN HEREON.
19. TRACT Z IS A PRIVATE ACCESS TRACT TO BE CONVEYED BY SEPARATE DEED TO THE OWNER OF THE PROPERTY LOCATED TO THE NORTH OF TRACT H (PARCEL ID # 06-23-27-0000-00-005) UPON THE RECORDING OF THIS PLAT. TRACT Z IS NOT PART OF THE HOA AND IS NOT SUBJECT TO THE TERMS, CONDITION AND OBLIGATIONS OF THE DECLARATION FOR WATERSIDE ON JOHNS LAKE RECORDED IN BOOK 10765, PAGE 7408, AS AMENDED (MASTER HOA DECLARATION) OR THE DECLARATION FOR WATERSIDE ON JOHNS LAKE PHASE 2A/2B (PHASE 2 HOA DECLARATION) TO BE RECORDED SIMULTANEOUSLY HEREWITH.
20. AN EASEMENT IS RESERVED AND DEDICATED IN FAVOR OF THE OWNER AND MEMBERS OF THE MASTER HOA OVER TRACT BB FOR PURPOSES OF INGRESS AND EGRESS TO TRACT N.
21. AN ORDINARY HIGH WATER LINE (OHWL) ELEVATION HAS NOT BEEN DETERMINED FOR JOHN'S LAKE AS OF THE DATE OF THIS PLAT. THE APPROXIMATE EDGE OF WATER DEPICTED ON THIS PLAT IS NOT THE ORDINARY HIGH WATER LINE. THE STATE OF FLORIDA OWNS TITLE, AS SOVEREIGN LANDS, TO THOSE LANDS LYING WATERWARD OF THE OHWL FOR JOHN'S LAKE, WHICH AFFECTS THE LOCATION OF THE BOUNDARY LINES FOR LAKEFRONT LOTS AND TRACTS. THE EXACT LOCATION OF LAKE FRONT LOTS' AND TRACTS' LAKESIDE LOT LINE ARE NOT DEPICTED ON THE PLAT. IN ORDER TO ENSURE THAT THERE IS NO GAP BETWEEN SOVEREIGN LANDS AND LAKE FRONT LOTS AND TRACTS AND THAT NO LAKE FRONT LOTS AND TRACTS INCLUDE SOVEREIGN LANDS, ALL LAKEFRONT LOTS AND TRACTS SHALL EXTEND OR DETRACT TO THE OHWL OF JOHN'S LAKE NOTWITHSTANDING THE GRAPHICAL DEPICTION OF LOTS AND TRACTS ABUTTING A WITNESS LINE, NORMAL HIGH WATER LINE OR SAFE UPLAND LINE.
22. THE NORMAL HIGH WATER LINE (NHWL) ELEVATION OF 98.4 FEET (NGVD 29 DATUM) WAS ESTABLISHED BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS IN APRIL 1984 PER ORANGE COUNTY LAKE INDEX (DATED JUNE 2009). THE NORMAL HIGH WATER LINE IS NOT THE SAME AS THE ORDINARY HIGH WATER LINE AND IS USED BY LOCAL JURISDICTIONS TO DETERMINE BUILDING SETBACKS AND OTHER LOCAL GOVERNMENTAL REQUIREMENTS.
23. NO EASEMENT DEDICATED BY THIS PLAT, INCLUDING WITHOUT LIMITATION, TO THE CITY OF WINTER GARDEN, THE PUBLIC (IF APPLICABLE), OR TO ANY HOMEOWNERS' ASSOCIATION, SHALL BE TERMINATED OR MODIFIED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF WINTER GARDEN.
24. ALL UTILITY EASEMENTS CREATED BY THIS PLAT (INCLUDING THOSE UTILITY EASEMENTS WITHIN THE EASEMENTS REFERENCED ABOVE) ARE DEDICATED TO THE CITY OF WINTER GARDEN. THE CITY OF WINTER GARDEN'S RIGHTS IN UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE SUPERIOR TO ALL OTHERS AND NO UTILITIES OR OTHER IMPROVEMENTS SHALL BE PERMITTED TO CONFLICT OR INTERFERE WITH THE CITY'S UTILITY IMPROVEMENTS WITHIN SUCH UTILITY EASEMENT AREAS. THE CITY OF WINTER GARDEN SHALL ONLY BE RESPONSIBLE FOR THE MAINTENANCE OF UTILITIES IT ACCEPTS AND/OR INSTALLS WITHIN THE UTILITY EASEMENT AREAS.
25. SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THAT CERTAIN CONSERVATION EASEMENT WITH ST. JOHNS RIVER WATER MANAGEMENT DISTRICT TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, NO CONSTRUCTION, CLEARING, GRADING, ALTERATIONS OR IMPERVIOUS SURFACES IN THE UPLAND BUFFER & OPEN SPACE PRESERVATION TRACT BUFFER AREA IS PERMITTED OTHER THAN BOAT DOCKS AND BOARDWALKS.
26. TRACTS MM, NN, OO, PP AND QQ ARE TO BE CONVEYED VIA SPECIAL WARRANTY DEED TO THE CITY OF WINTER GARDEN.

SHEET 2 OF 7



Dewberry

131 West Kaley Street
 Orlando, Florida 32806
 Phone: 321.354.9826 Fax: 407.648.9104
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 CERTIFICATE OF AUTHORIZATION No. LB 8011

SHEET INDEX

SHEET 1 & 2 - COVER SHEET/NOTES
 SHEET 3 - OVERALL MAP
 SHEETS 3 TO 7 - DETAIL SHEETS

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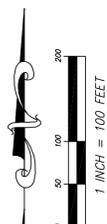
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

WATERSIDE ON JOHNS LAKE - PHASE 2A

BEING A REPLAT OF THE EAST 1/2 OF LOT 32H AND A PORTION OF THE EAST 1/2 OF LOT 21H, LAKE AVALON GROVES REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 81 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK:

PAGE:

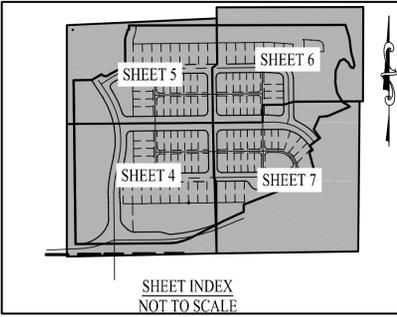


SHEET 3 OF 7

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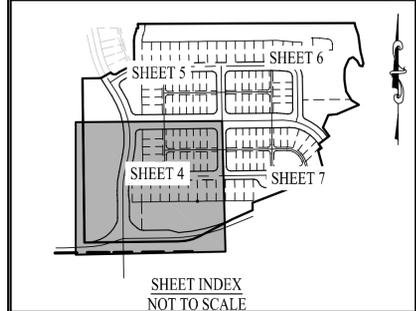
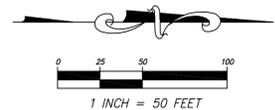


CURVE TABLE (THIS SHEET ONLY)					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	9.26'	57.00	09°18'16"	9.25'	S85°53'33"E
C2	33.38'	57.00	33°33'32"	32.91'	S64°27'38"E
C3	38.40'	466.50	04°42'59"	38.39'	S01°48'49"W
C4	40.17'	25.00	92°03'26"	35.98'	S50°12'02"W
C5	31.59'	25.00	72°23'36"	29.53'	S40°22'06"W
C6	8.58'	25.00	19°39'50"	8.54'	S86°23'50"W
C7	39.07'	322.00	06°57'06"	39.04'	S87°14'48"E
C16	39.27'	25.00	90°00'00"	35.36'	N44°16'39"E
C17	26.35'	271.00	05°34'14"	26.34'	S87°56'14"E
C18	42.30'	25.00	96°56'53"	37.43'	S36°40'41"E
C19	57.06'	300.00	10°53'53"	56.98'	S85°16'25"E
C20	136.77'	533.50	14°41'20"	136.40'	N04°27'06"E
C21	360.33'	466.50	44°15'22"	351.44'	N10°19'55"W
C22	24.35'	15.50	90°00'00"	21.92'	S44°16'39"W
C23	24.35'	15.50	90°00'00"	21.92'	S45°43'21"E
C54	39.27'	25.00	90°00'00"	35.36'	N45°43'21"W
C55	40.22'	25.00	92°10'13"	36.02'	S43°11'32"W
C86	386.21'	500.00	44°15'22"	376.68'	N10°19'55"W
C107	198.88'	500.00	22°47'22"	197.57'	N00°24'05"E
C108	93.55'	500.00	10°43'12"	93.41'	S04°48'55"W
C109	14.14'	500.00	01°37'14"	14.14'	S10°59'09"W
C110	107.69'	500.00	12°20'26"	107.49'	S05°37'33"W

WATERSIDE ON JOHNS LAKE - PHASE 2A

BEING A REPLAT OF THE EAST 1/2 OF LOT 32H AND A PORTION OF THE EAST 1/2 OF LOT 21H, LAKE AVALON GROVES REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 81 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK: PAGE:



SHEET INDEX NOT TO SCALE

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

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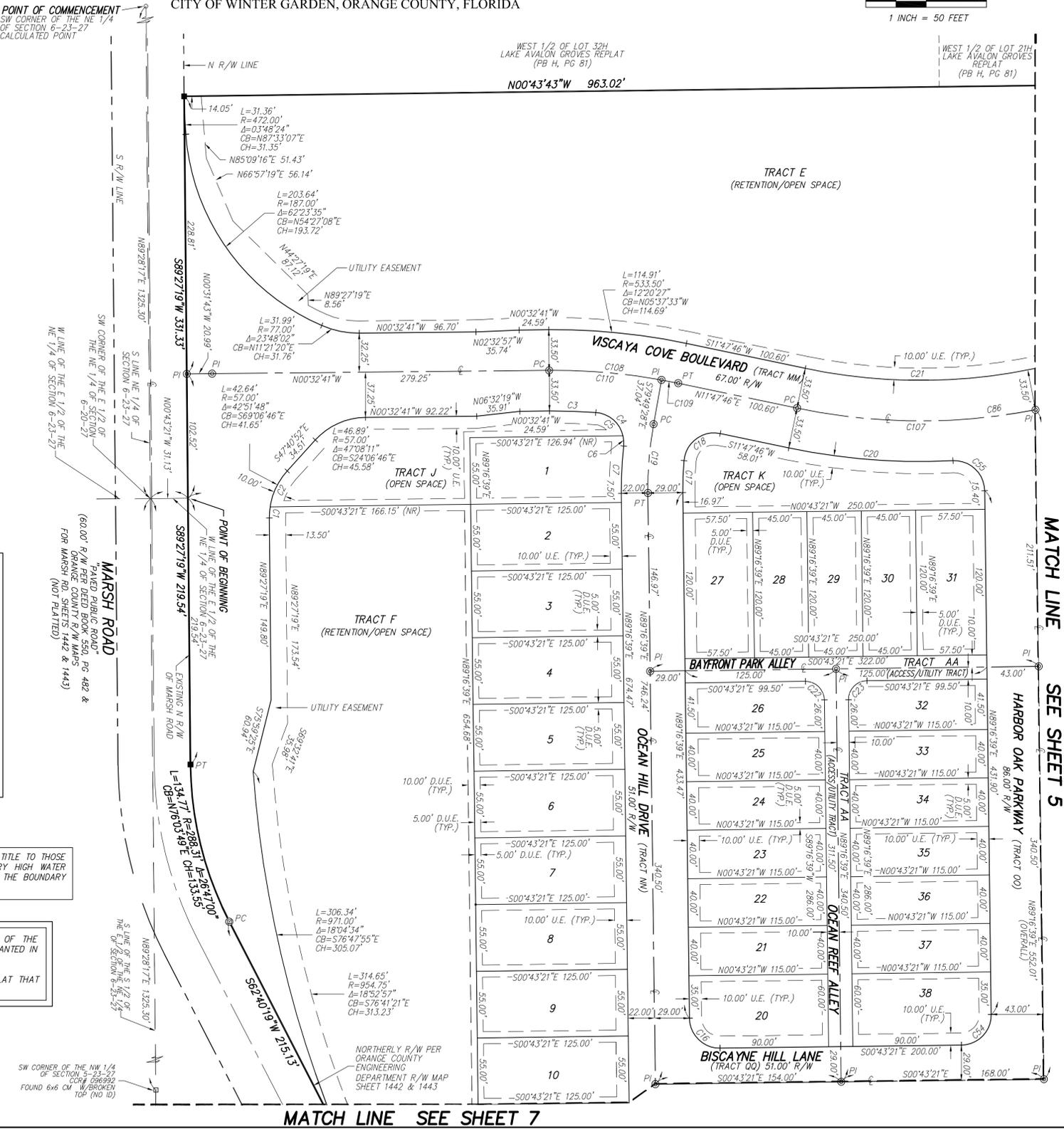
THE STATE OF FLORIDA MAY OWN OR CLAIM TITLE TO THOSE LANDS LYING WATERWARD OF THE ORDINARY HIGH WATER LINE WHICH MAY AFFECT THE LOCATION OF THE BOUNDARY LINE OF THE PROPERTY FRONTING THE LAKE.

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SHEET 4 OF 7

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 PHONE: 321.354.9826 FAX: 407.648.9104
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MATCH LINE SEE SHEET 7

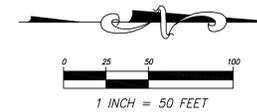
MATCH LINE SEE SHEET 5

WATERSIDE ON JOHNS LAKE - PHASE 2A

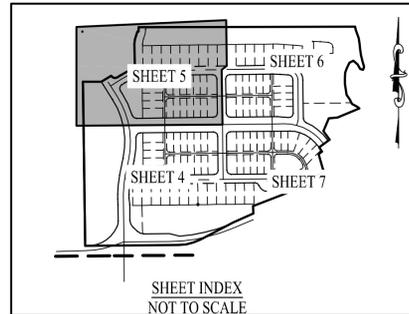
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PLAT BOOK:

PAGE:



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CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C21	360.33'	466.50	44°15'22"	351.44'	N10°19'35"W
C81	39.27'	25.00	90°00'00"	35.36'	N44°16'39"E
C82	39.27'	25.00	90°00'00"	35.36'	N44°16'39"E
C83	24.35'	15.50	90°00'00"	21.92'	S44°16'39"W
C84	24.35'	15.50	90°00'00"	21.92'	S45°43'21"E
C85	32.14'	25.00	73°39'27"	29.97'	S53°53'38"E
C86	386.21'	500.00	44°15'22"	376.68'	N10°19'55"W
C87	143.35'	533.50	152°3'42"	142.92'	N24°45'45"W
C88	39.27'	25.00	90°00'00"	35.36'	S12°32'24"W
C89	150.11'	271.00	31°44'15"	148.20'	S73°24'31"W
C90	110.08'	271.00	23°16'25"	109.32'	S69°10'36"W
C91	40.03'	271.00	08°27'50"	40.00'	S85°02'44"W
C94	166.18'	300.00	31°44'15"	164.06'	N73°24'31"E
C95	74.99'	322.00	13°20'36"	74.82'	S64°12'42"W
C96	103.37'	322.00	18°23'39"	102.93'	S80°04'49"W
C97	48.36'	322.00	08°36'17"	48.31'	S78°45'18"W
C98	34.96'	322.00	06°13'12"	34.94'	S86°10'03"W
C101	33.98'	77.50	25°07'14"	33.71'	S11°50'16"W
C102	53.71'	122.50	25°07'14"	53.28'	N11°50'16"E
C104	21.38'	500.00	02°26'59"	21.38'	N31°14'07"W
C105	22.81'	533.50	02°26'59"	22.81'	S31°14'07"E
C106	187.33'	500.00	21°28'00"	186.24'	N21°43'36"W



PLAT LEGEND	
± MORE OR LESS IDENTIFICATION	RP RADIAL POINT (T.Y.P.) TYPICAL
ORB OFFICIAL RECORD BOOK	L LENGTH
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CL CENTERLINE	PT POINT OF TANGENCY
□ FOUND CONCRETE MONUMENT AS NOTED	PRC POINT OF REVERSE CURVATURE
■ SET 4" x 4" CONCRETE MONUMENT (PRM LB 8011)	R/W RIGHT OF WAY
PRM PERMANENT REFERENCE MONUMENT	(R) RADIAL
⊙ SET NAIL & DISK (PCP LB 8011)	(NR) NON RADIAL
PCP PERMANENT CONTROL POINT	CM CONCRETE MONUMENT
○ SET 5/8" IRON ROD & CAP (LB 1221)	LB LICENSED BUSINESS
▲ CHANGE IN DIRECTION (R/W LINE)	LS LAND SURVEYOR
▲ CHANGE IN DIRECTION (UPLAND BUFFER)	FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
D.E. DRAINAGE EASEMENT	EL ELEVATION
U.E. UTILITY EASEMENT	FEMA FEDERAL EMERGENCY MANAGEMENT ASSOCIATION
IP IRON PIPE	PI POINT OF INTERSECTION
NAVD NORTH AMERICAN VERTICAL DATUM	D.W.E. DRAINAGE & WALL EASEMENT
NGVD NATIONAL GEODETIC VERTICAL DATUM	D.U.&S.E.E. DRAINAGE, UTILITY & SIDEWALK ENCROACHMENT EASEMENT
D.U.E. DRAINAGE & UTILITY EASEMENT	
PNT POINT OF NON TANGENCY	

SHEET INDEX
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SHEETS 3 TO 7 - DETAIL SHEETS

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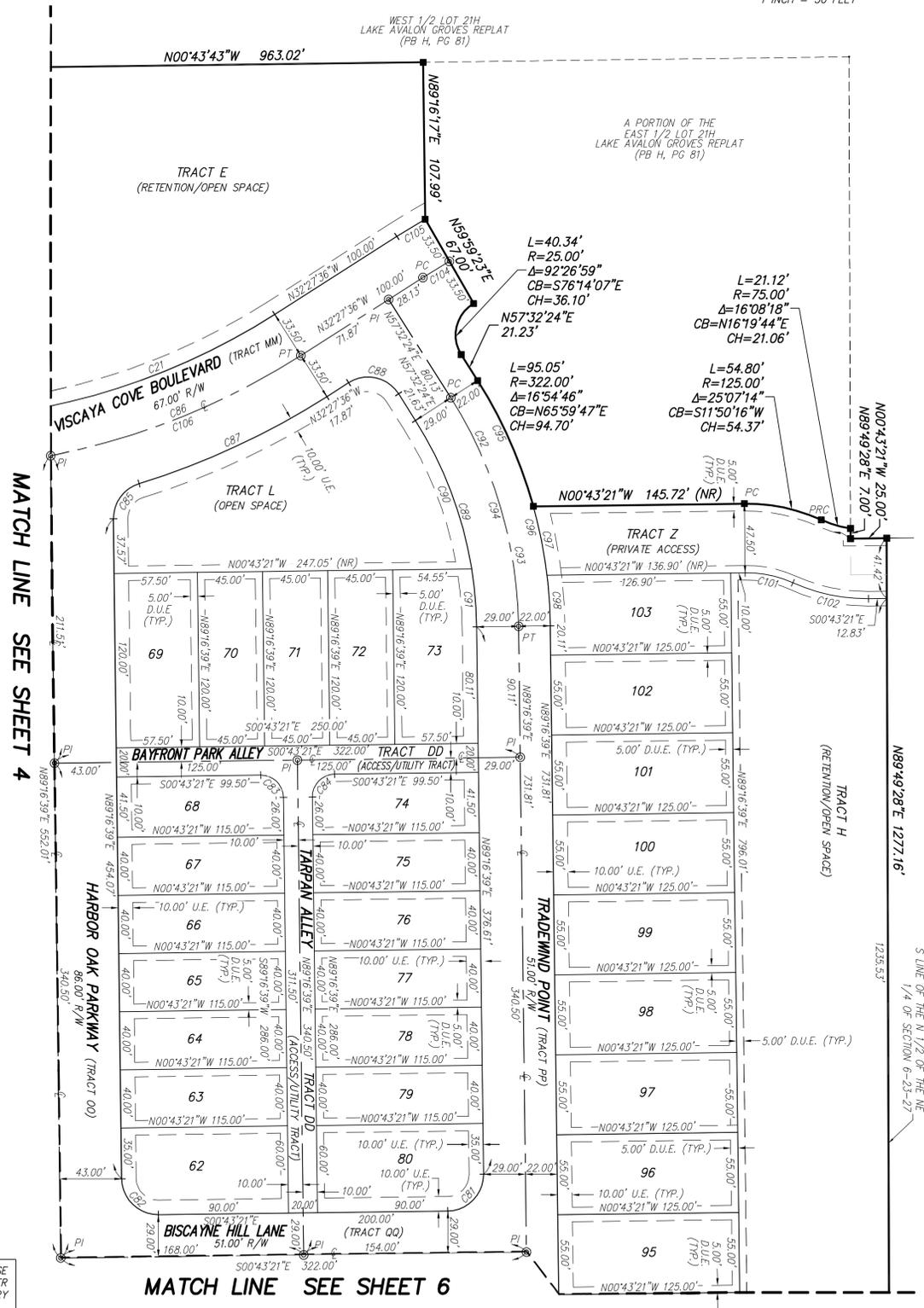
SHEET 5 OF 7

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

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

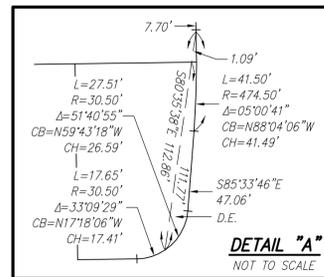
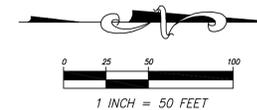


WATERSIDE ON JOHNS LAKE - PHASE 2A

BEING A REPLAT OF THE EAST 1/2 OF LOT 32H AND A PORTION OF THE EAST 1/2 OF LOT 21H, LAKE AVALON GROVES REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 81 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK:

PAGE:



CURVE TABLE (THIS SHEET ONLY)

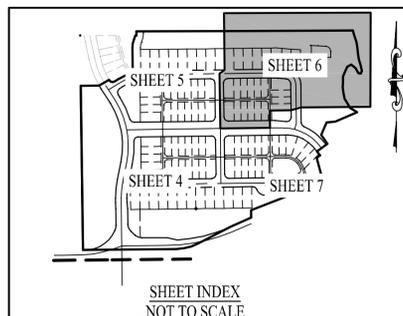
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C62	39.27'	25.00'	90°00'00"	35.36'	S45°43'21"E
C63	7.83'	15.50'	28°56'19"	7.75'	S74°48'29"W
C64	7.83'	15.50'	28°56'19"	7.75'	S76°15'12"E
C65	39.27'	25.00'	90°00'00"	35.36'	S44°16'39"W
C66	24.35'	15.50'	90°00'00"	21.92'	N44°16'39"E
C67	24.35'	15.50'	90°00'00"	21.92'	N45°43'21"W
C68	2.30'	474.50'	00°16'40"	2.30'	S89°24'58"W
C69	40.43'	474.50'	04°52'56"	40.42'	N88°00'14"W
C70	45.16'	30.50'	84°50'25"	41.15'	N43°08'34"W
C71	45.34'	503.50'	05°09'35"	45.33'	N88°08'34"W
C72	88.84'	60.00'	84°50'25"	80.95'	N43°08'34"W
C73	46.94'	81.50'	32°59'46"	46.29'	N17°13'14"W
C74	64.64'	81.50'	45°26'35"	62.96'	N56°26'25"W
C75	9.10'	81.50'	06°24'03"	9.10'	N82°21'44"W
C76	120.68'	81.50'	84°50'25"	109.95'	N43°08'34"W
C77	44.03'	525.50'	04°48'00"	44.01'	N87°57'46"W
C78	3.30'	525.50'	00°21'35"	3.30'	S89°27'26"W
C79	47.32'	525.50'	05°09'35"	47.31'	N88°08'34"W
C80	42.73'	474.50'	05°09'35"	42.72'	N88°08'34"W

LINE TABLE

LINE	BEARING	LENGTH
L30	S13°30'03"E	17.81'
L31	S17°30'19"E	55.08'
L32	S10°08'59"E	33.24'
L33	S4°11'22"E	30.98'
L34	S9°44'35"E	37.80'
L35	S10°59'13"E	32.85'
L36	S13°09'30"E	35.18'
L37	S23°28'00"W	10.08'
L38	S88°03'49"W	10.04'
L39	N30°58'06"W	31.41'
L40	N46°03'41"W	35.61'
L41	S66°11'37"W	31.42'
L42	S22°35'43"W	40.87'
L43	S20°24'44"W	25.37'
L44	S6°10'41"W	32.11'
L45	S0°12'27"E	33.30'
L46	S10°36'48"E	35.14'
L47	S7°34'38"E	32.87'
L48	S31°30'48"E	33.48'
L49	S31°48'56"E	29.31'

PLAT LEGEND

± MORE OR LESS	RP RADIAL POINT
ID IDENTIFICATION	(T.Y.P.) TYPICAL
ORB OFFICIAL RECORD BOOK	L LENGTH
DB DEED BOOK	R RADIUS
PB PLAT BOOK	Δ DELTA
PC PAGE	CB CHORD BEARING
CDR CERTIFIED CORNER RECORD	CH CHORD DISTANCE
RHPZ RIPARIAN HABITAT PROTECTION ZONE	PC POINT OF CURVATURE
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POP PERMANENT CONTROL POINT	LB LICENSED BUSINESS
○ SET 5/8" IRON ROD & CAP (LB 1221)	LS LAND SURVEYOR
— CHANGE IN DIRECTION (R/W LINE)	FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
▲ CHANGE IN DIRECTION (UPLAND BUFFER)	EL ELEVATION
D.E. DRAINAGE EASEMENT	FEMA FEDERAL EMERGENCY MANAGEMENT ASSOCIATION
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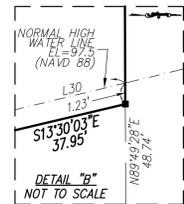
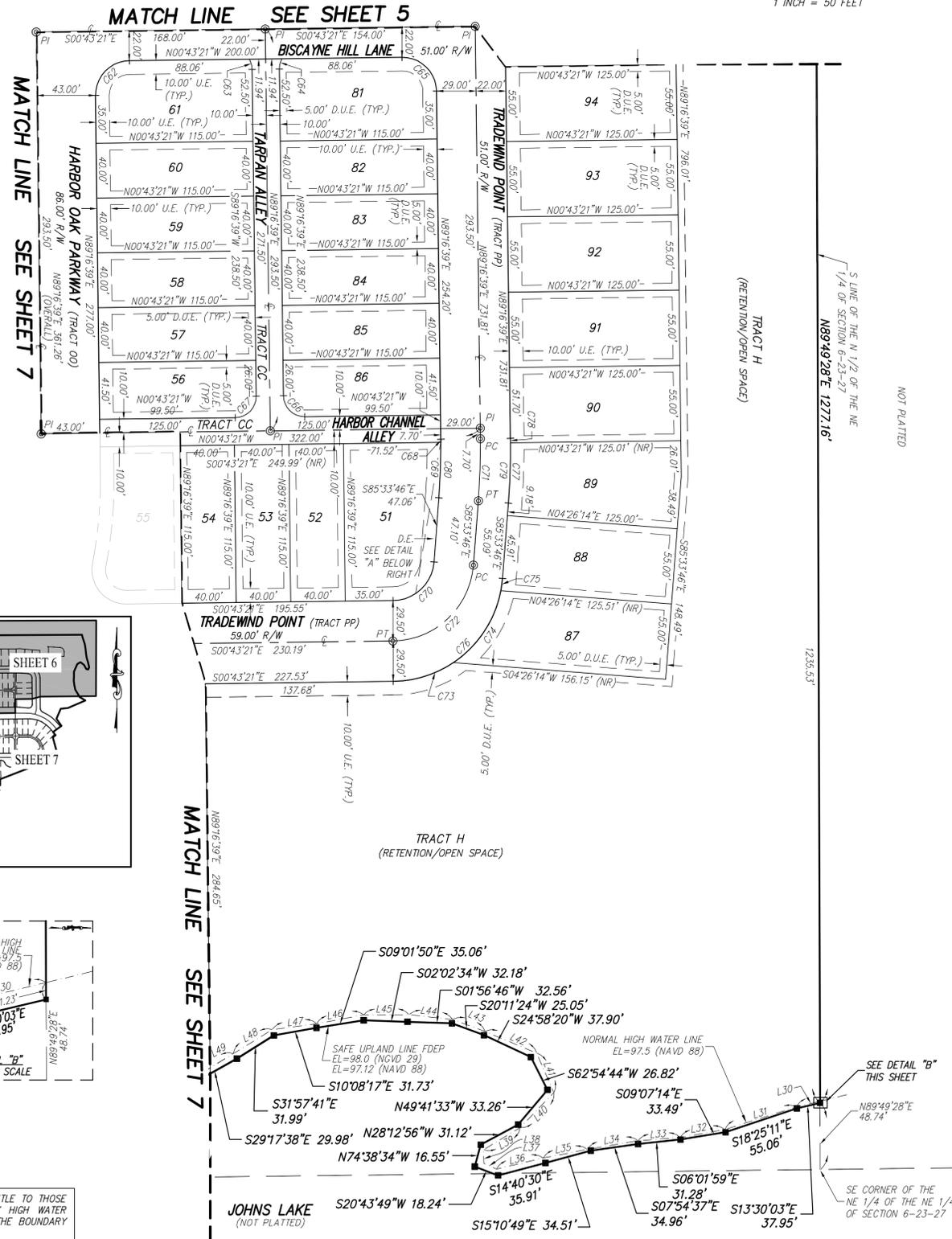
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SHEET 6 OF 7



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
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CERTIFICATE OF AUTHORIZATION NO. LB 8011

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



CURVE TABLE (THIS SHEET ONLY)					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C8	30.89'	25.00	70°47'42"	28.96'	N55°19'30"W
C9	223.24'	51.00	250°47'42"	83.15'	N34°40'30"E
C10	148.80'	51.00	167°10'15"	101.36'	N76°29'13"E
C11	10.07'	51.00	11°18'28"	10.05'	N12°45'08"W
C12	33.69'	51.00	37°50'49"	33.08'	N37°19'47"W
C13	10.48'	51.00	11°46'25"	10.46'	N62°08'24"W
C14	20.20'	51.00	22°41'45"	20.07'	N79°22'29"W
C15	39.27'	25.00	90°00'00"	35.36'	S45°43'21"E
C24	7.83'	15.50	28°56'19"	7.75'	S74°48'29"W
C25	7.83'	15.50	28°56'19"	7.75'	S76°15'12"E
C26	24.35'	15.50	90°00'00"	21.92'	N45°43'21"W
C27	24.35'	15.50	90°00'00"	21.92'	N44°16'39"E
C28	24.35'	15.50	90°00'00"	21.92'	S45°43'21"E
C29	24.35'	15.50	90°00'00"	21.92'	S44°16'39"W
C30	29.13'	15.50	107°41'01"	25.03'	S54°33'52"E
C31	12.88'	15.50	47°37'01"	12.51'	N23°05'09"E
C32	15.34'	25.50	34°28'10"	15.11'	N16°30'44"E
C33	33.55'	20.50	93°46'01"	29.93'	N24°42'37"E
C34	39.86'	117.50	19°26'05"	39.66'	N31°53'26"W
C35	11.91'	137.50	04°57'54"	11.91'	S39°07'31"W
C36	25.64'	110.00	13°21'10"	25.58'	N48°17'03"W
C37	32.69'	110.00	17°01'40"	32.57'	N63°28'28"W
C38	33.02'	110.00	17°11'52"	32.89'	N80°35'14"W
C39	2.95'	110.00	01°32'11"	2.95'	N89°57'16"W
C40	42.02'	137.50	17°30'31"	41.85'	N27°53'19"W
C41	1.75'	137.50	00°43'42"	1.75'	N18°46'13"W
C42	55.68'	137.50	23°12'06"	55.30'	N30°00'25"W
C43	94.29'	110.00	49°06'53"	91.43'	N66°09'55"W
C44	51.63'	127.50	23°12'06"	51.28'	N30°00'25"W
C45	85.72'	100.00	49°06'53"	83.12'	N66°09'55"W
C46	18.96'	252.50	04°18'08"	18.95'	N38°18'45"W
C47	52.17'	252.50	11°50'17"	52.08'	N46°22'57"W
C48	38.14'	252.50	08°39'16"	38.10'	N56°37'44"W
C49	109.27'	252.50	24°47'41"	108.42'	N48°33'31"W
C50	34.38'	180.50	10°54'51"	34.33'	N66°24'48"W
C51	59.39'	180.50	18°51'08"	59.12'	N81°17'47"W
C52	93.77'	180.50	29°46'00"	92.72'	N75°50'22"W
C53	39.27'	25.00	90°00'00"	35.36'	S44°16'39"W
C55	272.35'	286.00	54°33'41"	262.18'	N63°26'31"W
C56	194.74'	286.00	39°00'50"	191.00'	N55°40'06"W
C57	77.61'	286.00	15°32'51"	77.37'	N82°56'56"W
C58	169.28'	319.50	30°21'26"	167.31'	N51°20'24"W
C59	28.71'	25.00	65°47'46"	27.16'	N33°37'14"E
C60	44.35'	25.00	101°38'20"	38.76'	N50°05'49"E
C61	64.90'	319.50	11°38'20"	64.79'	N84°54'11"W
C111	15.71'	1045.25	00°51'39"	15.71'	S67°40'42"W
C112	5.72'	1192.16	00°16'30"	5.72'	S68°58'55"W
C113	314.65'	954.75	18°52'57"	313.23'	S76°41'21"E
C114	306.34'	971.00	18°04'34"	305.07'	S76°47'55"E

PLAT LEGEND	
± MORE OR LESS	RP RADIAL POINT
ID IDENTIFICATION	(T.Y.P.) TYPICAL
ORB OFFICIAL RECORD BOOK	L LENGTH
DB DEED BOOK	R RADIUS
PB PLAT BOOK	Δ DELTA
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CCR CERTIFIED CORNER RECORD	CH CHORD DISTANCE
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PCP PERMANENT CONTROL POINT	CM CONCRETE MONUMENT
○ SET 5/8" IRON ROD & CAP (LB 1221)	LB LICENSED BUSINESS
▲ CHANGE IN DIRECTION (R/W LINE)	LS LAND SURVEYOR
▲ CHANGE IN DIRECTION (UPLAND BUFFER)	FDEP FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
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SHEET 7 OF 7

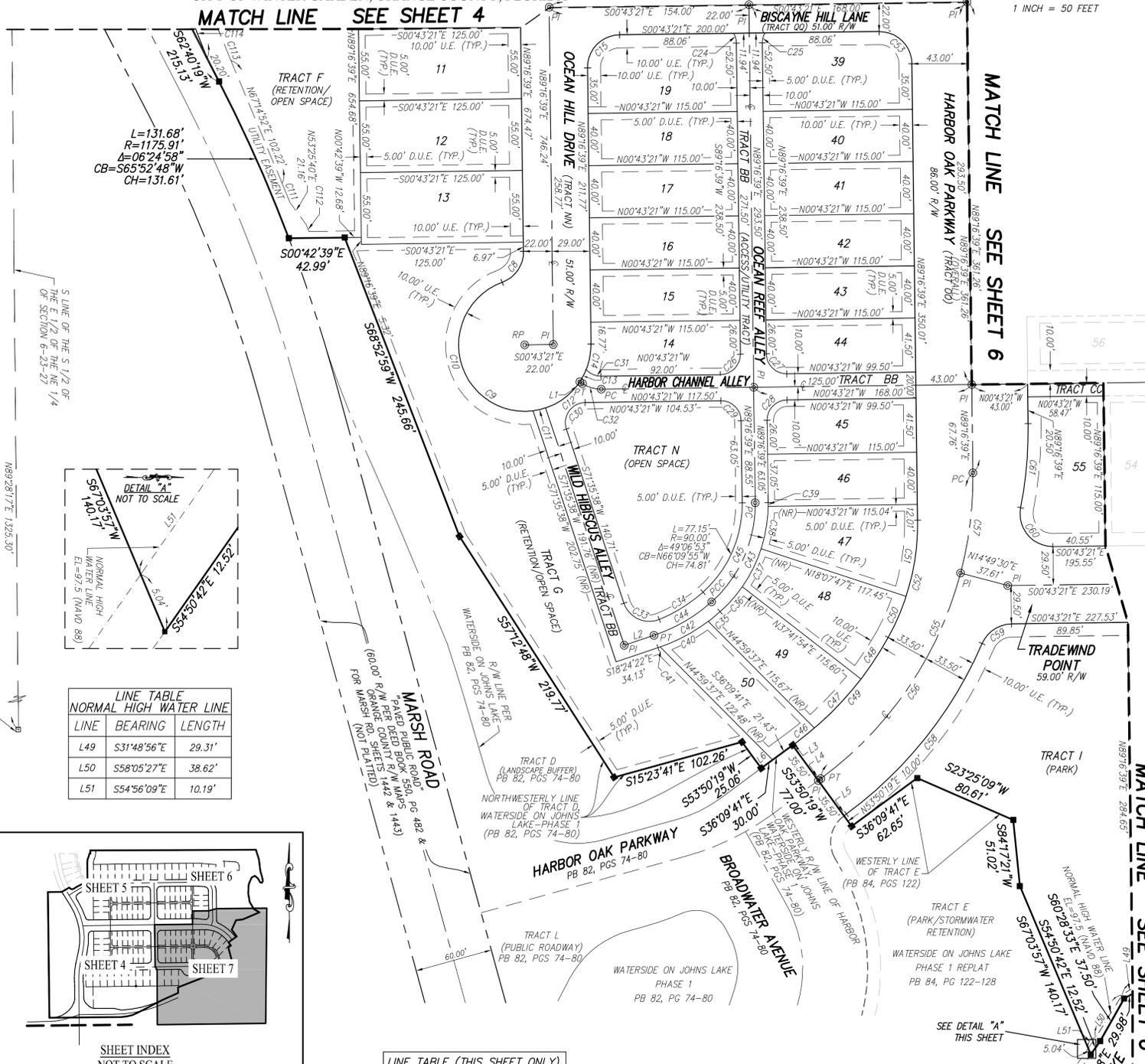
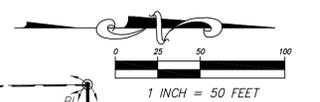


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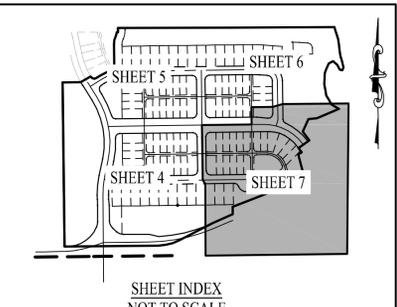
WATERSIDE ON JOHNS LAKE - PHASE 2A

BEING A REPLAT OF THE EAST 1/2 OF LOT 32H AND A PORTION OF THE EAST 1/2 OF LOT 21H, LAKE AVALON GROVES REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK H, PAGE 81 PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A PORTION OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

PLAT BOOK: PAGE:



LINE TABLE NORMAL HIGH WATER LINE		
LINE	BEARING	LENGTH
L49	S31°48'56"E	29.31'
L50	S58°05'27"E	38.62'
L51	S54°56'09"E	10.19'



LINE TABLE (THIS SHEET ONLY)		
LINE	BEARING	LENGTH
L1	N33°44'49"E	2.45'
L2	S18°24'22"E	24.13'
L3	S36°09'41"E	2.34'
L4	S36°09'41"E	2.34'
L5	S36°09'41"E	2.34'
L6	S36°09'41"E	10.91'

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CITY OF WINTER GARDEN

Development Review Committee

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

(407) 656-4111 - FAX (407) 877-2363

MEMORANDUM

TO: STEVE PASH, COMMUNITY DEVELOPMENT MANAGER
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: MARCH 6, 2016
SUBJECT: WATERSIDE ON JOHNS LAKE PH 2A - REVIEW OF REVISED FINAL PLAT
 McKINNON CORP/STANDARD PACIFIC HOMES

Pursuant to your request, we have reviewed the final plat information received 2/29/16 for compliance with the City's subdivision requirements. Our review has been limited to the overall engineering issues and does not include review for compliance with F.S. Chapter 177 that is being performed by the City's Reviewing Surveyor and City Attorney. These plans were submitted in response to our PUD comments dated 8/14/12, preliminary plat comments of 8/20/13, latest final construction plan comments of 6/05/15 and 8/04/15, final plat review of 2/16/16 and DRC meeting of 1/20/16 where it was returned for "staff review only".

ENGINEERING COMMENTS

We recommend approval subject to approval by all other departments, and the following conditions and comments:

1. Final signed mylar, along with all other original executed documents, will be required prior to scheduling for the City Commission meeting, after Staff approval.
2. Lot numbering shall meet the requirements of Chapter 177 F.S. Lot numbers on final construction plan as-builts shall match the recorded plat lot numbering.
3. All recording information needs to be inserted where appropriate once available.
4. Transfer of all common areas, tracts, and rights-of-way to the HOA and the City shall take place prior to or with final plat recording (via deed). Draft quit claim deeds have been provided to the City Attorney and City's Reviewing Surveyor for review.
5. Performance Bond: The improvements are not completed. A Performance bond or letter of credit in the amount of **120%** of the cost of all incomplete improvements shall be provided to the City, based on the Design Engineer's certification and executed construction contract (final pay application). Performance Bond/LOC amount **shall include cost of street lighting from Duke Energy (if not already installed); street and regulatory signs, required landscaping, walls, amenities, etc.** City Attorney shall approve the form of the bond or letter of credit prior to final plat recording. **Final plat will not be forwarded to the City Commission for approval without performance bond (unless C of C has been issued).**

The Design Engineer has provided a certified breakdown of construction cost for this phase. Based on that certification of \$2,487,973.29, a performance bond (rider) has been submitted in the amount of **\$2,985,567.95**, representing 120% of the cost of incomplete items (with a completion date of **June 30, 2016** - which may need to be revised - Bond #0193321).

6. Maintenance Bond: A maintenance bond or letter of credit is required in the amount of **20%** of the cost of the improvements and shall comply with the City's ordinance concerning duration. This item can be delayed until the improvements have been installed as a condition of issuing the Certificate of Completion. Design Engineer shall provide total cost of this phase, including Contractor's final pay application, for determination of Maintenance Bond amount.

7. The Certificate of Completion has not been issued for this phase. Upon completion of all improvements, the Design Engineer shall provide signed and sealed as-built record drawings (2 sets), electronic copies of record drawings (pdf and CAD), all permitting clearances, and a certification letter stating that all improvements have been completed in substantial compliance with the approved plans and specifications. Copies of all clearances, certifications, etc. from other permitting agencies shall be provided to the City.
8. Approval of Certificate of Completion will be contingent upon having all improvements, fire protection, street lighting, street signs and regulatory signage and striping installed, approved and accepted by the City of Winter Garden. Other than for model homes as specified in Code, no additional building permits and no certificates of occupancy will be issued for any structure until the Certificate of Completion for the infrastructure has been issued.
9. Sidewalks internal to the development shall be constructed adjacent to all lands not containing building lots prior to final acceptance. This shall include all stormwater, conservation, lift station, or recreation tracts, abutting roadways, pedestrian walkways, etc. Sidewalks external to the development shall be constructed upon final completion.
10. Streetlighting must be installed and operating as a condition of issuing the Certificate of Completion. Other than for model homes as specified in Code, no building permits or certificates of occupancy will be granted on any house until all of the above have been completed and accepted by the City and the Certificate of Completion has been issued.
11. Documentation that all outstanding fees owed the City for review by legal, surveying and engineering consultants shall be provided prior to final plat recording by the City's Finance Department.
12. Design Engineer has provided certification that he has reviewed the plat and that it provides all necessary easements for drainage, access and utilities. Easement widths shall comply with City Code and approved construction plans (30' minimum).
13. Additional comments may be generated at subsequent reviews.

Please review this information and contact our office if you have any questions. Thank you.

END OF MEMORANDUM

CITY OF WINTER GARDEN

Development Review Committee

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

(407) 656-4111 - FAX (407) 877-2363

MEMORANDUM

TO: STEVE PASH, COMMUNITY DEVELOPMENT MANAGER
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: MARCH 7, 2016
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 McKINNON CORP/STANDARD PACIFIC HOMES

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4. Transfer of all common areas, tracts, and rights-of-way to the HOA and the City shall take place prior to or with final plat recording (via deed). Draft quit claim deeds have been provided to the City Attorney and City's Reviewing Surveyor for review.
5. Performance Bond: The improvements are not completed. A Performance bond or letter of credit in the amount of **120%** of the cost of all incomplete improvements shall be provided to the City, based on the Design Engineer's certification and executed construction contract (final pay application). Performance Bond/LOC amount **shall include cost of street lighting from Duke Energy (if not already installed); street and regulatory signs, required landscaping, walls, amenities, etc.** City Attorney shall approve the form of the bond or letter of credit prior to final plat recording. **Final plat will not be forwarded to the City Commission for approval without performance bond (unless C of C has been issued).**

The Design Engineer has provided a certified breakdown of construction cost for this phase. Based on that certification of \$2,487,973.29, a performance bond (rider) has been submitted in the amount of **\$2,985,567.95**, representing 120% of the cost of incomplete items (with a completion date of **June 30, 2016** - which may need to be revised - Bond #0193321).

6. Maintenance Bond: A maintenance bond or letter of credit is required in the amount of **20%** of the cost of the improvements and shall comply with the City's ordinance concerning duration. This item can be delayed until the improvements have been installed as a condition of issuing the Certificate of Completion. **Design Engineer shall provide total cost of this phase, including Contractor's final pay application, for determination of Maintenance Bond amount.**

7. The Certificate of Completion has not been issued for this phase. Upon completion of all improvements, the Design Engineer shall provide signed and sealed as-built record drawings (2 sets), electronic copies of record drawings (pdf and CAD), all permitting clearances, and a certification letter stating that all improvements have been completed in substantial compliance with the approved plans and specifications. Copies of all clearances, certifications, etc. from other permitting agencies shall be provided to the City.
8. Approval of Certificate of Completion will be contingent upon having all improvements, fire protection, street lighting, street signs and regulatory signage and striping installed, approved and accepted by the City of Winter Garden. Other than for model homes as specified in Code, no additional building permits and no certificates of occupancy will be issued for any structure until the Certificate of Completion for the infrastructure has been issued.
9. Sidewalks internal to the development shall be constructed adjacent to all lands not containing building lots prior to final acceptance. This shall include all stormwater, conservation, lift station, or recreation tracts, abutting roadways, pedestrian walkways, etc. Sidewalks external to the development shall be constructed upon final completion.
10. Streetlighting must be installed and operating as a condition of issuing the Certificate of Completion. Other than for model homes as specified in Code, no building permits or certificates of occupancy will be granted on any house until all of the above have been completed and accepted by the City and the Certificate of Completion has been issued.
11. Documentation that all outstanding fees owed the City for review by legal, surveying and engineering consultants shall be provided prior to final plat recording by the City's Finance Department.
12. Design Engineer has provided certification that he has reviewed the plat and that it provides all necessary easements for drainage, access and utilities. Easement widths shall comply with City Code and approved construction plans (30' minimum).
13. Additional comments may be generated at subsequent reviews.

Please review this information and contact our office if you have any questions. Thank you.

END OF MEMORANDUM

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Don Cochran
Asst. City Manager – Public Services

Via: Mike Bollhoefer
City Manager

Date: March 16, 2016 **Meeting Date:** March 24, 2016

Subject: Purchase of Two (2) Solid Waste Automated Side Load Trucks

Issue: Due to increased housing starts and influx of residents there has been approximately a 32% increase in solid waste customers over the last 3 years with additional housing starts expected. Estimates show an increase of 3,470 households being served raising the total to 14,302 households. The purchase of these trucks will address the increase in the City's solid waste customer base.

The purchase amount per truck is \$266,968.90 for a total purchase of \$533,937.80.

This is a recommended purchase utilizing the Florida Sheriff Association (FSA) standardized state contract under bid no. 15-13-0904.

Recommended Action: Motion to approve the purchase of two (2) solid waste automated side load trucks from Nextran Truck Center per the FSA state contract bid no. 15-13-0904 for a total of \$533,937.80.

Attachments/References: Price Quotes from Nextran Truck Center

BUYER'S ORDER



Sold to: City of Winter Garden
 300 West Plant St.
 Winter Garden, FL 34787

Invoice Number:
 Date: October 5, 2015
 PO #:
 Salesman: Brian Carmody

Make	Year	Model	Type	VIN NUMBER	Amount
MACK	2016	LEU613	NEW	10673	\$ 267,214.40
Total Selling Price: \$					267,214.40

**IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID NO. 15-13-0904
 SPECIFICATION # 15, TANDEM AXLE REFUSE TRUCK, PAGE 610**

FSA TRUCK SPECIFICATION

ORDER CODE	OPTION	PRICE
SPEC #15	MACK MR SERIES	\$ 138,997.00
1001650	ENGINE UPGRADE 345HP	\$ 829.00
MRU66000	66,000 GVWR PACKAGE	\$ 698.00
FEPTO-pkg	FRONT ENGINE PTO	\$ 1,461.00
1442102	DUAL STEERING	\$ 4,599.00
9011359	(8) 315/80R22.5 TIRES	\$ 2,390.40
TOTAL CHASSIS	PRICE	\$ 148,974.40
NEW WAY BODY	31 YD SIDEWINDER	\$ 118,240.00
TOTAL	PRICE	\$ 267,214.40

Sub Total: \$	267,214.40
Insta Tag Fee: \$	-
Disposal Fee: \$	14.50
Tire Tax Credit \$	(260.00)
Sub Total: \$	<u>266,968.90</u>

PRICE OF ONE MACK LEU613 TRUCK WITH 31 YD NEW WAY SIDEWINDER BODY

P.O. AMOUNT DUE: \$ 266,968.90

P.O. #

Salesman Signature _____

Customer Signature _____

MV Registration#: MV12152
 Our Service Manager is Joe Ponder
 Our Parts Manager is Matt Lenhart
 Our Sales Manager is Barry Sessions

Feel free to call if you need any assistance!

2200 W. Landstreet Rd., Orlando, FL 32809
 Phone: 800-800-6225 Fax: 407-398-0297