



**CITY COMMISSION AND
COMMUNITY REDEVELOPMENT AGENCY**

AGENDA

CITY HALL COMMISSION CHAMBERS

300 W. Plant Street
Winter Garden, Florida

REGULAR MEETING

February 27, 2025

6:30 p.m.

CALL TO ORDER

Determination of a Quorum

Opening Invocation and Pledge of Allegiance

1. APPROVAL OF MINUTES

Regular Meeting Minutes – February 13, 2025

2. PRESENTATION

A. **Proclamation 25-02**: Multiple Sclerosis Awareness Week March 9-15, 2025 – **Mayor Rees**

B. **Proclamation 25-03**: Flood Awareness Week March 3-9, 2025 – **Mayor Rees**

3. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCES

A. **Ordinance 25-04**: AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, ADDING POLICY 1-1.2.19 AND POLICY 1-1.2.20 OF THE FUTURE LAND USE ELEMENT OF THE WINTER GARDEN COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – **Second reading and public hearing after State Review** – **Planning Director Carson**

B. **Ordinance 25-05** 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 100.5 ± ACRES GENERALLY LOCATED SOUTH OF E PLANT STREET, EAST OF 11TH STREET, WEST OF FLORIDA STATE ROAD 429, AND NORTH OF E MAPLE STREET FROM LOW DENSITY RESIDENTIAL AND RESIDENTIAL NEIGHBORHOOD COMMERCIAL TO NEIGHBORHOOD RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – **Second reading and public hearing after State Review** – **Planning Director Carson**

C. **Ordinance 25-06** 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 22.8 ± ACRES GENERALLY LOCATED SOUTH OF NORTH STREET, EAST OF 9TH STREET, WEST OF 11TH STREET, AND NORTH OF E MAPLE STREET FROM RESIDENTIAL

NEIGHBORHOOD COMMERCIAL AND INSTITUTIONAL TO NEIGHBORHOOD MIXED-USE;
PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – **Second reading
and public hearing after State Review** – **Planning Director Carson**

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

- A. **Ordinance 25-07:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 0.25 +/- ACRES OF LAND GENERALLY LOCATED AT 1144 E PLANT STREET, SOUTH OF E PLANT STREET, NORTH OF CAROL ANDERSON DRIVE, WEST OF S WEST CROWN POINT ROAD, AND EAST OF 11TH STREET, FROM C-2 (ARTERIAL COMMERCIAL DISTRICT) TO CAPUD (CHARACTER AREA PLANNED UNIT DEVELOPMENT); PROVIDING FOR CERTAIN CAPUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE 1144 E PLANT STREET CAPUD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE – **Planning Director Carson**

5. **REGULAR BUSINESS**

- A. Recommendation to approve HDLA Landscape Architects and McCoy Design for planning and designs services relating to signage and interpretations for Tucker Ranch Wellness Park in the amount of **\$136,730.00** – **City Manager Williams**
- B. Recommendation to approve Proposal and Authorize City Manager to award contract to Startesta Construction, LLC to install Windows, Storefront & Curtains for Tucker Ranch Project in the amount of **\$693,000** which includes a 10% contingency – **City Manager Williams**
- C. Recommendation to approve purchase and installation of valve replacement for Daniels Road Reclaimed Water Tank from ASI in the amount of **\$64,068.96** – **Assistant City Manager for Public Services Pash**
- D. Recommendation to approve **INTERLOCAL AGREEMENT** between City of Winter Garden and Orange County for transfer of jurisdiction of portions of certain roads – **Assistant City Manager for Public Services Pash**
- E. Recommendation to approve **SITE PLAN** for 1320 Winter Garden Vineland Road (Lake Apopka Natural Gas Addition) – **Planning Director Carson**
- F. Recommendation to approve **FINAL PLAT** for 3017 Daniels Road (Winter Garden Village Final Plat/Replat), subject to conditions – **Planning Director Carson**
- G. Recommendation to approve **SPECIAL EVENT** – Celtic Festival by Crooked Can Brewery (Plant Street Market) March 14, 15, and 16, 2025, subject to conditions – **Planning Director Carson**
- H. Recommendation to approve **SPECIAL EVENT** - Rotary Club of Winter Garden - Evening at the Pops Concert Event at Newton – Park Saturday, March 29, 2025 - 6:30 p.m., subject to conditions – **Planning Director Carson**

- I. Recommendation to approve **SPECIAL EVENT** - West Orange High Sen'ya Later School Parade Downtown – Wednesday, May 14, 2025 - 5:30 to 6:30 p.m. – **Planning Director Carson**

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

- J. Recommendation to authorize City Manager execute **PURCHASE SALE AGREEMENT** for 186 North Street in the amount of **\$150,000** – **Economic Development Director Hutchinson**

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

6. **MATTERS FROM PUBLIC** – *(Limited to 3 minutes per speaker)*
7. **MATTERS FROM CITY ATTORNEY** – A. Kurt Ardaman
8. **MATTERS FROM CITY MANAGER** – Jon C. Williams
9. **MATTERS FROM MAYOR AND COMMISSIONERS**

ADJOURN to **Regular Meeting** on Thursday, **March 13, 2025** 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 Resolutions 15-04 and 16-02)

Pursuant to Florida Statutes 282.601, 286.603, and the Americans with Disabilities Act (ADA), the City of Winter Garden makes every effort to ensure that those with disabilities have access to electronic information provided to the public, except when compliance with those sections impose an undue burden on the agency. In the event of difficulty accessing this publicly provided information, please contact the City Clerk's Office at (407) 656-4111, Ext. 2297, for assistance.

	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 Ext 2297.		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 Ext. 5455.
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CITY OF WINTER GARDEN

City Commission REGULAR MEETING MINUTES

February 13, 2025

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

Present:

Mayor John Rees
Commissioner District 1 - Lisa L. Bennett
Commissioner District 2 - Iliana R. Jones
Commissioner District 3 - Chloe Johnson
Commissioner District 4 - Colin Sharman

Also Present:

City Manager Jon C. Williams
City Attorney A. Kurt Ardaman
City Clerk Angela J. Grimmage

1. **APPROVAL OF MINUTES**

Motion by Commissioner Sharman to approve regular meeting minutes of January 23, 2025, as submitted. Seconded by Commissioner Jones and carried unanimously 5-0.

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

A. **Ordinance 25-07:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 0.25 +/- ACRES OF LAND GENERALLY LOCATED AT 1144 E PLANT STREET, SOUTH OF E PLANT STREET, NORTH OF CAROL ANDERSON DRIVE, WEST OF S WEST CROWN POINT ROAD, AND EAST OF 11TH STREET, FROM C-2 (ARTERIAL COMMERCIAL DISTRICT) TO CAPUD (CHARACTER AREA PLANNED UNIT DEVELOPMENT); PROVIDING FOR CERTAIN CAPUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE 1144 E PLANT STREET CAPUD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

City Attorney A. Kurt Ardaman read Ordinance 25-07 by title only. Planning Director Kelly Carson described the applicant's plan to rezone property, noting its size and location. She spoke of the proposed buildings, site improvements, and landscaping for the property. Furthermore, Ms. Carson noted that the plans were consistent with the City's comprehensive plan, Code of Ordinances, and overlay standards. Staff recommended approval.

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

Motion by Commissioner Johnson to approve Ordinance 25-07, with second reading and public hearing on February 27, 2025. Seconded by Commissioner Jones and carried unanimously 5-0.

3. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCE

- A. **Ordinance 25-08:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, CODE OF ORDINANCES OF THE CITY OF WINTER GARDEN RELATING TO CODE ENFORCEMENT; PROVIDING FOR THE APPOINTMENT OF A SPECIAL MAGISTRATE BY THE CITY COMMISSION; PROVIDING THAT REFERENCES TO THE CODE ENFORCEMENT BOARD ELSEWHERE IN THE CODE, THE WINTER GARDEN LAND DEVELOPMENT REGULATIONS AND ANY OTHER CODES, ORDINANCES AND RESOLUTIONS OF WINTER GARDEN, FLORIDA, ARE ALSO DEEMED REFERENCES TO THE SPECIAL MAGISTRATE; GRANTING ALL POWERS AND DUTIES AS PRESCRIBED BY FLORIDA LAW TO THE SPECIAL MAGISTRATE, INCLUDING THE AUTHORITY TO ISSUE ORDERS, LEVY FINES, AND ENFORCE DECISIONS; CONFORMING THE PROVISIONS GOVERNING THE CONDUCT OF HEARINGS, ADMINISTRATIVE FINES, COSTS OF REPAIR AND LIENS; PROVIDING FOR ENFORCEMENT PROCEDURES, CONDUCT OF HEARINGS, ADMINISTRATIVE FINES AND LIENS; SETTING FORTH DESIGNATION, QUALIFICATIONS AND COMPENSATION OF THE SPECIAL MAGISTRATE

City Attorney A. Kurt Ardaman read Ordinance 25-08 by title only. Planning Director Kelly Carson stated that the City has initiated a code amendment to establish a Special Magistrate position to be appointed by the City Commission. The Special Magistrate would have authority to render decisions relating to violations of City Code, violations of the City's alcohol ordinance, as well as hear appeals for violations related to speed enforcement cameras. The Code Enforcement Board will remain active and decisions in code enforcement cases may be rendered by either entity. Staff recommended approval.

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

Motion by Commissioner Sharman to adopt Ordinance 25-08. Seconded by Commissioner Johnson and carried unanimously 5-0.

4. REGULAR BUSINESS

- A. **Resolution 25-01:** A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney A. Kurt Ardaman read Resolution 25-01 by title only. City Manager Jon C. Williams stated that this preserves the City's right, if needed, to levy special assessment

as we move into the fiscal year; reminding of a study to review the fire assessment fee and again emphasized that this reserves the right, only if needed.

Motion by Commissioner Sharman to adopt Resolution 25-01. Seconded by Commissioner Johnson and carried unanimously 5-0.

B. Recommendation to approve payment for Axon Body Camera Video System in the amount of \$124,783.38 for this fiscal year

Police Chief Steve Graham stated that this item would approve payment to Axon for video storage relating to body cameras. The City has a five-year contract, and this is for year two. Furthermore, Chief Graham noted the invoice cost and its inclusion in this year's fiscal budget. Staff recommended approval.

Discussion ensued regarding the actual price and the closely budgeted price of \$125,000.

Motion by Commissioner Johnson approve payment for Axon Body Camera Video System in the amount of \$124,783.38 for this fiscal year. Seconded Commissioner Jones and carried unanimously 5-0.

C. Recommendation to authorize City Attorney to pursue foreclosure or collection action for code enforcement fines and liens on 114 North Street, and all non-homestead properties in Orange County owned by Allister Harpha Rodgers

Planning Director Kelly Carson noted that staff has been trying to work with the property owner since 2020. She informed that Allister Rodgers owns multiple lots in the East Winter Garden area. The City has expended efforts to try and get him to resolve the many Code Enforcement issues at 114 North Street. Furthermore, Ms. Carson provided a timeline of events, displayed photos illustrating the issues, noted violations including unpermitted building. She noted that there have been stop orders, application for a shed permit with conditions that the shed could not be converted into living quarters and other code issues.

Ms. Carson noted that the fines for these violations accrued in upwards to \$157,800 as of today. However, Mr. Rodgers continues to generate new code cases on the property. Furthermore, Ms. Carson informed that, in January, the Code Enforcement Board found Mr. Rodgers in violations that included trash and debris, and a new violation, last week, for a tarp fence constructed to seemingly conceal the trash and debris.

Ms. Carson recommended that the City proceed to foreclosure on the property or pursue collection actions not only against the subject property at 114 North Street, but all properties owned by Mr. Rodgers in Orange County, Florida. She named the other properties as 102 North Street, 122 North Street, and a vacant property having a North Street address.

There was discussion on the condition of the other properties and payment of the fines. Also discussed, was compliance to be by removal of the illegal structures and bringing the property back into conformance. Discussion ensued regarding the fines and people potentially inhabiting the properties.

Commissioner Bennett sought clarification on the property being foreclosed not being all the properties. City Attorney Ardaman responded that the Florida State Statutes allow for the lien on all his property. Commissioner Bennett sought clarification on whether the City would foreclose the other properties as well. Mr. Ardaman responded, ultimately, yes, if he did not pay the fine. There was discussion on the City getting refunded if one of the other properties were sold, or a judgment lien against the owner as another possible action without foreclosure.

Mayor Rees expressed that the City would like to see it cleaned up, and expressed how this is not fair to his neighbors.

Planning Director Kelly Carson noted that an ideal outcome would be that Mr. Rodger rectifies these issues and be able to keep his properties; further noting the length of five years addressing this issue with no indication of corrective actions.

Commissioner Bennett shared being in favor of foreclosure for the one property, which clearly is a danger to the public, however, she is not in favor of cross-collateralization. Mr. Ardaman clarified that only the one property would be liened until paid. Discussion ensued on foreclosure of the one property, the value not being enough to satisfy the lien, actual costs to the City, the effect on surrounding neighbors, and options for later negotiations.

Motion by Commissioner Johnson to authorize City Attorney to pursue foreclosure or collection action for code enforcement fines and liens on 114 North Street, and all non-homestead properties in Orange County owned by Allister Harpha Rodgers. Seconded by Commissioner Sharman and carried unanimously 5-0.

D. Recommendation to appoint Jacob Schumer from The Grosshans Group to serve as Special Magistrate with conditions and terms noted in the Engagement of Services Letter

Planning Director Kelly Carson noted the recent adoption of Ordinance 25-08 and the creation of a new Special Magistrate position. She spoke of the City's need of one person to fill that role and read the requirements. Furthermore, Ms. Carson informed of the current City Code Enforcement Board Attorney, Jacob Schumer, and read some of his qualifications. Staff recommended approval of Jacob Schumer as the Special Magistrate. Discussion ensued on qualifications, and request of City Attorney Ardaman's advice, which was favorable to Mr. Schumer.

Motion by Commissioner Sharman to appoint Jacob Schumer from The Grosshans Group to serve as Special Magistrate, with conditions and terms as noted in the Engagement of Services Letter. Seconded by Commissioner Johnson and carried unanimously 5-0.

- E. Recommendation approve issuance of SRF loan for Wastewater Treatment Facility and execute State Revolving Fund Amendment 1 to Loan Agreement WW480103 in the amount of \$20,000,000

City Engineer Jim Monahan informed of Amendment 1 to Loan Agreement WW480103. He indicated that the Florida Department of Environmental Protection (FDEP) provided notification that through a State Revolving Fund (SRF) Program Final Agency Action, the Crest Avenue Wastewater Treatment Facility (WWTF) construction project was placed on the fundable portion of the priority list for a \$20,000,000 increase to the SRF Project in Fiscal Year 2025. Furthermore, Mr. Monahan informed that the unfunded costs of the project were placed on the waiting portion of the priority list for future funding. Staff recommended approval.

City Manager Jon C. Williams mentioned that an amount of \$25,000,000 was noted in the documents and reminded of a \$5,000,000 loan the City had already previously secured. He explained that this amendment merges the two loans together at a rate of 1.64 percent and locks the rate.

Motion by Commissioner Jones to approve issuance of SRF loan for Wastewater Treatment Facility and execute State Revolving Fund Amendment 1 to Loan Agreement WW480103 in the amount of \$20,000,000. Seconded by Commissioner Bennett and carried unanimously 5-0.

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

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

7. **MATTERS FROM CITY MANAGER**

City Manager Jon C. Williams distributed a draft ordinance to the City Commission, relating to a residential overlay district for the downtown area; noting that this ordinance would place restrictions on building sizes. He indicated that examples would be provided on how the ordinance would be applied as to receive some feedback.

Mr. Williams updated the City Commission on the status of construction and plans for the new Boys and Girls Club, Orange County's stormwater drainage project in the East Winter Garden Historic area, and he informed of new equipment installation at Zanders Park.

Mr. Williams noted his recent visit to Tallahassee, the State Capital, where he met with local delegation regarding state appropriations for the Wastewater Treatment Facility. He spoke of Senator Bankson potentially picking up this cause and sponsoring the City; we are awaiting confirmation. Furthermore, Mr. Williams noted that, if achieved, the City should see some funding over this year and the next couple of years.

8. **MATTERS FROM MAYOR AND COMMISSIONERS**

Commissioner Bennett noted that the Jessie Brock Center is also receiving equipment, and she voiced her appreciation for this effort.

Commissioner Jones expressed her thanks to staff for all that they do.

Commissioner Johnson thanked staff for all their hard work, noting that the children in East Winter Garden are utilizing the new park and she thanked staff for caring for the community.

Commissioner Sharman announced the death of Senator Geraldine Thompson, shared some history of her work and character in the community, and noted that she would continue to live on through the many mentees she left.

The meeting adjourned at 6:58 p.m.

APPROVED:

Mayor John Rees

ATTEST:

City Clerk Angela J. Grimmage



Proclamation

25-02

Whereas, In 2025, March 9-15 is MS Awareness Week and a time to drive awareness of Multiple Sclerosis to achieve our vision of a world free of MS; and

Whereas, In 2019, the National MS Society released the findings of a prevalence study that found that nearly one million people in the US live with MS. That's twice as many as we originally thought and it means you very likely know someone living with the disease, or someone who is caring for someone living with MS; and

Whereas, People with MS can better manage their disease when they have the support and understanding of the people around them— when their support networks, from doctors to employers to family members, have a better idea of what people with MS experience every day; and

Whereas, The National MS Society is a movement by and for all people affected by multiple sclerosis. We embrace and are committed to bringing our entire MS community together, representative of all the various dimensions of diversity, so that everyone feels at home and supported by their National MS Society; and

Whereas, The Society paved the way for every effective MS treatment available today, including the first therapies for primary progressive and pediatric MS; and we've achieved more advances in MS than have been achieved for any other neurological condition. We continue to lead the way for discoveries in neurological diseases; and

Whereas, Our progress is accelerating. We've made more progress in the last five years than the 70 that preceded it, changing all aspects of life for people affected by MS; and

Whereas, to reach a world free of MS it will take all of us—our time, our energy, our resources. Together is the only way forward.

Therefore, it is my great pleasure and privilege as the Mayor of the City of Winter Garden, to hereby proclaim the week of March 9 through 15, 2025, as

National MS Awareness Week

in the City of Winter Garden and urge all citizens to share in this occasion.



Attest:

Angela D. Grinnage
Angela Grinnage, City Clerk

In witness thereof, I have hereunto set my hand and caused the City Seal to be affixed this 27th day of February, 2025.

John Rees
Mayor John Rees





Proclamation 25-03

Whereas, The City of Winter Garden has experienced severe extreme rainfall and tropical storms, which can cause flooding and property damage in both high and moderate-risk areas; and

Whereas, The City of Winter Garden is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

Whereas, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

Whereas, public education and preparedness can greatly reduce the loss of life and property from flooding, and the Florida Floodplain Managers Association (FFMA) has declared March 3–9, 2025, as Flood Awareness Week to promote awareness and increase knowledge of the flood risk, the availability of flood insurance, flood protection methods and how to prepare for emergencies.

Therefore, in coordination with FEMA, it is my great pleasure and privilege as the Mayor of the City of Winter Garden, to hereby proclaim March 3 through 9, 2025 as

FLOOD AWARENESS WEEK

in the City of Winter Garden and encourage all citizens to increase their knowledge of how to protect themselves and their property from flooding.



In witness thereof, I have hereunto set my hand and caused the City Seal to be affixed this 27th day of February, 2025.

John Rees
Mayor John Rees

Attest:
Angela D. Grinnage
Angela Grinnage, City Clerk



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: February 20, 2025 **Meeting Date:** February 27, 2025

Subject: Ordinance 25-04
Comprehensive Plan Amendment – New Future Land Use Designations
for the Historic East Winter Garden Neighborhood

Issue:
An ordinance of the City of Winter Garden, Florida, adding Policy 1-1.2.19 and Policy 1-1.2.20 of the future land use element of the Winter Garden Comprehensive Plan.

Discussion:
The City has initiated a Comprehensive Plan amendment that would add two new policies to the future land use element. The policies would establish two new future land use designations: Neighborhood Residential and Neighborhood Mixed-Use. These new designations will ensure consistency with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively. The new policies will also ensure consistency with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District.

Recommended Action:
Staff recommends approval of Ordinance 25-04, requesting that staff be allowed to transmit the Comprehensive Plan Amendment to the State Land Planning Agency, adding Policy 1-1.2.19 and Policy 1-1.2.20 of the future land use element.

Attachment(s)/References:
Ordinances 25-04
Business Impact Estimate

ORDINANCE 25-04

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, ADDING POLICY 1-1.2.19 AND POLICY 1-1.2.20 OF THE FUTURE LAND USE ELEMENT OF THE WINTER GARDEN COMPREHENSIVE PLAN; 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; and

WHEREAS, the City of Winter Garden desires to update the Future Land Use Element of said plan to add policies that are consistent with the City’s East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively, and to be consistent with the forthcoming change to the City’s Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District; 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 1: **Recitals.** The above recitals are hereby incorporated by reference and shall constitute the legislative findings of the City Commission of the City of Winter Garden.

Section 2: **Adoption:** The Future Land Use Element of the City of Winter Garden Comprehensive Plan is hereby amended regarding policies relating to future land use categories that fall within the limits of the City’s East Plant Street Character Area, as set forth below and shall be amended to read as follows (words that are underlined are additions; ~~stricken through~~ provisions are being deleted; all other goals, policies and provisions of the Future Land Use Element not included shall remain unchanged):

FUTURE LAND USE ELEMENT: Goals, Objectives, and Policies

Policy 1-1.2.19: **Neighborhood Residential.** Properties designated with the Neighborhood Residential land use category are required to be developed at a gross residential density between 2 to 6 dwelling units per gross acre and up to 10 dwelling units per gross acre if awarded a development bonus for creating affordable/workforce housing and/or neighborhood-oriented architecture and site design. No development rights are guaranteed at densities above the stated permitted range.

The Neighborhood Residential designation shall provide for mostly residential uses on the east side of the Historic East Winter Garden Neighborhood, maintaining the traditional suburban character of the area while allowing for a greater diversity of housing types to accommodate residents of various income levels and stages of life. Housing units shall consist of detached single-family structures as well as other housing types that supplement the neighborhood's housing supply and accommodate age-in-place solutions. Civic, nonprofit, and other institutional development that provides vital services to the neighborhood shall also be part of this category.

The zoning classifications that are consistent with the Neighborhood Residential classification are PUD, R-NC, R-2, R-4, and R-5.

Policy 1-1.2.20: Neighborhood Mixed-Use. Properties designated with the Neighborhood Mixed-Use 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 3.0 by development bonus. Gross residential density shall not be greater than 10 dwelling units per acre and up to 20 dwelling units per acre by development bonus. Development bonuses may be awarded for creating affordable/workforce housing, locally-owned commercial spaces, and/or neighborhood-oriented architecture and site design. No development rights are guaranteed at densities or intensities above the stated permitted range.

The Neighborhood Mixed-Use designation shall provide for residential and neighborhood-oriented commercial uses on the west side of the Historic East Winter Garden Neighborhood, maintaining the traditional neighborhood character of the area while allowing for a greater diversity of housing types to accommodate residents of various income levels and stages of life. Smaller, neighborhood-scaled mixed-use development will be encouraged in this land use where multiple uses may occupy the same building or same parcel. The mixture of uses shall allow for development in a traditional neighborhood form. Development shall be oriented towards the roads, with on-street parking, street-oriented retail storefronts, street trees and furnishings, and trail connections to create a multi-modal and pedestrian-friendly area. The zoning classifications that are consistent with the Neighborhood Mixed-Use land use designation include RNC-2, R-NC, C-3, C-4, PCD, PUD, and CAPUD.

SECTION 3: Codification: Section 2 of this Ordinance shall be codified and made part of the City of Winter Garden Comprehensive Plan.

SECTION 4: Conflicts: In the event of a conflict or conflicts between this ordinance and other ordinances, this ordinance controls to the extent of the conflict.

SECTION 5: Severability: If any portion of this Ordinance is determined to void, unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

SECTION 6: Effective Date: This Ordinance shall become effective after adoption in accordance with general law.

FIRST READING: _____, 2025.

SECOND READING AND PUBLIC HEARING: _____, 2025.

ADOPTED this ___ day of _____, 2025, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

John Rees, Mayor/Commissioner

ATTEST:

Angela Grimmage, City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance 25-04: Comprehensive Plan Amendment – New Future Land Use Designations for the Historic East Winter Garden Neighborhood

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more of the boxes are checked below, the checked exception(s) to the Business Impact Estimate requirement apply to the above-referenced proposed ordinance, although, the City is implementing the procedure otherwise required by law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City has initiated a Comprehensive Plan amendment that would add two new policies to the future land use element. The policies would establish two new future land use designations: Neighborhood Residential and Neighborhood Mixed-Use. These new designations will ensure consistency with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively. The new policies will also ensure consistency with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District. Adoption of these regulations will ensure that the Historic East Winter Garden Neighborhood is developed and redeveloped in accordance with the community's vision and ensures the health, safety, and welfare of the neighborhood is preserved.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

It is not anticipated that any private, for-profit businesses will be directly impacted by this Ordinance.

3. Estimate of direct compliance costs that businesses may reasonably incur:

No direct compliance costs will be incurred by any businesses as a result of this Ordinance.

4. Any new charge or fee imposed by the proposed ordinance:

No new fees or charges will be imposed by this Ordinance.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There will be no new regulatory costs created by this Ordinance.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

It is not anticipated that any businesses will be impacted by this ordinance.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The new FLU designations will make it easier to develop affordable housing and start local businesses by establishing a density and intensity bonus system that did not exist previously in the area.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: February 20, 2025 **Meeting Date:** February 27, 2025

Subject: Ordinance 25-05
Future Land Use Amendment – Neighborhood Residential (100.5 ± acres)
PARCEL ID # Various

Issue:
The City requests to amend the future land use designation of the subject property from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential.

Discussion:
The City has initiated an update to the Winter Garden Comprehensive Plan to incorporate goals and policies that are consistent with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively, and to be consistent with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District.

The proposed comprehensive plan amendment changing the subject property's FLU designation to Neighborhood Residential will ensure that the Historic East Winter Garden Neighborhood is developed and redeveloped in accordance with the community's vision and ensure the health, safety, and welfare of the neighborhood is preserved..

Recommended Action:
Staff recommends approval of Ordinance 25-05, and that staff be allowed to transmit the Comprehensive Plan Amendment to the State Land Planning Agency, amending the Future Land Use Map by changing the future land use designation of the 100.5 ± acre subject property from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential.

Attachment(s)/References:
Location Map
Staff Report
Ordinances 25-05
Business Impact Estimate

ORDINANCE 25-05

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 100.5 ± ACRES GENERALLY LOCATED SOUTH OF E PLANT STREET, EAST OF 11TH STREET, WEST OF FLORIDA STATE ROAD 429, AND NORTH OF E MAPLE STREET FROM LOW DENSITY RESIDENTIAL AND RESIDENTIAL NEIGHBORHOOD COMMERCIAL TO NEIGHBORHOOD RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City desires to update the Winter Garden Comprehensive Plan to incorporate goals and policies that are consistent with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively, and to be consistent with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District; and

WHEREAS, the City has initiated an amendment to the Winter Garden Comprehensive Plan affecting certain real property generally described as 100.5 ± acres generally located south of E Plant Street, east of 11th Street, west of Florida State Road 429, and north of E Maple Street, graphically depicted in ATTACHMENT "A" (the "Property") to amend the Future Land Use classification from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential; and

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

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

SECTION I. *FLUM Amendment.* The City of Winter Garden hereby amends the Future Land Use Map of the City of Winter Garden Comprehensive Plan by designating the

aforesaid Property to Neighborhood Residential as set forth in ATTACHMENT "B".

SECTION II. *Effective Date.* Provided that Ordinance 25-04 is adopted to amend the City's Comprehensive Plan to establish Neighborhood Residential as a new Future Land Use designation, 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: _____, 2025.

SECOND READING AND PUBLIC HEARING: _____, 2025.

ADOPTED this _____ day of _____, 2025, by the City Commission of the City of Winter Garden, Florida.

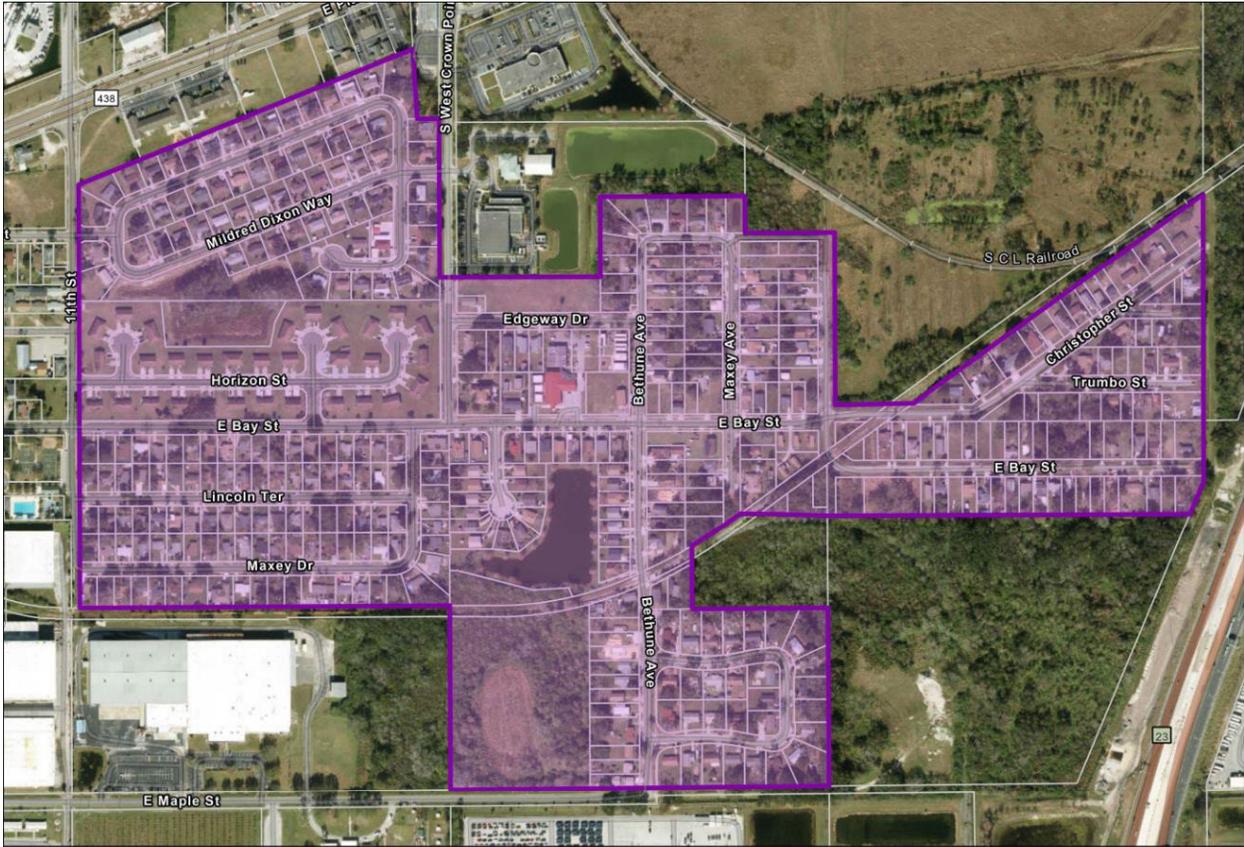
APPROVED:

JOHN REES, Mayor/Commissioner

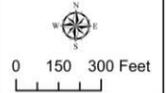
ATTEST:

ANGELA GRIMMAGE, City Clerk

ATTACHMENT "A"
THE "PROPERTY"



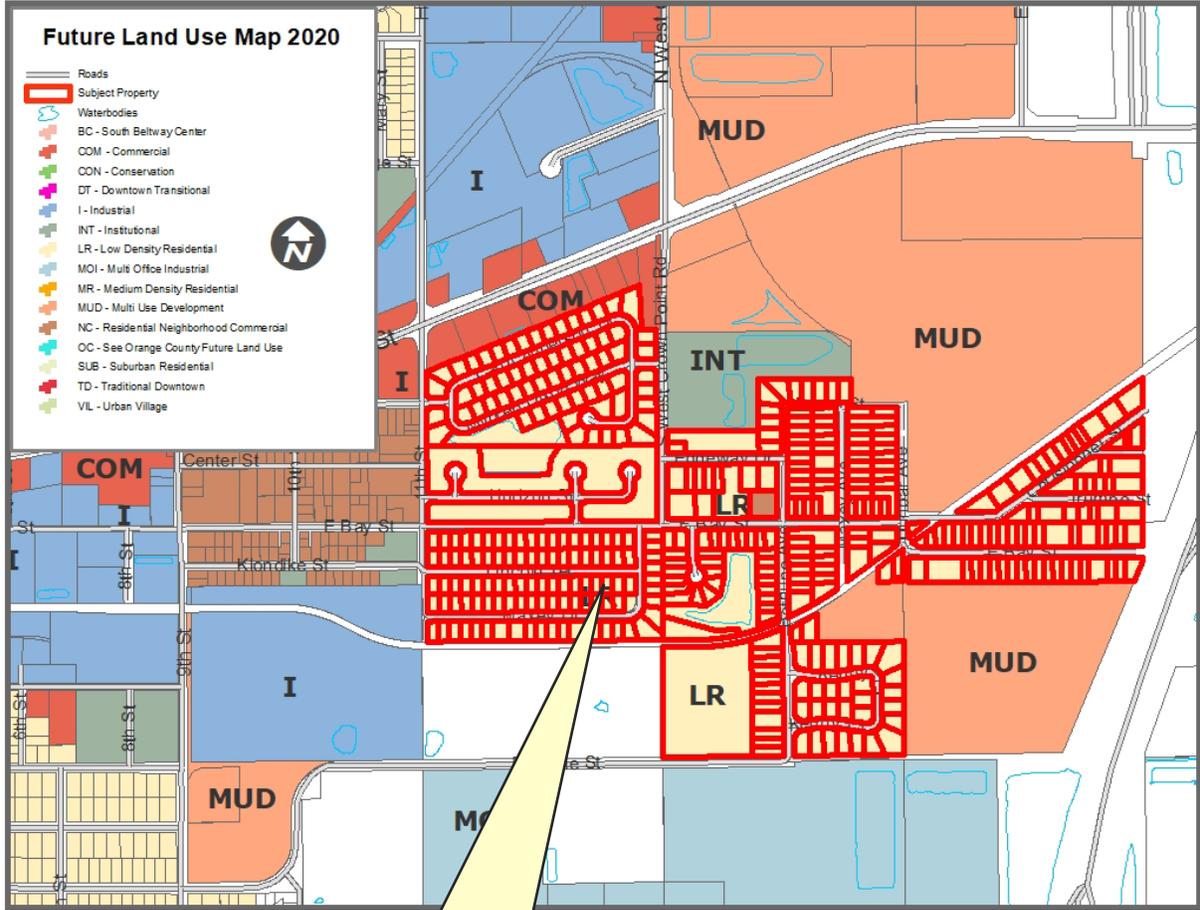
Neighborhood Residential Future Land Use Amendment



ATTACHMENT "B"

FUTURE LAND USE MAP

FUTURE LAND USE AMENDMENT AREA

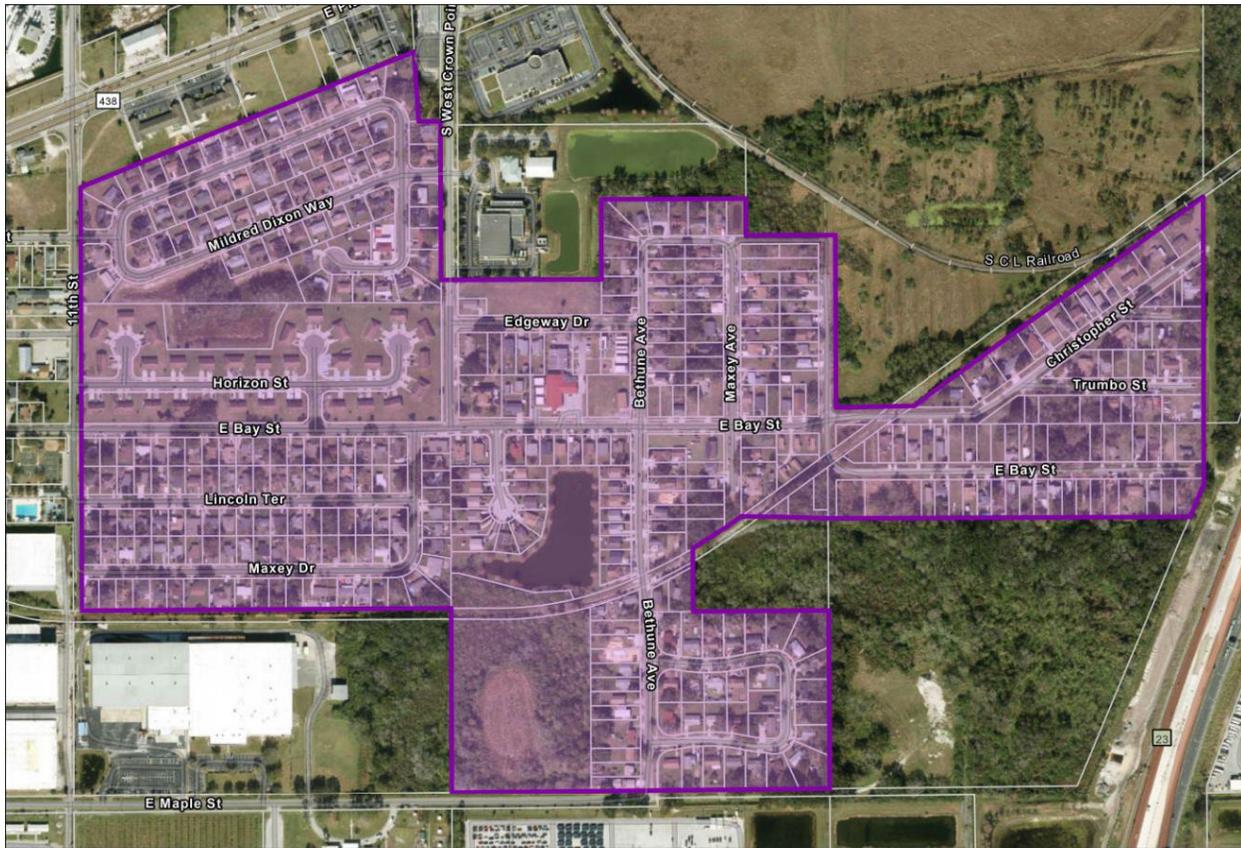


Amending parcels outlined in red as "Subject Property" from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential.

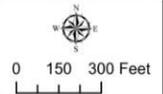
LOCATION MAP

Ordinance 25-05

Future Land Use Amendment



Neighborhood Residential Future Land Use Amendment



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, PLANNING DIRECTOR
DATE: DECEMBER 23, 2024
SUBJECT: FUTURE LAND USE MAP AMENDMENT
NEIGHBORHOOD RESIDENTIAL (100.5 +/- ACRES)
PARCEL ID #: VARIOUS

APPLICANT: CITY OF WINTER GARDEN

INTRODUCTION

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

The subject property is generally located south of E Plant Street, east of 11th Street, west of Florida State Road 429, and north of E Maple Street, and is approximately 100.5 ± acres in size.

The map below graphically depicts the subject property:



The City has initiated an update to the Winter Garden Comprehensive Plan to incorporate goals and policies that are consistent with the City’s East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively, and to be consistent with the forthcoming change to the City’s Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District. This ordinance proposes to change the future land use designation of 100.5 ± acres of property on the east side of the Historic East Winter Garden Neighborhood from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential.

This future land use change is being proposed in conjunction with an associated Comprehensive Plan change that would add Neighborhood Residential as a new future land use element (Ordinance 25-04). Pending approval of Ordinance 25-04 adding the new future land use category, the City’s Comprehensive Plan policy for Neighborhood Residential will state:

Policy 1-1.2.19: Neighborhood Residential. Properties designated with the Neighborhood Residential land use category are required to be developed at a gross residential density between 2 to 6 dwelling units per gross acre and up to 10 dwelling units per gross acre if awarded a development bonus for creating affordable/workforce housing and/or neighborhood-oriented architecture and site design. No development rights are guaranteed at densities above the stated permitted range.

The Neighborhood Residential designation shall provide for mostly residential uses on the east side of the Historic East Winter Garden Neighborhood, maintaining the traditional suburban character of the area while allowing for a greater diversity of housing types to accommodate residents of various income levels and stages of life. Housing units shall consist of detached single-family structures as well as other housing types that supplement the neighborhood’s housing supply and accommodate age-in-place solutions. Civic, nonprofit, and other institutional development that provides vital services to the neighborhood shall also be part of this category.

The zoning classifications that are consistent with the Neighborhood Residential classification are PUD, R-2, R-4, and R-5.

EXISTING USE

The subject property includes 413 ± lots on the east side of the Historic East Winter Garden Neighborhood that feature mostly single-family residential homes and structures.

ADJACENT LAND USE AND ZONING

The property is located on the east side of the Historic East Winter Garden Neighborhood, with commercial uses to the north along E Plant Street, vacant commercial uses in Winter Garden and Ocoee to the east, commercial and industrial uses to the south, and mixed residential and neighborhood commercial uses to the west.

PROPOSED USE

The proposed comprehensive plan amendment changing the subject property’s FLU designation to Neighborhood Residential will ensure that the Historic East Winter Garden Neighborhood is

developed and redeveloped in accordance with the community’s vision and ensure the health, safety, and welfare of the neighborhood is preserved. This change will also ensure the future land use designation will be consistent with the forthcoming change to the City’s Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District.

PUBLIC FACILITY ANALYSIS

The City will continue to provide potable water, reclaimed water and sewer service to the area. The City has facilities with adequate capacity to serve the subject property. The City will continue to provide utilities for the subject property.

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

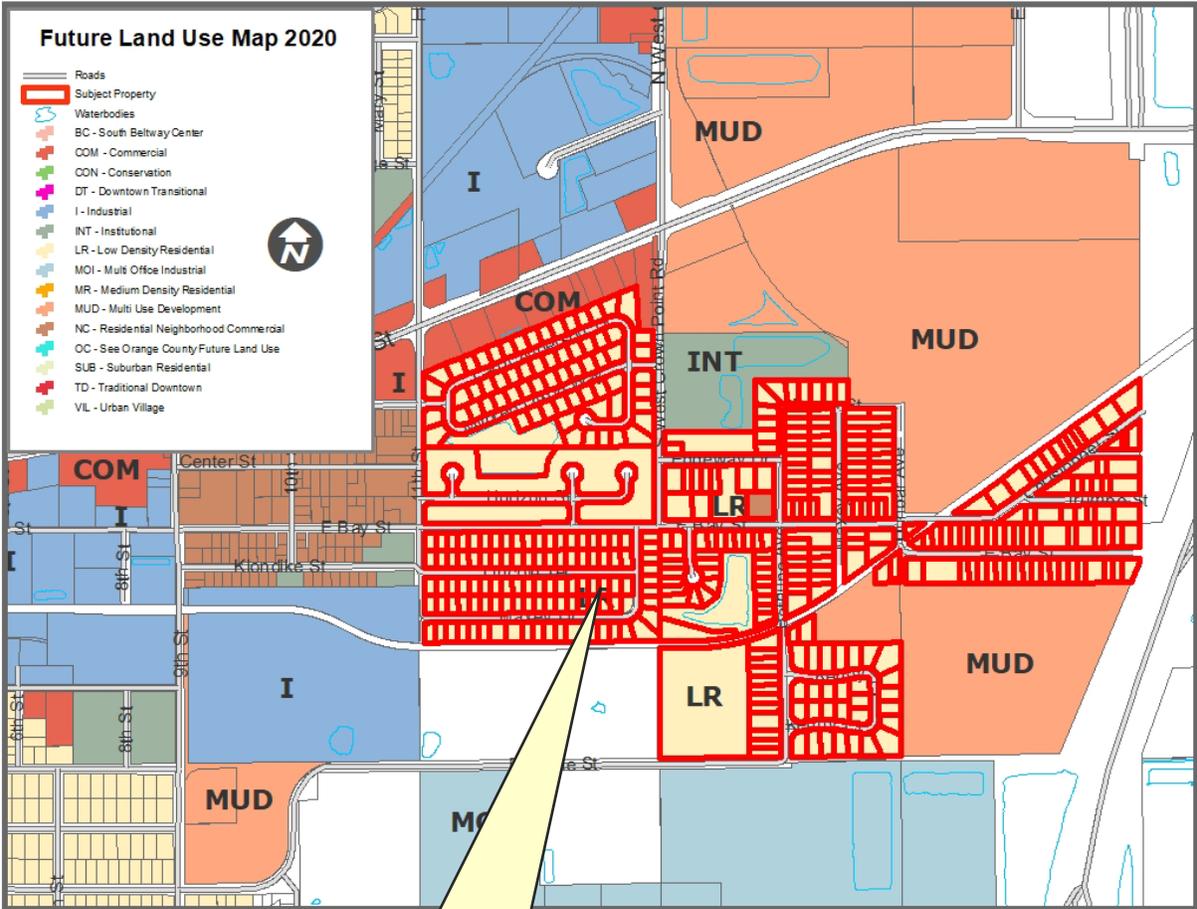
SUMMARY

Staff recommends approval of Ordinance 25-05, and that staff be allowed to transmit the Comprehensive Plan Amendment to the State Land Planning Agency, amending the Future Land Use Map by changing the future land use designation of the 100.5 ± acre subject property from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential.

WINTER GARDEN FUTURE LAND USE MAP

EXISTING & PROPOSED

Neighborhood Residential FLU Amendment Area

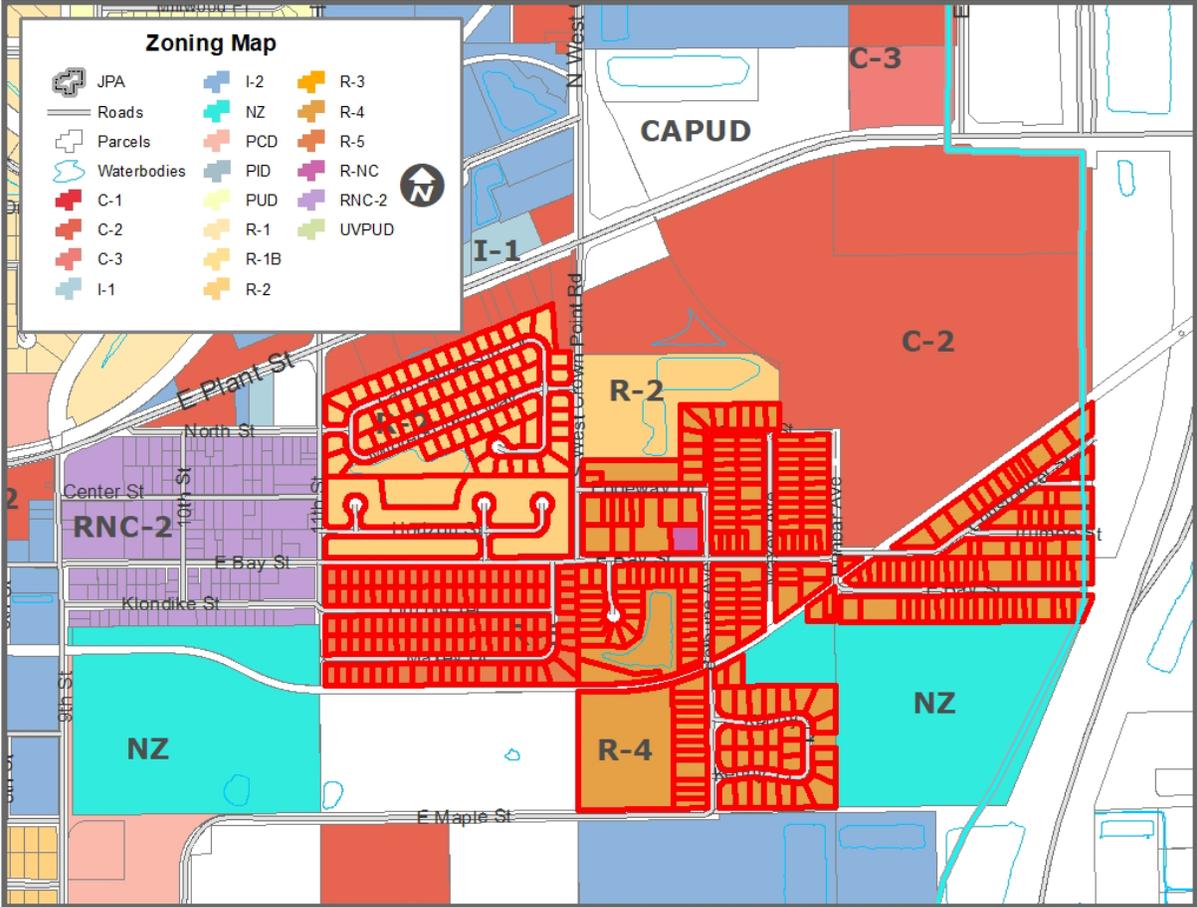


Amending parcels outlined in red as “Subject Property” from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential.

WINTER GARDEN ZONING MAP

EXISTING

Neighborhood Residential FLU Amendment Area



END OF STAFF REPORT



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance 25-05: FLU Amendment – Neighborhood Residential

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more of the boxes are checked below, the checked exception(s) to the Business Impact Estimate requirement apply to the above-referenced proposed ordinance, although, the City is implementing the procedure otherwise required by law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City has initiated a Comprehensive Plan amendment to change the future land use of 100.5 ± acres of property on the east side of the Historic East Winter Garden Neighborhood from Low Density Residential and Residential Neighborhood Commercial to Neighborhood Residential. This change is in conjunction with an associated Comprehensive Plan change that would add Neighborhood Residential as a new future land use element. This future land use amendment will ensure consistency with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively. The FLU change will also ensure consistency with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District. Adoption of this ordinance will ensure that the Historic East Winter Garden Neighborhood is developed and redeveloped in accordance with the community's vision and ensures the health, safety, and welfare of the neighborhood is preserved.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

It is not anticipated that any private, for-profit businesses will be directly impacted by this Ordinance.

3. Estimate of direct compliance costs that businesses may reasonably incur:

No direct compliance costs will be incurred by any businesses as a result of this Ordinance.

4. Any new charge or fee imposed by the proposed ordinance:

No new fees or charges will be imposed by this Ordinance.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There will be no new regulatory costs created by this Ordinance.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

It is not anticipated that any businesses will be impacted by this ordinance.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The FLU amendment will make it easier to develop affordable housing by establishing a density bonus system that did not exist previously in the area.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: February 20, 2024 **Meeting Date:** February 27, 2025

Subject: Ordinance 25-06
Future Land Use Amendment – Neighborhood Mixed-Use (22.8 ± acres)
PARCEL ID # Various

Issue: The City requests to amend the future land use designation of the subject property from Residential Neighborhood Commercial & Institutional to Neighborhood Mixed-Use.

Discussion: The City has initiated an update to the Winter Garden Comprehensive Plan to incorporate goals and policies that are consistent with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively, and to be consistent with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District.

The proposed comprehensive plan amendment changing the subject property's FLU designation to Neighborhood Mixed-Use will ensure that the Historic East Winter Garden Neighborhood is developed and redeveloped in accordance with the community's vision and ensure the health, safety, and welfare of the neighborhood is preserved.

Recommended Action: Staff recommends approval of Ordinance 25-06, and that staff be allowed to transmit the Comprehensive Plan Amendment to the State Land Planning Agency, amending the Future Land Use Map by changing the future land use designation of the 22.8 ± acre subject property from Residential Neighborhood Commercial & Institutional to Neighborhood Mixed-Use.

Attachment(s)/References:
Location Map
Staff Report
Ordinances 25-06
Business Impact Estimate

ORDINANCE 25-06

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 22.8 ± ACRES GENERALLY LOCATED SOUTH OF NORTH STREET, EAST OF 9TH STREET, WEST OF 11TH STREET, AND NORTH OF E MAPLE STREET FROM RESIDENTIAL NEIGHBORHOOD COMMERCIAL AND INSTITUTIONAL TO NEIGHBORHOOD MIXED-USE; 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; and

WHEREAS, the City desires to update the Winter Garden Comprehensive Plan to incorporate goals and policies that are consistent with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively, and to be consistent with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District; and

WHEREAS, the City has initiated an amendment to the Winter Garden Comprehensive Plan affecting certain real property generally described as 22.8 ± acres generally located south of North Street, east of 9th Street, west of 11th Street, and north of E Maple Street, graphically depicted in ATTACHMENT "A" (the "Property") to amend the Future Land Use classification from Residential Neighborhood Commercial and Institutional to Neighborhood Mixed-Use; 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 Neighborhood Mixed-Use as set forth in ATTACHMENT "B".

SECTION II. *Effective Date.* Provided that Ordinance 25-04 is adopted to amend the City's Comprehensive Plan to establish Neighborhood Mixed-Use as a new Future Land Use designation, 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: _____, 2025.

SECOND READING AND PUBLIC HEARING: _____, 2025.

ADOPTED this _____ day of _____, 2025, by the City Commission of the City of Winter Garden, Florida.

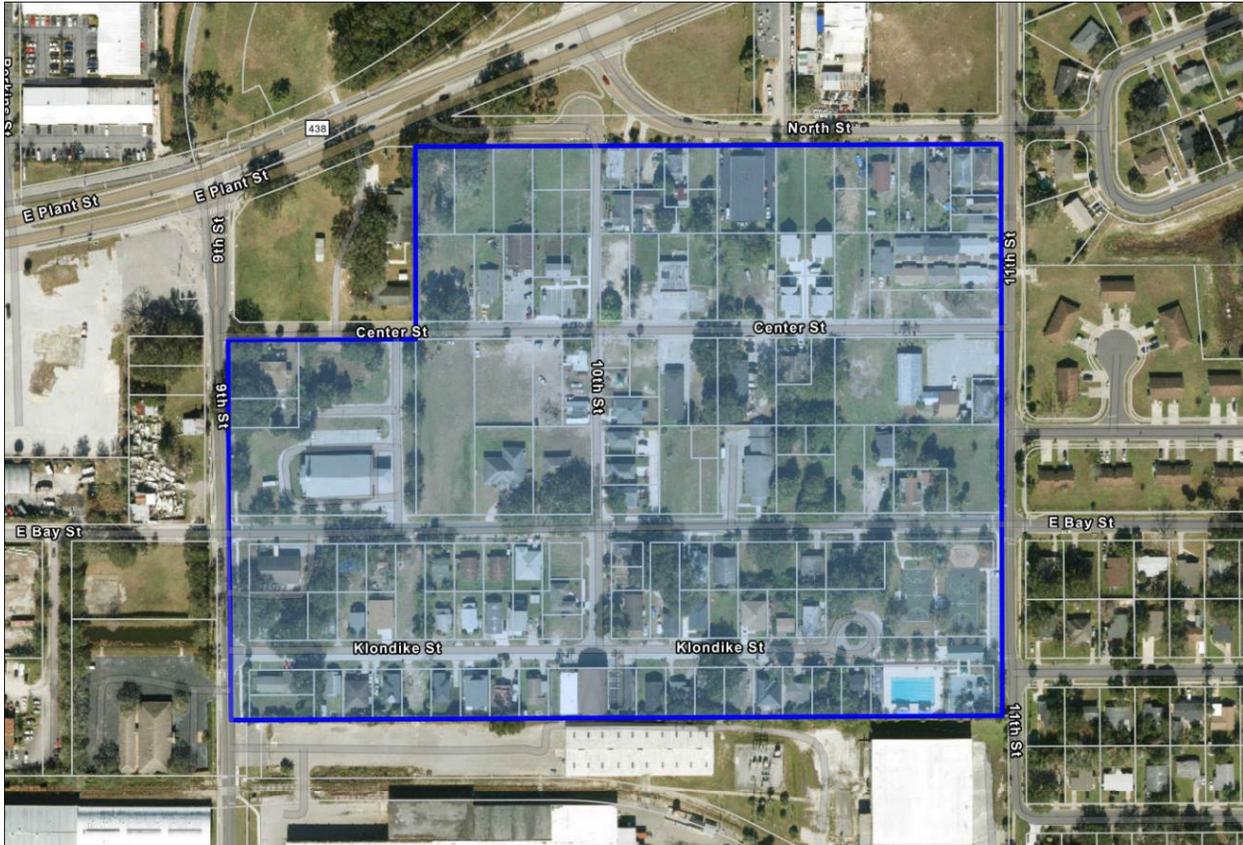
APPROVED:

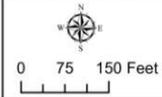
JOHN REES, Mayor/Commissioner

ATTEST:

ANGELA GRIMMAGE, City Clerk

ATTACHMENT "A"
THE "PROPERTY"

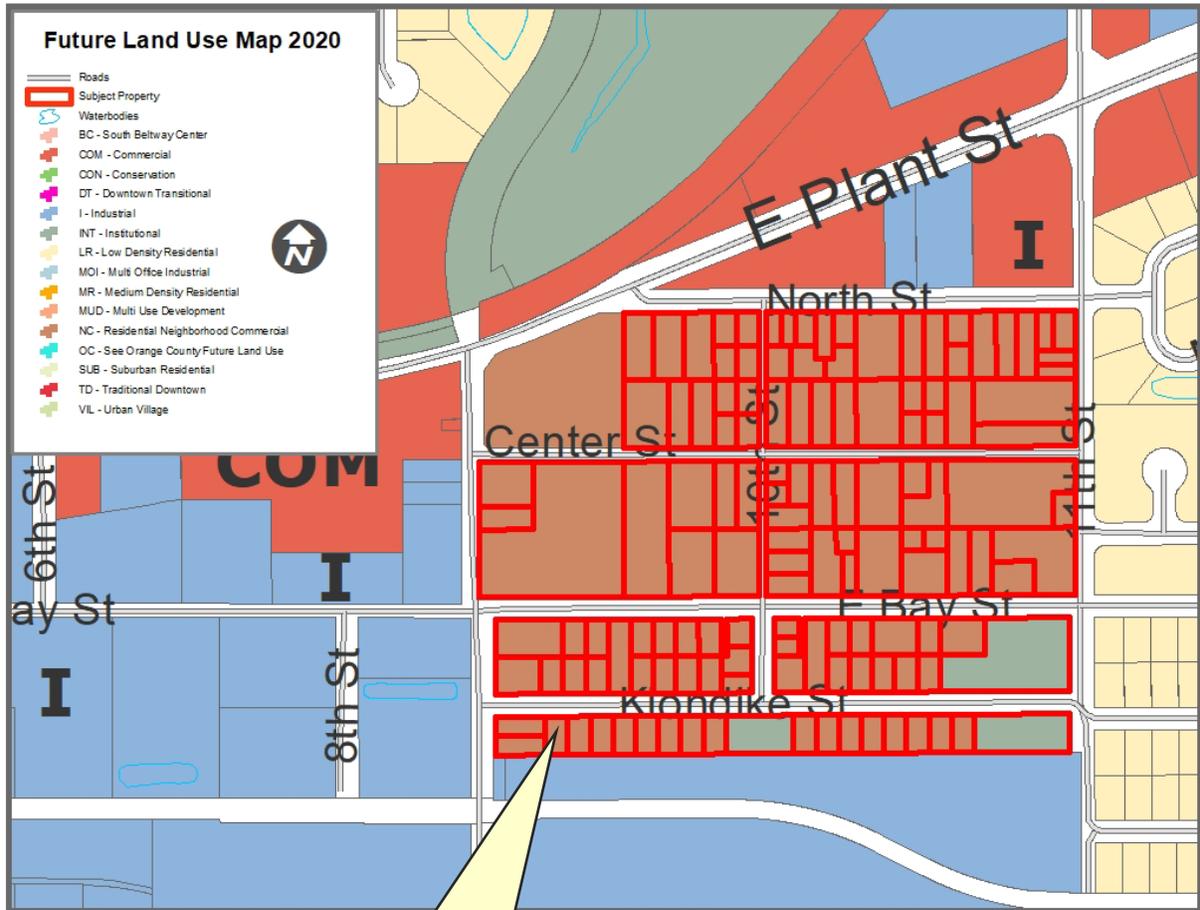


	<p>Neighborhood Mixed-Use Future Land Use Amendment</p>	
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ATTACHMENT "B"

FUTURE LAND USE MAP

FUTURE LAND USE AMENDMENT AREA

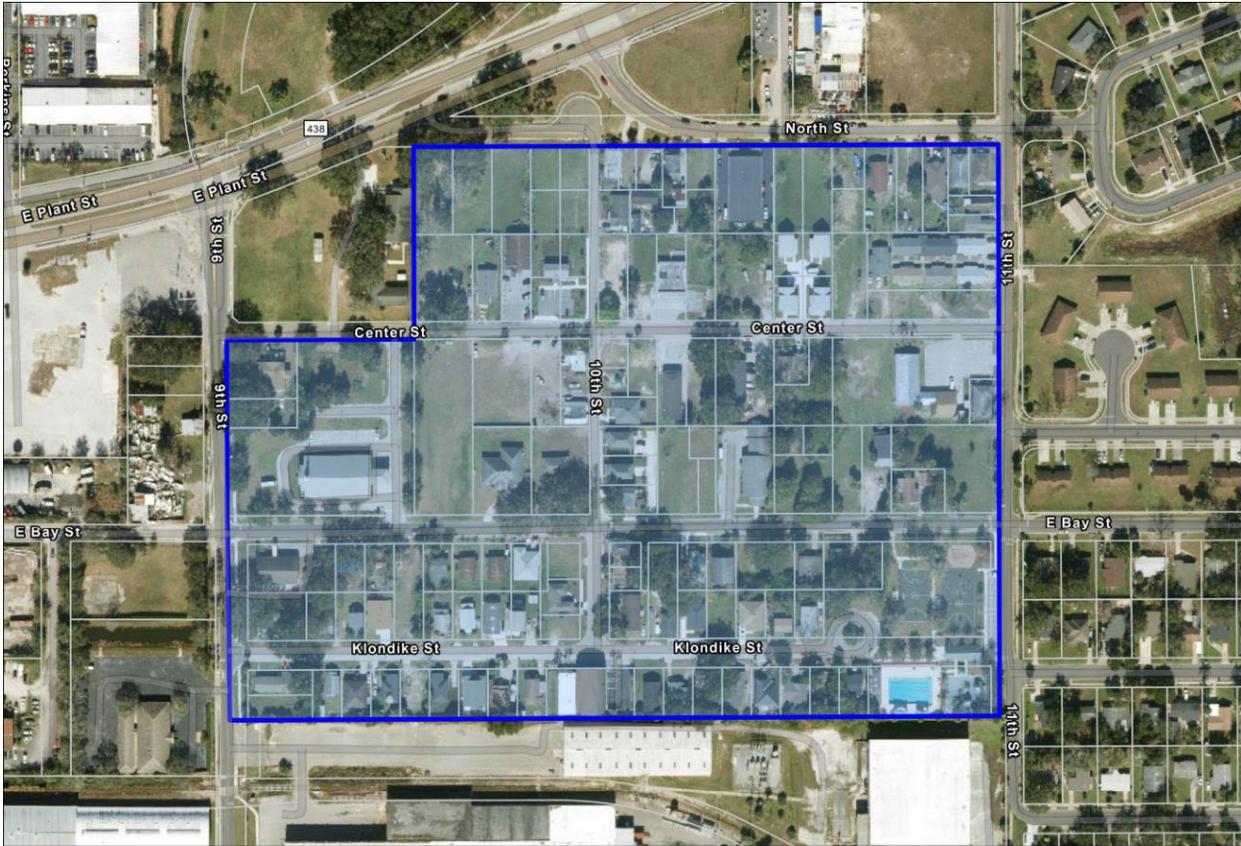


Amending parcels outlined in red as "Subject Property" from Residential Neighborhood Commercial and Institutional to Neighborhood Mixed-Use.

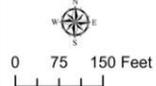
LOCATION MAP

Ordinance 25-06

Future Land Use Amendment



Neighborhood Mixed-Use Future Land Use Amendment



CITY OF WINTER GARDEN

PLANNING & ZONING DIVISION

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

STAFF REPORT

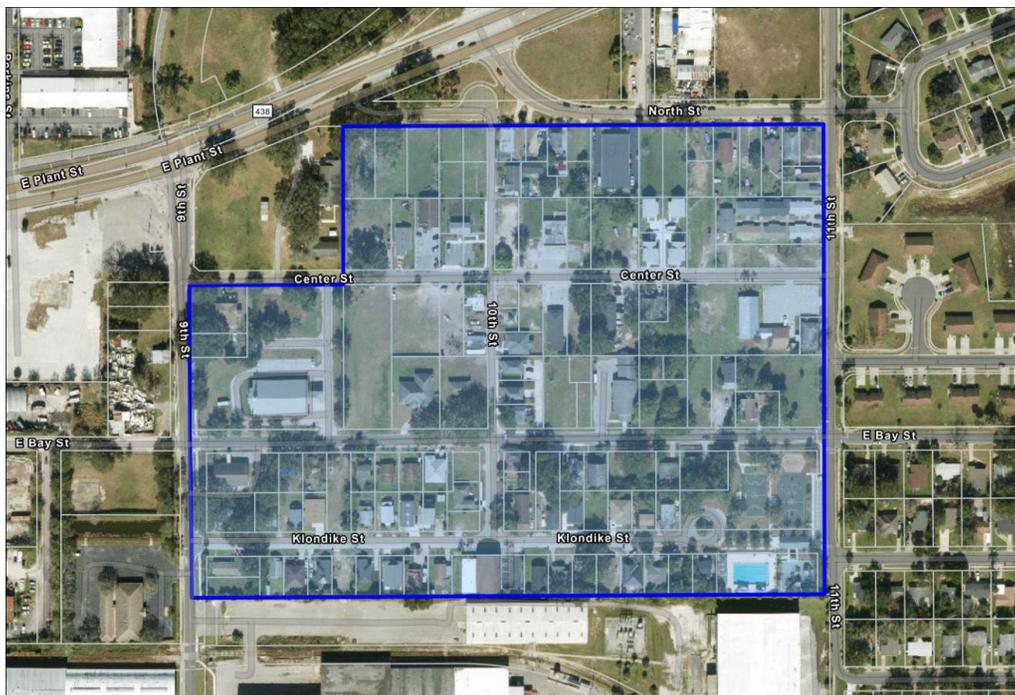
TO: PLANNING AND ZONING BOARD
PREPARED BY: KELLY CARSON, PLANNING DIRECTOR
DATE: DECEMBER 23, 2024
SUBJECT: FUTURE LAND USE MAP AMENDMENT
NEIGHBORHOOD MIXED-USE (22.8 +/- ACRES)
PARCEL ID #: VARIOUS
APPLICANT: CITY OF WINTER GARDEN

INTRODUCTION

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

The subject property is generally located south of North Street, east of 9th Street, west of 11th Street, and north of E Maple Street, and is approximately 22.8 ± acres in size.

The map below graphically depicts the subject property:



The City has initiated an update to the Winter Garden Comprehensive Plan to incorporate goals and policies that are consistent with the City’s East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively, and to be consistent with the forthcoming change to the City’s Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District. This ordinance proposes to change the future land use designation of 22.8 ± acres of property on the west side of the Historic East Winter Garden Neighborhood from Residential Neighborhood Commercial and Institutional to Neighborhood Mixed-Use.

This future land use change is being proposed in conjunction with an associated Comprehensive Plan change that would add Neighborhood Mixed-Use as a new future land use element (Ordinance 25-04). Pending approval of Ordinance 25-04 adding the new future land use category, the City’s Comprehensive Plan policy for Neighborhood Mixed-Use will state:

Policy 1-1.2.19: Neighborhood Mixed-Use. Properties designated with the Neighborhood Mixed-Use 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 3.0 by development bonus. Gross residential density shall not be greater than 10 dwelling units per acre and up to 20 dwelling units per acre by development bonus. Development bonuses may be awarded for creating affordable/workforce housing, locally-owned commercial spaces, and/or neighborhood-oriented architecture and site design. No development rights are guaranteed at densities or intensities above the stated permitted range.

The Neighborhood Mixed-Use designation shall provide for residential and neighborhood-oriented commercial uses on the west side of the Historic East Winter Garden Neighborhood, maintaining the traditional neighborhood character of the area while allowing for a greater diversity of housing types to accommodate residents of various income levels and stages of life. Smaller, neighborhood-scaled mixed-use development will be encouraged in this land use where multiple uses may occupy the same building or same parcel. The mixture of uses shall allow for development in a traditional neighborhood form. Development shall be oriented towards the roads, with on-street parking, street-oriented retail storefronts, street trees and furnishings, and trail connections to create a multi-modal and pedestrian-friendly area. The zoning classifications that are consistent with the Neighborhood Mixed-Use land use designation include RNC-2, C-3, C-4, PCD, PUD, and CAPUD.

EXISTING USE

The subject property includes 137 ± lots on the west side of the Historic East Winter Garden Neighborhood that features a mix of residential, neighborhood commercial, and institutional buildings and structures.

ADJACENT LAND USE AND ZONING

The property is located on the west side of the Historic East Winter Garden Neighborhood, with commercial uses to the north along E Plant Street, mostly single-family residential uses to the east, and commercial and industrial uses to the south and west.

PROPOSED USE

The proposed comprehensive plan amendment changing the subject property's FLU designation to Neighborhood Mixed-Use will ensure that the Historic East Winter Garden Neighborhood is developed and redeveloped in accordance with the community's vision and ensure the health, safety, and welfare of the neighborhood is preserved. This change will also ensure the future land use designation will be consistent with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District.

PUBLIC FACILITY ANALYSIS

The City will continue to provide potable water, reclaimed water and sewer service to the area. The City has facilities with adequate capacity to serve the subject property. The City will continue to provide utilities for the subject property.

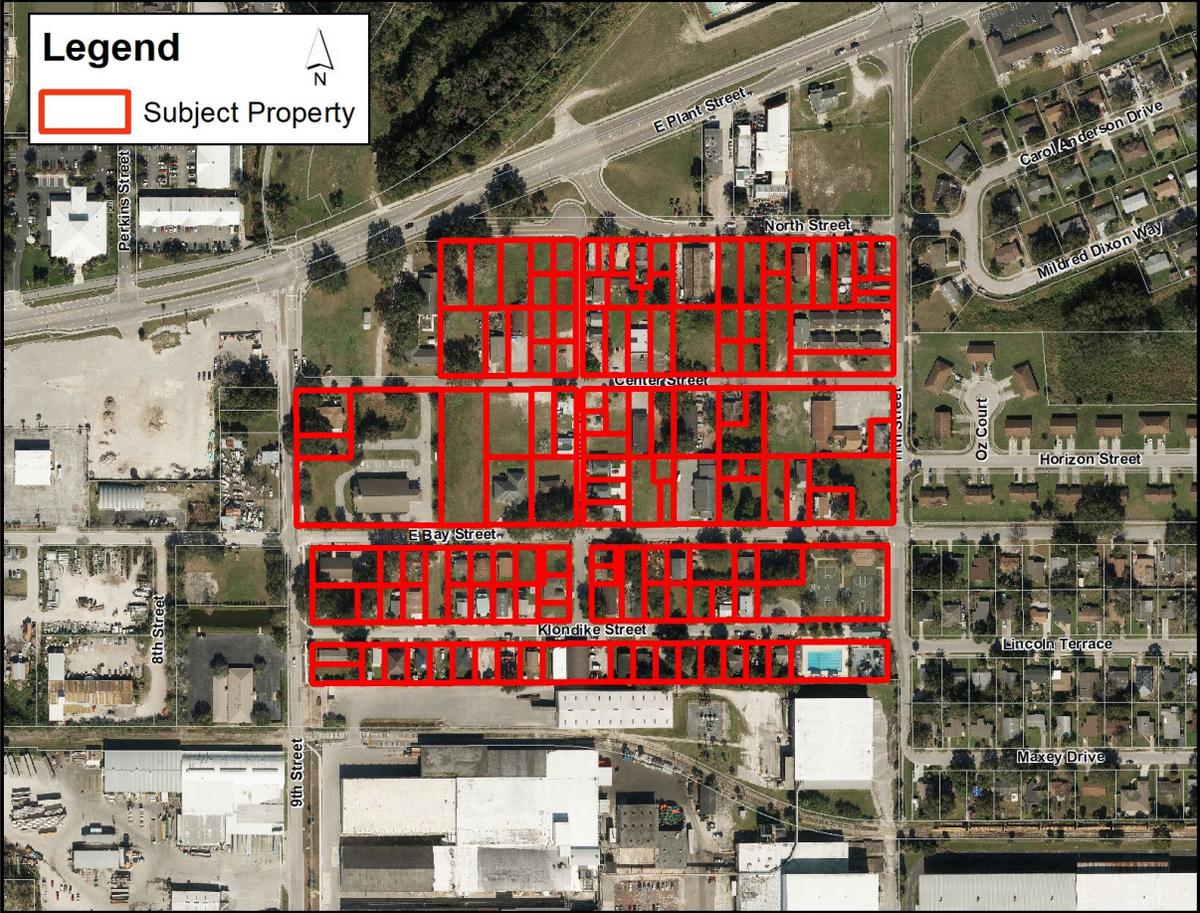
The City will continue to provide garbage collection, police protection, and all other services regularly provided to City of Winter Garden residents including building permits. The subject property will continue to be served by both Orange County Fire and Rescue and the City Fire Department under the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

SUMMARY

Staff recommends approval of Ordinance 25-06, and that staff be allowed to transmit the Comprehensive Plan Amendment to the State Land Planning Agency, amending the Future Land Use Map by changing the future land use designation of the 22.8 ± acre subject property from Residential Neighborhood Commercial and Institutional to Neighborhood Mixed-Use.

WINTER GARDEN AERIAL MAP

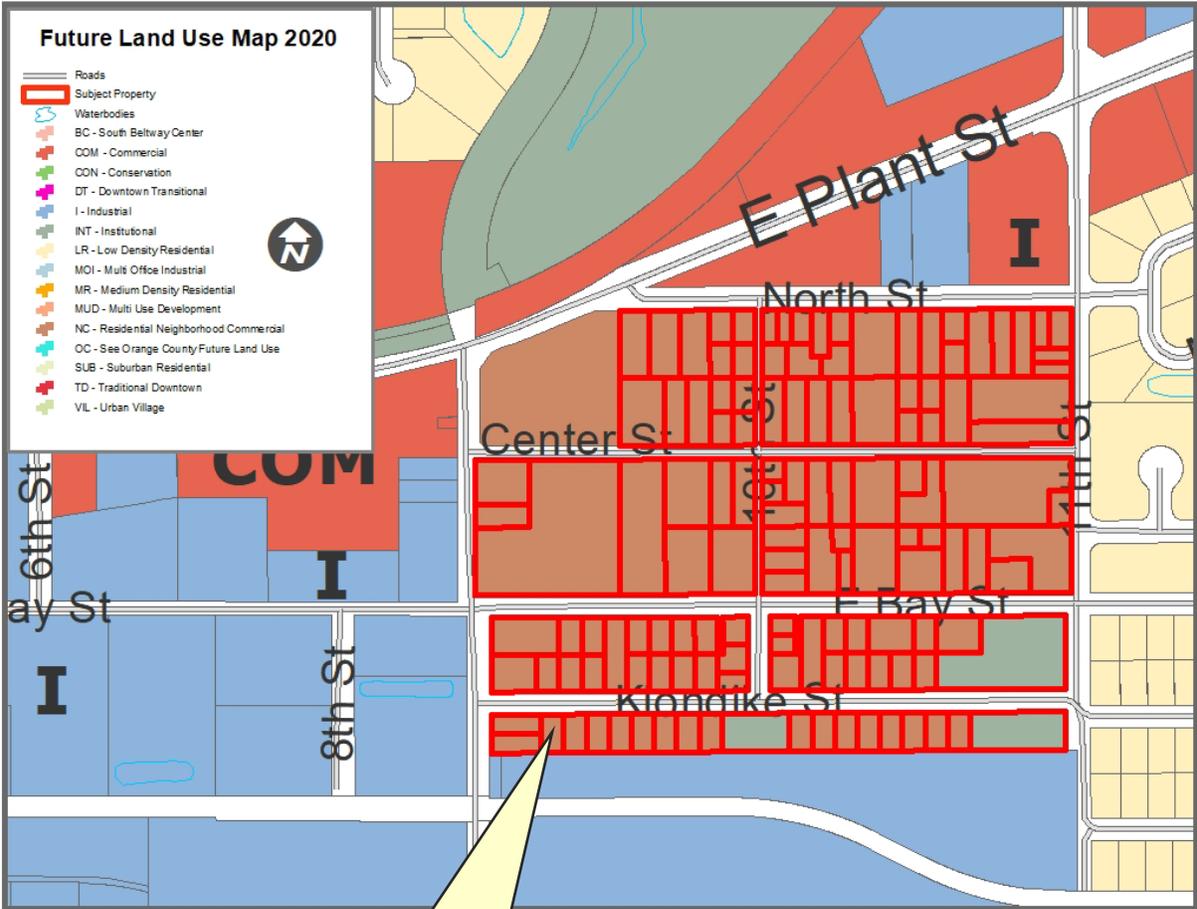
Neighborhood Mixed-Use FLU Amendment Area



WINTER GARDEN FUTURE LAND USE MAP

EXISTING & PROPOSED

Neighborhood Mixed-Use FLU Amendment Area



Amending parcels outlined in red as “Subject Property” from Residential Neighborhood Commercial and Institutional to Neighborhood Mixed-Use.



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance 25-06: FLU Amendment – Neighborhood Mixed-Use

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more of the boxes are checked below, the checked exception(s) to the Business Impact Estimate requirement apply to the above-referenced proposed ordinance, although, the City is implementing the procedure otherwise required by law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City has initiated a Comprehensive Plan amendment to change the future land use of 22.8 ± acres of property on the west side of the Historic East Winter Garden Neighborhood Residential Neighborhood Commercial and Institutional to Neighborhood Mixed-Use. This change is in conjunction with an associated Comprehensive Plan change that would add Neighborhood Mixed-Use as a new future land use element. This future land use amendment will ensure consistency with the City's East Winter Garden Plan and East Winter Garden Plan Update, which were adopted in 2018 and 2022, respectively. The FLU change will also ensure consistency with the forthcoming change to the City's Land Development Code to establish a new Historic East Winter Garden Neighborhood Overlay District. Adoption of this ordinance will ensure that the Historic East Winter Garden Neighborhood is developed and redeveloped in accordance with the community's vision and ensures the health, safety, and welfare of the neighborhood is preserved.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

It is not anticipated that any private, for-profit businesses will be directly impacted by this Ordinance.

3. Estimate of direct compliance costs that businesses may reasonably incur:

No direct compliance costs will be incurred by any businesses as a result of this Ordinance.

4. Any new charge or fee imposed by the proposed ordinance:

No new fees or charges will be imposed by this Ordinance.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There will be no new regulatory costs created by this Ordinance.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

It is not anticipated that any businesses will be impacted by this ordinance.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

The FLU amendment will make it easier to develop affordable housing & start local businesses by establishing a density and intensity bonus system that did not exist previously in the area.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: February 14, 2025 **Meeting Date:** February 27, 2025

Subject: 1144 E Plant Street
1144 E Plant Street – CAPUD
PARCEL ID # 13-22-27-0000-00-061 (Ord 25-07)

Issue: For property located at 1144 E Plant St, the applicant is requesting to rezone the property to CAPUD (Character Area Planned Unit Development).

Discussion: The applicant is requesting to rezone the approximately 0.25 acre property to CAPUD to permit the development of the parcel, which includes a single-story 1,831 sf commercial office/retail building and a two-story 1,848 sf live/work building. The project also has associated site improvements such as parking, a 12' wide pedestrian sidewalk, and landscaping (See Staff Report). The proposed CAPUD rezoning is consistent with the City's Comprehensive Plan and the City's Code of Ordinances.

Recommended Action:
Staff recommends approval of Ordinance 25-07.

Attachment(s)/References:
Location Map
Ordinance 25-07
Staff Report

LOCATION MAP

1144 E Plant Street

CAPUD Rezoning



ORDINANCE 25-07

AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 0.25 +/- ACRES OF LAND GENERALLY LOCATED AT 1144 E PLANT STREET, SOUTH OF E PLANT STREET, NORTH OF CAROL ANDERSON DRIVE, WEST OF S WEST CROWN POINT ROAD, AND EAST OF 11TH STREET, FROM C-2 (ARTERIAL COMMERCIAL DISTRICT) TO CAPUD (CHARACTER AREA PLANNED UNIT DEVELOPMENT); PROVIDING FOR CERTAIN CAPUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE 1144 E PLANT STREET CAPUD; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner(s) of real property generally described as approximately 0.25 ± acres of certain real property located at 1144 E Plant Street, generally located south of E Plant Street, north of Carol Anderson Drive, west of S West Crown Point Road, and east of 11th Street in Winter Garden, Florida, being more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”), desire to rezone their property from C-2 (Arterial Commercial District) to CAPUD (Character Area Planned Unit Development”); and

WHEREAS, recently adopted Ordinance 17-06 amended Chapter 118 of the City of Winter Garden Code to add a new Article XIV to establish the East Plant Street Character Area, and to add a new Division 5 of Article V to establish the Character Area Planned Unit Development zoning district; and

WHEREAS, the Planning and Zoning Board has considered this Ordinance and made a recommendation to the City Commission concerning its adoption; 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 adoption of this Ordinance and the proposed development of the Property is consistent with the City of Winter Garden Comprehensive Plan, and the land development regulations set forth in the City of Winter Garden Code of Ordinances; and

WHEREAS, based on competent substantial evidence in the record, the requested rezoning set forth in this Ordinance meets all applicable criteria specified in the City of Winter Garden Comprehensive Plan and the Code of Ordinances; Now therefore;

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

SECTION 1: *Rezoning.* After due notice and public hearing, the zoning

classification of the Property, as described in Exhibit "A" attached hereto, is hereby rezoned from C-2 to CAPUD in the City of Winter Garden, Florida subject to the following conditions, provisions and restrictions:

- a. **Conceptual Plan-** All development on the Property must substantially conform to the requirements identified in the 1144 E Plant Street Character Area Planned Unit Development Plan attached hereto as Exhibit "B." Should any conflict be found between this Ordinance and the 1144 E Plant Street Character Area Planned Unit Development Plan attached hereto as Exhibit "B", then the standards and conditions established by this Ordinance shall control.
- b. **Zoning-** Unless specifically noted elsewhere in Exhibit "B" attached hereto, or expressly provided for herein, all development on the Property must comply with the general zoning requirements of the Character Area Planned Unit Development zoning district and the development standards of the East Plant Street Character Area and its East Plant District overlay area. These requirements include any approval procedures of the Planned Unit Development zoning district.
- c. **Permitted Uses-** The permitted uses for the Property are as follows:
 1. Live/Work (only where shown Exhibit B)
 - a. Upper story residential only; maximum 1 dwelling unit
 - b. Lower story (less the garage) may be used for the non-residential permitted uses and special exception uses allowed by this ordinance.
 - c. The garage and driveway are counted towards the parking requirement for live/work. At no time can the garage be enclosed or converted to commercial space.
 2. Professional Offices.
 3. Medical Offices.
 4. Retail.
 5. Personal Services.
 6. Food and beverage service such as cafes, coffee shops, etc.
 7. Customary accessory uses and structures clearly incidental and subordinate to a principal use.

Provided however, if a specific use is prohibited by subsection e., it shall not be permitted. Subsection e. shall control in the event of a conflict between subsection c. and subsection e. Further, subsection e. shall control in the event of a conflict between subsection d. and subsection e. Uses should be consistent with the structures and areas intended for such uses as shown on the concept plan attached as Exhibit B.

- d. **Special Exception Uses-** The special exception uses for the Property are as follows:
1. Daycares
 2. Other uses which the Planning and Zoning Board determines are of the type and intensity of activity similar to and compatible with the East Plant Street Character Area.
- e. **Prohibited Uses-** The prohibited uses for all areas of the Property are as follows:
1. Any use prohibited in the C-2 Zoning Districts not specifically outlined under the Permitted or Special Exception Uses.
 2. Laboratories or Medical Screening as a primary use.
 3. Automobile, motorcycle, recreational vehicle or boat sales, rental, storage, painting, service or repair or any combination thereof.
 4. Mini / Self Storage Facilities.
 5. Pawn Shops.
 6. Billboards.
 7. Body Art Establishments.
 8. Adult entertainment establishments or pornographic book, magazine, video and novelty stores or sales.
 9. Any building with a drive-in, drive-thru, or pick-up window.
 10. Any use that requires outdoor storage of materials.
 11. All uses not specifically or provisionally permitted in this Ordinance; any use not in keeping with a pedestrian-oriented commercial character.
- f. **Design Criteria/Architectural Standards-**
1. **Architectural Standards-** Any new proposed buildings or structures on the property shall adhere to the aesthetic character and design quality of the proposed architectural renderings, attached hereto as Exhibit "B". The live/work building shall conform to the general layout of the proposed floor plan attached hereto as Exhibit "C". The interior walls and layout may change however, at no time can the commercial space be greater than 500 square feet.
 2. **Maximum Building Height-** The maximum building height shall not exceed 40 feet.
 3. **Landscape Design-** The property shall be required to adhere to the landscape design standards outlined in the Plant Street Character

Area Design Plan and in accordance with Chapter 118, Article XIV of the City of Winter Garden Code of Ordinances.

4. **Site Design-** Bicycle racks, benches, and trash receptacles are required to be provided on site.
 5. **Setbacks and Required Yards-** All buildings and accessory structures shall adhere to the setbacks outlined in the Plant Street Character Area Design Plan and its East Plant District and in accordance with Chapter 118, Article XIV of the City of Winter Garden Code of Ordinances.
 6. **Outdoor Storage-** Outdoor storage of materials or equipment is prohibited.
 7. **Signage-** All signage proposed for the Property shall comply with the Plant Street Character Area sign standards in accordance with the Plant Street Character Area Design Plan and Chapter 118, Article XIV. The signage shall be reviewed at time of Site Plan Review.
 8. **Impervious Surface Area Ratio-** The maximum impervious surface area ratio for the Property shall be consistent with the overall maximum impervious surface area ratio that the Character Area Planned Unit Development is permitted by Saint John's River Water Management District.
 9. **Lighting-** all exterior lighting shall be designed to provide safe, convenient and efficient lighting for pedestrians and vehicles.
 - a) **Street Lighting:** All lighting provided along public streets shall comply with the requirements pertaining to construction and installation of public improvements in accordance with Appendix A, Article II, Section 2.
 - b) **Site Lighting:** Vehicular, building, and pedestrian site lighting shall be designed as dark skies lighting in a consistent and coordinated manner for the entire project in compliance with the requirements of Chapter 118, Article X, Division 4 of the City Code of Ordinances. During the site plan review, a photometric lighting plan will be required.
- g. Staff Conditions-** All development on the Property must comply with the following staff conditions:
1. The design of the area where the existing sidewalk meets the new proposed sidewalk will be reviewed in further detail during the Site

Plan review.

2. 100% of the water/sewer impact fees shall be paid prior to site or building permit issuance or execution of FDEP permit applications by the City. Sanitary laterals and pipes shall be SDR 26 per City standards. Use City Standard Detail Sheets for utilities and public works. All on-site utilities shall be privately owned and maintained.
3. All dumpsters shall be enclosed and shall provide 12' minimum inside clearance (each way inside of bollards), and access by solid waste vehicles.
4. Permits or exemptions shall be required from SJRWMD (stormwater) and FDEP for water and sewer and FDEP NPDES NOI as may be applicable.
5. Any screen walls or retaining walls shall require a separate permit from the Building Department.
6. All utilities shall conform to Chapter 78 of the City Code. Impact fees will be required for any utility connections and shall be paid prior to issuance of building permit and City execution of FDEP permit applications. The site shall be served by City water, sewer and reuse. All utilities required for the development shall be run to the site at the Developer's expense, including potable water, reclaimed water and sanitary sewer. 100% of all required water, irrigation and sewer impact fees shall be paid prior to City execution of FDEP permits and issuance of site or building permits.
7. If thermoplastic pipe is being specified, it shall meet all City material and installation requirements as specified in the City's Standards & Specifications including Class I bedding, HP polypropylene pipe, laser profiling, installation per ASTM D2321, etc. (see under on-line forms on website).
8. Site lighting will be required as well as street lighting on all street frontages if not existing; all lighting shall meet dark skies requirements per City Code.
9. Minimum 5' wide concrete sidewalks shall be constructed along all street frontages pursuant to City Code, except along E Plant Street where the minimum sidewalk width shall be 12'. Existing sidewalks, curbs, & pavement will be checked at completion and any damaged sections shall be replaced.
10. Internal sidewalks shall connect to the public sidewalks in the right-of-way per ADA.
11. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.

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

SECTION 2: *General Requirements.*

- a. **Development Agreement-** If deemed necessary by City Staff, a Development Agreement shall be drafted, approval obtained and recorded prior to approval of any site or building permits for the Property.
- b. **Stand Alone Clause-** Each phase of development of the Property must operate as an individual unit in that each particular phase will be able to stand-alone in the event that no other phase is developed.
- c. **Land Development Approvals and Permits-** This Ordinance does not require the City to issue any permit or approval for development, construction, building permit, or other matter by the City relating to the Property or the project or any portion thereof. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures set forth in the City's Code of

Ordinances and subject to this Ordinance.

- d. **Amendments-** Minor amendments to this Ordinance will be achieved by Resolution of the City Commission of the City of Winter Garden. Major amendments to this Ordinance will require approval of the City Commission of the City of Winter Garden by Ordinance.
- e. **Expiration/Extension-** Expiration of this CAPUD shall be governed in accordance with Section 118-830, City of Winter Garden Code of Ordinances. Time extensions may be granted in accordance with Section 118-829, City of Winter Garden Code of Ordinances.

SECTION 3: 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 4: Non-Severability. Should any portion of this Ordinance be held invalid, then the entire Ordinance shall be null and void.

SECTION 5: Effective Date. This Ordinance shall become effective upon adoption at its second reading.

FIRST READING AND PUBLIC HEARING: _____, 2025.

SECOND READING AND PUBLIC HEARING: _____, 2025.

ADOPTED this _____ day of _____, 2025, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

JOHN REES, Mayor/Commissioner

ATTEST:

ANGELA GRIMMAGE, City Clerk

Exhibit "A"

PARCEL ID#: 13-22-27-0000-00-061

LEGAL DESCRIPTION:

COMMENCE AT THE S.W. CORNER OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE N89°59'59"E, 30.00' TO THE EAST RIGHT-OF-WAY LINE OF HENNIS ROAD (11TH STREET); THENCE ALONG SAID RIGHT-OF-WAY LINE N00°05'32"E, 1034.41' TO A TANGENT CURVE; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 75.00', A LENGTH OF 89.11' A CENTRAL ANGLE OF 68°04'35" TO THE TANGENT SOUTH RIGHT-OF-WAY LINE OF PLANT STREET (OCOE-WINTER GARDEN ROAD); THENCE ALONG SAID RIGHT-OF-WAY N68°10'07"E, 99.34'; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S20°28'46"E, 0.54' TO A NON-TANGENT CURVE; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 9150.00', A LENGTH OF 200.75', A CENTRAL ANGLE OF 01°15'25", WITH A CHORD BEARING AND DISTANCE OF N69°25'12"E, 200.75'; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY AND CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 9150.00', A LENGTH OF 100.99' A CENTRAL ANGLE OF 00°37'57" WITH A CHORD BEARING AND DISTANCE OF N70°21'53"E, 100.99', TO A POINT OF REVERSE CURVE; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 9250.001, A LENGTH OF 98.18' A CENTRAL ANGLE OF 00°36'29" WITH A CHORD BEARING AND DISTANCE OF N70°22'37"E, 98.17' TO A NON-TANGENT LINE; THENCE ALONG SAID RIGHT-OF-WAY AND NON-TANGENT LINE N69°36'39"E, 146.28'; THENCE ALONG SAID RIGHT-OF-WAY N69°36'38"E, 4.06'; THENCE ALONG SAID RIGHT-OF-WAY S21°50'25"E, 1.29'; THENCE ALONG SAID RIGHT-OF-WAY N68°12'42"E, 149.44' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N68°12'42"E, 50.56'; THENCE DEPARTING SAID RIGHT-OF-WAY S21°49'53"E, 200.00' TO THE NORTH LINE OF HORIZON OAKS PLAT BOOK 26, PAGE 96 AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID PLAT LINE S68°10'07"W, 56.89'; THENCE DEPARTING SAID PLAT LINE N20°01'09"W, 200.14' TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES, MORE OR LESS.

Exhibit "B"

COVER PAGE

1144 E Plant Street CAPUD PLAN

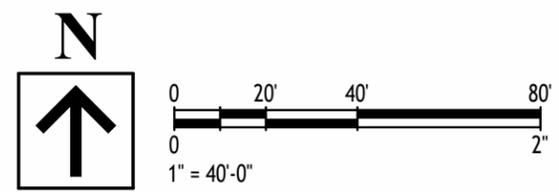
(5 PAGES - ATTACHED)

1144 E PLANT STREET CONCEPT SITE PLAN

CITY OF WINTER GARDEN, FL



SITE LIGHTING NOTE:
NO NEW SITE LIGHTING IS BEING PROPOSED.



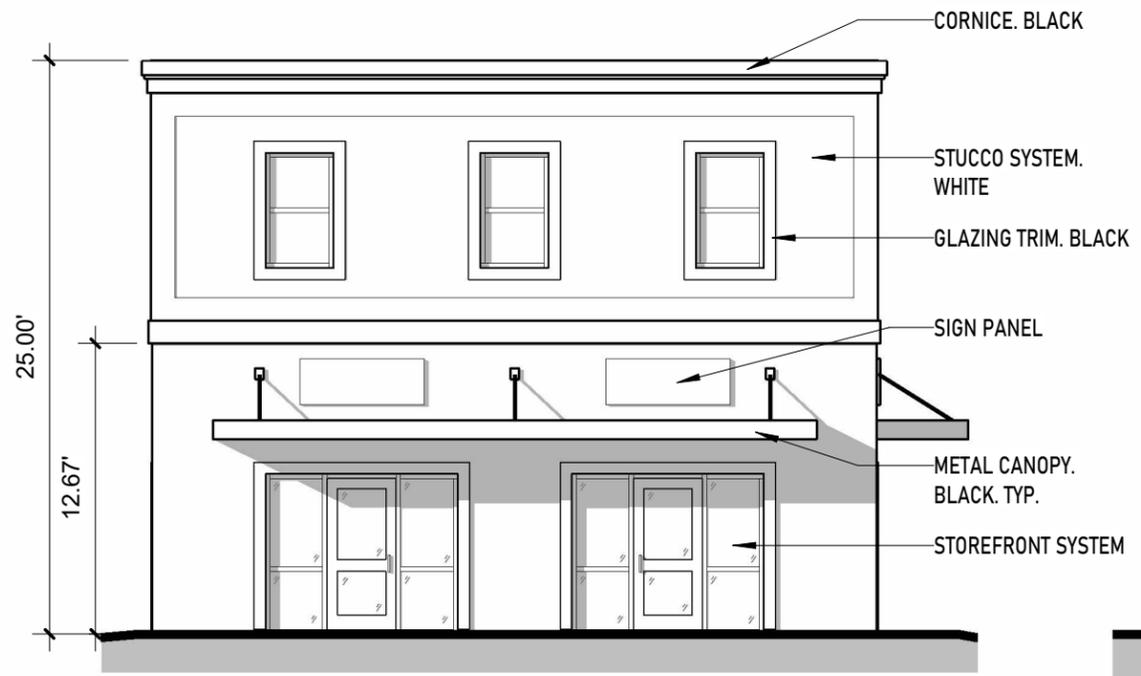
TOTAL PARCEL AREA:	10,342 SF
EXISTING IMPERVIOUS PAVEMENT AREA:	88 SF
NEW IMPERVIOUS PAVEMENT AREA:	3,901 SF
NEW IMPERVIOUS SIDEWALK AREA:	456 SF
NEW COMMERCIAL BUILDING FOOTPRINT:	1,831 SF
NEW LIVE WORK UNIT FOOTPRINT:	816 SF
TOTAL IMPERVIOUS AREA:	7,192 SF
TOTAL PERVIOUS AREA:	3,150 SF
ISR:	69.5%
FAR:	34.3%

ZACH KASKY ARCHITECTURE
PROFESSIONAL DESIGN

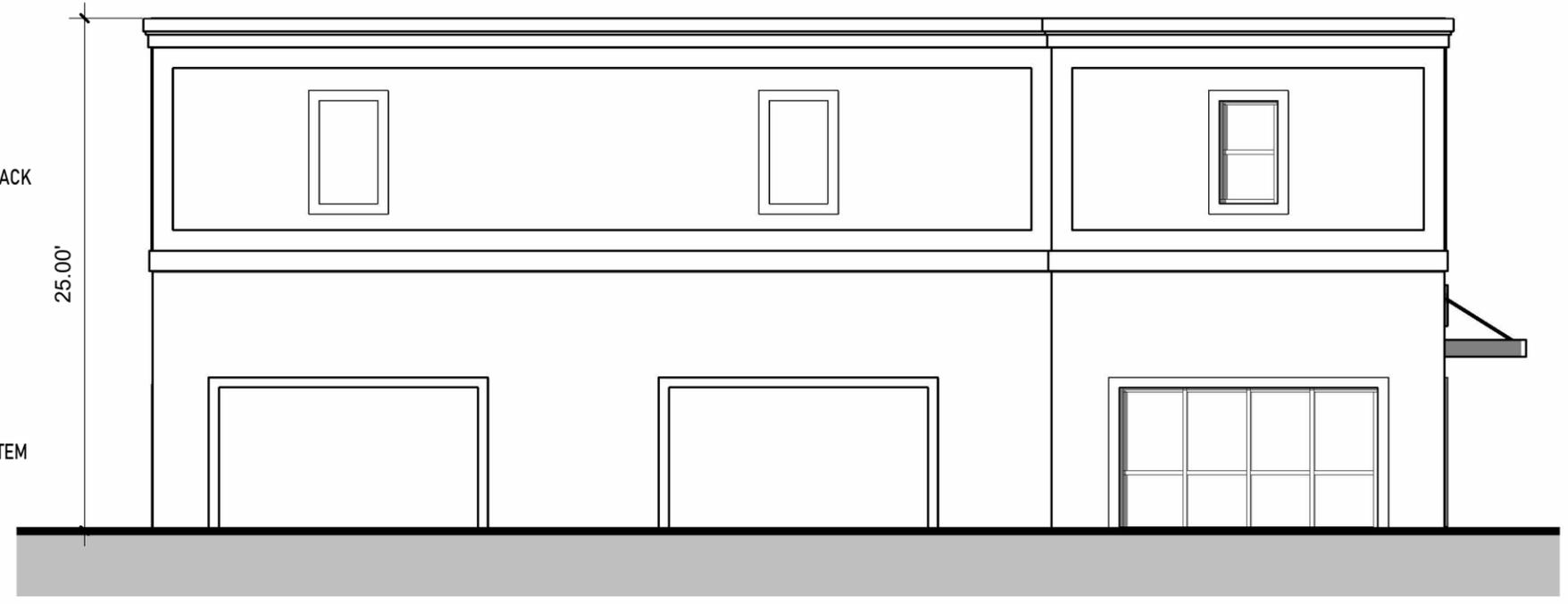
PO Box 780173, Orlando, FL 32828
407-990-5554
info@zkarch.com | www.zkarch.com

GIL INC.
1144 E PLANT STREET - SITE CONCEPT

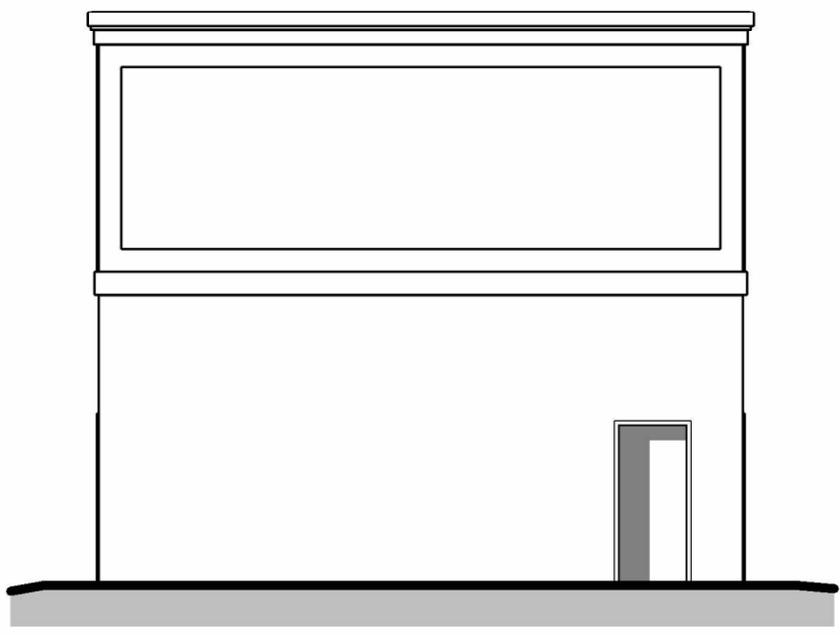
CONCEPT SITE PLAN AND STREET PERSPECTIVE		CN 10.1
Project number	2023034	
Date	DEC. 31, 2024	
Drawn by	ZK	
Checked by	ZK	
Scale		1" = 40'-0"



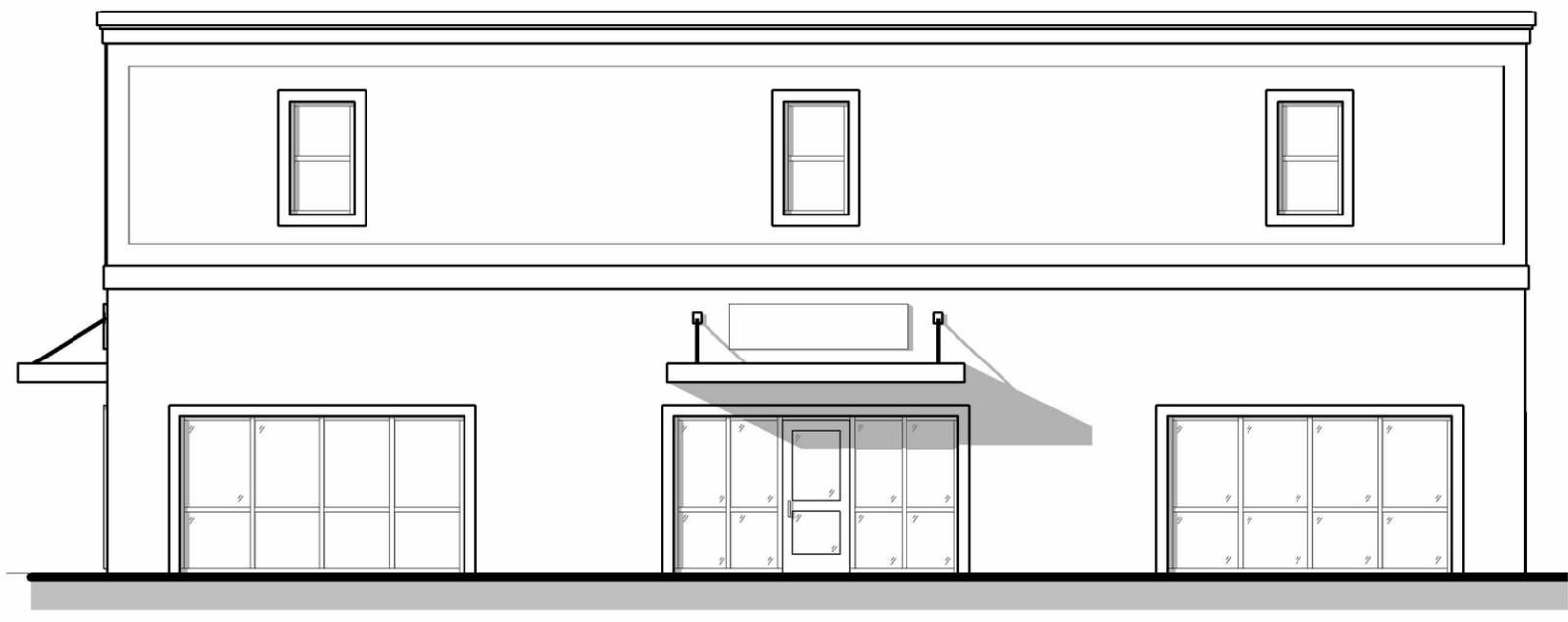
1 EXTERIOR ELEVATION - NORTH (PLANT ST)
1/8" = 1'-0"



2 EXTERIOR ELEVATION - EAST (PLANT ST)
1/8" = 1'-0"



3 EXTERIOR ELEVATION - SOUTH (PLANT ST)
1/8" = 1'-0"



4 EXTERIOR ELEVATION - WEST (PLANT ST)
1/8" = 1'-0"

ZACH KASKY
ARCHITECTURE
PROFESSIONAL DESIGN

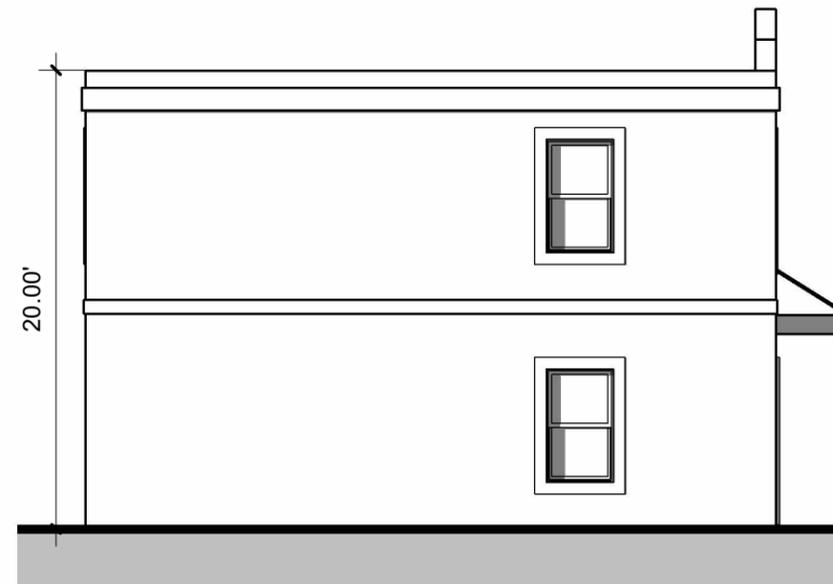
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GIL INC.
1144 E PLANT STREET - SITE CONCEPT

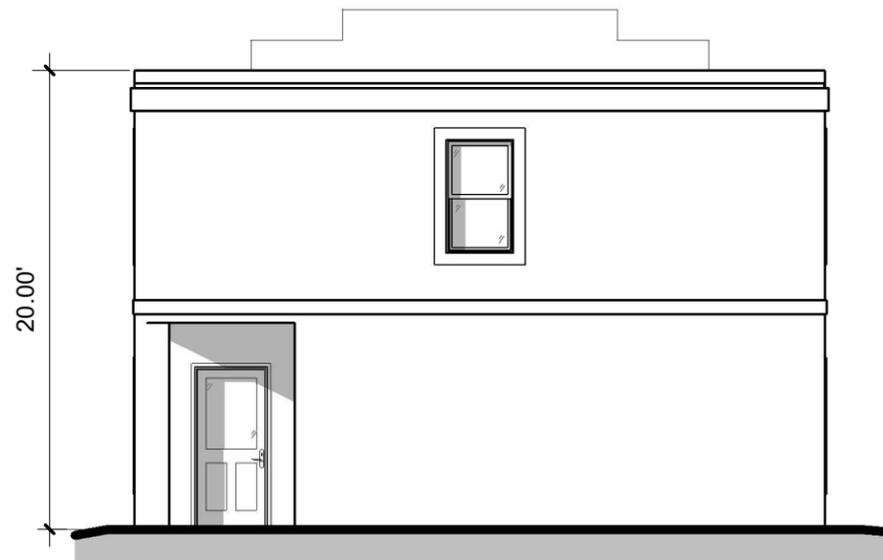
PLANT STREET BUILDING ELEVATIONS		CN 10.2
Project number	2023034	
Date	DEC. 31, 2024	
Drawn by	ZK	
Checked by	ZK	Scale 1/8" = 1'-0"



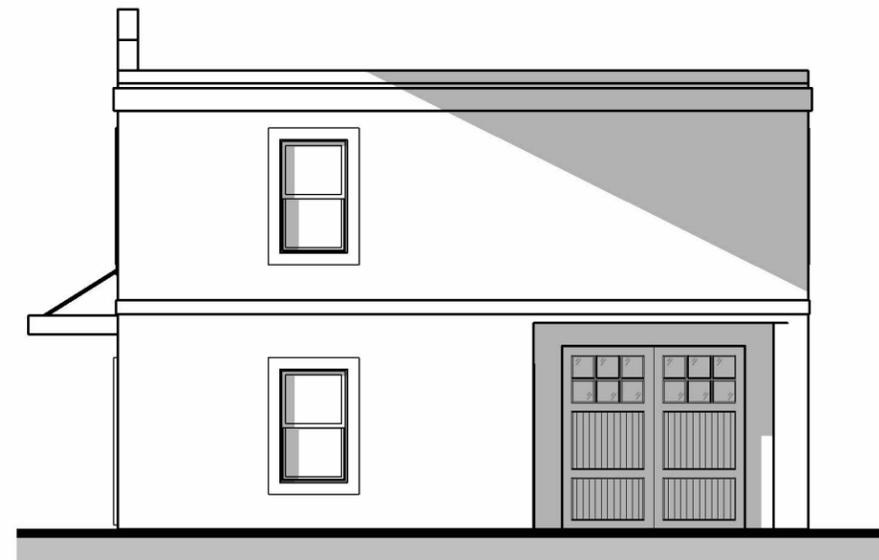
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1/8" = 1'-0"



2 EXTERIOR ELEVATION - EAST (LIVE WORK UNIT)
1/8" = 1'-0"



3 EXTERIOR ELEVATION - SOUTH (LIVE WORK UNIT)
1/8" = 1'-0"



4 EXTERIOR ELEVATION - WEST (LIVE WORK UNIT)
1/8" = 1'-0"



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 407-990-5554
 info@zkarch.com | www.zkarch.com

GIL INC.

1144 E PLANT STREET - SITE CONCEPT

PERSPECTIVE VIEW

Project number	2023034
Date	DEC. 31, 2024
Drawn by	Author
Checked by	Checker

CN 10.4

Scale



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 ARCHITECTURE
 PROFESSIONAL DESIGN
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GIL INC.

1144 E PLANT STREET - SITE CONCEPT

PERSPECTIVE VIEW

Project number	2023034
Date	DEC. 31, 2024
Drawn by	Author
Checked by	Checker

CN 10.5

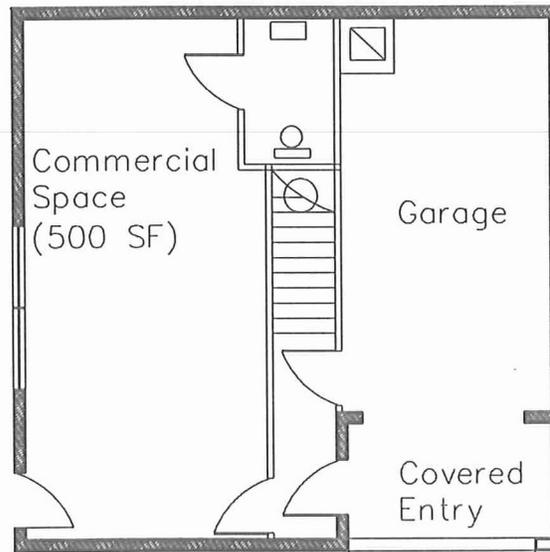
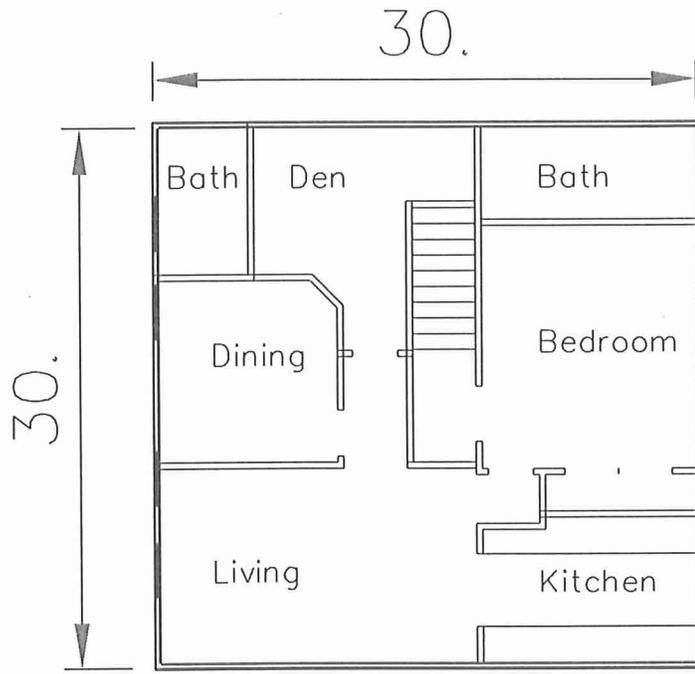
Scale

Exhibit "C"

COVER PAGE

1144 E Plant Street CAPUD LIVE/WORK FLOOR PLAN

(1 PAGE - ATTACHED)



LIVE
WORK
UNIT

Parking/
Driveway

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: KELLY CARSON, PLANNING DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: JANUARY 16, 2025
SUBJECT: REVIEW OF CHARACTER AREA PLANNED UNIT DEVELOPMENT (CAPUD)
1114 EAST PLANT STREET – GIL INC. – 3rd Review

Pursuant to your request, we have reviewed the revised CAPUD re-zoning plan received from Planning 1/14/25 for compliance with the City's stormwater and site requirements. Since this review is preliminary for re-zoning only, our comments are limited to the information submitted and do not address detailed review of the drainage, roadway and utility systems that were not submitted. This was submitted in response to our zoning review of 11/27/24 and DRC meeting of 12/18/24 where it was referred to staff review only.

ENGINEERING COMMENTS

While we have no specific comments concerning the re-zoning which is primarily a function of Community Development/Planning, please have the Applicant address the following comments in future submittals:

1. The Planning Department shall review and approve proposed uses/zoning, setbacks, parking, landscaping, buffering, lighting, and signage requirements including the Plant Street Overlay requirements.
2. Refer to Section 118-68 of the City Code for site plan requirements.
3. A separate tree removal permit is required to remove any trees. Coordinate with Building Department. No trees may be planted over or within 5 feet of any utility lines. Only sod or shrubs may be planted over utility lines.
4. General Requirements (note all on future submittals):
 - a. All gravity sanitary pipe and fittings shall be SDR 26.
 - b. All compaction shall be 98% of the modified proctor maximum density (AASHTO T-180).
 - c. As-built record drawings shall comply with City of Winter Garden requirements available on-line (note on plan).
 - d. All Storm ($\geq 12''$) and Sanitary lines ($\geq 6''$) shall be inspected by CCTV prior to completion.
 - e. Use City Standard Detail sheets for utilities and public works (see City website).
 - f. If Thermoplastic pipe is used it shall meet all City material and installation requirements as specified in the City's Standards & Specifications including Class I bedding, HP polypropylene pipe (**not HDPE or N-12**), laser profiling, installation per ASTM D2321, etc. (see under on-line forms on website).
 - g. All utilities shall be underground pursuant to Code (Sec. 18-33) including electrical power, cable, telephone, etc.
5. All driveways shall meet the City's driveway requirements as specified in Code: 24' minimum width – 36' maximum, including transitions; 15' minimum side setback from property line. See Section 2.10 of Appendix A of the City Code concerning commercial/industrial driveways.

The plan shows a shared driveway with the property to the west, 1142 E Plant. Cross access/parking/drainage & utility easement is acknowledged and has been recorded.

6. Drainage: Provide existing drainage pattern and proposed drainage methodology. Off-site drainage shall be accommodated. Maximum impervious surface for CAPUD zoning is 80% but must be supported by the SJRWMD permit.
7. All utilities shall conform to Chapter 78 of the City Code. Impact fees will be required for any utility connections and shall be paid prior to issuance of building permit and City execution of FDEP permit applications. The site shall be served by City water, sewer and reuse. All utilities required for the development shall be run to the site at the Developer's expense, including potable water, reclaimed water and sanitary sewer.
8. 100% of the water/sewer impact fees shall be paid prior to site or building permit issuance or execution of FDEP permit applications by the City. Use City Standard Detail Sheets for utilities and public works.
9. Any signs, screen walls or retaining walls shall require a separate permit from the Building Department.
10. Site lighting will be required as well as on all street frontages if not existing; all lighting shall meet dark skies requirements per City Code.
11. Minimum 5' wide concrete sidewalks shall be constructed along all street frontages pursuant to City Code. Existing sidewalks, curbs, & pavement will be checked at completion and any damaged sections shall be replaced.
12. All water & irrigation meters shall be located within the right-of-way or within a utility easement. Separate irrigation meter required.
13. All dumpsters shall be enclosed and shall provide **12'** minimum inside clearance (each way inside of bollards and gate hardware), and access by solid waste vehicles. Coordinate additional requirements with Public Services Department, Solid Waste Division.
14. Streetlighting both internally and on all street frontages (if not existing) is required pursuant to City Code, – dark skies lighting is required. A photometric plan shall be provided for review by Planning Department.
15. Provide irrigation plan, including size and location of irrigation meter. Landscaping shall not encroach on required sight lines at intersections or driveways. Design Engineer shall provide certification that sight distance requirements are being met (show sight triangles). All irrigation on the site shall be designed to be supplied by reclaimed water when available and shall be served by a jumper to potable water until that time.
16. Permits, modifications, or exemptions shall be provided from SJRWMD for stormwater and FDEP for water, wastewater and NPDES NOI as may be appropriate.

PLANNING COMMENTS

17. If approved for rezoning, a full site plan review is required. DRC will review the site plan for compliance with all development regulations including, but not limited to, setbacks, impervious surface maximums, parking, ingress/egress, circulation, landscape and buffering, utility and public service infrastructure, stormwater, fire safety, architectural design, lighting, signage, transportation impacts, and conformance to all other City standards, specifications, and Code of Ordinances.
18. At site plan review the applicant will be required to submit a landscape and irrigation plan signed and sealed by a certified Landscape Architect. The landscape plan should address required streetscape along Plant Street per 4.5.6(a) of the Overlay District Standards as well as the rear buffer per Table 4.4.13 Side and Rear Buffer Requirements.
19. City Staff has reviewed the Traffic Impact Analysis methodology. The data is sufficient to move forward with rezoning, however a full TIA will be required at Site Plan Review.

STANDARD GENERAL CONDITIONS

20. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.
21. Fencing shall meet all City requirements for height, type, etc. Chain link fencing shall be vinyl coated per Code.
22. All work shall conform to City of Winter Garden standards and specifications.
23. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
24. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
25. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
26. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of site or building permits.
27. Additional comments will 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

PLANNING & ZONING DIVISION

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

STAFF REPORT

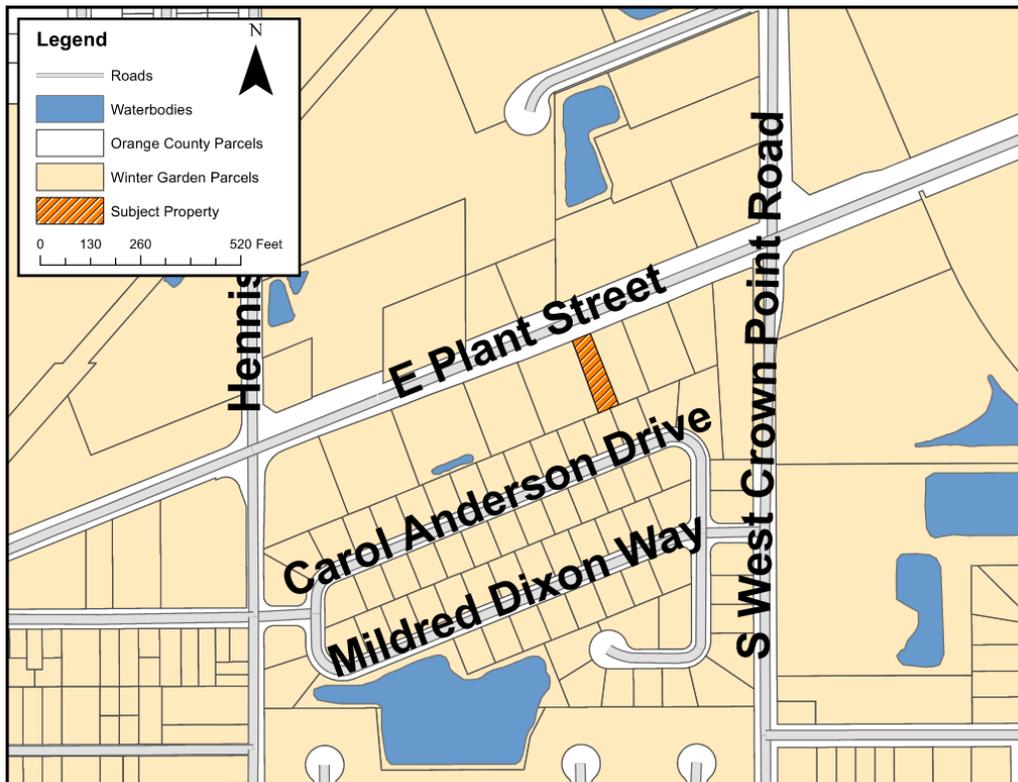
TO: PLANNING AND ZONING BOARD
PREPARED BY: SHANE FRIEDMAN, PLANNING SUPERVISOR
DATE: FEBRUARY 3, 2025
SUBJECT: CAPUD REZONING (ORDS 25-07)
1144 E Plant St (0.25 +/- ACRES)
Parcel ID# 13-22-27-0000-00-061

APPLICANT: GIL, Inc. // Doug Laman

INTRODUCTION

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

The subject property, located at the southeast corner of E Plant Street, is approximately 0.25 ± acres in size. The map below depicts the location of the subject property within the City of Winter Garden municipal limits:



The subject property is located within the City of Winter Garden's municipal limits, and currently carries the zoning designation C-2 (Arterial Commercial District). The subject property is designated (COM) Commercial on the Future Land Use Map of the Comprehensive Plan. The applicant is requesting to rezone 0.25 ± acres of land to CAPUD (Character Area Planned Unit Development).

The subject property is located within the East Plant District of the Plant Street Character Area overlay. The Character Area Planned Unit Development zoning district was established by Ordinance 17-06 and was adopted by City Commission on June 22, 2017.

EXISTING USE

The property is currently undeveloped. The property is one of seven that the applicant owns between 11th Street and S West Crown Point Road on the south side of E Plant Street. Although undeveloped the property does have an existing right-in/right-out entry from Plant Street that exists.

ADJACENT LAND USE AND ZONING

The properties to the north of the subject property are developed with commercial warehouse/retail buildings, are zoned I-1, and are within the City's municipal limits. The property to the east is developed with a single-story office/retail building, operating as a church, and is within the City's municipal limits. The property to the west is undeveloped, zoned C-2, and is within the City's municipal limits. The properties to the south are developed with single-family homes, are zoned R-2, and are within the City's municipal limits.

PROPOSED USE

The applicant is requesting CAPUD rezoning to permit the redevelopment of the 0.25 ± acre site, which will consist of two buildings. Building 1 will abut E Plant Street and be composed of two commercial office/retail suites totaling 1,831 square feet. Building 2 will be in the rear of the site and will be composed of a two-story live/work building.

The residential (live/work) component of Building 2 will be 500-sf of commercial on the first floor, which includes a garage and carport, and around 840 square of living space on the second floor (see floor plan Exhibit "C" of Ordinance). Parking is situated between the two buildings with a future dumpster location southwest of Building 2 in the rear of the property. The garage and interior carport are strictly intended for the used of the live/work building. The project has been designed to meet the pedestrian-oriented design and architectural requirements of the Plant Street Character Area Overlay.

COMMUNITY MEETING

On January 22, 2025, a community meeting was held in the City Commission Chambers to discuss the proposed CAPUD rezoning with surrounding property owners. The meeting only had two attendees who inquired about the permitted uses. Staff explained that the permitted uses were those found in C-2 zoning district, however the prohibited uses were more robust.

APPROVAL CRITERIA

In accordance with the City's Comprehensive Plan and Land Development Regulations, a proposed planned unit development and its associated preliminary development plan may be approved only after competent, substantial evidence has been presented which allows the following determinations to be made: (staff conclusions/findings are underlined)

- (1) The proposed PUD is consistent with the land development regulations, comprehensive plan and the future land use map;

The proposed CAPUD is consistent with the land development regulations, comprehensive plan, and the future land use map. See other portions of this report concerning consistency with the land development regulations.

- (2) The proposed PUD will not substantially devalue or prevent reasonable use and enjoyment of the adjacent properties;

The proposed CAPUD project will not deprive or prevent adjacent property owners of any rights or abilities to enjoy or continue existing uses of their property or to develop their property in accordance with the city's land development regulations and comprehensive plan goals, objectives, and policies. The proposed CAPUD was designed according to the Plant Street Character Area Overlay standards with the intent to maintain and enhance property values.

- (3) Adequate public infrastructure facilities and water and sewer service to support the development of the proposed PUD are available or an agreement or binding conditions have been established that will provide these facilities, improvements and services in a reasonable time frame;

All necessary utility lines (water, sewer, and reclaimed water) will be extended and connections made to serve the development of the property, all extension and connection costs shall be borne by the property owner. Utility lines are available along E Plant Street and accessible to the property owner. Any Developer's Agreement detailing the obligations of the developer associated with the proposed CAPUD that may be required will be determined during Site Plan Review.

- (4) The proposed PUD will not allow a type or intensity of development that is premature or presently out of character in relationship to the surrounding area;

The proposed CAPUD project is consistent with the comprehensive plan's goals, objectives and policies for the Commercial future land use designation; the CAPUD zoning criteria; and the City's land development regulations. The proposed buildings will not cause the project to have a floor area ratio that exceeds 0.35, which is consistent with the Comprehensive Plan policy for the Commercial FLU. Furthermore, the proposed buildings are only 25 feet in height. Comparatively speaking the abutting residential R-2 single-family zoning district allows 30 feet in height.

- (5) The rezoning will not interfere with an adjacent property owner's reasonable expectation of use or enjoyment; and

In accordance with the City's comprehensive plan, the zoning designations permitted within the Commercial future land use designation include Planned Development zoning

designations. Further, in accordance with land development regulations and the comprehensive plan, the proposed CAPUD will provide for adequate buffering against adjoining properties and rights-of-way. There is an existing 6-foot-tall concrete panel wall that was installed several years ago. The wall along with a ten-foot landscape buffer should provide screening.

- (6) There is availability and adequacy of primary streets and thoroughfares to support traffic to be generated within the proposed PUD and the surrounding area, or an agreement or binding conditions have been established that will provide such transportation facilities to support said traffic in a reasonable time frame.

The property has access off E Plant Street. The roadway segment of E Plant Street between SR-429 and Dillard Street is considered an arterial roadway by the City's Multimodal Transportation Map which is an appropriate location for mixed use development. Also, during the improvements to E Plant Street by the City, which saw the road widened and turn lanes created, the installation of a right-in/right-out access was provided. This included a sidewalk and proper crosswalk striping.

All driveway improvements will be constructed at the owner's expense and in compliance with City concurrency standards for transportation.

- (7) The degree of departure or conformity of the proposed PUD with surrounding areas in terms of character and density.

The proposed CAPUD project is consistent with the comprehensive plan's goals, objectives and policies for the Commercial future land use designation and the CAPUD zoning criteria and land development regulations. Except for the live/work unit, only commercial uses such as office and retail will be permitted, and the property will not have a floor area ratio that exceeds 0.35. The property will have a single dwelling unit provided as a live-work apartment above the commercial space in the rear of the property making the density negligible in terms of impacts. This is consistent with the Comprehensive Plan policy for the Commercial FLU.

- (8) Compatibility of uses and improvements within the PUD and the relationship with surrounding existing or proposed developments.

The proposed CAPUD project will include pedestrian improvements, especially along E Plant Street, which includes a wide 12' +/- multi-modal sidewalk with street tree plantings. This new sidewalk ties into the existing concrete sidewalks located within the adjacent rights-of-way. These improvements will enhance pedestrian and bicycle circulation in the area.

- (9) Prevention of erosion and degrading or enhancement of the surrounding areas.

To the greatest extent possible, stormwater management features will be designed as landscape amenities. Proper erosion and sedimentation control measures will be taken during the construction process.

- (10) Provision for recreation facilities, surface drainage, flood control and soil conservation as shown in the preliminary development plan.

The subject property complies with the impervious surface maximum requirements of the

Land Development Code (80%). Stormwater management for the proposed CAPUD project will be required to satisfy the City of Winter Garden's requirements and the St. John's Water Management District. At 0.25 ± acres in size the project is exempt from the park area requirement in the Overlay for new development. Although a park is not provided, given its size, the property will still have 30% open space with landscaping.

- (11) The nature, intent and compatibility of any common open space, including the proposed method for the maintenance and conservation of the common open space.

There are no current or future plans to develop the designated open space areas – they will remain open in perpetuity under single ownership.

- (12) The feasibility and compatibility of the specified stage(s) or phase(s) contained in the preliminary development plan to exist as an independent development.

The proposed project will be completed in one phase.

- (13) The availability of existing or planned reclaimed water service to support the proposed PUD.

Reclaimed water service is not currently available to serve the property on which the CAPUD is proposed to be developed. However, Staff will require that the property be set up to easily connect to reclaimed water service once it becomes available in the area. All other necessary utility lines (water, sanitary sewer, etc.) will be connected to serve the development of the property, and all connection costs shall be borne by the property owner.

- (14) The benefits within the proposed PUD development and to the general public to justify the requested departure from standard land use requirements inherent in a PUD classification.

The proposed CAPUD includes requirements regarding specific development and architectural standards, as outlined in an exhibit that is part of the CAPUD ordinance. The building architecture must adhere to the rendering exhibited with the CAPUD ordinance, and the site must be developed in a way that is consistent with the exhibited site plan. Staff has worked closely with the applicant to ensure the project achieves pedestrian-oriented design, architectural quality, adequate buffering, streetscape amenities, and aesthetic harmony with surrounding properties.

- (15) The conformity and compatibility of the proposed common open space, residential and/or nonresidential uses within the proposed PUD.

The project is small at 0.25 ± acres in size and will not have a common open space aside from the 12' wide sidewalk required along the frontage.

- (16) Architectural characteristics of proposed residential and/or nonresidential development.

Staff has coordinated closely with the applicant to ensure the building exhibits quality architectural design and will fit in harmoniously with the character of surrounding properties and the architectural standards of the Plant Street Character Area overlay. The building is required to be consistent with the rendering exhibited in the CAPUD. The live/work building was designed to have interior stairs and function as a typical residential apartment above the commercial component without the need to enter through an exterior access.

(17) A listing of the specific types of nonresidential uses to be allowed.

The permitted uses in the proposed CAPUD include office, retail/mercantile, food service such as cafes or coffee shops, personal services, and medical offices (excluding laboratories). The property has a Commercial Future Land Use designation which permits “...retail, service, and professional activities”. Furthermore, the CAPUD zoning designation and overlay standards permits commercial uses.

PLANT STREET CHARACTER AREA REQUIREMENTS

In addition to the rezoning criteria, when considering a rezoning to character area planned unit development that incorporates deviations from the development standards of City of Winter Garden Code Chapter 118, Article XIV, the city shall consider the extent to which the proposed development, taken as a whole (staff conclusions/findings are underlined):

(1) Advances the stated vision and principles of the character area, including:

- a. Promotes modes of transportation other than the automobile, including walking and transit;

The project includes streetscape improvements along E Plant Street including a wide 12'+/- multi-use sidewalk and street trees where permissible. The proposed pedestrian improvements will tie into other existing adjacent pedestrian and bicycle facilities. The parking area is located between the buildings away from the street, providing screening and deemphasizing the automobile as the sole transportation option. The live/work building promotes a reduction in the need to travel by the tenants by allowing them to work and receive customers at their home/office.

- b. Creates a built environment that is in scale with pedestrian-oriented activities and provides visual interest and orientation for pedestrians; and

The look and feel of the buildings are a traditional mercantile design emphasizing storefronts and awnings on the first floor and single hung windows on the second floor. The maximum height of 25'(two-stories) provides a more pedestrian scale presence along the frontage and sidewalks.

- c. Contributes to a mix of uses in the area that are compatible with each other and work together to support the stated vision.

The proposed development will attract high-quality commercial businesses, which will fit in well among the other existing and proposed uses in the area, which includes a mix of residential, commercial and industrial buildings. The addition of the live/work building further promotes a mix of uses that are compatible and pedestrian oriented.

(2) Is consistent with the intent of the standards applicable to the sub-district and district in which it is located.

The proposed development is consistent with the standards and overall vision of the East Plant District.

(3) Is physically and functionally integrated with the built environment in which it is located;

and

The proposed development will integrate seamlessly with the built environment, responding to the existing street alignment by pushing the building closer to the roads than the building does currently and providing an outward-facing community-oriented space.

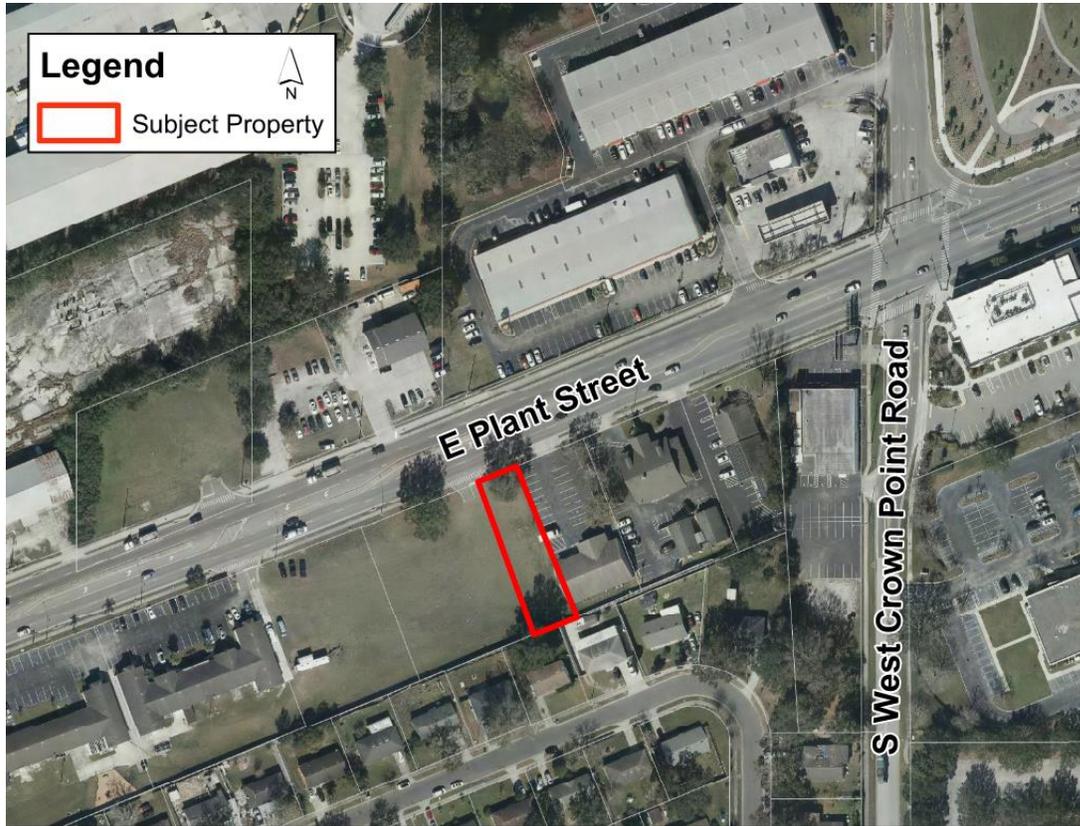
- (4) The potential impacts of the proposed deviation on surrounding properties and the extent to which any adverse impacts from such deviation can be mitigated.

No adverse impacts to surrounding properties are anticipated to be created by the proposed development.

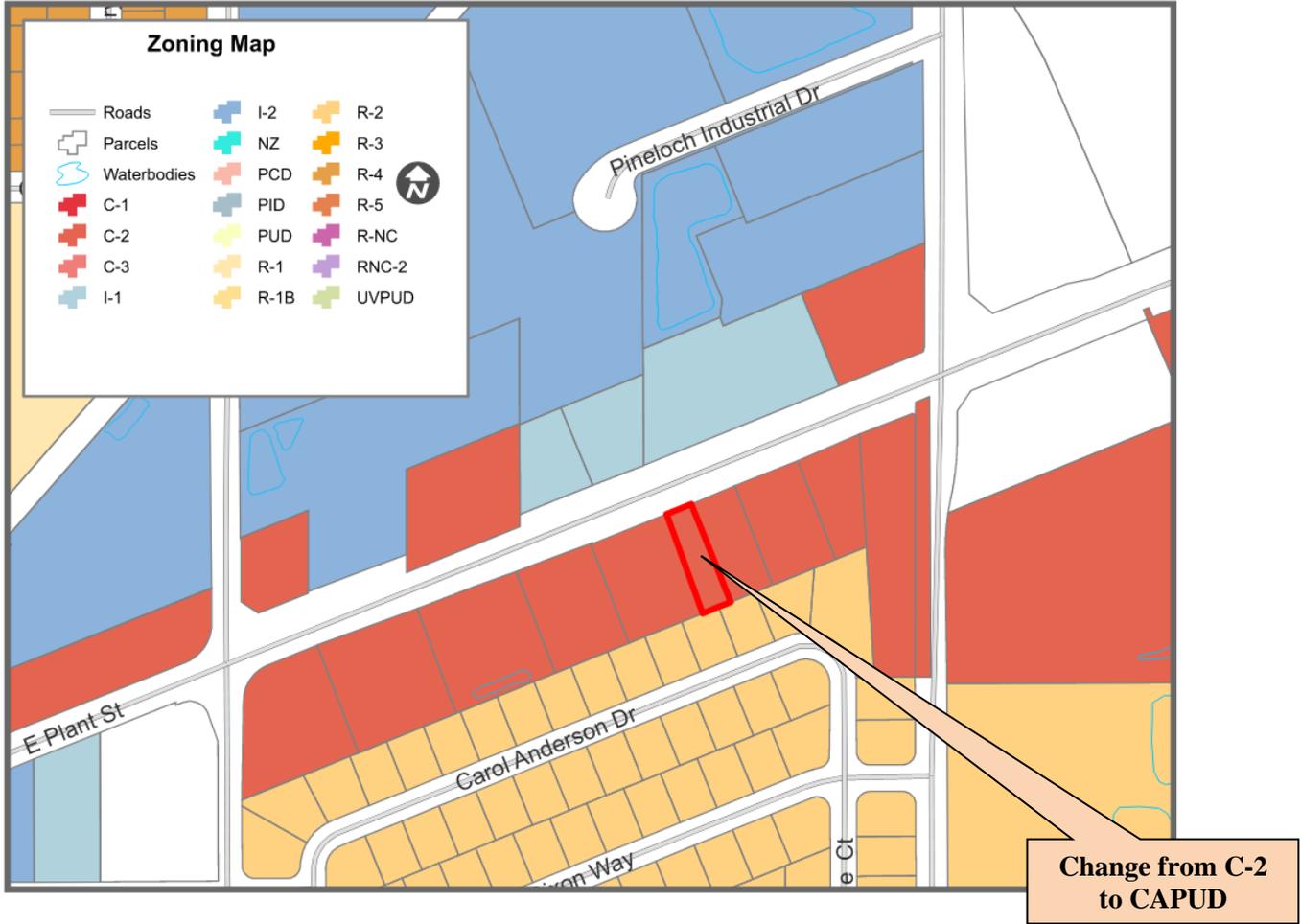
SUMMARY

City Staff recommends approval of the proposed Ordinance 25-07. Rezoning the subject property from C-2 to CAPUD is consistent with the City's Comprehensive Plan, Future Land Use Map, land development regulations, Plant Street Character Area Design Criteria, and is consistent with the trend of development in the area.

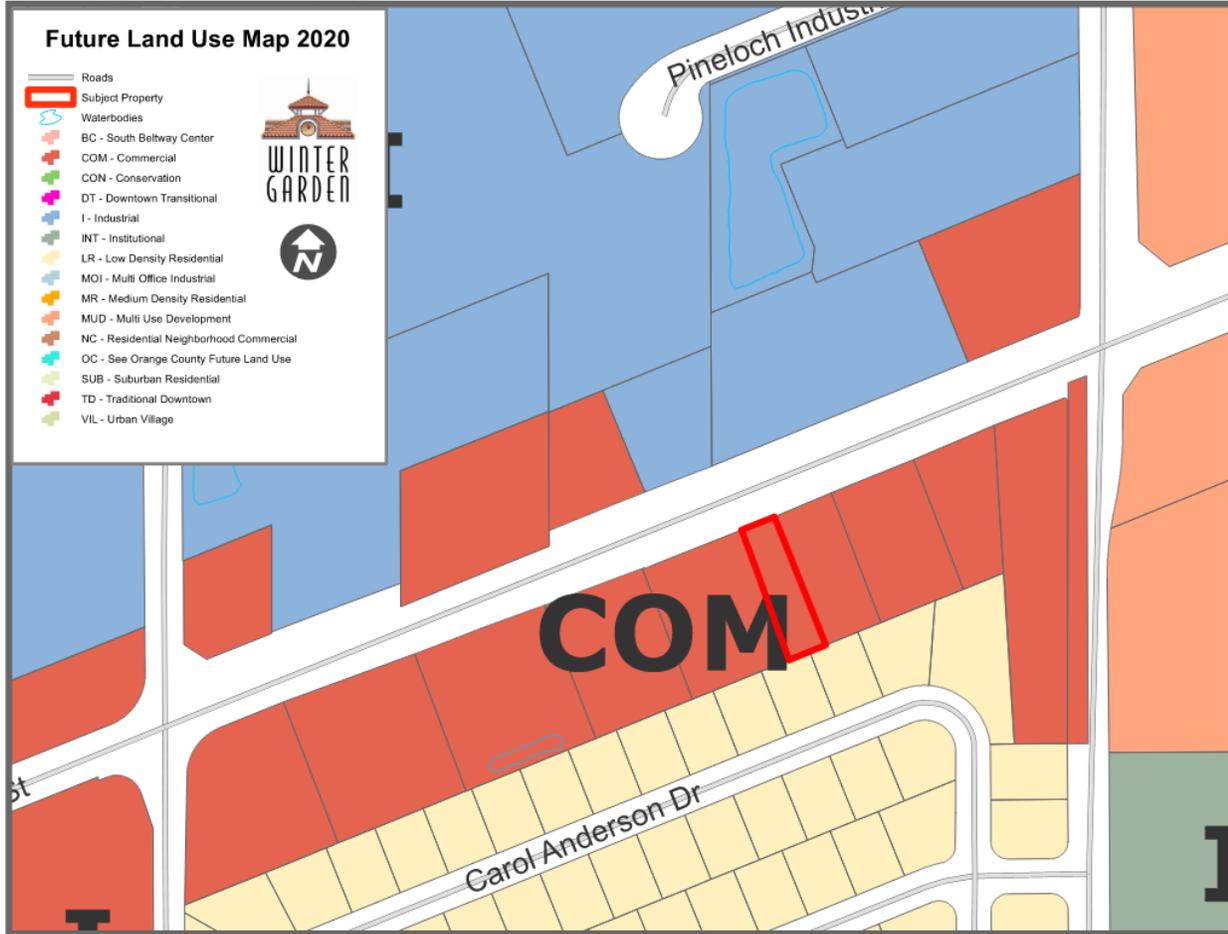
AERIAL PHOTO
1144 E Plant Street



ZONING MAP
1144 E Plant Street



FUTURE LAND USE MAP
1144 E Plant Street



END OF STAFF REPORT

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Laura Coar, Parks and Recreation Director

Via: Jon C. Williams, City Manager

Date: February 20, 2025 **Meeting Date:** February 27, 2025

Subject: Approval to engage HDLA Landscape Architects and McCoy Design to provide planning and designs services for signage and interpretations for Tucker Ranch Wellness Park.

Issue: This proposal includes services relating to the development of signage, wayfinding and donor recognition throughout Tucker Ranch.

Recommended Action:

Staff recommends approval to engage HDLA Landscape Architects and McCoy Design for planning and designs services relating to signage and interpretations for Tucker Ranch Wellness Park in the amount of \$136,730.00.

Attachment(s)/References:

HDLA Proposal



PROPOSAL

TUCKER RANCH WELLNESS PARK & GARDEN
SIGNAGE AND INTERPRETATION PLANNING & DESIGN
WINTER GARDEN, FL

To: Laura Coar
Parks & Recreation Director
City of Winter Garden
300 W Plant Street
Winter Garden, FL 34787

From: Chris Barkley – Partner
HDLA
507 Main Street
Nashville, TN 37206
615.327.4447
cbarkley@hodgsondouglas.com

Date: February 07, 2025

RE: Proposal for Landscape Architecture Services

We are pleased to submit the following proposal for Signage and Interpretation Planning & Design for Tucker Ranch Wellness Park & Garden in Winter Garden, FL. We are appreciative for the opportunity to provide you with this proposal and look forward to continuing our collaboration with you on this exciting project.

We have attached, as Exhibit A, the proposal from McCoy Design for the Signage/Wayfinding/Donor Recognition and Interpretive Development/ Those fees are shown as part of the Compensation listed in this proposal.

Please find our outlined scope of work and associated fees below.



SCOPE OF WORK

Task 1 – Background

- Participate in a two-hour onboarding virtual meeting
- Answer questions via email

Task 2 – On-Site Workshop 1: Envisioning

- Participate in one (1) two-hour virtual progress meeting
- Participate in one (1) two-day on-site meeting to:
 - Walk the site and Downtown Winter Garden
 - Actively collaborate in real-time with the City and Design Team to:
 - a. Brainstorm and develop the initial Signage Master Plan and sign concepts
 - b. Establish aesthetic direction for signage templates
 - c. Identify initial interpretive themes and subthemes for expression across the site
 - d. Review and provide input via one (1) two-hour virtual meeting
 - Review Workshop Executive Summary

Task 3 – On-Site Workshop 2: Review and Evolution

- Participate in one (1) two-hour virtual progress meeting
- Participate in one (1) two-day on-site meeting to:
 - Assess and evolve Draft 1 interpretive themes, subthemes, and media during one (1) one-day on-site workshop
 - Review Workshop Executive Summary

Task 4 - Final Documentation

- Participate in one (1) two-hour virtual progress meeting
- Review progress documents
- Participate in one (1) two-hour final review virtual meeting

Task 5 – Coordination

- Ongoing coordination with the City and Design Team as needed
- Virtual meetings with the City and Design Team as needed but not included in Tasks 1-4



COMPENSATION

We have based the following fee schedule on our experience, anticipated project budget and anticipated time it will take to complete the below tasks for each garden area. If we have misunderstood any part of this scope, we are happy to review both the scope of work and associated fees.

McCoy Design Interpretive Development
Per the attached Exhibit A
Lump Sum Fee\$26,220.00

McCoy Design Signage/Wayfinding/Donor Recognition
Per the attached Exhibit A
Lump Sum Fee\$79,550.00

The following tasks below represent the tasks and fees for HDLA and 3FD:

Task 1: Background
Lump Sum Fee \$1,500.00

Task 2: On-Site Workshop 1: Envisioning
Lump Sum Fee\$13,470.00

Task 3: On-Site Workshop 2: Review and Evolution
Lump Sum Fee \$8,880.00

Task 4: Final Documentation
Lump Sum Fee \$2,475.00

Task 5: Coordination
Lump Sum Fee \$4,635.00

Total Lump Sum Fee.....\$136,730.00

Above fees represent 2024 Hourly Rates.

Excluded from the basic fee would be reimbursable expenses incurred on the Owner’s behalf including photocopies, printing, plotting, postage, fax, overnight services, courier service, photography, travel, mileage @ .67/mile and per diem expenses. All moneys over 30 days shall be assessed 1% interest per month.

Reimbursable expenses shall be billed at cost.

Billing will be monthly for all work performed and expenses incurred on your behalf.

Reimbursable Expenses for all Consultants
Not to Exceed\$10,000.00



EXCLUSIONS

These are services which may be required that are not a part of or are out of sequence to the basic services. They include:

- 1. Zoning and Land use Administrative Applications
- 2. Permit Application Fees

ADDITIONAL & EXTRA SERVICES

Services requested, but not specifically included in the scope of services listed above, will be considered additional services. Modifications to drawings, after approval by Client, as a result of changes requested by Client will be considered additional services and billed at an hourly rate as follows:

- 1. Additional scope areas or items not specifically listed in this proposal or Exhibit A

In contracting HDLA for professional services, the Client warrants that funds are available to compensate HDLA for the amount of services completed and expenses encumbered at any given time during the execution of the contracted work.

Attached to and a part of this agreement are standard Terms and Conditions of the Agreement. In signing this agreement, the Client is also agreeing to the Terms and Conditions attached herein.

We appreciate the opportunity to be of service. If you are in agreement, please sign below and return one copy for our files.

HDLA Date

City of Winter Garden Date



2024 HDLA FEE CHART

Partner \$195/hr.

Principal \$165/hr.

Project Manager \$135/hr.

Senior Project Designer \$115/hr.

Project Designer \$95/hr.

Office Manager \$50/hr.

2024 3FD FEE CHART

Principal \$195/hr.



TERMS AND CONDITIONS

1. ACCESS TO THE SITE/JOBSITE SAFETY:

Unless otherwise stated, HDLA, hereinafter referred to as the CONSULTANT, will have access to the site for activities necessary for the performance of the services. The CONSULTANT will take precautions to minimize damage resulting for these activities, but has not included in the project fee the cost of restoration of any resulting damage.

The CONSULTANT has not been retained or compensated to provide design and construction observation services related to the CONTRACTOR'S safety precautions or to means, methods, techniques, sequences or procedures for the CONTRACTOR to perform his work. The CLIENT understands that the CONSULTANT is not responsible, in any way, for the means, methods, techniques, sequences, procedures, or scheduling of construction, or for jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.

2. INDEMNIFICATION:

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONSULTANT'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the CONSULTANT is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this agreement.

The CONSULTANT is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

3. INSURANCE:

The CONSULTANT shall secure and endeavor to maintain such insurance as will protect the CLIENT from claims of negligence, bodily injury, death, or property damage that may arise out of the performance of the CONSULTANTs services under this agreement.

4. RISKALLOCATION/LIMITATION OF LIABILITY:

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, or damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that this limitation apply to any and all liability or cause of action, or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. The Client specifically agrees that it has had the opportunity to negotiate this Limitation of Liability clause and to accept or reject its inclusion herein.

5. TERMINATION OF SERVICES:

This Agreement may be terminated by the CLIENT or by the CONSULTANT upon not less than seven days written notice. If this Agreement is terminated by the CLIENT, the CONSULTANT shall be paid for services performed to the termination notice date, including reimbursable expenses due.

Client's Initials _____



6. REIMBURSABLE EXPENSES:

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expense of transportation and living when traveling in connection with the Project; long distance calls; overnight mail; telecopies; and fees paid for testing and/or for securing approval of authorities having jurisdiction over the Project; (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval; and (c) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT. Reimbursable expenses shall be billed at the cost incurred by the CONSULTANT.

7. DISPUTE RESOLUTION:

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

8. OWNERSHIP OF DOCUMENTS:

It is understood by and between the parties to this Agreement that all drawings, specifications and other work products of the CONSULTANT for this Project shall remain the property of the CLIENT and are instruments of the service for this Project only and shall apply to this particular Project and any reuse by the CLIENT for any extensions of the PROJECT or for any other project shall be at the CLIENT's sole risk, and the CLIENT agrees to defend, indemnify and hold harmless the CONSULTANT for any unauthorized reuse of the CONSULTANT's instruments of service by the CLIENT or by others acting through or on behalf of the CLIENT.

9. GOVERNING LAW:

Unless otherwise specified within this Agreement, this Agreement shall be governed by the law of the State of Florida. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

10. PAYMENT TO THE CONSULTANT:

Fees for services shall be as provided in this Agreement. Where the approximate total fee is based on a manpower estimate and is to be billed on an hourly basis per the CONSULTANT's Standard Fee Schedule, this total fee shall be understood to be an estimate. If the CONSULTANT's estimate is exceeded by more than ten percent (10%), the CLIENT shall be so notified in advance.

Progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty days of the CONSULTANT's submittal of the monthly invoice. Past due amounts include a charge of 1 ½ % per month for interest from the thirtieth (30th) day.

If the CLIENT fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving seven days written notice to the CLIENT, suspend services under this Agreement and retain all work products deliverable to the CLIENT until full payment. The project completion date shall be automatically extended by the number of days services are suspended.

No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payment(s) to CONTRACTORS.

If the Project is delayed or if the CONSULTANT's services for the Project are delayed or suspended for more than three months for reasons beyond the CONSULTANT's control, the CONSULTANT may, after giving seven days written notice to the CLIENT, terminate this Agreement, and the CLIENT shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.

Client's Initials _____



11. CLIENT'S RESPONSIBILITIES:

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond within 14 days for notice periods to Consultant's submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private properties as necessary to accomplish the work;

Furnish approvals and permits from all governmental authorities and/or agencies having jurisdiction over the Project;

Provide the CONSULTANT with means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof; and

Compensate the CONSULTANT for services rendered under this Agreement.

12. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

The CONSULTANT intends to render services under the terms of this Agreement in accordance with generally accepted professional practices consistent with the intended use of the Project and makes no warranty either expressed or implied.

Any *opinion of construction cost* prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the CLIENT.

13. CHANGES TO THE SCOPE OF SERVICE:

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment. Any changes made to the construction documents by the CLIENT, or the CLIENT's representative's, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death resulting from the unauthorized alteration of construction documents.

Client's Initials _____



14. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing, or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably ascertain.

15. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:

It is understood and agreed that the CONSULTANT'S *Basic Services* under this Agreement may include limited project observation or review of the CONTRACTOR'S performance and limited construction phase services, and that some such services may be provided by the ARCHITECT or by another party selected at the sole discretion of the CLIENT.

If the CLIENT requests in writing that the CONSULTANT provide any specific construction phase services and if the CONSULTANT agrees in writing to provide such services, then the CONSULTANT shall be compensated for *Additional Services* as provided in this Agreement.

Client's Initials _____



EXHIBIT A:

McCoy Design Proposal for Signage/Wayfinding/Donor Recognition
and Interpretive Development

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Laura Coar, Parks and Recreation Director

Via: Jon C. Williams, City Manager

Date: February 20, 2025

Meeting Date: February 27, 2025

Subject: Approve Proposal and Authorize City Manager to Award Contract for the Tucker Ranch Project

Issue: The City's Construction Manager has received four proposals for bid package 9 (windows, storefronts & curtains) from:

- Diversified Window \$177,334
- Prestige Contractors \$757,000
- Skyblue Glazing \$725,150
- Startesta Construction, LLC \$630,000

Diversified Window's bid was withdrawn, Prestige Contractors and Skyblue Glazing failed to supply the required bid security, criminal entity form and prequalification documents. Startesta's proposal was found to be the most responsive and responsible.

Recommended Action:

Approve Startesta Construction, LLC as the lowest responsive, responsible proposer for bid package 9 – Windows, Storefront & Curtains and authorize City Manager to award a contract in the amount of \$693,000.00 which includes a 10% contingency.

Attachments/References:

- Notice of Recommendation to Award
- Letter of Recommendation to Award
- Contract



City of Winter Garden Notice of Recommendation to Award

Date: February 20th, 2025

Re: **NOTICE OF RECOMMENDATION TO AWARD**
Tucker Ranch Project – Bid Packages 09 (Windows, Storefronts & Curtainwalls)

On August 14th, 2024 (Windows, Storefronts & Curtainwalls) the city received bid responses to the Request for the Tucker Ranch Project. Based upon independent reviews of the bids, the determination was made to award bid package 09. Please refer to the attached document that indicates the Recommended Awarded Contractors.

Staff will present their recommendation of award to the City of Winter Garden City Commission. The date of the meeting is February 27, 2025, at 6:30 pm at the regularly scheduled City Commission meeting in Commission Chambers at City Hall located at 300 West Plant Street, Winter Garden, FL 34787. Public comment shall be taken at this time.

Any actual or prospective submitter who is allegedly aggrieved in connection with the pending award of a contract may file a protest with the City Manager in accordance with the Winter Garden Purchasing Manual, Resolution #09-13, no later than 5:00 pm on the fifth business day after the posting of this notice of award recommendation. Failure to submit a written protest meeting the requirements of the Winter Garden Purchasing Manual by this deadline shall constitute a waiver and invalidation of any protest to the applicable solicitation, proposal, or award. Any written protest shall be directed and delivered to:

City of Winter Garden
Attn: Jon C. Williams, City Manager
300 West Plant Street
Winter Garden, FL 34787

A copy of such a written protest shall also be delivered to Laura Coar, Director - Parks and Recreation, 300 West Plant Street, Winter Garden, FL 34787.



Featherstone, Inc.

PROJECT + CONSTRUCTION MANAGEMENT

4610 Roslyn Road, Downers Grove, Illinois 60515
P 630.737.1990 www.featherstoneinc.com

February 20th, 2025

Ms. Laura Coar
Director, Parks and Recreation
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787

Re: City of Winter Garden – Tucker Ranch Project
Letter of Bid Award Recommendation

Dear Laura,

This letter is in response to the City of Winter Garden's request to prepare a formal written recommendation for the Owner's award of bids received on August 14th for bid package 09 (Windows, Storefronts & Curtainwalls).

Find attached is the Bid Tabulation Sheet dated September 9th, 2024, that documents the proposal forms as received, opened, and read publicly on August 14th, 2024. The dark green highlighted contractor is the recommended contractor for the award.

Then lastly is our attached Recommendation Contract Table dated September 9th, 2024, with the breakout by contractors. Featherstone's recommendations reflect awarding the scopes to the most responsive and responsible bidder. If the apparent low bidder was not recommended, their bid was incomplete and withdrawn. Additional information is provided within the Recommendation Contract Table.

Featherstone has procured all bids through the public bidding requirements; public notification was issued via the Orlando Sentinel. In general, the bid interest was strong in the beginning of the bid process but seemed to have diminished as the contract requirements, prequalification documentation and project scope were conveyed to the potential bidders. Nevertheless, the public bidding process has rendered great value to the City of Winter Garden and generated a favorable cost variance against the latest approved project budget.

The recommended contractors have been vetted by Featherstone by reviewing the required AIA 305 Documentation (Contractor's Qualification Statement). Featherstone has contacted provided contractor recommendations and reviewed publicly available documentation (LLC standing, OSHA and lien searches) to verify that the recommended bidder is qualified to complete the project.

The following are Featherstone, Inc.'s recommendations for consideration. Please call if you have any questions or need additional information.

Sincerely,

Tom Featherstone



AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the Twenty Fifth day of September in the year Two Thousand Twenty-Four
(*In words, indicate day, month, and year.*)

BETWEEN the Owner:
(*Name, legal status, address, and other information*)

City of Winter Garden
300 W Plant Street
Winter Garden, FL 34787

and the Contractor:
(*Name, legal status, address, and other information*)

Startesta Construction, LLC
310 9th Street NW
Naples, FL 34120

for the following Project:
(*Name, location, and detailed description*)

Tucker Ranch
100 Avalon Road
Winter Garden, Florida 34787
The Construction Manager:
(*Name, legal status, address, and other information*)

Featherstone, Inc. Providing Construction Management Services for
Madrid CPWG
3918 N. Highland Ave.
Tampa, FL 33603

The Architect:
(*Name, legal status, address, and other information*)

Hodgson Douglas, LLC
507 Main Street
Nashville, TN 37206

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The scope of work for the 09 Windows, Storefronts & Curtainwalls Contract is also further defined in the Project Manual General Requirement dated July 17, 2024, 8.09 Windows, Storefronts & Curtainwalls Contract.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.1.1 As indicated on the attached Prebid Schedule Criteria dated March 28, 2024.

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

(Table deleted)

As defined in the Prebid Schedule Criteria dated March 28, 2024

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

By the following date as defined in the Prebid Schedule Criteria dated March 28, 2024

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

(Table deleted)

As defined in the Prebid Schedule Criteria dated March 28, 2024.

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 4.2

(Paragraphs deleted)

below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be **Six Hundred Thirty Thousand** (\$ 630,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

(Table deleted)

(Table Deleted)

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)

(Table Deleted)

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

(Table deleted)

(Table Deleted)

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

Per the attached Exhibit A dated **September 25, 2024**

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1

If specifically requested by Contractor, progress payments will be made monthly as the Work progresses. No later than the **twenty-fifth (25th)** day of each month Contractor shall submit to the Construction Manager for approval a detailed estimate of the value of the Work done and materials furnished during such month together with all Partial and Final Waivers of Lien and certified payrolls for the applicable period using the applicable Federal US Department of Labor Certified Transcript of Payroll Form. Each progress payment will be equal, minus retention, to the estimate value (in relation to the contract price) of the Work in place. If payment is to be requested for the invoiced cost of material purchased and suitably stored on the construction site for permanent incorporation in the Work, authorization for such purchase and shipment must be secured from the Construction Manager before shipment is made. Such material must be documented with shipping lists, invoices, bills of lading, or other listings showing the size, quantity, description, and cost of the materials so that verification of receipt can be made by the Construction Manager prior to the request for payment. If payment is to be requested for material to be permanently incorporated in the Work but suitably stored away from the construction site, prior written approval must be given by the Construction Manager. Within forty-five (45) days after approving the payment request, the Owner will arrange for payment of the approved amount to the Contractor less the total of all previous payments and less the retained amounts as set forth below. Applications for payments must be approved by the Construction Manager before being forwarded to the City of Winter Garden.

(Paragraphs deleted)

§5.1.2

From such progress payments Owner shall retain a sum equal to five percent (5%) of each installment due, which said retained amount, together with any other amounts not theretofore paid, shall be paid by Owner to Contractor as the final payment upon Construction Manager's authorization for final payment and upon the expiration of the period during which liens, or notices thereof, must be filed or recorded by anyone (other than Contractor) performing Work or providing materials in connection with said Work to be performed hereunder or, in case there is no fixed expiration of such period, within thirty-five (35) days after the filing in the appropriate governmental offices of a good and sufficient notice of completion of all Work to be performed hereunder. Owner agrees to file promptly, after completion of said Work and acceptance thereof, any notice required of it to cause said period to begin running. Retainage on progress payments requested after fifty percent (50%) of the contract is complete may be reduced to two and a half percent (2.5%) if current and projected future progress is in accordance with the approved construction schedule, and upon written approval of the Owner and Construction Manager. The full contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect or Construction Manager, (or if the Surety withholds his consent,) or for other good and sufficient reasons

(Paragraphs deleted)

§5.1.3

The Contractor shall submit for the Construction Manager's review and approval a Schedule of Values within seven (7) days of being awarded the Contract. It shall be an itemized breakdown of the construction contract cost, identifying all subcontractors, suppliers, and their contract amounts. Both the Contractor and subcontractor totals shall be

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separated into divisions of Work identified by specification section. The subtotals, whenever feasible, shall be further separated according to site area and division of work or by system. The Contractor shall itemize General Conditions, by item, for each of the following: insurance bonds, field supervision layout, and general requirements. The Contractor shall itemize divisions of Work to include quantities and unit prices by cost of material and cost for installation. The amount listed for each line item shall not exceed \$50,000.00. List subcontractor and suppliers by name. The Contractor shall submit through Procore the Schedule of Values on prepared form entitled "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner." G702 – 1992 and G703 – 1992.

(Paragraph deleted)

§5.1.4 No payment shall be issued to the Contractor except upon certification from Construction Manager; no such certification shall be construed as an acceptance of any portion of the Work not meeting requirements of Contract Documents whether known or unknown, at the date of certificate issuance. Before certificate for final payment is issued, Contractor shall furnish to the Construction Manager (1) copy of certificate of inspection from government authorities accepting Work under permits in compliance with codes and ordinances, and (2) his certification to the effect that all bills for labor and materials have been paid in full and state and federal taxes thereon have been paid in full.

(Paragraphs deleted)

§5.1.5 If payments are made on account of materials not incorporated in the Work but delivered and suitably stored at the site, such payments shall be conditioned upon submission by Contractor of bills of sale or such other procedure as will establish Owner's title to such material or otherwise adequately protect Owner's interest.

(Paragraph deleted)

§5.1.6 Title to all Work, labor, materials, equipment, and other items taken into account in making any progress payment hereunder shall pass to and vest in Owner upon proper incorporation into the Work or payment whichever first occurs. The provision of this clause relating to the vesting of title shall not apply to scrap, salvage, or other materials not to be incorporated in the Work. The vesting of title pursuant to this clause shall not be construed as relieving Contractor of any obligation or liability under this contract, or as a waiver of the right of Owner to require fulfillment of all the terms of this Contract.

(Paragraphs deleted)

§5.1.7 The Contractor's pencil draft payment application shall be reviewed with the Construction Manager. Upon the Construction Manager's acceptance, the Contractor shall promptly submit a typewritten original of the payment request with all Partial and Final Waivers of Lien and applicable certified payrolls using the applicable Federal US Department of Labor Certified Transcript of Payroll Form to the Construction Manager. The first payment application shall be accompanied by the Contractor's Partial Waiver of Lien only, for the full amount of the payment. Each subsequent monthly payment application shall be accompanied by the Contractor's Partial Waiver, in the full amount of the payment, and by the Partial Waivers of subcontractors and suppliers who were included in the immediately preceding payment application to the extent of this payment. Application for final payment shall be accompanied by Final Waivers of Lien from the Contractor, subcontractors and suppliers who have not previously furnished such Final Waivers. Application shall be submitted on prepared forms G702 – 1992 and G703 – 1992. Partial Waiver of Lien form and Final Waiver of Lien form shall be distributed through Procore.

(Paragraphs deleted)

§5.1.8 If the contract is to be paid with only one payment request, then all final waivers of lien must accompany the sworn statement.

(Paragraphs deleted)

§5.1.9 Initial payments will not be made until all required submittals have been received.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

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- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Construction Manager.
 - .3 the Owner has received the close out documents, "As Built" drawings, written warranties and guarantees, and all other documents identified in the General Conditions including operations and maintenance manuals for all systems and equipment, and any training of personnel required by the Contract Documents
 - .4 Anything herein contained to the contrary notwithstanding, Owner may deduct from the final payment the estimated cost of any remaining Work to be done by Contractor hereunder, including (but not by way of limitation) the cost of any materials to be furnished and repairs and replacements at that time known; and such deducted amounts shall be paid to Contractor only after Construction Manager certifies that the Work, materials, repairs, etc. have been delivered and incorporated into the Work by Contractor.
 - .5 Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of the contract; and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a Bond satisfactory to Owner, to indemnify Owner against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, including all cost and reasonable attorney's fees.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment.

(Paragraphs deleted)

§ 5.3 Prompt Payment Act.

Payments and disputes concerning requests for payments shall be governed by Florida's Local Government Prompt Payment Act (Chapter 218, Florida Statutes, Part VII).

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232-2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232-2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction.

(Paragraph deleted)

Claims will be resolved by litigation in a court of competent jurisdiction. The sole and exclusive venue for any litigation arising out of or relating to this Agreement or the services hereunder shall be in Orange County, Florida before the County Court, or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2019.

(Paragraphs deleted)

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2019.

(Paragraphs deleted)

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ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Jon C. Williams
City Manager
City of Winter Garden
310 N. Dillard Street
Winter Garden, FL 34787

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Jeffrey Testa
President
Startesta Construction, LLC
310 9th Street NW
Naples, FL 34120

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

(Paragraph deleted)

§ 8.5.1 Indemnity, Insurance, and Waiver of Subrogation

Indemnity

- (1) The Contractor agrees to indemnify and hold the Owner harmless from all claims for bodily injury and property damage (other than the Work itself and other property insured that may arise from the Contractor's operations under any Agreement with SCF.
- (2) Loss Deductible Clause - The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- (3) The foregoing indemnity shall survive the completion and/or termination of this Agreement.

Contractor's Insurance

- (1) The Contractor shall not commence any construction Work until he has obtained all of the following types of insurance with coverage, limits, and terms delineated in Article 13.2 and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the subcontractor has

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been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

- (2) Worker's Compensation Insurance - The Contractor shall take out and maintain during the life of any Agreement Worker's Compensation Insurance for all his employees connected with the Work, of this Project and, in case any Work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous Work at the site of the Project is not protected under the Worker's Compensation statute, the Contractor shall provide adequate insurance, satisfactory to the City, for the protection of employees not otherwise protected.
- (3) Contractor's Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of any Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under any Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

- a) Contractor's Comprehensive General Liability:
 - (i) \$1,000,000 Each Occurrence,
 - (ii) Coverage, Bodily Injury & Property Damage - Combined Single Limit
 - (iii) Coverage shall include premises & Operations, Completed Operations & Products Liability
 - (iv) Coverage shall include Broad Form Contracts Liability
- b) Automobile Liability Coverage:
 - (i) \$500,000 Each Occurrence,
 - (ii) Bodily Injury & Property Damage- Combined Single Limit
 - (iii) Hired and non-owned
- c) Excess Liability, Umbrella Form:
 - (i) \$2,000,000 Each Occurrence,
 - (ii) Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

- (4) Subcontractor's Public Liability and Property Damage Insurance - The Contractor shall require each of his subcontractors to procure and maintain during the life of any subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.
- (5) Owner's and Contractor's Protective Liability Insurance - The Contractor shall procure as a cost of the project and furnish an Owner's and Contractor's Protective Liability Insurance Policy with the following minimum limits:

- a) Bodily Injury Liability & Property Damage Liability:
 - i. \$1,000,000 Each Occurrence.
 - ii. Combined Single Limit

- N
- (6) "XCU" Explosion, Collapse, Underground Damage - The Contractor's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded. Broad Form Property Damage Coverage, Products & Completed Operations Coverage

The Contractor's Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverage.

- (7) Contractual Liability Work Contracts - The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Agreement.

- (8) Indemnification Rider

(a) To cover to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

(b) In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts in an amount not-to-exceed \$4,000,000.00 each occurrence.

(c) The obligations of the Contractor under this Article shall not extend to the liability of Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.

- (9) The Contractor hereby acknowledges receipt of ten dollars and other good and valuable consideration from the City in exchange for giving the City the indemnification provided above. Builder's Risk Coverage - The City is presently self-insured through the Public Risk Management of Florida (PRM) for Builder's Risk Coverage. "PRM covers new construction and renovation as contemplated by this Agreement effective immediately upon commencement of said construction. All buildings and materials intended to be a part of said structure on the job site owned by the City are included, subject to a sixty (60) day notice on new locations or additions. The property of the Contractor and/or their employees such as tools, equipment, sheds, machinery,

is not covered. City's are required to report each project construction on the form prescribed in the Risk Management Manual. This program is included in the Consortium's Plan of Coverage (self-insured program). The PRM does not name the Contractor or any subcontractor thereof, as an additional insured.

(10) Certificate of Insurance - The City shall be furnished proof of coverage of Insurance as follows:

Each contract submitted shall require an individual Certificate of Insurance approved by the City prior to being issued a Notice to Commence. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the office of Facilities Management. This Certificate shall be dated and show:

- (a) The name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (b) Statement that the Insurer will mail notice to the City and a copy to the Construction Manager at least forty-five (45) days prior to any material changes in provisions, non-renewal, cancellation or termination of the policy and listing the City of Winter Garden Florida, Madrid CPWG, Hodgson Douglas, LLC, and Featherstone, Inc. as additional insured to the extent necessary to provide coverage under Contractor's insurance for the liabilities assumed by Contractor under the indemnity provisions of the Agreement.
 - (1) When cancellation is for nonpayment of premium, at least ten (10) days written of cancellation accompanied by the reason therefore shall be given; and
 - (2) For other than motor vehicle insurance, when such cancellation or termination occurs during the first ninety (90) days during which the insurance is in force and the insurance is canceled or terminated for reasons other than nonpayment of premium, at least twenty (20) days written notice of cancellation or termination accompanied by the reason therefore shall be given except where there has been a material misstatement or misrepresentation or failure to comply with the underwriting requirements established by the insurer,
- (c) Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverage required.

Waiver of Subrogation

Damages Caused by Perils Covered by Insurance - The City and the Contractor waive all rights against each other, for damages caused by perils covered by insurance provided under this Article to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the City and Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.

Loss or Damage to Equipment Covered by Insurance - The Owner and Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.

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Property and Consequential Loss Policies - The City waives subrogation against the Contractor on all property and consequential loss policies carried by the City on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

Endorsement of Policies - If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

§ 8.5.2 Bonds

Contractor shall be required, at its expense, to obtain, deliver, and record in the public records of Orange County, Florida a Payment and Performance Bond covering the Project in the amount of 120% of the Contract Price in a form acceptable to the Owner and in compliance with Section 255.05, Florida Statutes. A certified copy of the recorded Payment and Performance Bond shall be furnished by the Contractor to Owner prior to the commencement of Work or recommencing Work after a default or abandonment, and in accordance with Section 255.05, Florida Statutes, Contractor shall not be paid any sums until such occurs. All subcontractors, materialmen, laborers, vendors and all others claiming by and through Contractor shall look exclusively to the Payment and Performance Bond posted in accordance with Section 255.05, Florida Statutes, if not properly paid.

(Paragraphs deleted)

§ 8.8 Other provisions:

- 1 Contractor to provide procurement log that indicates all shop drawing, product data and material lead time
- .2 Window shades are included per Contract Documents
- .3 FS-1 - Fabric Wind Screen is included per Contract Documents
- .4 Material has been figured as unitized, no stick-built construction to take place on site
- .5 Operable Glazed Wall at Ranch House is figured as alternate, substitution form to be submitted
- .6 Sales tax is included
- .7 Davis Bacon Wages are not included

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

(Paragraph deleted)

- .2 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .3 Project Manual General Requirements Volume 1 dated March 28, 2024
- .4 Project Manual General Requirements Volume 3 dated July 17, 2024
- .5 Drawings

NUMBER	TITLE	DATE
	COVER SHEET	3/28/2024
L0.00	SHEET INDEX	3/28/2024
C1.00	COVER SHEET	3/28/2024

C2.0A	EXISTING CONDITIONS MAP	3/28/2024
C2.00	EXISTING CONDITIONS 1 OF 3	3/28/2024
C2.01	EXISTING CONDITIONS 2 OF 3	3/28/2024
C2.02	EXISTING CONDITIONS 3 OF 3	3/28/2024
C2.03	WETLAND IMPACTS PLAN	3/28/2024
C2.10	OVERALL EROSION AND SEDIMENT CONTROL PLAN	3/28/2024
C3.00	OVERALL SITE PLAN	3/28/2024
C3.01	GEOMETRY LAYOUT PLAN SHEET 1 OF 2	3/28/2024
C3.02	GEOMETRY LAYOUT PLAN SHEET 2 OF 2	3/28/2024
C3.03	COORDINATE DATA	3/28/2024
C3.04	GEOMETRY LAYOUT ISLAND PLAN	3/28/2024
C4.01	GRADING & DRAINAGE PLAN SHEET 1 OF 2	3/28/2024
C4.02	GRADING & DRAINAGE PLAN SHEET 2 OF 2	3/28/2024
C4.02A	ENLARGED GRADING PLAN GARDEN AREA	3/28/2024
C4.02B	ENLARGED GRADING PLAN GARDEN AREA	3/28/2024
C4.03	DRAINAGE STRUCTURE TABLE	3/28/2024
C4.10	PAVEMENT MARKINGS AND TRAFFIC SIGNS PLAN SHEET 1 OF 2	3/28/2024
C4.11	PAVEMENT MARKINGS AND TRAFFIC SIGNS PLAN SHEET 2 OF 2	3/28/2024
C4.12	PAVEMENT MARKINGS AND TRAFFIC SIGNS PLAN DETAIL SHEET	3/28/2024
C5.01	WATER & SEWER LAYOUT PLAN SHEET 1 OF 2	3/28/2024
C5.02	WATER & SEWER LAYOUT PLAN SHEET 2 OF 2	3/28/2024
C6.00	SITE DETAILS 1 OF 2	3/28/2024
C6.01	SITE DETAILS 2 OF 2	3/28/2024
C6.02	ROADWAY SECTIONS	3/28/2024
C6.03	STORMWATER DETAILS	3/28/2024
C6.04	STORMWATER SECTIONS & DETAILS	3/28/2024
C6.05	WETLAND SECTIONS & DETAIL SHEET 1 OF 2	3/28/2024
C6.06	WETLAND SECTIONS & DETAIL SHEET 2 OF 2	3/28/2024
C6.07	WINTER GARDEN WATER DETAILS	3/28/2024
C6.08	WINTER GARDEN SEWER DETAILS	3/28/2024
C6.09	EROSION AND SEDIMENT CONTROL DETAILS SHEET	3/28/2024
C7.01	ELECTRICAL LAYOUT PLAN SHEET 1 OF 1	3/28/2024
L0.01	GENERAL NOTES	3/28/2024
L0.02	MATERIALS LEGEND	3/28/2024
L0.03	MATERIALS LEGEND	3/28/2024
L0.10	CONSTRUCTION FENCING PLAN & TREE PROTECTION	3/28/2024
L0.20	DEMO PLAN	3/28/2024
L1.00	OVERALL SITE PLAN	3/28/2024
L1.10	PLAYGROUND - SITE PLAN	3/28/2024
L1.20	SERVICE AREA - SITE PLAN	3/28/2024
L1.30	SOUTHEAST CORNER	3/28/2024
L1.40	POTAGER GARDEN AND ORCHARD - SITE PLAN	3/28/2024
L1.41	PARTERRE & ORCHARDS - ENLARGEMENTS	3/28/2024
L1.50	GARDENS AND LABYRINTH - SITE PLAN	3/28/2024

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L1.51	LABYRINTH - ENLARGEMENT	3/28/2024
L1.60	NATIVE GARDEN, LAKE PATH, AND FITNESS NODES - SITE PLAN	3/28/2024
L1.70	ENTRANCE DRIVE AND DETENTION BASIN - SITE PLAN	3/28/2024
L1.71	DETENTION BASIN - SITE PLAN	3/28/2024
L2.10	PLAYGROUND - LAYOUT PLAN	3/28/2024
L2.20	SERVICE AREA - LAYOUT PLAN	3/28/2024
L2.30	SOUTHEAST CORNER	3/28/2024
L2.40	POTAGER GARDEN AND ORCHARD - LAYOUT PLAN	3/28/2024
L2.41	PARTERRE & ORCHARD - ENLARGEMENTS - LAYOUT PLAN	3/28/2024
L2.50	GARDENS AND LABYRINTH - LAYOUT PLAN	3/28/2024
L2.51	LABYRINTH ENLARGEMENT - LAYOUT PLAN	3/28/2024
L2.60	LAKE PATH AND EQUIPMENT AREAS - LAYOUT PLAN	3/28/2024
L2.70	ENTRANCE DRIVE AND DETENTION BASIN - LAYOUT PLAN	3/28/2024
L2.71	DETENTION BASIN - LAYOUT PLAN	3/28/2024
L3.00	PARTERRE GARDENS AND ORCHARDS - GRADING PLAN	3/28/2024
L3.01	PARTERRE & ORCHARDS - ENLARGEMENTS - GRADING PLAN	3/28/2024
L3.02	PARTERRE & ORCHARDS - ENLARGEMENTS - GRADING PLAN	3/28/2024
L4.00	SITE DETAILS	3/28/2024
L4.01	SITE DETAILS	3/28/2024
L4.10	STRUCTURAL WALL DETAILS	3/28/2024
L4.11	STRUCTURAL DETAILS	3/28/2024
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L4.15	DUMPSTER DETAILS	3/28/2024
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L4.21	FENCE AND GATE DETAILS	3/28/2024
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L5.22	SOUTH PARKING LOT - SHRUBS AND GROUNDCOVERS	3/28/2024
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L5.30	SOUTHEAST CORNER TREES	3/28/2024
L5.40	ORCHARD TREES	3/28/2024
L5.41	ORCHARD - SHRUBS AND GROUNDCOVERS	3/28/2024

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L5.42	ORCHARD - SHRUBS AND GROUNDCOVERS	3/28/2024
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L5.50	SERVICE AREA TREES	3/28/2024
L5.51	SERVICE YARD - SHRUBS AND GROUNDCOVERS	3/28/2024
L5.52	SERVICE YARD - SHRUBS AND GROUNDCOVERS NATIVE AND MEDITATION GARDENS - SHRUBS AND GROUND COVERS	3/28/2024
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L5.54	LABYRINTH - SHRUBS AND GROUNDCOVERS	3/28/2024
L5.60	LAKE PATH TREES	3/28/2024
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L5.62	FITNESS NODES - SHRUBS AND GROUNDCOVERS	3/28/2024
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L6.41	PARTERRE & ORCHARD - ENLARGEMENTS - LIGHTING PLAN	3/28/2024
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A1.01	PLANS - THE RETREAT	3/28/2024
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A1.02	PLANS - THE RANCH HOUSE	3/28/2024
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(Paragraph deleted)

.5 Specifications

SECTION	TITLE	DATE
DIVISION 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
Section 000110	Table of Contents	3/28/2024
DIVISION 01	GENERAL REQUIREMENTS	
Section 012500	Substitution Procedures	3/28/2024
Section 014000	Quality Requirements	3/28/2024
Section 014100	Regulatory Requirements	3/28/2024
Section 014216	Definitions	3/28/2024
Section 014500	Structural Testing and Inspection	3/28/2024
Section 015000	Temporary Facilities and Controls	3/28/2024
Section 015639	Temporary Tree and Plant Protection	3/28/2024
Section 015719	Temporary Environmental Controls	3/28/2024
Section 015813	Temporary Project Signage	3/28/2024
Section 016000	Product Requirements	3/28/2024
Section 016116	Volatile Organic Compound (VOC) Content Restrictions	3/28/2024
Section 017000	Execution and Closeout Requirements	3/28/2024
Section 017419	Construction Waste Management	3/28/2024
Section 017700	Closeout Procedures	3/28/2024
Section 017800	Closeout Submittals	3/28/2024
Section 017823	Operation and Maintenance Data	3/28/2024
Section 017839	Project Record Documents	3/28/2024
Section 017900	Demonstration and Training	3/28/2024
DIVISION 02	EXISTING CONDITIONS	
Section 024100	Demolition	3/28/2024
DIVISION 03	CONCRETE	
Section 031000	Concrete Forming and Accessories	3/28/2024
Section 032000	Concrete Reinforcement	3/28/2024
Section 033000	Cast-In-Place Concrete	3/28/2024
Section 033511	Concrete Floor Finishes	3/28/2024
Section 034501	Architectural Precast Concrete- Siteworks	3/28/2024
DIVISION 04	MASONRY	
Section 042000	Unit Masonry	3/28/2024
Section 044213	Exterior Stone Veneer	3/28/2024
Section 042200	Concrete Masonry Units	3/28/2024
Section 044302	Stone Masonry	3/28/2024
DIVISION 05	METALS	
Section 051200	Steel	3/28/2024
Section 051213	Architecturally - Exposed Structural Steel Framing	3/28/2024

Init.

Section 051250	Architectural Exposed Structural Steel	3/28/2024
Section 054000	Cold Formed Metal Framing	3/28/2024
Section 055000	Metal Fabrications	3/28/2024
Section 055001	Metal Fabrications – Sitework	3/28/2024
Section 055901	Metal Edging	3/28/2024
DIVISION 06	WOOD AND PLASTICS	
Section 061000	Rough Carpentry	3/28/2024
Section 062000	Finish Carpentry	3/28/2024
Section 064100	Architectural Wood Casework	3/28/2024
Section 068316	Fiberglass Reinforced Paneling	3/28/2024
DIVISION 07	THERMAL AND MOISTURE PROTECTION	
Section 071113	Dampproofing	3/28/2024
Section 071300	Sheet Waterproofing	3/28/2024
Section 071400	Fluid – Applied Waterproofing	3/28/2024
Section 072100	Thermal Insulation	3/28/2024
Section 072140	Foamed-In-Place Masonry Wall Insulation	3/28/2024
Section 072500	Fluid Applied and Sheet Membrane Air Barriers, Vapor Permeable	3/28/2024
Section 073011	Roofing Underlayment, High-Temperature	3/28/2024
Section 074113	Metal Roof Panels	3/28/2024
Section 074210	Composite Metal Hybrid (CMH) Sub-Framing Clip System	3/28/2024
Section 074213	Metal Wall Panels	3/28/2024
Section 074243	Composite Wall Panels	3/28/2024
Section 076200	Sheet Metal Flashing and Trim	3/28/2024
Section 077100	Roof Specialties	3/28/2024
Section 077123	Manufactured Gutters and Downspouts	3/28/2024
Section 079005	Joint Sealers	3/28/2024
Section 079201	Exterior Joint Sealants- Siteworks	3/28/2024
DIVISION 08	WINDOWS AND DOORS	
Section 081113	Hollow Metal Doors and Frames	3/28/2024
Section 083100	Access Doors and Panels	3/28/2024
Section 083223	Sliding and Folding Glazed Walls and Doors	3/28/2024
Section 084313	Aluminum-Framed Storefronts	3/28/2024
Section 084413	Glazed Aluminum Curtain Walls	3/28/2024
Section 085113	Aluminum Windows	3/28/2024
Section 087100	Door Hardware	3/28/2024
Section 088000	Glazing	3/28/2024
Section 089100	Louvers	3/28/2024
DIVISION 09	FINISHES	
Section 090561	Common Work Results for Flooring Preparation	3/28/2024
Section 092116	Gypsum Board Assemblies	3/28/2024
Section 092216	Non-Structural Metal Framing	3/28/2024
Section 093000	Tiling	3/28/2024
Section 095100	Acoustical Ceilings	3/28/2024
Section 096500	Resilient Flooring and Base	3/28/2024

Init.

Section 096700	Fluid-Applied Flooring	3/28/2024
Section 090113	Exterior Painting	3/28/2024
Section 099123	Interior Painting	3/28/2024
Section 099600	High Performance Steel Coatings	3/28/2024
DIVISION 10	SPECIALTIES	3/28/2024
Section 102800	Toilet, Bath, Laundry Accessories	3/28/2024
Section 104400	Fire Protection Specialties	3/28/2024
Section 107113	Exterior Sun Control Devices	3/28/2024
Section 107316.13	Metal Canopies	3/28/2024
DIVISION 12	FURNISHINGS	
Section 123600	Countertops	3/28/2024
DIVISION 21	FIRE SUPPRESSION	
Section 210100	Fire Protection General Provisions	3/28/2024
Section 211119	Fire Department Connection	3/28/2024
Section 211313	Automatic Sprinkler Systems	3/28/2024
DIVISION 22	PLUMBING	
Section 220100	Plumbing General Provisions	3/28/2024
Section 220719	Plumbing Insulation	3/28/2024
Section 221116	Domestic Water Piping and Valves	3/28/2024
Section 221119	Domestic Water Backflow Preventers, Trap Primers, and Shock Absorbers	3/28/2024
Section 221316	Sanitary Waste and Vent Piping	3/28/2024
Section 221319	Sanitary Waste Piping Specialties	3/28/2024
Section 221513	General Service Natural Gas Piping and Valves	3/28/2024
Section 223331	Commercial Storage Electric Domestic Water Heaters	3/28/2024
Section 224213	Commercial Plumbing Fixtures	3/28/2024
Section 227010	Natural Propane Gas Connection	3/28/2024
DIVISION 23	HEATING VENTILATING AND AIR CONDITIONING	
Section 230100	General Provisions of HVAC Systems	3/28/2024
Section 230513	Electric Motors	3/28/2024
Section 230548	Vibration Isolation	3/28/2024
Section 230593	Basic Materials and Methods for HVAC	3/28/2024
Section 230593	Testing Adjusting and Balancing	3/28/2024
Section 230710	Insulation	3/28/2024
Section 230923	Direct Digital Control Building Automation System (DDC BAS)	3/28/2024
Section 233110	Sheet Metal Ductwork Low Pressure	3/28/2024
Section 233310	Sheet Metal Specialties	3/28/2024
Section 233420	Centrifugal Exhaust Fans	3/28/2024
Section 233813	Kitchen Hood and Fire Protection System	3/28/2024
Section 238140	Air-Cooled Split System Heat Pump	3/28/2024
Section 238240	Electric Heaters	3/28/2024
DIVISION 26	ELECTRICAL	
Section 260100	General Provisions for Electrical Systems	3/28/2024
Section 260519	Conductors 600 Volt and Below	3/28/2024

Section 260526	Grounding and Bonding for Electrical Systems	3/28/2024
Section 260529	Supporting Devices and Hangers	3/28/2024
Section 260534	Raceways and Conduit Systems	3/28/2024
Section 260537	Outlet Boxes	3/28/2024
Section 260538	Pull and Junction Boxes	3/28/2024
Section 260543	Underground Electric Service	3/28/2024
Section 262416	Panelboards	3/28/2024
Section 262420	Ground Fault Protection	3/28/2024
Section 262726	Wiring Devices	3/28/2024
Section 262818	Safety Switches	3/28/2024
Section 262913	Individual Starters and Control	3/28/2024
Section 264300	Surge Protective Devices	3/28/2024
Section 265100	Interior Lighting and Lamps	3/28/2024
Section 265600	Exterior Lighting and Lamps	3/28/2024
Section 267000	Connection to Owner Furnished Equipment	3/28/2024
DIVISIONS 27	COMMUNICATIONS	
Section 271004	Telephone Service	3/28/2024
Section 273700	Low Voltage Rough In Specifications	3/28/2024
DIVISIONS 28 –	ELECTRONIC SAFETY AND SECURITY	3/28/2024
Section 283100	Fire Alarm System	3/28/2024
Section 284820	Emergency Responder Radio Coverage in Building	3/28/2024
DIVISION 31	EARTHWORK	
Section 313116	Termite Control	3/28/2024
Section 316100	Footings	3/28/2024
DIVISION 32	EXTERIOR IMPROVEMENTS	
Section 321313	Concrete Paving	3/28/2024
Section 321440	Stone Paving	3/28/2024
Section 323119	Decorative Metal Gates	3/28/2024
Section 329115	Planting Soils	3/28/2024
Section 329200	Lawns and Grasses	3/28/2024
Section 329300	Planting	3/28/2024
Section 329300 Planting		3/28/2024

.6 Addenda, if any:

Number	Date
Addendum #1 - Project Manual Volume 1	April 18, 2024
Addendum #2 - Project Manual Volume 1	April 25, 2024
Addendum #3 - Project Manual Volume 1	May 2, 2024
Addendum #1 - Project Manual Volume 1	April 18, 2024

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

Init.

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

7.1 Exhibit A Cost Summary dated September 25, 2024

7.2 Exhibit B Unit Prices dated September 25, 2024

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date
Project Manual	General Requirements	July 17, 2024
01041	Project Coordination	
01120	Alteration Project Procedures	
01202	Progress Meetings	
01300	Submittals	
01500	Construction Facilities and Temporary	
01630	Controls	
	Product Option and Substitutions	

(Paragraphs deleted)

.8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232-2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- Pre-Bid Presentation dated July 25th, 2024 - Project Manual Volume 1
- Bid Clarification #1 dated May 1st, 2024 - Project Manual Volume 1
- Bid Clarification #2 dated May 6th, 2024 - Project Manual Volume 1
- Bid Clarification #1 dated August 5th, 2024 - Project Manual Volume 3

ARTICLE X MISCELLANEOUS

§ 10.1 Public Records Laws. The Owner is a Florida municipal corporation subject to the Chapter 119, Florida Statutes, the Public Records Act. While in the possession and control of Contractor, at Contractor's expense, all public records shall be secured, maintained, preserved, and retained in the manner specified and pursuant to the Public Records Act. Architect affirmatively agrees to comply with all "Contractor" provisions of Section 119.0701(2), Florida Statutes. Architect shall allow inspection and copying of such records in accordance with the Public Records Act. Architect shall provide public records in its possession and control to the Owner upon completion of the services as required by the Public Records Act. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Angela Grimmage, City Clerk, 300 West Plant Street, Winter Garden, Florida, 34787; Email – agrimmage@cwdgn.com ; Telephone – (407) 656-4111, ext. 2254. This provision shall survive expiration and termination of this Agreement.

§ 10.2 Ethics Laws.

(a) Contractor shall not engage in any action that would create a conflict of interest in the performance of the actions of any Owner's officials, officers, employees or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Contractor hereby certifies that no officer, agent or employee of the Owner has any material interest (as defined in Section 112.312 (15), Florida Statutes), as over 5% either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(b) Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee

Init.

working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Owner shall have the right to terminate this Agreement without liability.

(c) Any Person or affiliate, as defined in 287.133 of the Florida Statutes, shall not be allowed to contract with the Owner, nor be allowed to enter into a subcontract for work on this Agreement, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the Owner obtained in violation of this Section shall be subject to termination for cause. A subconsultant or subcontractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a subconsultant or subcontractor acceptable to the Owner.

§ 10.3 False Claims. If Contractor is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Contractor, Contractor shall be liable to the Owner for an amount equal to such unsupported part of the claim in addition to all costs to the Owner attributable to the cost of reviewing said part of Contractor's claim. The Owner and Contractor acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Contractor agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement and the services performed hereunder.

§ 10.4 No Waiver of Sovereign Immunity. Nothing contained in this Agreement shall be considered or deemed a waiver of the Owner's sovereign immunity protections or of any other immunity, defense or privilege afforded to the Owner or its officials, officers, employees and agents under law.

§ 10.5 IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY ARCHITECT OR ANY THIRD PARTIES ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE BY THE CONTRACTOR OR BY THE OWNER UNDER THIS AGREEMENT.

§ 10.6 No Liens. Contractor acknowledges and agrees that the real property for which the project is being constructed and the project itself is owned by a municipality, and therefore is not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other liens pursuant to the Owner's sovereign immunity protections. Contractor and its subconsultants and all others claiming by and through Contractor shall not record or file any claims of lien concerning any project, services, work, or any portion thereof. Contractor shall indemnify and hold Owner harmless from any and all claims of lien arising out of or concerning this Agreement.

§ 10.7 No Damages Against Owner for Delay. Notwithstanding any other provisions of this Agreement, Contractor's exclusive remedy for delays, impacts, disruption, acceleration, resequencing, and interruptions in performance of the services caused by events beyond Contractor's and its employees', subconsultants' and agents' control, including delays, impacts, disruption, acceleration, resequencing and interruptions claimed to be caused by or attributable to the Owner or its officials, officers, employees and agents (or any combination thereof), shall be a claim for and be limited to an equitable extension of time under this Agreement. Without limiting the foregoing, Contractor shall not be entitled to costs for remobilization after a delay, impact, disruption, acceleration, resequencing or interruption in the performance of the services has occurred. In no event shall the Owner's liability under this Agreement exceed the compensation that the Owner is required to pay to Contractor for services under Article 4 of this Agreement.

§ 10.8 Assignment. This Agreement is not assignable by either party without the prior written consent of the other party.

§ 10.9 Procurement. The terms and conditions of the Owner's procurement documents for which this Agreement was awarded to Contractor are incorporated herein by this reference and made a part hereof as material provisions; however the terms of this Agreement shall control in the event of a conflict between such. Contractor represents and warrants that

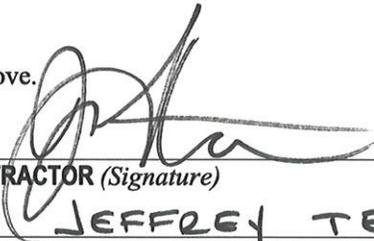
all representations and statements made or submitted in response to Owner's procurement process resulting in the award of this Agreement remain true, correct and accurate.

§ 10.10 Independent Contractor. Contractor is not authorized to act as the Owner's agent hereunder and shall have no authority, expressed or implied, to act for or bind the Owner hereunder, either in Contractor's relations with subconsultants or subcontractor, or in any other manner whatsoever. Contractor shall perform its services as an independent contractor and shall have responsibility for and control over the details of and means for performing the services assigned and shall be subject to the directions of the Owner only with respect to the scope of services and the general results required.

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)



CONTRACTOR *(Signature)*

(Printed name and title)

JEFFREY TESTA
PRESIDENT
STATTESTA, LLC

Exhibit B
 September 25, 2024

Contract: 09 - Windows, Storefronts & Curtainwalls - Startesta, LLC		Approved Costs
1	Base Bid	630,000.00
2		
3	Alternates	
4	Alt #1 - Eliminate Pond Pavilion from General Trades Contract	n/a
5	Alt #2 - Eliminate Ceramic Tile Scope from General Trades Contract	n/a
6		
7	Voluntary Alternate	
8		n/a
9	Addendums	
10	Addendum #1 dated April 18th, 2024 - From Project Manual Volume 1	Acknowledged
11	Addendum #2 dated April 25th, 2024 - From Project Manual Volume 1	Acknowledged
12	Addendum #3 dated May 2nd, 2024 - From Project Manual Volume 1	Acknowledged
13		
14	Bid Clarifications	
15	Bid Clarification #1 dated May 1st, 2024 - From Project Manual Volume 1	Acknowledged
16	Bid Clarification #2 dated May 6th, 2024 - From Project Manual Volume 1	Acknowledged
17		
18	Bid Clarification #1 dated August 5th, 2024 - From Project Manual Volume 3	Acknowledged
19		
20	Scheduling Notes:	
21	Prebid Schedule Criteria dated March 28th, 2024	Acknowledged
22		
23	- Contractor to provide procurement log that indicates all shop drawing, product data and material lead time	
24		
25	Miscellaneous Provisions:	
26	- Window shades are included per Contract Documents	
27	- FS-1 - Fabric Wind Screen is included per Contract Documents	
28	- Material has been figured as unitized, no stick built construction to take place on site	
29	- Operable Glazed Walll at Ranch House is figured as alternate, substitution form to be submitted	
30	- Sales tax is included	
31	- Davis Bacon Wages are not included	
32		
33		
34	Total Adjusted Contract:	630,000.00



Contract: 09 - Windows, Storefronts & Curtainwalls - Startesta Construction

Item #	Description	Quantity	Units	Cost / Unit	Cost
1	EG 1 CW approx	2160 FT ²		\$155 FT ²	\$ 335,000.00
2	AL 1 approx	1712 FT ²		\$120 FT ²	\$ 205,000.00
3	EG 2 approx	226 FT ²		\$90 FT ²	\$ 20,000.00
4	Nana Door or Equal	1			\$ 70,000.00
Subtotal:					\$ 630,000.00

Note:

1. 4 windows at outpost building are included in phase 2
2. Motorized interior shades are not included - RFI Pending

BREAKOUTS

ENGINEERING					
	Eng - Preconstruction	1	1	\$ 3,465.00	\$ 3,465.00
	Eng - Design	1	1	\$ 13,167.00	\$ 13,167.00
	Eng - General Conditions	1	1	\$ 5,544.00	\$ 5,544.00
	Eng - Project Management	1	1	\$ 5,544.00	\$ 5,544.00
5	Eng - Engineering Submissions	1	1	\$ 41,580.00	\$ 41,580.00
Phase 1 - Retreat					
6	Phase 1 Aluminum Extrusions & Accessories	1	1	\$ 118,800.00	\$ 118,800.00
7	Phase 1 Glass Material	1	1	\$ 103,950.00	\$ 103,950.00
8	Phase 1 Fabrication & Assembly	1	1	\$ 23,760.00	\$ 23,760.00
	Phase 1 Installation Floors	1	1	\$ 35,640.00	\$ 35,640.00
9	Phase 1 Sealant Installation	1	1	\$ 14,850.00	\$ 14,850.00
Phase 2 - Ranch House					
10	Phase 2 Aluminum Extrusions & Accessories	1	1	\$ 74,180.00	\$ 74,180.00
11	Phase 2 Glass Material Floor	1	1	\$ 64,908.00	\$ 64,908.00
12	Phase 2 Fabrication & Assembly	1	1	\$ 14,836.00	\$ 14,836.00
13	Phase 2 Installation	1	1	\$ 22,254.00	\$ 22,254.00
14	Phase 2 Sealant Installation	1	1	\$ 9,272.00	\$ 9,272.00
Phase 3 - Entrance Door / Folding Door					
15	Entrance Material	1	1	\$ 61,035.00	\$ 61,035.00
16	Entrance Installation	1	1	\$ 17,215.00	\$ 17,215.00
Total					\$ 630,000.00

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager Jon C. Williams

Date: February 19, 2025 **Meeting Date:** February 27, 2025

Subject: Daniels Road Reclaimed Water Tank – valve replacement.

Issue:

The existing 16” valve on the reclaimed water tank at the Daniels Reuse Facility is no longer functioning properly and needs to be replaced. This valve is an automatic valve that keeps the tank at the proper capacity and once filled sends the reclaimed water to other locations (RIB site or Ocoee).

Recommended Action:

Staff recommends approval to purchase and install the new valve from ASI for \$64,068.96.

Attachment(s)/References:

ASI Estimate



Estimate

Date	Estimate #
1/23/2025	C4944

Name / Address
City of Winter Garden 300 W Plant St. Winter Garden, FL 34787

Job Number	Requested By	Project Location or PO#
	Brandon	

Misc Valves	1	16" OCV PRESSURE SUSTAINING WITH SOLENOID OVERRIDE MODEL: 108-4. BODY PATTERN: GLOBE (OVERALL LAY LENGTH - 40 3/8") END CONNECTION: ANSI 150# BODY/BONNET: DUCTILE IRON COATING: NSF61 EPOXY COATING SEAT RING: SS TUBING: SS FITTINGS: SS SS CONTROL PILOT: 1330 RELIEF PILOT SPRING RANGE: 5-30;20-80;20-200;100-300 FACTORY SET @ CUSTOMER TO ADVISE ELASTOMERS: EPDM COMPONENTS INCLUDE: SS ISOLATION BALL VALVES (3); SS Y- STRAINER WITH BALL VALVE AND NIPPLE FOR BLOWDOWN; SS ADJUSTABLE SPEED CONTROL; SS VISUAL POSITION INDICATOR (255705); UPSTREAM AND DOWNSTREAM PRESSURE GUAGES (200813 X2) SOLENOID: 2-WAY (ENERGIZE OPEN) (644703V-110/120AC) VOLTAGE: 120VAC ENCLOSURE: WEATHERPROOF BODY: STAINLESS STEEL	58,092.16	58,092.16
Misc Steel Fittings	1	1" Thick Ductile Iron Filler Flange with 16" ANSI 125 Drilling & NSF-61 Epoxy Coating	1,086.80	1,086.80
Misc Bolts and Nuts	1	Bolts-Nuts-Washers-Gaskets	390.00	390.00
Subtotal		Sales Tax (7.0%)	Total	



Estimate

Date	Estimate #
1/23/2025	C4944

Name / Address
City of Winter Garden 300 W Plant St. Winter Garden, FL 34787

Job Number	Requested By	Project Location or PO#
	Brandon	

Labor	1	Labor and Equipment to Install	4,500.00	4,500.00
Subtotal	\$64,068.96	Sales Tax (7.0%)	\$0.00	Total \$64,068.96

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager Jon C. Williams

Date: February 14, 2025 **Meeting Date:** February 27, 2025

Subject: Orange County Interlocal Agreement – transfer of jurisdiction of portions of certain roads.

Issue:

Staff is working with Orange County to coordinate transferring portions of some of their roads to the City and they have agreed to transfer the following roads (segments):

Avalon Road – From SR 50 / West Colonial Drive to City Limit (Reserve at Carriage Pointe Phase 1)

East Crown Point Road – From Crown Point Cross Road to City Limit (Hope Charter School)

Recommended Action:

Staff recommends approval of the Interlocal Agreement to transfer the road segments to the City of Winter Garden.

Attachment(s)/References:

Interlocal Agreement
Appendix A – Road Names/Locations
Appendix B – County Deed
Appendix C – Assignment
Appendix D – 545 Agreement
Schedule A – Legal Descriptions

INTERLOCAL AGREEMENT

between the

CITY OF WINTER GARDEN, FLORIDA

and

ORANGE COUNTY, FLORIDA

regarding the

TRANSFER OF JURISDICTION OF
PORTIONS OF CERTAIN ROADS

Approved by the City of Winter
Garden City Commission

_____, 2025

Approved by the Orange County
Board of County Commissioners

_____, 2025

INTERLOCAL AGREEMENT
between the
CITY OF WINTER GARDEN,
FLORIDA
and
ORANGE COUNTY, FLORIDA
regarding the
TRANSFER OF JURISDICTION OF
PORTIONS OF CERTAIN
ROADS

THIS INTERLOCAL AGREEMENT is made and entered into by and between the City of **Winter Garden, Florida**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 300 West Plant Street, Winter Garden, Florida 34787 ("City"), and **Orange County, Florida**, a charter county and political subdivision of the State of Florida, whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 ("County").

RECITALS

WHEREAS, the County has authority pursuant to Section 125.01(1)(p), Florida Statutes, to enter into an agreement with another governmental entity or agency for joint performance, or performance by one unit on behalf of the other, of any of either entity's or agency's authorized functions;

WHEREAS, the City has authority pursuant Section 166.021, Florida Statutes, to enter into agreements;

WHEREAS, all roads that are open and available for use by the public and dedicated to public use, according to law or by prescription, are declared to be and established as, pursuant to Section 335.01(1), Florida Statutes, public roads;

WHEREAS, a "road" is defined by Section 334.03(22), Florida Statutes, as "a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts ";

WHEREAS, the term "road" as defined by Section 334.03(22), Florida Statutes, also implicitly includes, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs) within the right-of-way;

WHEREAS, according to Section 335.01(2), Florida Statutes, public roads are divided into the following four systems: (1) the "county road system"; (2) the "city street system"; (3) the "State Highway System"; and (4) the "State Park Road System";

WHEREAS, the "county road system" is defined by Section 334.03(8), Florida Statutes, as "all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System";

WHEREAS, the "city street system" is defined by Section 334.03(3), Florida Statutes, as "all local roads within a municipality, and all collector roads inside that municipality, which are not in the county road system";

WHEREAS, pursuant to Section 335.0415(2), Florida Statutes, any change of the jurisdiction of a public road after July 1, 1995, that is a part of a county road system or a city street system is governed by Section 335.0415(3), Florida Statutes;

WHEREAS, pursuant to Section 335.0415(3), Florida Statutes, subsequent to July 1, 1995, public roads within the respective road systems of a county or a city may be

transferred between those jurisdictions only by mutual agreement of those local governmental entities;

WHEREAS, the City desires to own (and/or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the portions of the County functionally classified roads and local roads identified in **Appendix "A"** attached hereto and incorporated herein (the "Roads"), and to accept an assignment of the County's rights and duties of any easements or related instruments associated with those roads;

WHEREAS, this Interlocal Agreement is intended to address the transfer of the portions of the roads identified in **Appendix "A"** from the County road system to the City street system;

WHEREAS, the City has invested time and resources in mitigating and repairing drainage issues at several points along the Roads.

WHEREAS, the City and County entered into an interlocal agreement dated October 23, 2007, entitled "Interlocal Agreement Between Orange County and Winter Garden for County Road 545 Road Project from the West Boundary of Carriage Pointe to S.R. 50' ("545 Agreement"), attached as **Appendix "D"**;

WHEREAS, the City and County wish to repeal the 545 Agreement and replace it with this Interlocal Agreement;

WHEREAS, furthermore, this Interlocal Agreement is intended to apply to the subject of which party has jurisdiction to control traffic along such roads, pursuant to Section 316.006, Florida Statutes; and

WHEREAS, however, this Interlocal Agreement is not intended to apply, and shall not be construed as applying, to the subject of which law enforcement authority has jurisdiction to enforce traffic laws along such roads (see Section 316.640, Florida

Statutes).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2 Transfer of Jurisdiction; Scope; Torts; Powers.

A. Transfer of Jurisdiction. The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, the portions of the County functionally classified roads and local roads identified in **Appendix "A."** The 545 Agreement is hereby repealed and void, and neither the City nor the County shall have any rights or obligations under the 545 Agreement.

B. Scope. The City's jurisdiction over the Roads means the authority and responsibility to maintain, control, repair, and improve the Roads, as the term "road" is defined by Section 334.03(22), Florida Statutes, and to control, regulate, warn, and guide traffic on the Roads pursuant to Section 316.006(2), Florida Statutes, regardless of any future alteration, realignment, construction, extension, widening, or renaming of the Roads. The Roads are deemed to be part of the "City street system," for purposes of operation, maintenance, and control of traffic.

C. Torts. Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts regarding the Roads shall be in the City, provided that the County shall remain responsible for any actions, causes of action, claims, and judgments concerning the Roads arising from events occurring prior to the vesting of title in the Roads to the City pursuant to Section 3.C.

D. Powers. Also pursuant to Section 337.29(3), Florida Statutes, except as

may be otherwise provided by this Interlocal Agreement or by law, the City shall have the same governmental, corporate, and proprietary powers with relation to the Roads that the City has with relation to other public roads and rights-of-way within the City.

3. Dedication and Acceptance; Deed; Vesting of Title; Assignment of Easements; Assignment of Permits.

A. Dedication and Acceptance. For the Roads, or any portions thereof, that were heretofore dedicated, and that the County heretofore accepted, the County hereby dedicates the Roads, and any portions thereof, to the City, and the City hereby accepts such dedication.

B. Deed. The County shall execute and deliver a County deed in favor of the City substantially in the form attached hereto as **Appendix "B"** for any portion of the Roads that the County holds, or may hold, in fee simple, specifically described in the legal descriptions and sketches of description in **Schedule "A"** attached to **Appendix "B."** Within ten (10) days after receipt thereof, the City shall accept each deed by recording the deed in the Official Records of Orange County at the City's expense.

C. Vesting of Title. Upon the recording of the County deed pursuant to Section 3.B, title in the Roads shall vest in the City pursuant to Section 337.29(3), Florida Statutes.

D. Assignments of Easements. The County shall execute and deliver an assignment to the City of its rights, duties and obligations under easements associated with the maintenance or operation of the Roads. Such assignment shall be substantially in the form attached hereto as **Appendix "C,"** and the easements being assigned are described in **Schedule "A"** to **Appendix "C."** The assignment shall occur contemporaneously with the delivery of the County deed described in Section 3.B. Within

ten (10) days after receipt of such document, the City shall accept the assignment and record it in the Official Records of Orange County, at the City's expense.

E. Assignment of Permits. Within 30 days of the Effective Date of this Agreement, the County shall provide the City with all plans, drawings, and right-of-way maps for the existing Roads and any associated storm water systems, and the County shall assign and transfer to the City all permits and approvals related to the existing Roads, including right-of-way and associated storm water systems. Within 30 days of the Effective Date of this Agreement, the County shall also provide the City with all current plans and drawings for widening and improving the Roads and associated drainage systems, and the County shall assign and transfer to the City all permits and approvals related to widening and improving the Roads and drainage systems.

4. Miscellaneous.

A. Validity. The City and the County each represent, warrant, and covenant to and with the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledge the validity and enforceability of this Interlocal Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represent, warrant and covenant to and with the other that this Interlocal Agreement has been validly approved by its respective governing body, and that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

B. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation

with their respective legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

C. Headings. The headings or captions of sections or subsections used in this Interlocal Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

D. Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable only to the extent that the remaining provisions can effectuate the purpose and intent of the parties.

E. Governing Law; Venue; Attorney's Fees and Costs.

(1) This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida.

(2) Venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.

(3) In the event a party deems it necessary to take legal action to enforce any provisions of this Interlocal Agreement, each party shall bear its own attorney's fees and costs at both the trial and appellate levels.

F. Entire Agreement. This Interlocal Agreement, along with its exhibits, constitutes the entire Agreement between the parties regarding the subject matter hereof. Any prior oral or written agreements or understandings of any kind between the parties relating to the subject matter hereof are null and void and of no further effect.

G. Amendments. This Interlocal Agreement may be amended only by

express written instrument approved by the City Council and the Board of County Commissioners, and executed by the authorized officer of each party.

H. Counterparts. This Interlocal Agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. Notices. Any notice required to be given or otherwise given by one party to the other party shall be in writing and shall be deemed delivered when given by hand delivery; five (5) days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows:

If to the City: A. Kurt Ardaman,
Esq. City Attorney
1947 Lee Road
Winter Park, Florida 32789
Facsimile: (407) 262-8402

With a copy to: Director of Public Services
City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787
Facsimile: (407) 877-2363

If to the County: County Attorney
Orange County Administration Center
201 South Rosalind Avenue, Third Floor
Orlando, Florida 32801
Facsimile: (407) 836-5888

With a copy to: Director, Orange County Public Works
4200 South John Young Parkway
Orlando, Florida 32839
Facsimile: (407) 836-7716

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. Either party may change its designated official or address for receipt of notice by giving notice of such change to the other party in the manner provided in this section.

5. Effective Date. This Interlocal Agreement shall become effective on the date of execution by the City or the date of execution by the County, whichever date is later.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the dates indicated below.

CITY OF WINTER GARDEN, FLORIDA

By: _____

John Rees, Mayor

Attest: _____

Angela Grimmage, City Clerk

Executed on:

(SEAL)

FOR USE AND RELIANCE ON

APPROVED AS TO FORM AND LEGALITY this ___ day of _____, 2025

APPROVED BY THE CITY OF WINTER GARDEN, FLORIDA AT THE CITY COMMISSION AT A MEETING HELD ON _____ 2025

By: _____
A. Kurt Ardaman, City Attorney

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings, County Mayor

Date: _____, 2025

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Appendix "A"

Name	From	To	Parcel No.
Avalon Road	SR50/W Colonial Dr	City Limit (Reserve at Carriage Pointe Phase 1)	117 & 118
E Crown Point Road	Crown Point Cross Road	City Limit (East line of NE ¼ Sec. 12-22-27)	116

Appendix "B"

Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Certain Roads

COUNTY DEED

THIS DEED, dated _____, 2025, by ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and the CITY OF WINTER GARDEN, a municipal corporation, under the laws of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$1.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

SEE ATTACHED SCHEDULE "A"

Property Appraiser's Parcel Identification Number(s):

Unassigned

THIS COUNTY DEED is being given for in accordance with the Interlocal Agreement between the City of Winter Garden and Orange County regarding the transfer of jurisdiction of portions of Avalon Road and E Crown Point Road.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Certain Roads

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

ORANGE COUNTY, FLORIDA
By Board of County Commissioners

By: _____
Jerry L. Demings,
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA,
County Comptroller, as the
Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

Printed Name _____

Appendix "C"

Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Certain Roads

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment"), effective as of the day of execution, is made and entered into by ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393 ("Assignor"), to the CITY of WINTER GARDEN, a municipal corporation under the laws of the State of Florida, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("Assignee").

WHEREAS, Assignor holds several easements identified in **Schedule "A"** attached hereto; and

WHEREAS, subject to the provisions herein, and the provisions of the Interlocal Agreement between Assignor and Assignee for the transfer of jurisdiction of portions of certain roads with an effective date of _____, Assignor desires to assign, and Assignee desires to assume, all of Assignor's rights, duties, obligations, and interests in those instruments.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Assignment.** Assignor hereby assigns and transfers to Assignee all of Assignor's rights, duties, obligations, and interests under the instruments identified in **Schedule "A."**
3. **Assumption.** Assignee hereby assumes and accepts from Assignor all of Assignor's rights, duties, obligations and interests under the instruments identified in **Schedule "A,"** and Assignee further agrees that, as a condition of this Assignment, Assignee shall assume and abide by all terms and conditions of those instruments.

Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Certain Roads

IN WITNESS WHEREOF, the Assignor hereto has executed this Assignment as of the day and year below its signature.

ASSIGNOR:

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____, 2025

ATTEST: Phil Diamond, CPA,
Orange County Comptroller,
as Clerk of the Board of County Commissioners

By: _____
Deputy Clerk
Print Name: _____

Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Certain Roads

ASSIGNEE:

CITY OF WINTER GARDEN, FLORIDA

By: City Commission

By: _____
John Rees, Mayor

Attest: _____
Angela Grimmage, City Clerk

Executed on:

(SEAL)

FOR USE AND RELIANCE ON

**APPROVED AS TO FORM AND
LEGALITY this ___ day of _____,
2025**

By: _____
A. Kurt Ardaman, City Attorney

**APPROVED BY THE CITY OF
WINTER GARDEN, FLORIDA AT THE
CITY COMMISSION AT A MEETING
HELD ON _____, 2025**

Project: Interlocal Agreement between the City of Winter Garden and Orange County regarding the Transfer of Jurisdiction of Portions of Certain Roads

Schedule "A"

1. Drainage Easement recorded at OR Book 8915, Page 1846, et seq., on October 10, 2006
(for Stoneybrook West Southside Shopping Center)
2. Drainage Easement recorded at OR Book 3866, Page 0417, et seq., on February 27, 1987
(for Avalon Road)

Appendix "D"

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

OCT 23 2007 JVL/LN

**INTERLOCAL AGREEMENT
BETWEEN ORANGE COUNTY, FLORIDA
AND
CITY OF WINTER GARDEN, FLORIDA
FOR COUNTY ROAD 545 ROAD PROJECT
FROM THE WEST BOUNDARY OF CARRIAGE POINTE TO S.R. 50**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between ORANGE COUNTY, FLORIDA, a political subdivision and charter county existing under the laws and constitution of the State of Florida ("County") at Post Office Box 1393, Orlando, Florida 32802-1393 and the CITY OF WINTER GARDEN, a Florida municipal corporation ("City") at 251 West Plant Street, Winter Garden, Florida 34787.

WITNESSETH:

WHEREAS, pursuant to Section 125.01, Florida Statutes, for the County, pursuant to Section 166.021, Florida Statutes, for the City, and pursuant to Section 163.01, Florida Statutes, the County and the City have the authority to enter into interlocal agreements for the joint exercise of power and for purposes set forth herein; and

WHEREAS, pursuant to Section 335.0415(1), Florida Statutes, the County and the City each have a responsibility for the operation and maintenance of public roads within each of its respective road systems; and

WHEREAS, County Road 545 is part of the County road system and is controlled and maintained by the County; and

WHEREAS, County Road 545 from the west boundary of Carriage Pointe to S.R. 50 as generally depicted on the attached Exhibit "1" and referred to as the "County Road 545" is near capacity; and

WHEREAS, the City is willing to assist the County with the design, permitting, and widening of County Road 545 as set forth in this Agreement; and

WHEREAS, the design, permitting and widening of County Road 545 as described in this Agreement can best be advanced and completed in three phases; and

WHEREAS, Phase I includes that portion of County Road 545 from the west boundary of Carriage Pointe to the north entrance of Hickory Hammock ("Phase I") and the City is willing to proceed with the design, permitting and widening of Phase I as set forth in this Agreement; and

WHEREAS, Phase II includes that portion of County Road 545 from the north entrance of Hickory Hammock to the southerly right-of-way line of the Florida Turnpike ("Phase II") and Phase III includes that portion of County Road 545 from the southerly right-of-way line of the Florida Turnpike to S.R. 50 ("Phase III") and the County is willing to proceed with the design, permitting, and widening of Phase II and Phase III as set forth in this Agreement; and

WHEREAS, the City's willingness to participate in the widening of portions of County Road 545 and the City's and County's willingness to work together on this project as described in this Agreement will avoid duplication of work effort, consolidate right-of-way acquisition, reduce construction and traffic safety conflicts, and thereby serve the best interests of all of the residents of the City and County; and

WHEREAS, the County and the City wish to enter into this Agreement for the purpose of defining the design, engineering, permitting, mitigation, construction, inspection, maintenance and financial responsibilities for the road widening and improvements to County Road 545.

NOW THEREFORE, for and in consideration of the above recitals, the mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged and agreed, the County and the City hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein as material provisions of this Agreement.

2. **AUTHORITY.**

- (a) The County has the authority to enter into this Agreement pursuant to Sections 125.01, 163.01, and 335.0415 of the Florida Statutes.
- (b) The City has the authority to enter into this Agreement pursuant to Sections 163.01, 166.021, and 335.0415 of the Florida Statutes.

3. **PHASE I PROJECT.**

- (a) The City will be responsible for the design, engineering, permitting, mitigation, construction and inspection of the 4-laning of Phase I and improvements to the intersections of roads within Phase I ("Phase I Project"), at the City's cost. The construction plans prepared by the City are subject to the County's review and approval at 30%, 60%, 90%, and 100% of plan completion.

- (b) The City will be responsible for the acquisition of the right-of-way needed to establish a width of one hundred twenty feet (120') of right-of-way for the Phase I Project, at the City's cost.
- (c) The City will be responsible for the acquisition of areas needed for the stormwater ponds for the Phase I Project, at the City's cost. Any public-private joint use ponds will be either maintained by the County, (which may establish an MSTU for maintenance of the stormwater pond functionality) or City or by a private party pursuant to an MSTU or other funding mechanism unless this Agreement is amended to provide otherwise.
- (d) Upon completion of the Phase I Project including the one (1) year warranty period, the City will convey the City's fee simple and easement interests in the right-of-way, stormwater pond areas and the improvements within and for the Phase I Project to the County, at no cost to the County.
- (e) The impact fees collected pursuant to City Ordinance #06-40 (CR 545 Overlay Fees) will be used by the City for the Phase I Project.
- (f) The City shall provide the County with periodic progress, design, and construction reports at intervals reasonably acceptable to the parties although the County shall be entitled at all times to be advised, at its request, as to the status of Phase I.
- (g) The County waives all County-levied permit fees, right-of-way use fees and all other fees for work in or relating to the Phase I Project performed by or for the City.
- (h) The City and County, at no cost to the granting party and for no further consideration, will each provide the other with all appropriate non-exclusive easements needed for the construction and operation of the Phase I Project, and the County will provide to the City, at no cost to the City, utility easements and temporary construction easements through and under the Phase I Project if the City determines the need for such.

4. **PHASE II PROJECT.**

- (a) The "Phase II Project" consists of the design, engineering, permitting, mitigation, construction, and inspection of the 4-laning of Phase II and improvements to the intersection of roads within Phase II. The City will be responsible for the design, engineering and permitting of the Phase II Project at the City's initial cost and the construction plans are subject to the County's review and

approval at 30%, 60%, 90% and 100% of plan completion. Further, the County may review and comment on the design contract between the City and the design engineer, and shall concur with the total design costs prior to initiating design. However, upon the City's completion of the design, engineering and permitting for the Phase II Project, the County will reimburse the City for the reasonable cost of the design, engineering and permitting of the Phase II Project no later than 24 months after all of the right-of-way needed for the Phase II Project has been acquired by the City or County; provided, however, if the CR 545 Overlay Fees collected by the City exceed the City's costs for the Phase I Project such excess CR 545 Overlay Fees shall first be used to reimburse the City for the costs incurred by the City for the design, engineering and permitting of the Phase II Project thus reducing the County's obligation to reimburse the City for such to the extent such excess is received by the City. Then to the extent any excess CR 545 Overlay Fees remain, such shall be paid to the County for CR 545 Phase I, II or III Projects if permitted by law. The City and County public works departments shall coordinate their schedules for design, engineering and permitting of the Phase II Project.

- (b) The City will convey that portion of right-of-way up to one hundred twenty feet (120') in width that the City owns within Phase II as well as any pond areas acquired by the City for the Phase II Project to the County, at no cost to the County.
- (c) The fee parcels within the Phase II Project that may still be in private ownership shall be sought by the City, utilizing good faith efforts, as those properties develop in an attempt to reach the one hundred twenty feet (120') width for the Phase II Project. However, excluding the requirements related to CR 545 Overlay Fees the City shall not be obligated to expend monies or pursue eminent domain or incur the risk of litigation to acquire any remaining parcels or other property needed for the Phase II Project.
- (d) The County, at its cost, will be responsible for the acquisition of land for, and mitigation, construction and completion of, the Phase II Project provided this Agreement does not require the County or City to utilize eminent domain to acquire any property for the Phase II Project although the County agrees to use its best efforts to acquire such property by the time the design, engineering and permitting for the Phase II Project is complete. On or before 24 months after all of the right-of-way needed for the Phase II Project has been acquired, the County shall commence and diligently pursue construction, mitigation and completion of the Phase II Project, at the County's cost.

5. **PHASE III COUNTY PROJECT.**

- (a) The County will be responsible for the acquisition of land for, and the design, engineering, permitting, construction mitigation and inspection of, the 4-laning of Phase III and improvement of intersections of roads within Phase III ("Phase III Project"), with the exception of the Florida Turnpike bridge over CR 545, all at the County's cost. The City shall use good faith efforts to obtain the one hundred-twenty foot (120') right of way width within Phase III from those fee parcels in private ownership as those properties are developed. However, the City shall not be obligated to expend monies or pursue eminent domain or incur the risk of litigation to acquire any remaining parcels or other property needed for the Phase III Project.
- (b) The County, at the County's cost, shall commence design, engineering and permitting of the Phase III Project within one (1) year of budgeting by the State of Florida, the Turnpike Authority, or by some other source for the construction of the Florida Turnpike bridge over County Road 545. This Agreement does not require the County or City to utilize eminent domain to acquire any property although the County agrees to use its best efforts to acquire all needed property for the Phase III Project by the time the design, engineering and permitting for the Phase III Project is complete. On or before 24 months after all of the right-of-way needed for the Phase III Project has been acquired, the County shall commence and diligently pursue completion of the construction of the Phase III Project, at the County's cost.
- (c) If permitted, any impact fees collected pursuant to Section 3(e) above not used for the Phase I Project and to pay the City for advancing the costs for the design and permitting of the Phase II Project shall be used for Phase II and Phase III to help offset the County's expenses, including without limitation costs, fees and expenses related to acquisition and eminent domain if utilized.

6. **PLANS.** All construction plans and construction for CR 545 shall be prepared and carried out pursuant to the County's roadway design standards and in a County "biddable" format unless otherwise approved by the County. A typical section for the Phase I Project, Phase II Project and Phase III Project will consist of a minimum 15.5 foot wide landscaped median, four (4), twelve (12) foot wide travel lanes, one 10-foot wide multi-purpose path, street lighting and one five (5) foot wide sidewalk on one side of CR 545, unless otherwise approved by the County.

7. **MAINTENANCE.** Nothing in this Agreement is intended to change the jurisdictional control of CR 545 except that the City shall be responsible for maintenance of traffic during construction of the Phase I Project.

8. **GENERAL PROVISIONS.**

(a) **Validity.** After consultation with their respective legal counsel, the County and the City each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement; acknowledges the validity and enforceability of this Agreement; and waives any future right of defense based on any claim of illegality, invalidity, or unenforceability of any nature.

(b) **Headings.** The headings or captions used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

(c) **Severability.** The provisions of this Agreement are declared by the parties to be severable only to the extent the purposes and intent of this Agreement may be achieved.

(d) **Governing law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

(e) **Full Agreement.** This Agreement contains the entire agreement of the parties with respect to the Project. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect.

(f) **Amendments and Waiver.** Amendments to this Agreement shall only be deemed enforceable if in writing and signed by all parties hereto. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. Any waiver shall be applicable only to the specified instance to which it relates and shall not be deemed a continuing or future waiver unless expressly deemed otherwise in writing.

(g) **County Review.** The County shall have the right to review any environmental reports relating to right-of-way, ponds and other property to be conveyed by the City to the County for Phase I, II and III.

(h) **Third Party Beneficiary.** The City agrees to request that its engineering consultant for the Phase I Project and Phase II Project agree to recognize the County as a third party beneficiary.

(i) **Notices.** All notices, requests and other communications hereunder shall be in writing and shall be deemed to be delivered in the following circumstances: (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth below, in which case they shall be deemed delivered on the date of delivery; (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (iii) transmitted via telecopier using the telecopier numbers provided below, if any (or such other number as the receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of transmission, provided the day of transmission is a normal business day, or on the first normal business day after the transmission. In the event a dispute arises concerning whether a telecopier transmission was made and on what date, said telecopier transmission must be verified by a print-out generated by the transmitting machine.

If to County:

County Administrator
201 S. Rosalind Avenue
Orlando, Florida 32801

With a copy to:

Manager, Transportation Planning Division
Orange County Public Works Department
4200 South John Young Parkway
Orlando, Florida 32839
Telephone No.: (407) 836-8072
Facsimile No.: (407) 836-8079

If to City:

Michael Bollhoefer, City Manager
City of Winter Garden
251 West Plant Street
Winter Garden, Florida 34787
Telephone No.: (407) 656-4111
Facsimile No.: (407) 656-4972

With a copy to:

A. Kurt Ardaman, City Attorney
Fishback Dominick
1947 Lee Road
Winter Park, Florida 32789
Telephone No.: (407) 425-2786
Facsimile No.: (407) 425-2863

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. A party may change its address or officer for notice purposes by giving the other party notice as provided herein.

9. **INDEMNIFICATION.** Each party to this Agreement shall be liable for all bodily injury and property damage attributable to their negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Furthermore, each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) in connection with damage attributable to such party's negligence or omission or to the negligence or omission of such party's officers and employees acting within the scope of their employment, or arising out of or resulting from such party's negligent performance under the Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not be construed to constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

10. **COMMUNITY MEETING.** On or before sixty (60) days after the Effective Date, the City will coordinate and host a community meeting where the City and County representatives and the design engineer representative will present the Phase I, II and III Projects to the public.

11. **FORCE MAJEURE.** It is expressly understood and agreed by the parties to this Interlocal Agreement that if the performance of any provision of this Interlocal Agreement is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Interlocal Agreement to do or perform the same, regardless of whether any such circumstances is similar to any of those enumerated herein, the part so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed.

12. **LIMITATION OF REMEDIES.** The parties agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement to (i) specific performance; (ii) injunctive relief; (iii) action for declaratory judgment; or (iv) any combination of the foregoing remedies. Both parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other party.

13. **EFFECTIVE DATE.** This Agreement shall first be approved and executed by the City and shall take effect of the date of its approval by the Orange County Board of County Commissioners (referred to herein as the "Effective Date"). The County Clerk will stamp the face of this Agreement.

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be executed on their behalf as of the day and year first written below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Richard T. Crotty
Richard T. Crotty
Orange County Mayor

Date: 10.23.07

ATTEST: Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

By: [Signature]
Deputy Clerk

CITY OF WINTER GARDEN, FLORIDA

ATTEST:

Kathy Golden

By: Jack L. ...
Its: Mayor

Name: Kathy Golden

Title: City Clerk

APPROVED BY THE CITY COMMISSION AT
A MEETING HELD ON Sept. 13,
2007 UNDER AGENDA ITEM 3.D.

Schedule "A"

LEGAL DESCRIPTION

**PROJECT: PARCEL 116 CITY OF WINTER
GARDEN ROAD TRANSFERS**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION:

That portion of Right-of-Way of East Crown Point Road lying in Section 12, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Lot 1 Corsino Place as recorded in Plat Book 31, Page 120 of the Public Records of Orange County, Florida; Said corner also being a point on the West Right-of-Way line of East Crown Point Road and a point on a non-tangent curve; curve concave Southwesterly; Thence run Northwesterly along said curve, having a Radius of 1392.69 feet, a Central Angle of 01° 10' 28", an Arc Length of 28.55 feet, a Chord Length of 28.55 feet, and a Chord Bearing of North 01° 53' 30" West to a point of non-tangency; Thence run North 02° 28' 45" West along said West Right-of-Way line of East Crown Point Road a distance of 301.51 feet to the Northeast corner of Corsino Place; Thence departing said Northeast corner of Corsino Place, run North 89° 52' 02" East along said West Right-of-Way line of East Crown Point Road a distance of 10.00 feet; Thence run North 02° 28' 45" West along said West Right-of-Way line a distance of 312.62 feet to a point on a non-tangent curve; curve concave Southeasterly; Thence run Northeasterly along said curve, having a Radius of 603.69 feet, a Central Angle of 20° 35' 26", an Arc Length of 216.95 feet, a Chord Length of 215.78 feet, and a Chord Bearing of North 07° 48' 58" East to a point of non-tangency; Thence run North 18° 09' 15" East a distance of 409.40 feet to a point on a non-tangent curve; curve concave Southeasterly; Thence run Northeasterly along said curve, having a Radius of 985.40 feet, a Central Angle of 14° 06' 18", an Arc Length of 242.59 feet, a Chord Length of 241.97 feet, and a Chord Bearing of North 23° 50' 23" East to a point of non-tangency; Thence run North 32° 59' 14" East a distance of 405.76 feet to a point along the East line of the Northeast 1/4 of said Section 12; Thence run South 00° 04' 29" West along said East line for a distance of 110.38 feet; Thence departing said East line of the Northeast 1/4 of said Section 12 run South 32° 59' 14" West along the East Right-of-Way line of East Crown Point Road a distance of 310.90 feet to a point on a non-tangent curve; curve concave Southeasterly; Thence run

Southwesterly along said curve, having a Radius of 925.40 feet, a Central Angle of 14° 06' 18", an Arc Length of 227.82 feet, a Chord Length of 227.24 feet, and a Chord Bearing of South 23° 50' 23" West to a point of non-tangency; Thence continuing along the East Right-of-Way line run South 18° 09' 15" West for a distance of 410.79 feet to a point on a non-tangent curve; curve concave Southeasterly; Thence run Southwesterly along said curve, having a Radius of 543.69 feet, a Central Angle of 20° 35' 26", an Arc Length of 195.39 feet, a Chord Length of 194.34 feet, and a Chord Bearing of South 07° 48' 58" West to a point of non-tangency; Thence run South 02° 28' 45" East along said East Right-of-Way line a distance of 613.72 feet to a point on a non-tangent curve; curve concave Westerly; Thence run Southwesterly along said curve, having a Radius of 1462.69 feet, a Central Angle of 14° 19' 22", an Arc Length of 365.64 feet, a Chord Length of 364.69 feet, and a Chord Bearing of South 04° 40' 56" West to a point of non-tangency; Thence continuing along the East Right-of-Way line run South 11° 38' 20" West for a distance of 1022.25 feet to a point on a non-tangent curve; curve concave Southeasterly; Thence run Southwesterly along said curve, having a Radius of 925.37 feet, a Central Angle of 13° 06' 56", an Arc Length of 211.83 feet, a Chord Length of 211.36 feet, and a Chord Bearing of South 02° 49' 43" West to a point of non-tangency;


DANIEL L. WHITTAKER,
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5648
DATE: 05/09/2024.

I HEREBY AFFIRM THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CONTINUED

NOT VALID WITHOUT SHEETS 2, 3 AND 4 OF 4

PREPARED FOR:
REAL ESTATE MANAGEMENT

FIELD DATE:	N/A
DRAWN BY:	JFM
CHECKED BY:	D. WHITTAKER
APPROVED BY:	D. WHITTAKER

DATE:	05/09/2024
REVISIONS:	

SECTION:	12
TOWNSHIP:	22S
RANGE:	27E
SHEET	1 OF 4

**PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION**
4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32836-9205
(407) 836-7807



DRAWING SCALE:	N/A
COUNTY PROJECT NUMBER	8912

LEGAL DESCRIPTION

**PROJECT: PARCEL 116 CITY OF WINTER
GARDEN ROAD TRANSFERS**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION CONTINUED:

Thence continuing along said East Right-of-Way line of East Crown Point Road run South 00° 07' 46" East for a distance of 372.45 feet to a point on a non-tangent curve; curve concave Southwesterly; Thence run Southeasterly along said curve, having a Radius of 8564.18 feet, a Central Angle of 01° 25' 22", an Arc Length of 212.66, a Chord Length of 212.66 feet, and a Chord Bearing of South 02° 24' 50" East to a point of non-tangency; Thence continuing along said East Right-of-Way line run South 02° 02' 26" East for a distance of 14.13 feet to a point on a non-tangent curve; curve concave Southwesterly; Thence run Southeasterly along said curve, having a Radius of 8624.11 feet, a Central Angle of 01° 54' 40", an Arc Length of 287.65, a Chord Length of 287.64 feet, and a Chord Bearing of South 01° 05' 06" East to a point of non-tangency; Thence continuing along said East Right-of-Way line of East Crown Point Road run South 00° 07' 46" East for a distance of 211.64 feet to a point along the South line of the Southeast 1/4 of said Section 12; Thence run South 89° 59' 29" West along the South line of the Southeast 1/4 of said Section 12 for a distance of 60.01 feet to a point along the West Right-of-Way line of East Crown Point Road; Thence departing said South line run North 00° 07' 46" West along the West Right-of-Way line of East Crown Point Road for a distance of 211.52 feet to a point on a non-tangent curve; curve concave Southwesterly; Thence run Northwesterly along said curve, having a Radius of 8564.11 feet, a Central Angle of 01° 54' 40", an Arc Length of 285.65, a Chord Length of 285.64 feet, and a Chord Bearing of North 01° 05' 06" West to a point of non-tangency; Thence continuing along said West Right-of-Way line of East Crown Point Road run North 02° 02' 26" West for a distance of 14.48 feet to a point on a non-tangent curve; curve concave Westerly; Thence run Northwesterly along said curve, having a Radius of 8504.18 feet, a Central Angle of 01° 25' 22", an Arc Length of 211.17, a Chord Length of 211.17 feet, and a Chord Bearing of North 02° 24' 50" West to a point of non-tangency; Thence continuing along said West Right-of-Way line of East Crown Point Road run North 00° 07' 46" West for a distance of 371.81 feet to a point on a non-tangent curve; curve concave Easterly; Thence run Northeasterly along said curve, having a Radius of 985.37 feet, a Central Angle of 13° 06' 56", an Arc Length of 225.57, a Chord Length of 225.08 feet, and a Chord Bearing of North 02° 49' 42" East to a point of non-tangency; Thence continuing along said West Right-of-Way line of East Crown Point Road run North 11° 38' 20" East for a distance of 1024.82 feet to a point on a non-tangent curve; curve concave Northwesterly; Thence run Northeasterly along said curve, having a Radius of 1402.69 feet, a Central Angle of 13° 08' 00", an Arc Length of 321.53, a Chord Length of 320.82 feet, and a Chord Bearing of North 05° 16' 37" East to a point of non-tangency; Thence continuing along said West Right-of-Way line of East Crown Point Road run North 89° 14' 38" West for a distance of 10.01 feet to the Point of Beginning.

Containing 274,513.83 Square Feet or 6.30 Acres, More or Less

SURVEYOR'S NOTES:

1. Linear measurements shown hereon are expressed in feet. Angular measurements shown hereon are expressed in degrees, minutes, and seconds.
2. Additions or deletions to sketch of description by other than the signing party or parties is prohibited without written consent of the signing party or parties.
3. All mapped features shown hereon were observed under the direction of the signing surveyor of this sketch unless otherwise specified.
4. This sketch was prepared without the benefit of a title commitment, and is subject to any right-of-way, easements, or other matters that a title search might disclose.
5. Bearing basis for this sketch is based on the South Section line of the Southeast 1/4 of the Northeast 1/4 Section 12, Township 22 South, Range 27 East of Orange County, Florida. Bearing being North 89° 52' 02" East (Assumed).
6. Public records indicated hereon are of Orange County, Florida, unless otherwise noted.
7. This is not a Boundary Survey.

PREPARED FOR:
REAL ESTATE MANAGEMENT

NOT VALID WITHOUT SHEETS 1, 3 AND 4 OF 4

FIELD DATE: N/A	DATE: 05/09/2024	SECTION: 12	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION  4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32836-9205 (407) 836-7807	DRAWING SCALE: N/A
DRAWN BY: JFM		TOWNSHIP: 22S		COUNTY PROJECT NUMBER 8912
CHECKED BY: D. WHITTAKER	REVISIONS:	RANGE: 27E		
APPROVED BY: D. WHITTAKER		SHEET 2 OF 4		

SKETCH OF DESCRIPTION
PROJECT: PARCEL 116 CITY OF WINTER
GARDEN ROAD TRANSFERS

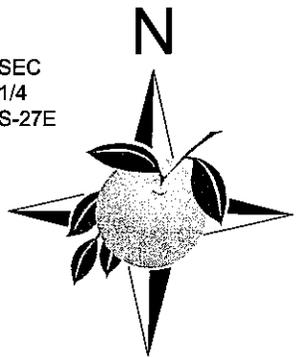
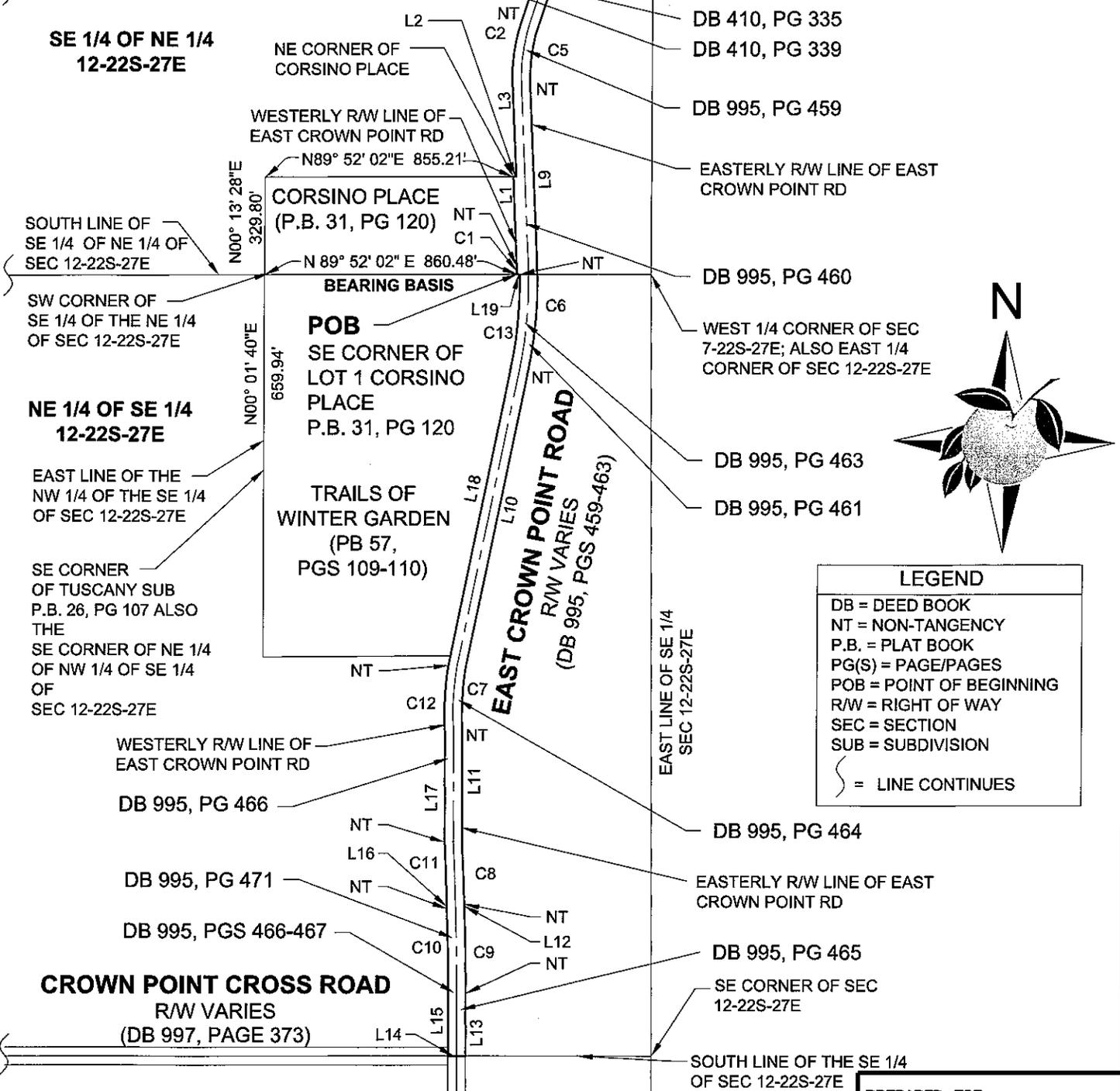
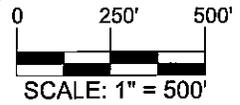
NE 1/4 OF NE 1/4
 12-22S-27E

EAST FULLER CROSS ROAD

60.00' R/W
 (DB 410, PGS 335 AND 339)

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

DB 347, PG 577



LEGEND	
DB = DEED BOOK	
NT = NON-TANGENCY	
P.B. = PLAT BOOK	
PG(S) = PAGE/PAGES	
POB = POINT OF BEGINNING	
R/W = RIGHT OF WAY	
SEC = SECTION	
SUB = SUBDIVISION	
⋯ = LINE CONTINUES	

PREPARED FOR:
 REAL ESTATE MANAGEMENT

NOT VALID WITHOUT SHEETS 1, 2 AND 4 OF 4

FIELD DATE: N/A	DATE: 05/09/2024	SECTION: 12	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION  4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32838-9205 (407) 836-8672	DRAWING SCALE: 1"=500'
DRAWN BY: JFM		TOWNSHIP: 22S		COUNTY PROJECT NUMBER 8912
CHECKED BY: D. WHITTAKER	REVISIONS:	RANGE: 27E		
APPROVED BY: D. WHITTAKER		SHEET 3 OF 4		

TABLES
PROJECT: PARCEL 116 CITY OF WINTER
GARDEN ROAD TRANSFERS

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

CURVE TABLE

SEGMENT	Δ	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	01° 10' 28"	1392.69'	28.55'	N01° 53' 30"W	28.55'
C2	20° 35' 26"	603.69'	216.95'	N07° 48' 58"E	215.78'
C3	14° 06' 18"	985.40'	242.59'	N23° 50' 23"E	241.97'
C4	14° 06' 18"	925.40'	227.82'	S23° 50' 23"W	227.24'
C5	20° 35' 26"	543.69'	195.39'	S07° 48' 58"W	194.34'
C6	14° 19' 22"	1462.69'	365.64'	S04° 40' 56"W	364.69'
C7	13° 06' 56"	925.37'	211.83'	S02° 49' 43"W	211.36'
C8	01° 25' 22"	8564.18'	212.66'	S02° 24' 50"E	212.66'
C9	01° 54' 40"	8624.11'	287.65'	S01° 05' 06"E	287.64'
C10	01° 54' 40"	8564.11'	285.65'	N01° 05' 06"W	285.64'
C11	01° 25' 22"	8504.18'	211.17'	N02° 24' 50"W	211.17'
C12	13° 06' 56"	985.37'	225.57'	N02° 49' 42"E	225.08'
C13	13° 08' 00"	1402.69'	321.53'	N05° 16' 37"E	320.82'

LINE TABLE

SEGMENT	BEARING	LENGTH
L1	N 02° 28' 45" W	301.51'
L2	N 89° 52' 02" E	10.00'
L3	N 02° 28' 45" W	312.62'
L4	N 18° 09' 15" E	409.40'
L5	N 32° 59' 14" E	405.76'
L6	S 00° 04' 29" W	110.38'
L7	S 32° 59' 14" W	310.90'
L8	S 18° 09' 15" W	410.79'
L9	S 02° 28' 45" E	613.72'
L10	S 11° 38' 20" W	1022.25'
L11	S 00° 07' 46" E	372.45'
L12	S 02° 02' 26" E	14.13'
L13	S 00° 07' 46" E	211.64'
L14	S 89° 59' 29" W	60.01'
L15	N 00° 07' 46" W	211.52'
L16	N 02° 02' 26" W	14.48'
L17	N 00° 07' 46" W	371.81'
L18	N 11° 38' 20" E	1024.82'
L19	N 89° 14' 38" W	10.01'

NOT VALID WITHOUT SHEETS 1, 2 AND 3 OF 4

PREPARED FOR:
 REAL ESTATE MANAGEMENT

FIELD DATE: N/A
 DRAWN BY: JFM
 CHECKED BY: D. WHITTAKER
 APPROVED BY: D. WHITTAKER

DATE:
 05/09/2024

SECTION: 12
 TOWNSHIP: 22S
 RANGE: 27E
 SHEET 4 OF 4

PUBLIC WORKS
 ENGINEERING DIVISION
 SURVEY SECTION
 4200 SOUTH JOHN YOUNG PARKWAY
 ORLANDO, FLORIDA 32838-9205
 (407) 838-8872



DRAWING SCALE:
 N/A
 COUNTY PROJECT NUMBER
 8912

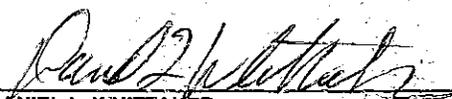
SKETCH OF DESCRIPTION

PROJECT: PARCEL 117 - CITY OF WINTER GARDEN ROAD TRANSFER

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION:

All that part of Avalon Road (State Road 545) from the Winter Garden city limit line along the Northerly projection of the west line of the Plat of Reserve At Carriage Point Phase 1, as recorded in Plat Book 78, Pages 117 through 122, of the Public Records of Orange County, Florida, to the southern right of way line of Florida State Turnpike authority, according to the State of Florida Department of Transportation Right-of-Way map, as recorded in State Road Plat Book 2, Pages 46 through 54, of the Public Records of Orange County Florida; lying in Sections 4 and 9, Township 23 South, Range 27 East, Orange County, Florida and Sections 27, 28, 33 and 34, Township 22 South, Range 27 East, Orange County, Florida; Being South of Florida State Turnpike Authority and North of Davenport Road. Being more particularly described as follows:



DANIEL L. WHITTAKER,
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5648
DATE: 01/02/2025

I HEREBY AFFIRM THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Commence at the North 1/4 Corner of Section 8, Township 23 South, Range 27 East, Orange County, Florida; Thence run South 89° 57' 56" East a distance of 1,321.61 feet along the North line of the Northeast 1/4 of said Section 8 to THE POINT OF BEGINNING; Thence departing said North line run North 00° 02' 04" East 33.00 feet to a point on the North Right-of-Way line of Avalon Road; Thence run South 89° 57' 56" East a distance of 1,318.81 feet to a Point of Intersection with the West line of the Southwest 1/4 of Section 4, Township 23 South, Range 27 East, Orange County, Florida; Thence continuing along said Northerly Right-of-Way line run North 89° 56' 13" East a distance of 1083.37 feet to a point of a non-tangent curve concave Northwesterly; Thence run Northeasterly along said curve, having a Radius of 208.92 feet, a Central Angle of 90° 14' 04", an Arc Length of 329.03 feet, a Chord Length of 296.06 feet, and a Chord Bearing of North 45° 01' 25" East to a point of non-tangency; Thence run North 00° 05' 37" West a distance of 1,969.06 feet; Thence run North 00° 25' 06" West a distance of 3035.49 feet; Thence run North 00° 16' 19" East a distance of 1073.50 feet to a point of a non-tangent curve concave Southeasterly; Thence run Northeasterly along said curve, having a Radius of 276.81 feet, a Central Angle of 89° 19' 22", an Arc Length of 431.54 feet, a Chord Length of 389.15 feet, and a Chord Bearing of North 44° 55' 56" East to the point of non-tangency; Thence run North 89° 20' 33" East a distance of 1,376.07 feet; Thence run South 00° 24' 28" East along said North Right-of-Way line a distance of 6.00 feet; Thence run North 89° 35' 32" East a distance of 779.22 feet to a point of a non-tangent curve concave Northwesterly; Thence run Northeasterly along said curve, having a Radius of 212.55 feet, a Central Angle of 89° 38' 36", an Arc Length of 332.55 feet, a Chord Length of 299.65 feet, and a Chord Bearing of North 44° 46' 20" East to a point of non-tangency;

CONTINUED

PREPARED FOR:
REAL ESTATE MANAGEMENT

NOT VALID WITHOUT SHEETS 2, 3, 4, 5, 6, 7 AND 8 OF 8

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4, 5, 8, 9, 27, 28, 33, 34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: JFM, JDB		TOWNSHIP: 22S, 23S			COUNTY PROJECT NUMBER: 8904
CHECKED BY: D. WHITTAKER	REVISIONS: 01/02/2025	RANGE: 27E			
APPROVED BY: D. WHITTAKER		SHEET 1 OF 8			

SKETCH OF DESCRIPTION

**PROJECT: PARCEL 117 - CITY OF WINTER
GARDEN ROAD TRANSFER**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION CONTINUED:

Thence run North 00° 02' 53" West along the Westerly Right-of-Way line a distance of 310.93 feet to a point of a non-tangent curve concave Southeasterly; Thence run Northeasterly along said curve, having a Radius of 258.43 feet, a Central Angle of 45° 11' 54", an Arc Length of 203.86 feet, a Chord Length of 198.62 feet, and a Chord Bearing of North 22° 32' 59" East to a point of non-tangency; Thence run South 00° 00' 00" West a distance of 4.26 feet; North 44° 28' 32" East a distance of 109.29 feet; South 45° 31' 28" East a distance of 8.00 feet; North 44° 28' 32" East a distance of 876.00 feet; South 45° 31' 28" East a distance of 2.00 feet; North 44° 28' 32" East a distance of 148.00 feet; North 45° 31' 27" West a distance of 12.00 feet; North 44° 28' 32" East a distance of 35.00 feet; South 45° 31' 27" East a distance of 7.00 feet; North 44° 28' 32" East a distance of 319.21 feet to a point of a non-tangent curve concave Northwesterly; Thence run along said curve, having a Radius of 793.51 feet, a Central Angle of 44° 21' 39", an Arc Length of 614.37 feet, a Chord Length of 599.02 feet, and a Chord Bearing of North 21° 41' 12" East to a point of non-tangency; Thence run the North 00° 06' 55" East along a distance of 1159.08 feet; South 89° 53' 05" East a distance of 2.00 feet; North 00° 06' 55" East a distance of 469.43 feet; North 00° 04' 43" East a distance of 730.57 feet; North 89° 53' 05" West a distance of 2.00 feet; North 00° 04' 43" East a distance of 1929.10 feet to a point on the North line of the Southeast 1/4 of Section 28, Township 22 South, Range 27 East, Orange County, Florida; Thence departing said North line run North 00° 04' 00" East, a distance of 343.84 feet to a Point of Intersection with the South Right-of-Way line of Florida Turnpike; Thence run North 89° 58' 30" East along the South Right-of-Way line of the Florida Turnpike a distance of 55.00 feet to a point of intersection with the Easterly Right-of-Way line of Avalon Road; Thence run South 00° 04' 00" West a distance of 343.93 feet to a point on the North line of the Southwest 1/4 of Section 27, Township 22 South, Range 27 East, Orange County, Florida; Thence departing said North line run South 00° 04' 43" West a distance of 1429.14 feet; Thence run North 89° 53' 05" West a distance of 10.00 feet; South 00° 04' 43" West a distance of 1230.56 feet; South 00° 06' 55" West a distance of 469.44 feet; South 89° 53' 05" East a distance of 4.00 feet; South 00° 06' 55" West a distance of 200.00 feet; South 89° 53' 05" East a distance of 1.00 feet; South 00° 06' 55" West a distance of 958.68 feet to a point on a non-tangent curve concave Westerly; Thence run along said curve, having a Radius of 843.51 feet, a Central Angle of 23° 52' 27", an Arc Length of 351.61 feet, a Chord Length of 348.81 feet, and a Chord Bearing of South 11° 27' 41" West to the point of non-tangency; Thence run South 66° 35' 43" East a distance of 5.00 feet to a point on a non-tangent curve concave Northwesterly; Thence run along said curve, having a Radius of 848.51 feet, a Central Angle of 20° 28' 38", an Arc Length of 303.25 feet, a Chord Length of 301.64 feet, and a Chord Bearing of South 33° 37' 59" West to the point of non-tangency; Thence run South 44° 28' 32" West a distance of 613.52 feet to a point on the North line of the Southeast 1/4 of Section 33, Township 22 South, Range 27 East; Thence run North 89° 59' 04" East along said North line of said Southeast 1/4 of Section 33 a distance of 4.21 feet; Thence run South 44° 28' 32" West along said Easterly Right-of-Way line a distance of 877.51 feet to a point of a non-tangent curve concave Southeasterly; Thence run Southwesterly along said curve, having a Radius of 192.43 feet, a Central Angle of 44° 31' 25", an Arc Length of 149.53 feet, a Chord Length of 145.80 feet, and a Chord Bearing of South 22° 12' 50" West to the point of non-tangency;

CONTINUED

PREPARED FOR:
REAL ESTATE MANAGEMENT

NOT VALID WITHOUT SHEETS 1, 3, 4, 5, 6, 7 AND 8 OF 8

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4, 5, 8, 9, 27, 28, 33, 34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: JFM, JDB		TOWNSHIP: 22S, 23S			COUNTY PROJECT NUMBER 8904
CHECKED BY: D. WHITTAKER	REVISIONS: 01/02/2025	RANGE: 27E			
APPROVED BY: D. WHITTAKER		SHEET 2 OF 8			

SKETCH OF DESCRIPTION

PROJECT: PARCEL 117 - CITY OF WINTER GARDEN ROAD TRANSFER

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION CONTINUED:

Thence run South 00° 02' 53" East a distance of 310.94 feet to a point of a non-tangent curve concave Westerly; Thence run Southwesterly along said curve, having a Radius of 278.55 feet, a Central Angle of 89° 38' 39", an Arc Length of 435.82 feet, a Chord Length of 392.70 feet, and a Chord Bearing of South 44° 46' 20" West to the point of non-tangency; Thence run South 89° 35' 32" West along said Southerly Right-of-Way line a distance of 2155.28 feet to a point of a non-tangent curve concave Southeasterly; Thence run Southwesterly along said curve, having a Radius of 210.81 feet, a Central Angle of 89° 19' 22", an Arc Length of 328.65 feet, a Chord Length of 296.36 feet, and a Chord Bearing of South 44° 55' 55" West to the point of non-tangency; Thence run South 00° 16' 19" West along a distance of 1073.32 feet; South 00° 25' 06" East a distance of 3035.52 feet; South 00° 05' 37" East a distance of 2245.85 feet; South 89° 56' 13" West a distance of 1357.50 feet to a point on West line of the Northwest 1/4 of Section 9, Township 23 South, Range 27 East, Orange County, Florida; Said point also being a point along the South Right-of-Way line of Avalon Road; Thence departing said West line run North 89° 57' 56" West a distance of 1321.61 feet; Thence departing said South Right-of-Way line run North 00° 02' 04" East a distance of 35.00 feet to the POINT OF BEGINNING.

Containing 1,179,810.12 Square Feet or 27.08 Acres, More or Less

SURVEYOR'S NOTES:

1. Linear measurements shown hereon are expressed in feet. Angular measurements shown hereon are expressed in degrees, minutes, and seconds.
2. Additions or deletions to sketch of description by other than the signing party or parties is prohibited without written consent of the signing party or parties.
3. All mapped features shown hereon were observed under the direction of the signing surveyor of this sketch unless otherwise specified.
4. This sketch was prepared without the benefit of a title commitment, and is subject to any right-of-way, easements, or other matters that a title search might disclose.
5. Bearing basis for this sketch is based on the North line of the Northeast 1/4 of Section 8, Township 23 South, Range 27 East of Orange County, Florida. Bearing being South 89° 57' 56" East (Assumed).
6. Public records indicated hereon are of Orange County, Florida, unless otherwise noted.
7. This is not a Boundary Survey.

PREPARED FOR:
REAL ESTATE MANAGEMENT

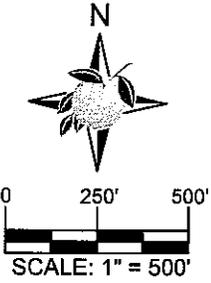
NOT VALID WITHOUT SHEETS 1, 2, 4, 5, 6, 7 AND 8 OF 8

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4, 5, 8, 9, 27, 28, 33, 34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: JFM, JDB		TOWNSHIP: 22S, 23S			COUNTY PROJECT NUMBER 8904
CHECKED BY: D. WHITTAKER	REVISIONS: 01/02/2025	RANGE: 27E			
APPROVED BY: D. WHITTAKER		SHEET 3 OF 8			

SKETCH OF DESCRIPTION
PROJECT: PARCEL 117 - CITY OF WINTER
GARDEN ROAD TRANSFER

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

LEGEND:	P.B.= Plat Book
O.R.B.=Official Record Book	PG(S)= Page(s)
CL= Center Line	PI= Point of Intersection
CCR= Certified Corner Record	POB=Point of Beginning
DB= Deed Book	POC= Point of Commencement
FDOT= Florida Department of Transportation	R/W= Right of Way
NTS= Not to Scale	SEC= Section
NT=Non-Tangent	S.R.= State Road
	● =No point set



W 1/4 CORNER
 SEC 04-23S-27E;
 CCR 074798

FOR CONTINUATION SEE SHEET 5 OF 8

NORTH LINE OF SW 1/4 OF SEC 04-23S-27E

NW 1/4 OF SW 1/4 OF SEC 04-23S-27E

DB 400,
 PG 313

AVALON ROAD
 (STATE ROAD 545)
 R/W VARIES
 (S.R. P.B. 2, PGS 46-54)

SE 1/4 OF SEC 05-23S-27E

WEST LINE OF THE SW 1/4 OF SEC 04-23S-27E

DB 385,
 PG 480

SW 1/4 OF SW 1/4 OF SEC 04-23S-27E

NE CORNER OF SEC 08-23S-27E;
 CCR 74806

DB 400,
 PG 313

N LINE OF NE 1/4 OF SEC 08-23S-27E

AVALON ROAD
 (STATE ROAD 545)
 R/W VARIES
 (S.R. P.B. 2, PGS 46-54)

DB 400, PG 313

DB 400, PG 275

DB 400, PG 304
 DB 400, PG 313

POC
 N 1/4 CORNER OF SEC 08-23S-27E;
 CCR 74805

(BEARING BASIS)

POB

DB 400, PG 301

SOUTH R/W LINE

DB 400, PG 301

SOUTH R/W LINE OF ADDITIONAL R/W PER O.R.B.10511, PG 3021

NE 1/4 OF SEC 08-23S-27E

RESERVE AT CARRIAGE POINTE PHASE 1 (P.B. 78, PGS 117-122)

DAVENPORT BLVD
 25.00' R/W
 (P.B. H, PG 24)

DB 400, PG 303

WEST LINE OF THE SE 1/4 OF SEC 09-23S-27E

SOUTH R/W LINE PER O.R.B. 9798, PGS 1008-1011

NW 1/4 OF SEC 09-23S-27E

ALEXANDER RIDGE (P.B. 80 PGS 37-48)

ALEXANDER RIDGE COMMERCIAL CENTER (P.B. 100 PGS 12 & 13)

TRACT B

LOT 1

LOT 2

MANN ROAD
 60.00 R/W
 (DB 896, PAGE 521)
 (DB 896, PAGE 522)

NOT PLATTED

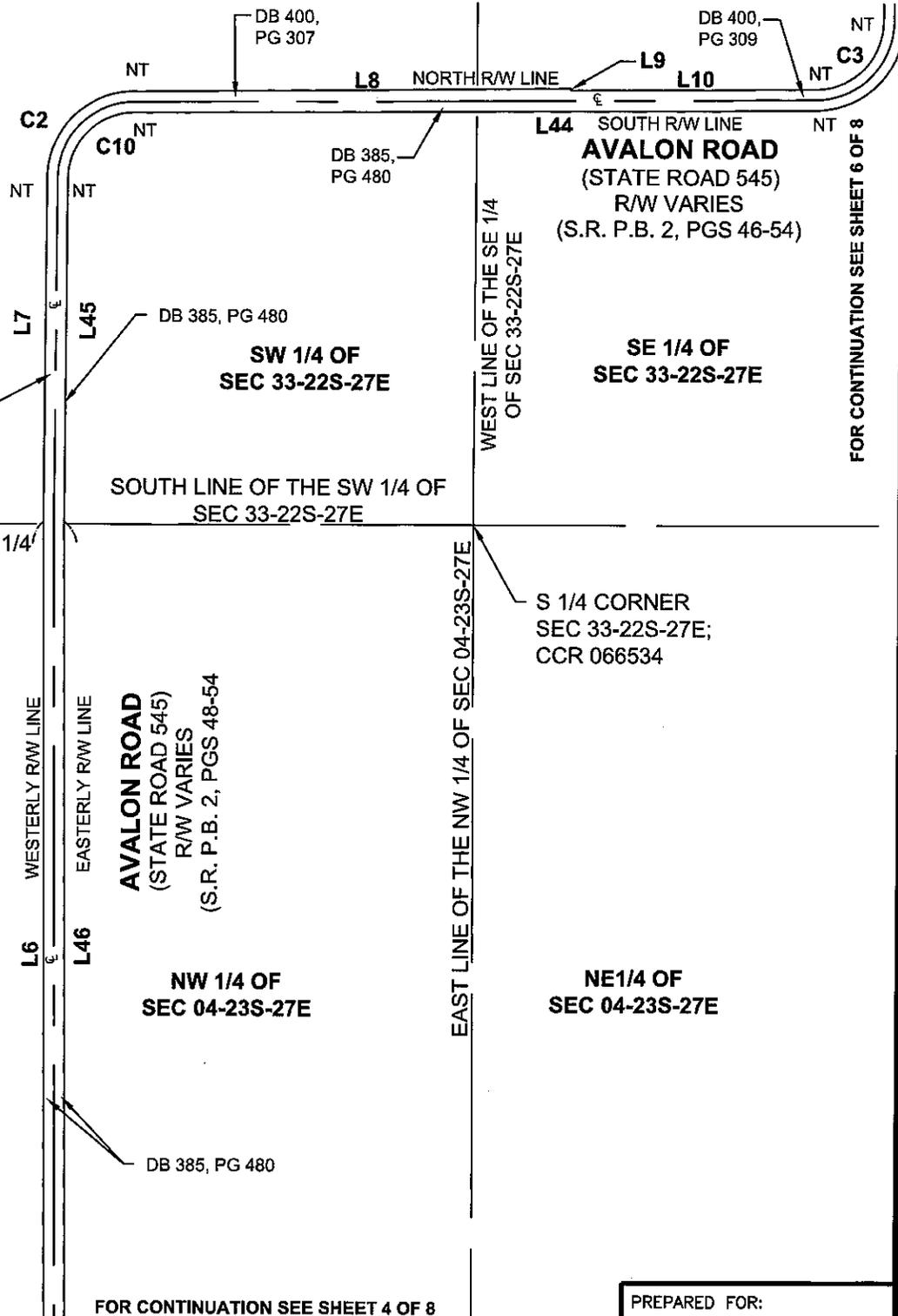
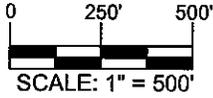
PREPARED FOR:
 REAL ESTATE MANAGEMENT

NOT VALID WITHOUT SHEETS 1, 2, 3, 5, 6, 7 AND 8 OF 8

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4, 5, 8, 9 27, 28, 33, 34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951	DRAWING SCALE: 1"=500'
DRAWN BY: JFM, JDB	REVISIONS: 01/02/2025	TOWNSHIP: 22S, 23S		
CHECKED BY: D. WHITTAKER	RANGE: 27E	4000 SOUTH JOHN YOUNG PARKWAY	ORANGE COUNTY FLORIDA GOVERNMENT	COUNTY PROJECT NUMBER 8904
APPROVED BY: D. WHITTAKER	SHEET 4 OF 8	ORLANDO, FLORIDA 32839-9205 (407) 836-7951		

SKETCH OF DESCRIPTION
PROJECT: PARCEL 117 - CITY OF WINTER
GARDEN ROAD TRANSFER

SPACE ABOVE RESERVED FOR RECORDING INFORMATION



FOR CONTINUATION SEE SHEET 6 OF 8

FOR CONTINUATION SEE SHEET 4 OF 8

NOT VALID WITHOUT SHEETS 1, 2, 3, 4, 6, 7 AND 8 OF 8

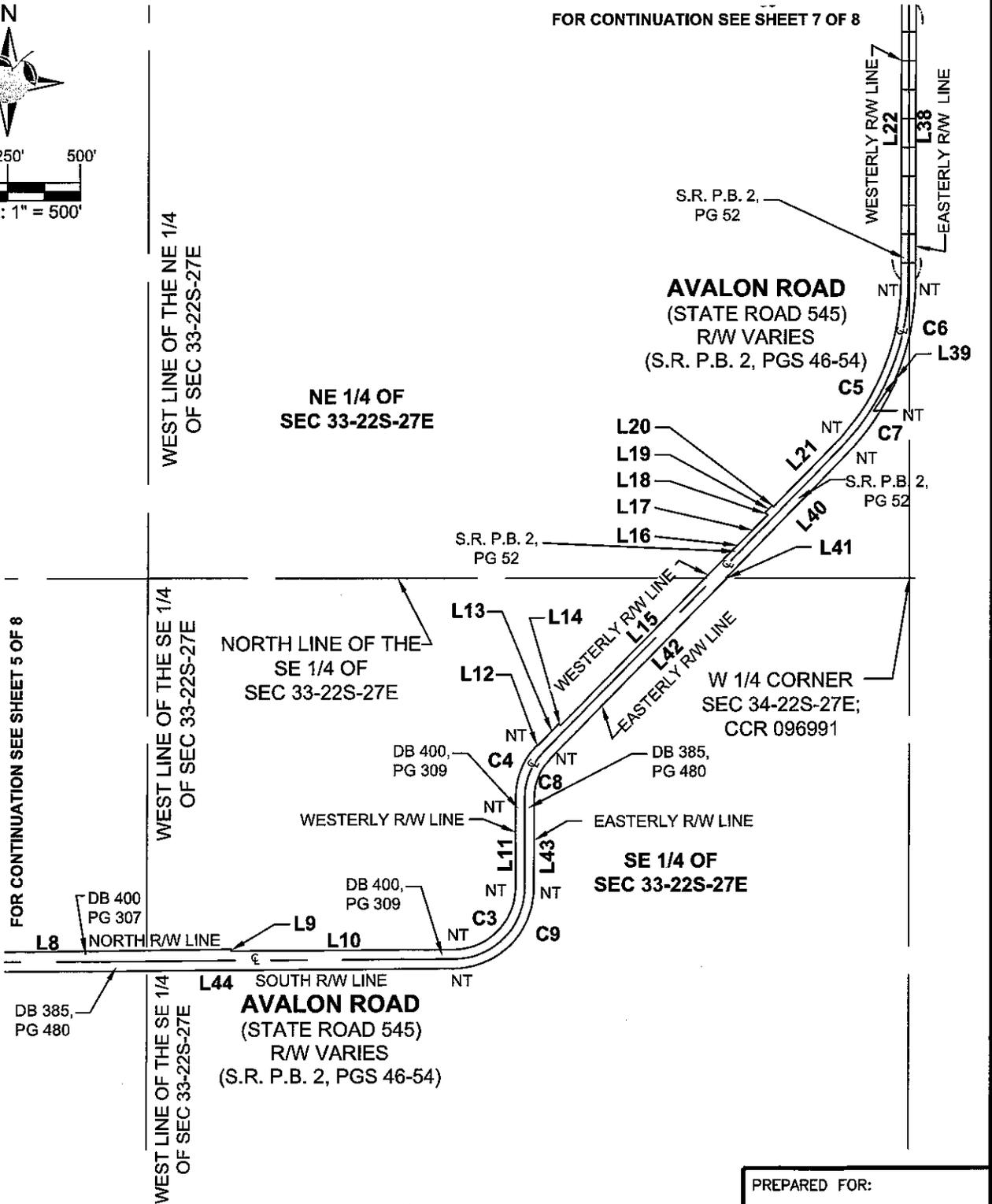
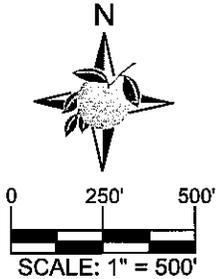
PREPARED FOR:
 REAL ESTATE MANAGEMENT

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4, 5, 8, 9, 27, 28, 33, 34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: 1" = 500'
DRAWN BY: JFM, JDB	REVISIONS: 01/02/2025	TOWNSHIP: 22S, 23S			COUNTY PROJECT NUMBER 8904
CHECKED BY: D. WHITTAKER		RANGE: 27E			
APPROVED BY: D. WHITTAKER		SHEET 5 OF 8			

SKETCH OF DESCRIPTION
PROJECT: PARCEL 117 - CITY OF WINTER
GARDEN ROAD TRANSFER

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

FOR CONTINUATION SEE SHEET 7 OF 8



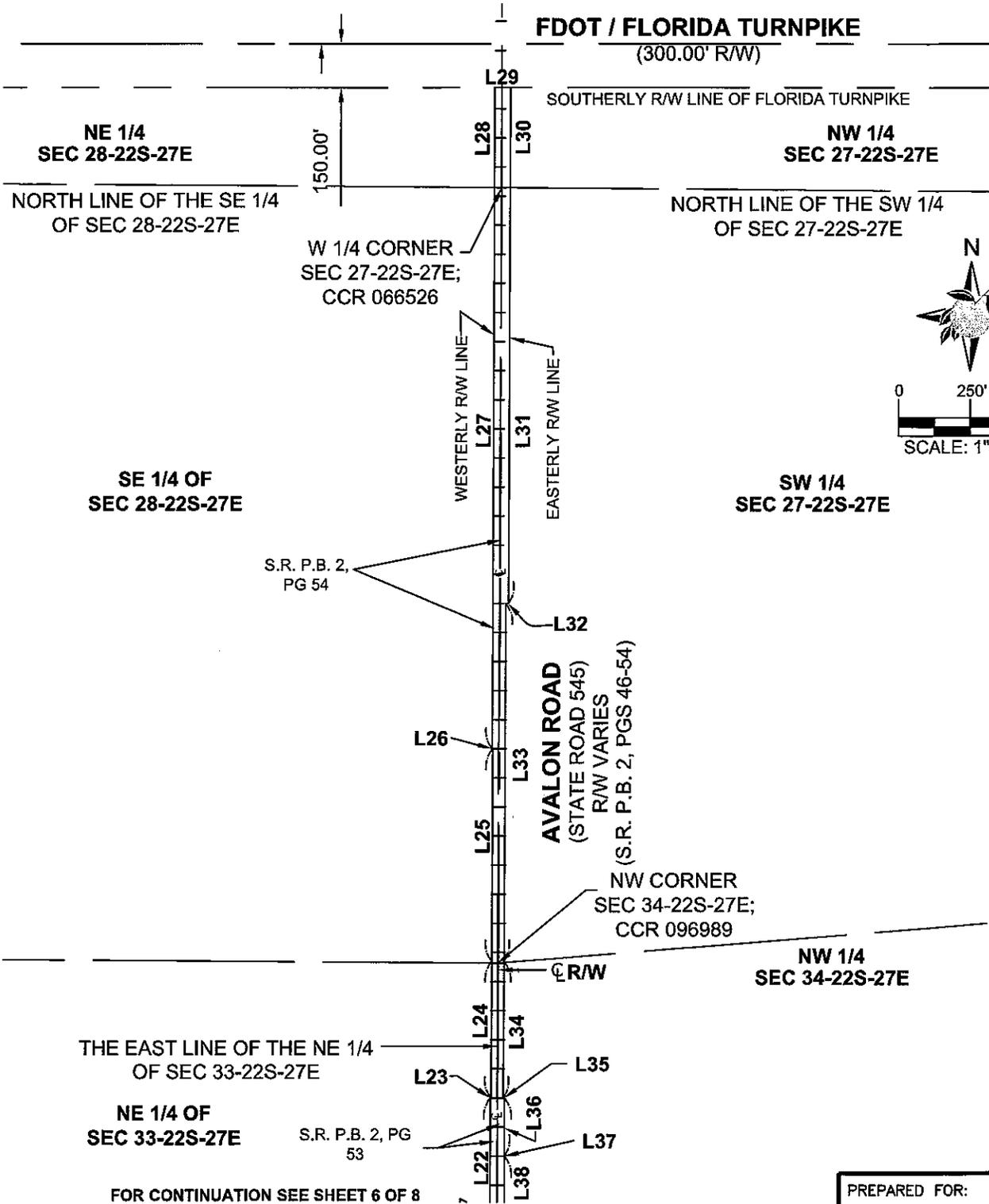
NOT VALID WITHOUT SHEETS 1, 2, 3, 4, 5, 7 AND 8 OF 8

PREPARED FOR:
 REAL ESTATE MANAGEMENT

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4, 5, 8, 9 27, 28, 33, 34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951	DRAWING SCALE: 1" = 500'
DRAWN BY: JFM, JDB		TOWNSHIP: 22S, 23S		
CHECKED BY: D. WHITTAKER	REVISIONS: 01/02/2025	RANGE: 27E	ORANGE COUNTY GOVERNMENT FLORIDA	COUNTY PROJECT NUMBER 8904
APPROVED BY: D. WHITTAKER		SHEET 6 OF 8		

SKETCH OF DESCRIPTION
PROJECT: PARCEL 117 - CITY OF WINTER
GARDEN ROAD TRANSFER

SPACE ABOVE RESERVED FOR RECORDING INFORMATION



FOR CONTINUATION SEE SHEET 6 OF 8

NOT VALID WITHOUT SHEETS 1, 2, 3, 4, 5, 6 AND 8 OF 8

PREPARED FOR:
 REAL ESTATE MANAGEMENT

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4, 5, 8, 9, 27, 28, 33, 34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951	ORANGE COUNTY GOVERNMENT FLORIDA	DRAWING SCALE: 1" = 500'
DRAWN BY: JFM, JDB	REVISIONS: 01/02/2025	TOWNSHIP: 22S, 23S			COUNTY PROJECT NUMBER 8904
CHECKED BY: D. WHITTAKER		RANGE: 27E			
APPROVED BY: D. WHITTAKER		SHEET 7 OF 8			

SKETCH OF DESCRIPTION
PROJECT: PARCEL 117 - CITY OF WINTER
GARDEN ROAD TRANSFER

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

CURVE TABLE					
SEGMENT	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	90° 14' 04"	208.92'	329.03'	N45° 01' 25"E	296.06'
C2	89° 19' 22"	276.81'	431.54'	N44° 55' 56"E	389.15'
C3	89° 38' 36"	212.55'	332.55'	N44° 46' 20"E	299.65'
C4	45° 11' 54"	258.43'	203.86'	N22° 32' 59"E	198.62'
C5	44° 21' 39"	793.51'	614.37'	N21° 41' 12"E	599.02'
C6	23° 52' 27"	843.51'	351.61'	S11° 27' 41"W	348.81'
C7	20° 28' 38"	848.51'	303.25'	S33° 37' 59"W	301.64'
C8	44° 31' 25"	192.43'	149.53'	S22° 12' 50"W	145.80'
C9	89° 38' 39"	278.55'	435.82'	S44° 46' 20"W	392.70'
C10	89° 19' 22"	210.81'	328.65'	S44° 55' 55"W	296.36'

LINE TABLE		
SEGMENT	BEARING	LENGTH
L1	S 89° 57' 56" E	1321.61'
L2	N 00° 02' 04" E	33.00'
L3	S 89° 57' 56" E	1318.81'
L4	N 89° 56' 13" E	1083.37'
L5	N 00° 05' 37" W	1969.06'
L6	N 00° 25' 06" W	3035.49'
L7	N 00° 16' 19" E	1073.50'
L8	N 89° 20' 33" E	1376.07'
L9	S 00° 24' 28" E	6.00'
L10	N 89° 35' 32" E	779.22'
L11	N 00° 02' 53" W	310.93'
L12	S 00° 00' 00" W	4.26'
L13	N 44° 28' 32" E	109.29'
L14	S 45° 31' 28" E	8.00'
L15	N 44° 28' 32" E	876.00'
L16	S 45° 31' 28" E	2.00'
L17	N 44° 28' 32" E	148.00'
L18	N 45° 31' 27" W	12.00'
L19	N 44° 28' 32" E	35.00'
L20	S 45° 31' 27" E	7.00'
L21	N 44° 28' 32" E	319.21'
L22	N 00° 06' 55" E	1159.08'
L23	S 89° 53' 05" E	2.00'
L24	N 00° 06' 55" E	469.43'
L25	N 00° 04' 43" E	730.57'
L26	N 89° 53' 05" W	2.00'
L27	N 00° 04' 43" E	1929.10'
L28	N 00° 04' 00" E	343.84'
L29	N 89° 58' 30" E	55.00'
L30	S 00° 04' 00" W	343.93'
L31	S 00° 04' 43" W	1429.14'
L32	N 89° 53' 05" W	10.00'
L33	S 00° 04' 43" W	1230.56'
L34	S 00° 06' 55" W	469.44'
L35	S 89° 53' 05" E	4.00'
L36	S 00° 06' 55" W	200.00'
L37	S 89° 53' 05" E	1.00'
L38	S 00° 06' 55" W	958.68'
L39	S 66° 35' 43" E	5.00'
L40	S 44° 28' 32" W	613.52'
L41	N 89° 59' 04" E	4.21'
L42	S 44° 28' 32" W	877.51'
L43	S 00° 02' 53" E	310.94'
L44	S 89° 35' 32" W	2155.28'
L45	S 00° 16' 19" W	1073.32'
L46	S 00° 25' 06" E	3035.52'
L47	S 00° 05' 37" E	2245.85'
L48	S 89° 56' 13" W	1357.50'
L49	N 89° 57' 56" W	1321.61'
L50	N 00° 02' 04" E	35.00'

NOT VALID WITHOUT SHEETS 1, 2, 3, 4, 5, 6 AND 7 OF 8

PREPARED FOR:
REAL ESTATE MANAGEMENT

FIELD DATE: N/A	DATE: 05/20/2024	SECTION: 4, 5, 8, 9, 27, 28, 33, 34	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: JFM, JDB		TOWNSHIP: 22S, 23S			COUNTY PROJECT NUMBER 8904
CHECKED BY: D. WHITTAKER	REVISIONS: 01/02/2025	RANGE: 27E			
APPROVED BY: D. WHITTAKER		SHEET 8 OF 8			

OR3797 PG1197

Instrument 100.1
Project: Tildenville Sidewalk
Project No. CD 84-06

DEED

THIS INDENTURE, Made this 27th day of May A. D., 19 86, between South Lake Apopka Citrus Growers Association, a Florida Corporation, a corporation organized and existing under the laws of the State of Florida, having its principal place of business in the city of Oakland, County of Orange, State of Florida, as party of the first part, and the COUNTY OF ORANGE, in the State of Florida, as party of the second part.

WITNESSETH, that the party of the first part, for and in consideration of the sum of \$ 200.00 and other valuable considerations, paid, receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed and does hereby grant, bargain, sell, and convey unto the party of the second part, its successors and assigns forever, the following described land, situate, lying and being in the County of Orange, State of Florida, to-wit:

Parcel 100 (Fee Simple)

Description:

The East 15.00 feet of the West 45.00 feet of the South 185.50 feet of the Northwest 1/4 of Section 27, Township 22 South, Range 27 East, Orange County, Florida.

Containing 2,782.50 square feet, more or less.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, forever; and the said party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed in its name by Dan L. McKinnon, its President, and its corporate seal to be affixed, attested by William S. Arrington, dated this 27th day of May, 19 86.

Signed, sealed, and delivered in the presence of:

South Lake Apopka Citrus Growers Association, a Florida Corporation

Wallace H. Adams

BY: Dan L. McKinnon
President

William S. Arrington

ATTEST: William S. Arrington
Secretary

(Corporate Seal)



Acquisition of this land is necessary for Right of Way purposes under the threat of condemnation pursuant to Rule 12B-4.14 (15) Florida Statutes, Chapter 1 Revenue.

By Ann Bivins
ORANGE COUNTY RIGHT OF WAY

Florida		THOMAS H. LOCKER,
Rec Fee	\$ <u>9.00</u>	Orange County
Doc Tax	\$ _____	Comptroller
Int Tax	\$ _____	By <u>AS</u>
Total	\$ <u>9.00</u>	Deputy Clerk

RETURN TO RIGHT OF WAY

Instrument 100.1
Project: Tildenville Sidewalk
Project No. CD 84-06

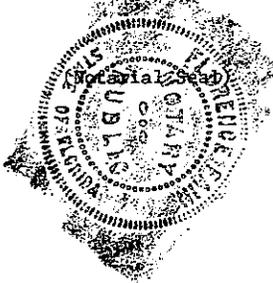
OR3797 PG1198

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY, that on this 27th day of May A. D., 19 86,
before me personally appeared Dan L. McKinnon
and William S. Arrington
respectively President and Secretary

of South Lake Apopka Citrus Growers Association, a Florida Corporation, a corporation under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this 27th day of May, 19 86.



[Signature]
Notary Public in and for the County and State
aforesaid.

My commission expires:

Notary Public, State of Florida
My Commission Expires April 12, 1987.
Approved After 1977 PAIA Insurance, Inc.

RECORDED & RETURN FILED

[Signature]
County Clerk, Orange Co., FL

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director
Via: City Manager Jon C. Williams
Date: February 20, 2025 **Meeting Date:** February 27, 2025
Subject: 1320 Winter Garden Vineland Road
LAKE APOPKA NATURAL GAS - ADDITION
Site Plan Approval
PARCEL ID# 26-22-27-0000-00-057

Issue: The applicant is requesting approval of a Site Plan for an addition to the existing building for the property located at 1320 Winter Garden Vineland Road.

Discussion:

The proposed project is to construct a 2,713 square foot addition to the front of the existing 11,503 square foot building. Site improvements include landscaping, parking, and pedestrian access from Winter Garden Vineland Road. The landscaping will include a one to one replacement of the existing pine trees.

The addition will serve as office space for the expansion of Lake Apopka Natural Gas. Lake Apopka Natural Gas is a growing business and plans to continue to grow and offer services in and around the City of Winter Garden.

A community meeting was held February 6, 2025. No concerns were expressed at the meeting.

The property is designated COM (Commercial) on the City's Future Land Use Map and zoned C-2 (Arterial Commercial).

Recommended Action:

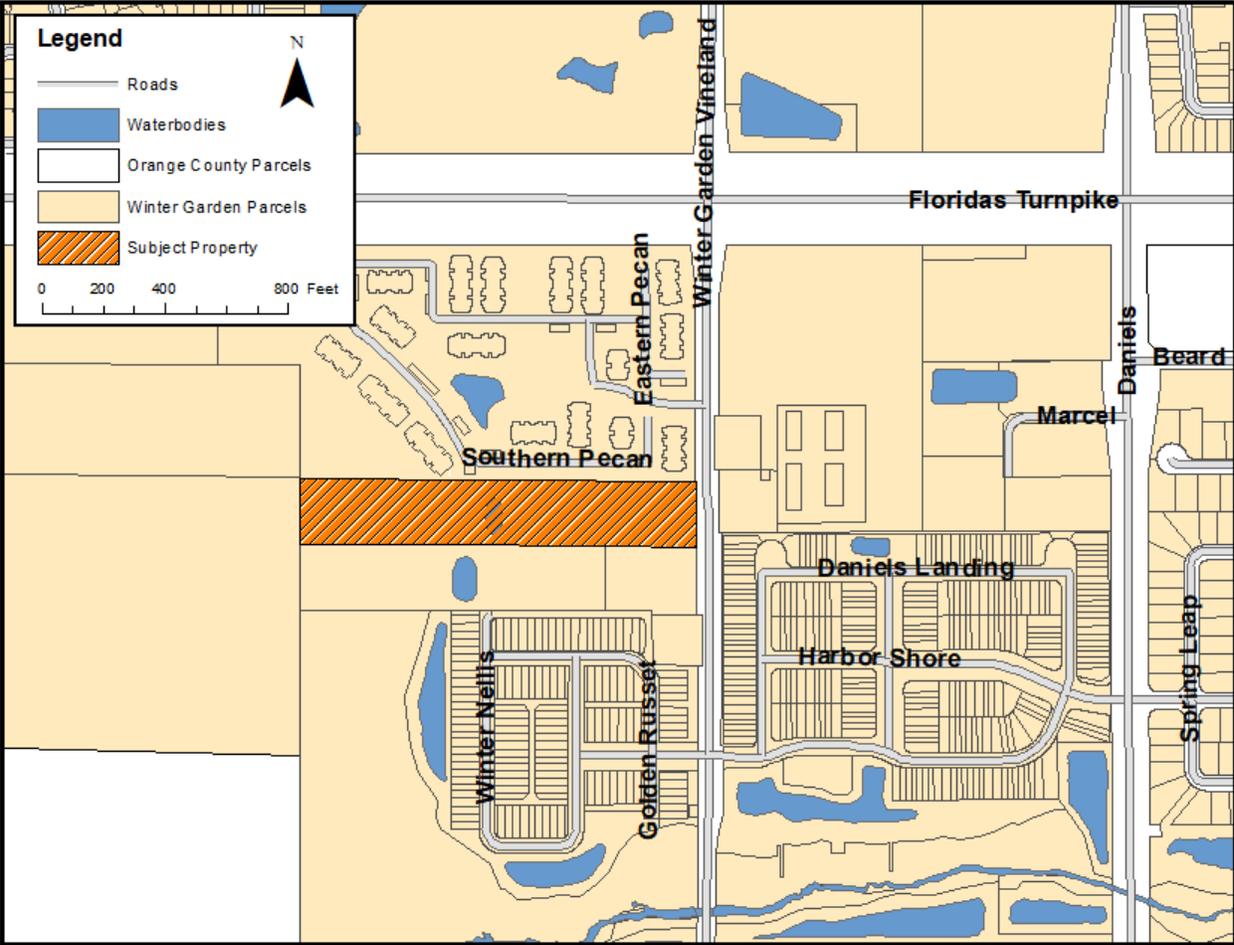
Staff recommends approval of the proposed site plan.

Attachment(s)/References:

Location Map
Construction Plans
Tree Mitigation and Landscape Plans
Survey
Architectural Elevations
Final DRC combined comments

Location Map

1320 Winter Garden Vineland Road



SITE CONSTRUCTION PLAN

ADMINISTRATION BUILDING & PARKING LOT EXPANSION

LAKE APOPKA NATURAL GAS DISTRICT

SEPTEMBER 4, 2024

Site & Bldg Data

Total Site Area = +/-6.31 Acres
 Existing Pavement Area = 81,156 sf
 Proposed Pavement Area = 8,513 sf
 Total Pavement Area = 89,669 sf

Existing Admin. Bldg. Footprint Area = 10,930 sf
 Proposed Admin. Bldg. Footprint Add. = 2,713 sf
 Total Admin. Bldg. Footprint Area = 13,643 sf
 Existing Warehouse Bldg. Footprint Area = 7,330 sf

Total Impervious Area = 110,642 sf = 2.54 Acres
 Total Impervious Area % = 2.54/6.31 = 40.3% < 70% OK

Total Bldg. Footprint Area = 20,973 SF = 0.48 ac
 F.A.R. = 0.48/6.31 = 7.6%

Parking Summary

Spaces Required
 Total Spaces Required= 3 spaces per 1000 sf of Office = 13,643 sf/3 spaces per 1000 sf = 41 Spaces
 Total Spaces Required= 1 spaces per 1000 sf of warehouse = 7330 sf/3 spaces per 1000 sf = 8 Spaces
 Total Required = 49 Spaces

46 Existing Paved Parking Spaces Are Provided (2 Handicap).

20 New Paved Parking Spaces Proposed (1 Handicap).

66 Total Paved Parking Spaces (3 Handicap).

Zoning Data

Zoning - C2
 Front Building Setback (WG-V) - 40 feet
 Rear Bldg Setback (West Prop. Line) - 20 feet
 Side Bldg Setback (North Prop. Line) - 20 feet
 Side Bldg Setback (South Prop. Line) - 0 feet
 Maximum Building Height = 35 feet

FDOT STANDARDS INDEX	
TITLE	Index Number
Supplementary Details ...	425-001
Ditch Bottom Inlets Types C, D	425-052
Curb & Curb and Gutter	520-001
Curb Cut Ramps	522-002

DESCRIPTION:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 213.48 FEET OF THE FOLLOWING TRACT OF LAND:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 27 EAST, RUN THENCE NORTH 0 DEGREES 06 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 26 A DISTANCE OF 885.77 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 16 MINUTES 45 SECONDS WEST 1349.37 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 26 THAT IS 903.88 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 26, THENCE RUN SOUTH 89 DEGREES 49 MINUTES 33 SECONDS EAST 1144.25 FEET, THENCE RUN SOUTH 89 DEGREES 16 MINUTES 45 SECONDS EAST 205.43 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 26, THENCE RUN NORTH 00 DEGREES 06 MINUTES 20 SECONDS EAST 433.02 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

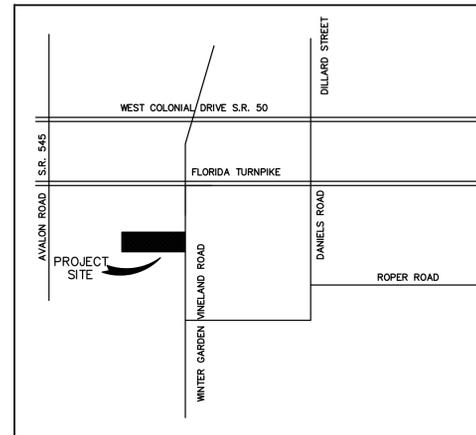
A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE RUN 0 DEGREES 06 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26 FOR 885.77 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 16 MINUTES 45 SECONDS WEST FOR 9.71 FEET; THENCE RUN SOUTH 0 DEGREES 12 MINUTES 57 SECONDS WEST FOR 433.01 FEET; THENCE RUN SOUTH 89 DEGREES 16 MINUTES 45 SECONDS EAST FOR 10.54 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE RUN NORTH 0 DEGREES 06 MINUTES 20 SECONDS EAST FOR 433.02 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 30 FOOT MAINTAINED RIGHT-OF-WAY FOR STATE ROAD NO. 535.

CONTROL BENCHMARK
 FOUND BRASS DISC (C1346065) ON THE EAST SIDE OF CURB INLET ON THE WEST SIDE OF DANIELS ROAD, ±425 FEET SOUTH OF BEARD ROAD.
 ELEVATION = 115.846 (DATUM NAVD 1988)

SITE BENCHMARK #1
 NAIL & DISK (TRAV PT LB 7274)
 SET IN TOP OF CONCRETE CURBING
 ELEVATION = 117.60 (DATUM NAVD 1988)

SITE BENCHMARK #2
 RECOVERED NAIL & DISK (LB 1221)
 ELEVATION = 117.48 (DATUM NAVD 1988)



LOCATION MAP

Parcel ID: 26-22-27-0000-00-057
 Address 1320 WINTER GARDEN VINELAND RD

OWNER: Lake Apopka Natural Gas District 407-656-2734, x 106
 1320 Winter Garden Vineland Rd
 Winter Garden, Florida 34787
 caddison@langd.org

ENGINEER: Kirby Engineering, L.L.C. 407-877-9400
 John Kirby, P.E.
 P. O. Box 770669
 Winter Garden, Florida 34787
 jrkirby61@gmail.com

SURVEYOR: BISHMAN SURVEYING & MAPPING, INC. (407) 702-8127
 14 S. Main Street, SUITE 210
 Winter Garden, Florida 34787

GEOTECHNICAL: Luis Almodovar (407) 877-1354
 Tierra, Inc.
 1133 Crown Park Circle
 Winter Garden, Florida 34787
 lalmodovar@tierraeng.com

LANDSCAPE ARCHITECT: Randy Buchanan, RLAI 407-579-1811
 Landscape Dynamics
 P. O. Box 2852
 Winter Park, Florida 32790a
 randeyebuchanan@gmail.com

ARCHITECT: H. Daniel Hutter III, RA (321) 244-0402 Ext 506
 LIS Architecture
 2572 West State Road 426
 Suite 2064
 Oviedo, FL 32765
 danh@lis-ae.com

GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF WINTER GARDEN STANDARDS AND SPECIFICATIONS AND TO THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, MOST RECENT EDITIONS.
- UNLESS OTHERWISE NOTED, ALL DISTURBED AREAS SHALL BE SODDED UPON COMPLETION OF CONSTRUCTION.
- ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES.
- UTILITIES SHOWN WERE LOCATED FROM BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION ALL UTILITY COMPANIES AND FOR THE LOCATION AND PROTECTION OF ALL UTILITIES THAT MAY EXIST, ABOVE AND BELOW GROUND.
- PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL TAKE EXTREME PRECAUTION BY VERIFYING ALL ELEVATIONS, STRUCTURE LOCATIONS, PAVEMENT TIE-INS, CONNECTION TO EXISTING UTILITIES, CONNECTION TO EXISTING STORM STRUCTURES, ETC., BASED ON THE FINDINGS THE CONTRACTOR MAY NEED TO MAKE ADJUSTMENTS IN ORDER TO MEET THE PLAN INTENT.
- THE CONTRACTOR IS RESPONSIBLE TO PROVIDE EROSION AND SEDIMENT CONTROL THROUGHOUT THE CONSTRUCTION PHASE WHICH SHALL INCLUDE, BUT NOT LIMITED TO THE PLACEMENT OF SILT FENCES, STACKED HAY BALES OR OTHER SIMILAR STRUCTURES ALONG THE PERIMETER OF THE SITE. THIS WORK SHALL CONFORM TO THE REQUIREMENTS OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AS OUTLINED IN F.D.O.T. STD. INDEX #102. THE CONTRACTOR SHALL PROVIDE AN EROSION PROTECTION PLAN.
- REMOVE ALL STRIPPINGS AND UNCLASSIFIED MATERIALS OFFSITE AND DISPOSE OF IN LEGAL MANNER.
- ALL COMPACTION SHALL BE 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (PER AASHTO T-180)
- JOHN KIRBY, CONSULTING ENGINEER, SHALL BE NOTIFIED IMMEDIATELY OF ANY PROBLEMS REQUIRING DEVIATION FROM THESE PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL PROVIDE AND COORDINATE PLACEMENT OF ANY REQUIRED UNDERGROUND CONDUITS NECESSARY FOR PLACEMENT OF UTILITIES (TELEPHONE, ELECTRIC, CABLE, ETC.) AND THE SPRINKLER SYSTEM.
- AS-BUILT RECORD DRAWINGS SHALL COMPLY WITH CITY OF WINTER GARDEN REQUIREMENTS AVAILABLE ON-LINE.
- IF DEWATERING IS NECESSARY THE CONTRACTOR SHALL NOTIFY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT TO DETERMINE IF A PERMIT WILL BE REQUIRED.
- THE EROSION & SEDIMENT CONTROL MEASURES DELINEATED ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS SHALL BE UTILIZED AS NEEDED.
- TRENCH BACKFILL SHALL MEET FDOT REQUIREMENTS FOR CLEAN SELECT BACKFILL.
- ALL CONSTRUCTION ACTIVITY SHALL CONFORM TO THE STORMWATER MANAGEMENT ORDINANCE OF THE CITY OF WINTER GARDEN. SEE CHAPTER 106 OF THE CITY CODE.
- NOTE: NO HARD WOOD TREES MAY BE PLANTED OVER OR WITHIN 5 FEET OF UTILITY LINES. ONLY SOD MAY BE PLANTED OVER UTILITY LINES.
- NOTE: MEETING ALL PROVISIONS OF ADA AND THE FLORIDA ACCESSIBILITY CODE IS THE RESPONSIBILITY OF THE OWNER, DESIGN ENGINEER AND CONTRACTOR.
- NOTE: PRIOR TO ANY UNDERGROUND EXCAVATION, THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA (SSOCOF) AT (800) 432-4770 TO LOCATE ANY OR ALL UNDERGROUND UTILITIES WITHIN RIGHT-OF-WAYS OR PRIVATE PROPERTIES. (CHAPTER 556, F.S.)
- ALL ON-SITE UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.
- BEFORE SITE CONSTRUCTION BEGINS, CONTRACTOR SHALL ENSURE THAT THE REQUIRED PERMIT FROM THE CITY OF WINTER GARDEN AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT HAVE BEEN OBTAINED. THE CONTRACTOR SHALL REVIEW AND MEET ALL CONDITIONS OF THIS PERMIT.
- SITE LIGHTING SHALL COMPLY WITH CITY DARK SKY STANDARDS CHAPTER 118, ARTICLE X, DIVISION 4.
- ALL GRAVITY SANITARY PIPE AND FITTINGS SHALL BE SDR 26.
- ALL STORM (>12") AND SANITARY LINES (>6") SHALL BE INSPECTED BY CCTV PRIOR TO COMPLETION.
- THERMOPLASTIC PIPE, IS USED, SHALL MEET ALL CITY MATERIAL AND INSTALLATION REQUIREMENTS AS SPECIFIED IN THE CITY'S STANDARDS & SPECIFICATIONS INCLUDING CLASS 1 BEDDING, HP POLYPROPYLENE PIPE (NOT HOPE OR N-12), LASER PROFILING, INSTALLATION PER ASTM D2321, ETC. (SEE UNDER ON-LINE FORMS ON WEBSITE).
- ALL UTILITIES SHALL BE UNDERGROUND PURSUANT TO CODE (SEC. 18-33) INCLUDING ELECTRICAL POWER, CABLE, TELEPHONE, ETC.
- ANY SIGNS, SCREEN WALLS OR RETAINING WALLS SHALL REQUIRE A SEPARATE PERMIT FROM THE BUILDING DEPARTMENT

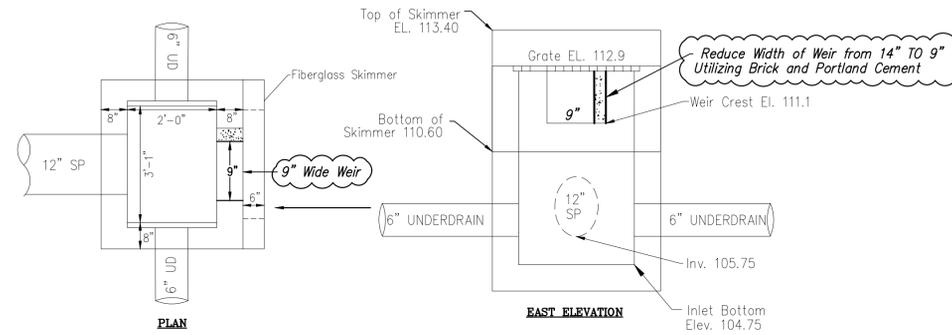
FIRE SERVICE	CITY OF WINTER GARDEN 171 E. PALMETTO STREET WINTER GARDEN, FL. 34787 TEL. (407) 656-4689
STORM WATER	CITY OF WINTER GARDEN 265 Lakeview Road WINTER GARDEN, FL. 34787 TEL. (407) 656-2256
REUSE	CITY OF WINTER GARDEN 300 V. PLANT STREET WINTER GARDEN, FL. 34787 TEL. (407) 656-4100
SANITARY SEWER	CITY OF WINTER GARDEN 300 V. PLANT STREET WINTER GARDEN, FL. 34787 TEL. (407) 656-4100
WATER	CITY OF WINTER GARDEN 300 V. PLANT STREET WINTER GARDEN, FL. 34787 TEL. (407) 656-4100
POWER	DUKE ENERGY 452 E. CROWN POINT ROAD WINTER GARDEN, FL. 34787 (407) 905-3300
TELEPHONE	CENTURY LINK P.O. BOX 770339 WINTER GARDEN, FL. 34777-0339 407-814-5373
CABLE	SPECTRUM 3767 ALL AMERICAN BLVD. ORLANDO, FL. 32810 407-295-9119
GAS	LAKE APOPKA NATURAL GAS 1320 VINELAND ROAD WINTER GARDEN, FL. 34787 TEL. (407) 656-2734

SHEET TITLE	No.
Cover Sheet	C1
Overall Plan	C2
Demolition & Phasing Plan	C3
Geometry & Striping Plan	C4
Paving & Drainage Plan	C5
Grading Plan	C6
Storm Water Pollution Prevention	C7
Photometric Plan	LT-1
Tree Mitigation Plan	TM-100
Landscape Plans	L100-200
Irrigation Plans	I100-200
CWG Public Works Details	9-11

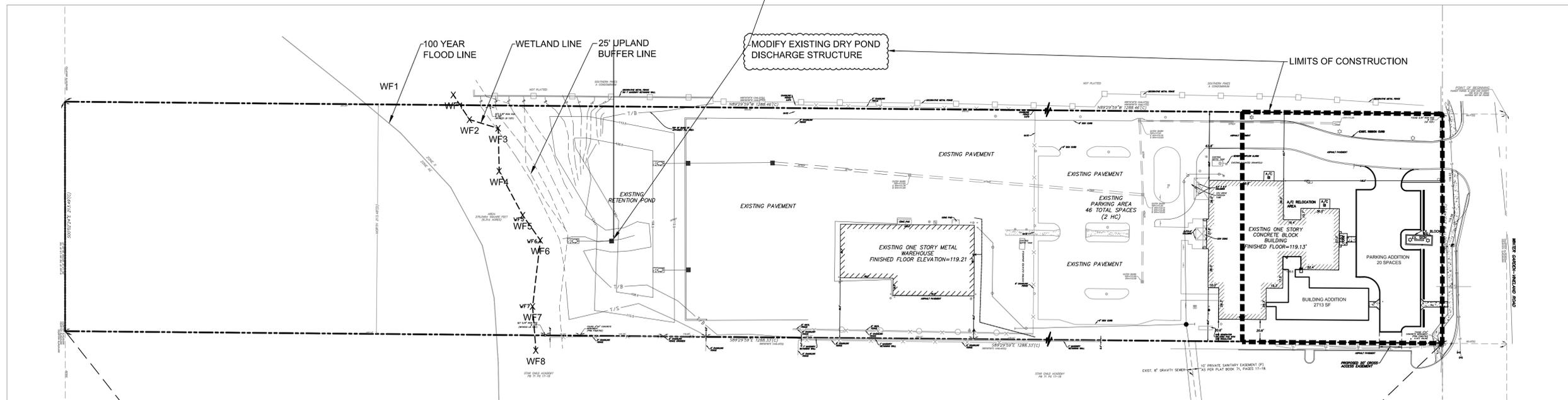
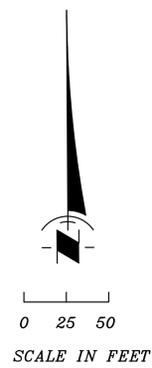
John R. Kirby, P.E.; Lic. No. 41957

Revised 1-17-25

KIRBY ENGINEERING, L.L.C. JOHN R. KIRBY, P.E.
 P. O. BOX 770669 WINTER GARDEN, FL. 34777 (407) 877-9400



EXISTING DRY POND DISCHARGE STRUCTURE
 (Modify Existing Structure)
 N.T.S.



NO.	DATE	REVISIONS
1	1-17-25	ADDED CROSS ACCESS EASEMENT TO THIS SHEET PER CMC-DRC

OVERALL PLAN FOR
 ADMINISTRATION BUILDING &
 PARKING LOT EXPANSION FOR
 LAKE APOPKA NATURAL GAS DISTRICT

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

JK
 DESIGNED

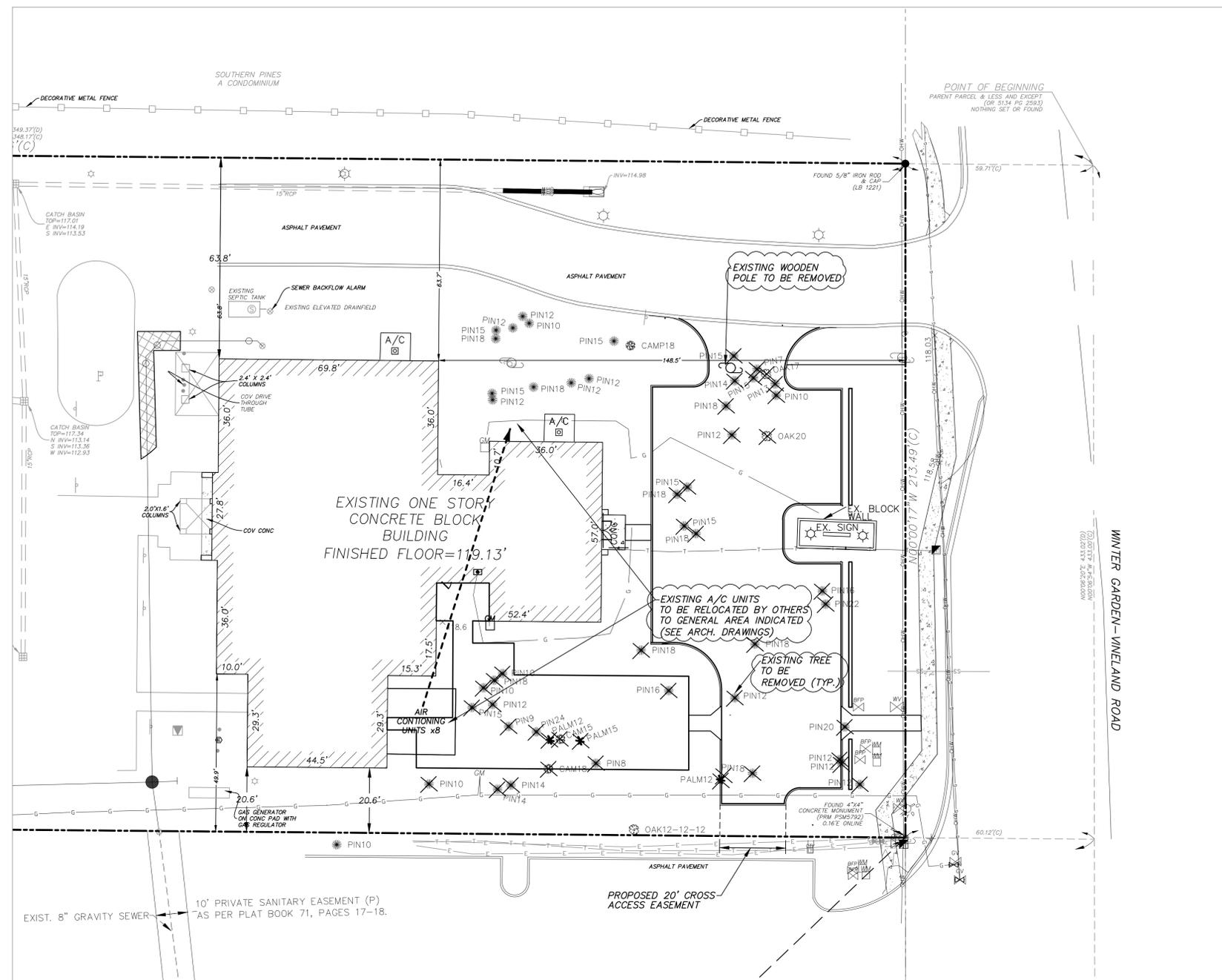
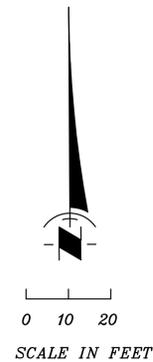
JK
 DRAWN

9/4/24
 DATE

C2
 SHEET

LEGEND	
Limits of Construction	---

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



LEGEND	
Exist. Tree to be Removed	

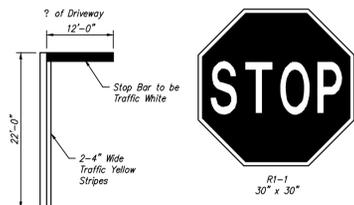
NO.	DATE	REVISIONS
1	1-17-25	ADDED CROSS ACCESS EASEMENT TO THIS SHEET PER CMC-DRC

DEMOLITION PLAN FOR
ADMINISTRATION BUILDING &
PARKING LOT EXPANSION FOR
LAKE APOKA NATURAL GAS DISTRICT

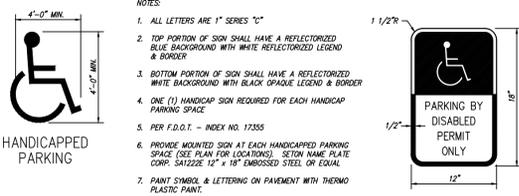
KIRBY ENGINEERING, L.L.C.
JOHN R. KIRBY, P.E.
407-877-9400

JK DESIGNED
JK DRAWN
9/4/24 DATE
 SHEET

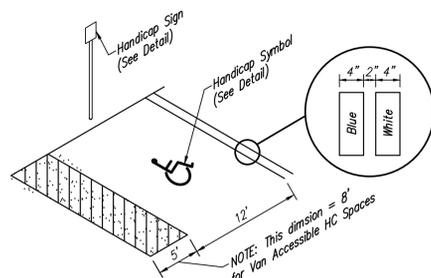
John R. Kirby, P.E.; Lic. No. 0041957



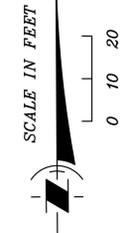
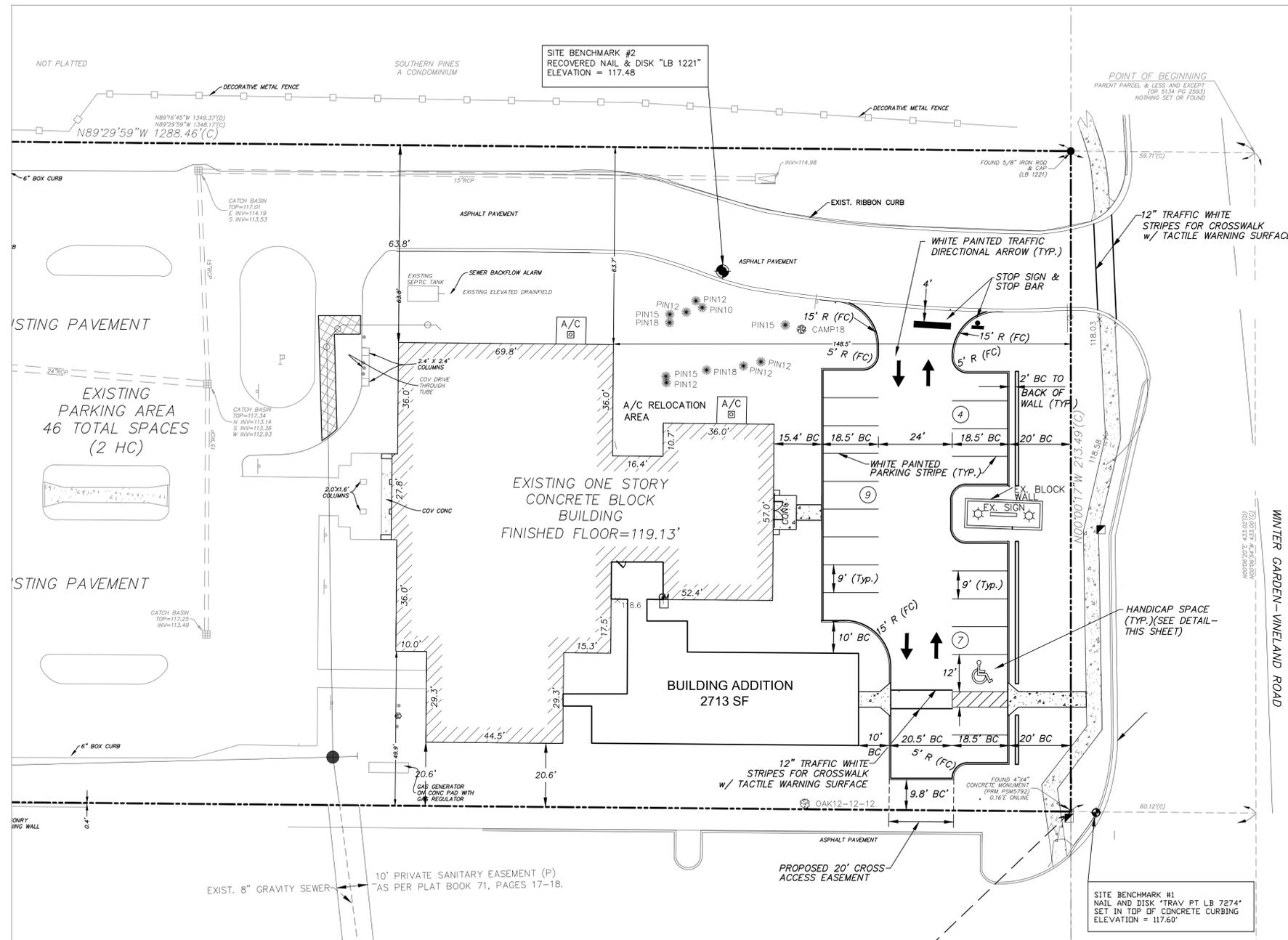
STOP SIGN DETAIL
N.T.S.



HANDICAP SYMBOL & SIGN
N.T.S.



HANDICAP SPACE DETAIL
N.T.S.



NOTES:

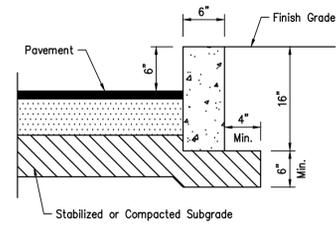
1. ALL LANDSCAPING AND SITE WALLS OR ANY OTHER INCIDENTAL ITEMS SHALL MEET THE SITE DISTANCE REQUIREMENTS OF FDOT INDEX 102-600.
2. ALL SIGNAGE, PAVEMENT MARKINGS, AND STRIPING SHALL CONFORM TO FDOT INDEX # 700.

NO.	DATE	REVISIONS
1	11-22-24	Revised per CWG-DRC Comments

GEOMETRY & STRIPING PLAN FOR
 ADMINISTRATION BUILDING &
 PARKING LOT EXPANSION FOR
 LAKE APOPKA NATURAL GAS DISTRICT

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

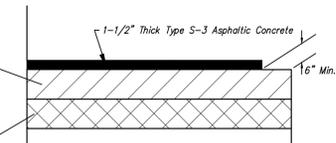
JK DESIGNED
JK DRAWN
9/4/2024 DATE
C4 SHEET



6" x 16" CURB DETAIL
N.T.S.

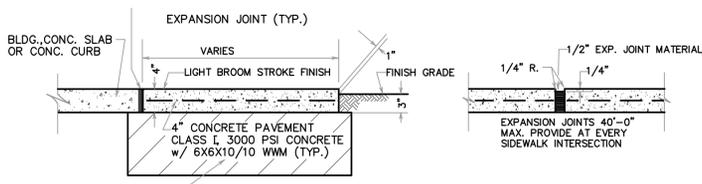
6" Crushed Concrete Base, Minimum LBR 120, Compacted to 98 percent Modified Proctor Maximum Dry Density per ASTM D-1557.

12" Stabilized Subgrade Compacted to 98 percent Modified Proctor Maximum Dry Density per ASTM D-1557, Minimum LBR 40



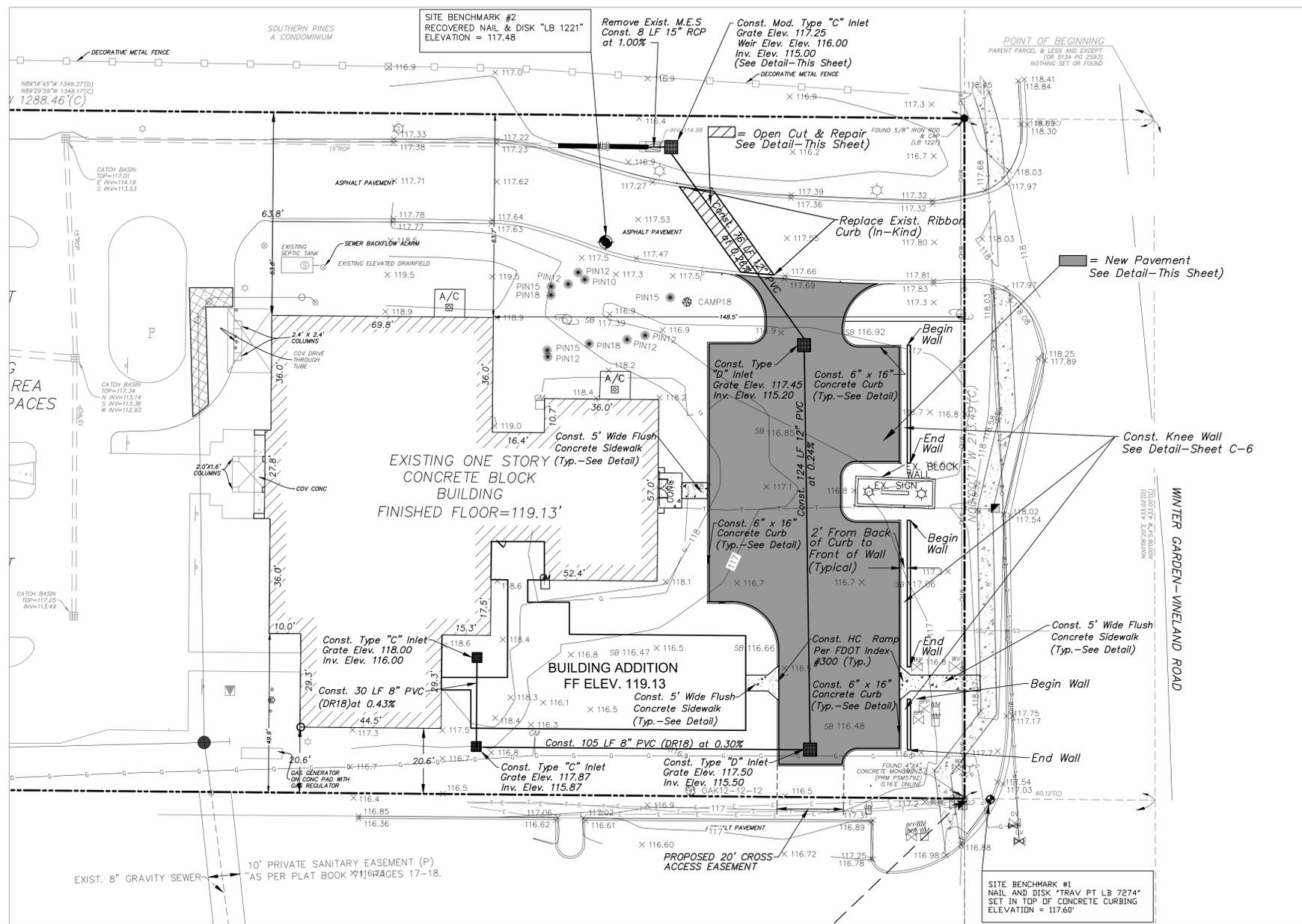
NORMAL PAVEMENT SECTION
N.T.S.

Note: See report by Tierra, Inc. Engineering, dated 7/3/24, Project #5511-24-034 regarding fill, subgrade preparation, etc...



FLUSH SIDEWALK DETAILS
N.T.S.

SCALE IN FEET
0 10 20

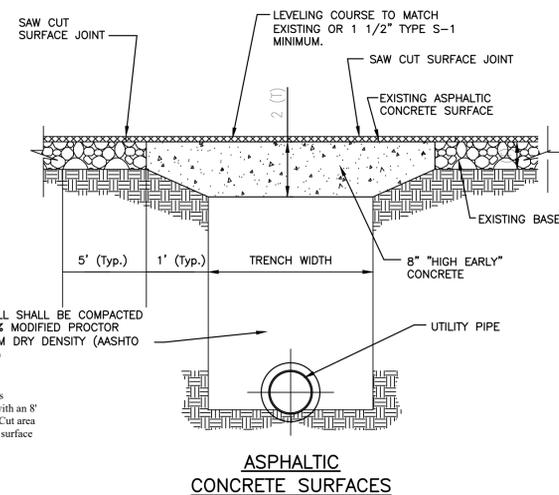


GENERAL NOTES:

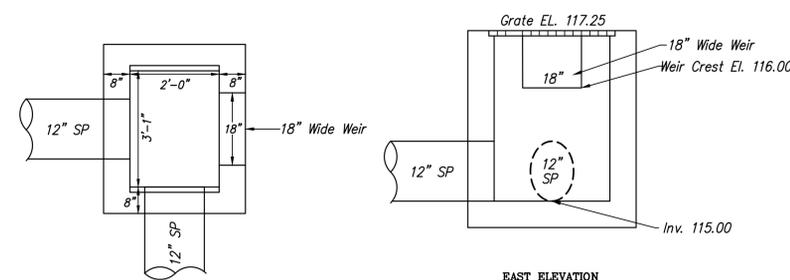
1. Base replacement shall be 3000 psi, high early strength concrete.
2. Asphaltic concrete surface material shall be replaced with the same type of material that existed at the time of removal, or as approved by the City Engineer.
3. Minimum asphaltic concrete surface overlay thickness shall be one (1-1/2") inch, or as approved by the County Engineer.
4. All joint cuts shall be mechanically saw cut.
5. Prior to Final Pavement Repair, Limerock can be used on a Temporary Basis. Where Concrete and Asphalt is Shown, in Order to Provide Safety.

NOTE:

Sub-Grade cut to be compacted to 98% max density as determined by AASHTO T-180. Cut to be replaced with an 8" 3000 PSI high early concrete to top of existing base. Cut area to be plated or protected on the day of pour. Existing surface to be saw cut to an area 5 feet beyond base cut.



STANDARD PAVEMENT OPEN-CUT DETAIL



MODIFIED TYPE "C" INLET
N.T.S.

PAVING, GRADING, AND DRAINAGE CONSTRUCTION NOTES

1. UNLESS OTHERWISE NOTED, GENERAL, PAVING, & STORM CONST. DIVISIONS TO BE IN ACCORDANCE WITH FDOT STANDARDS & SPECS. SPECIFICATIONS FOR CONSTRUCTION, & FDOT ROADWAY & DESIGN TRAFFIC STANDARDS, MOST RECENT EDITIONS.
2. EROSION AND WATER POLLUTION CONTROL TO BE PROVIDED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS.
3. CONTRACTOR TO ENSURE POSITIVE DRAINAGE OF ALL PAVEMENT AREAS TO INLET AS INDICATED.
4. CONTRACTOR TO ABIDE BY THE REQUIREMENTS SET FORTH IN SJRWMD STORMWATER PERMIT NO. 46-479-3-ERP
5. WHERE APPLICABLE, CALL-OUT GRADE LOCATIONS INDICATED ARE AT BASE OF CURB

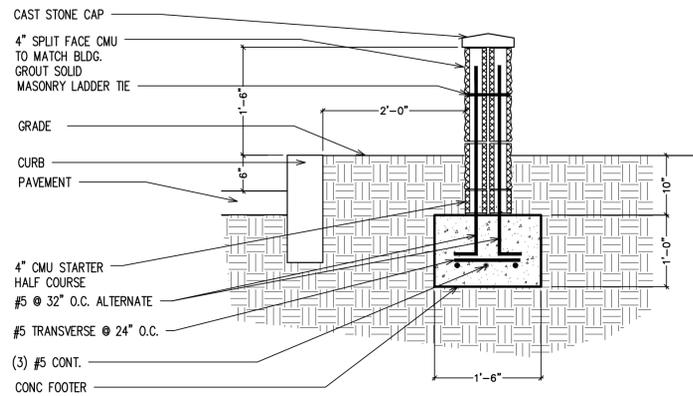
LEGEND	
Existing Grade	117.41x
Existing Contours	116
Prop. Concrete	[Pattern]
Prop. Flow Arrow	[Arrow]
Prop. Grade Elev.	114.50
Match Exist. Grade	116.20 ME
New Pavement	[Pattern]

NO.	DATE	REVISIONS
1	11-22-24	REVISED PER CMC-DRC COMMENTS
2	1-17-25	ADDED CROSS ACCESS EASEMENT TO THIS SHEET PER CMC-DRC

PAVING & DRAINAGE PLAN FOR
ADMINISTRATION BUILDING &
PARKING LOT EXPANSION FOR
LAKE APOPKA NATURAL GAS DISTRICT

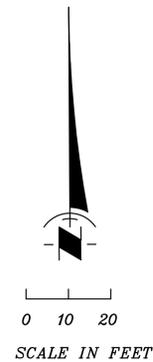
KIRBY ENGINEERING, L.L.C.
JOHN R. KIRBY, P.E.
407-877-9400

JK DESIGNED
JK DRAWN
9/4/24 DATE
C5 SHEET



KNEE WALL DETAIL

N.T.S.

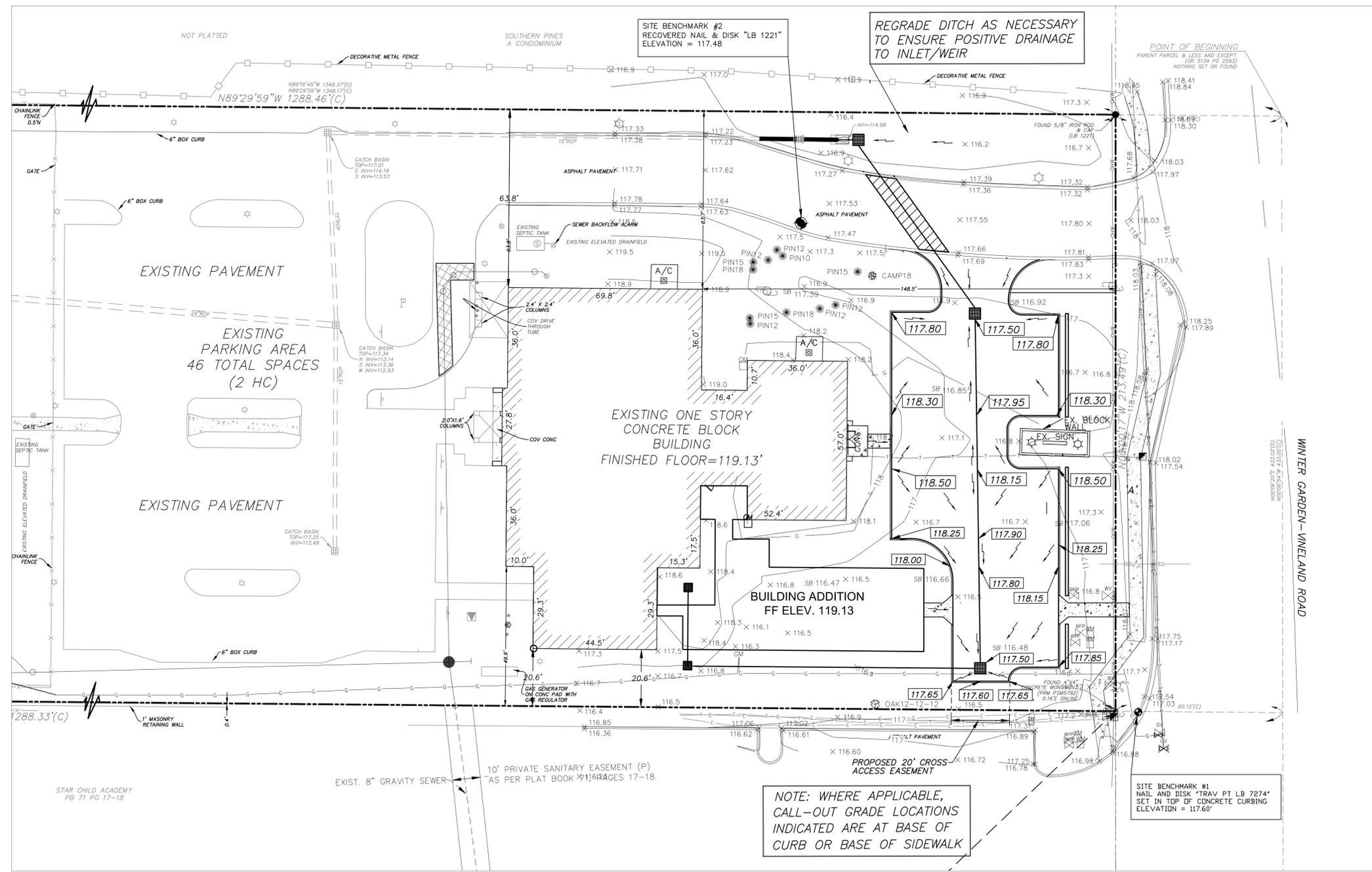


NO.	DATE	REVISIONS
1	11-22-24	REVISED PER CMC-DRC COMMENTS
2	1-17-25	ADDED CROSS ACCESS EASEMENT TO THIS SHEET PER CMC-DRC

GRADING PLAN FOR
ADMINISTRATION BUILDING &
PARKING LOT EXPANSION FOR
LAKE APOPKA NATURAL GAS DISTRICT

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

JK DESIGNED
JK DRAWN
9/4/24 DATE
C6 SHEET

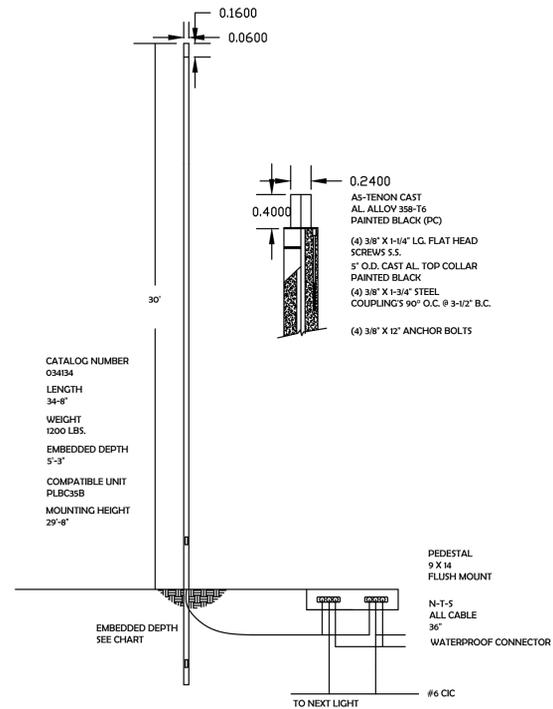


1. CONTRACTOR TO ENSURE POSITIVE DRAINAGE OF ALL PAVEMENT AREAS TO INLETS AS INDICATED.
2. WHERE APPLICABLE, CALL-OUT GRADE LOCATIONS INDICATED ARE AT BASE OF CURB.

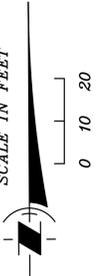
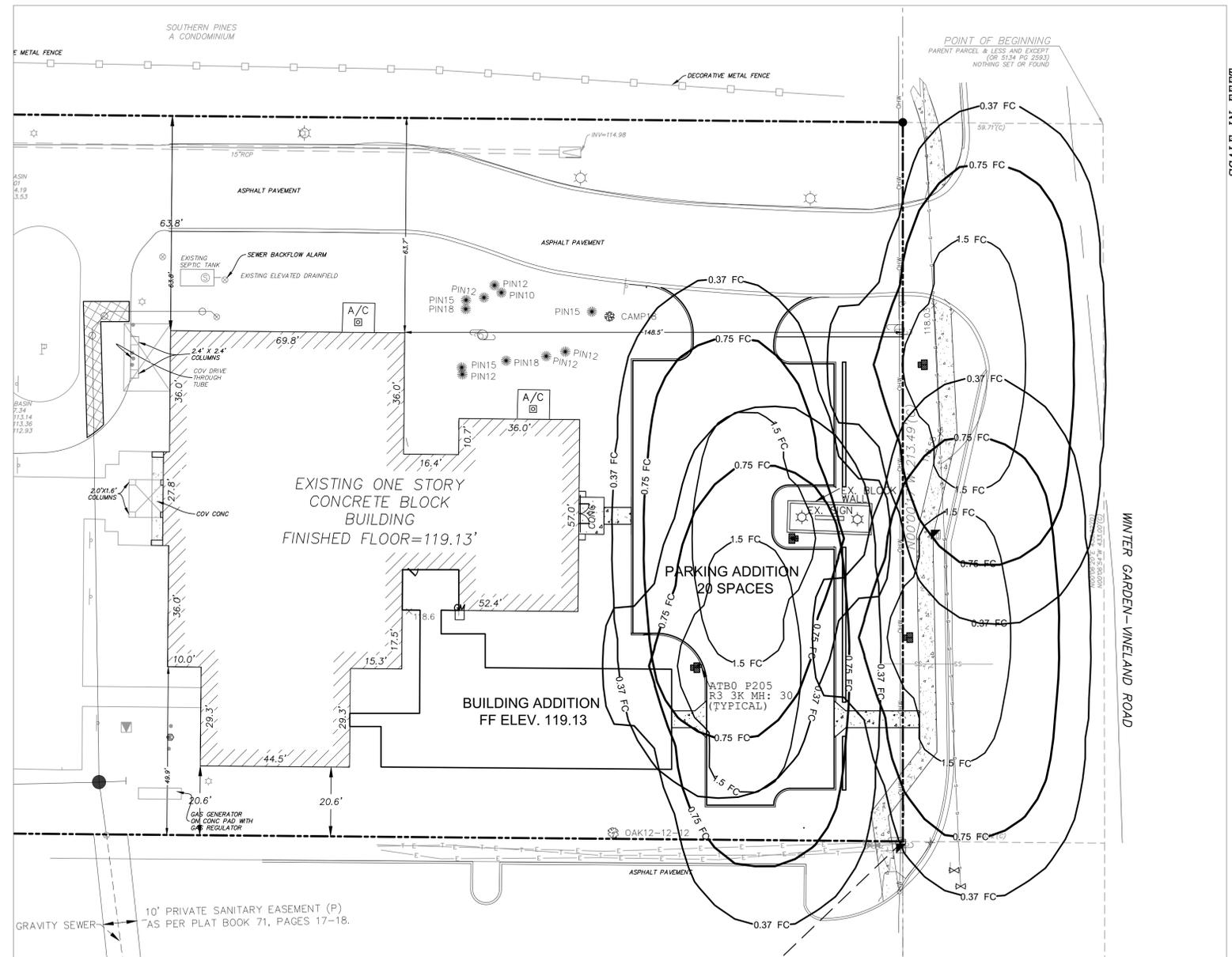
LEGEND	
Existing Grade	117.41 x
Existing Contours	116
Prop. Concrete	
Prop. Flow Arrow	
Prop. Grade Elev.	114.50
Match Exist. Grade	116.20 ME

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

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**BRONZE PROMENADE
SPUN CONCRETE POLE**



Luminaire Schedule				LLF	Luminaire Lumens	Luminaire Watts	Total Watts		
Symbol	Qty	Label	Arrangement	Description	Tag				
☐	4	ATB0 P205 R3 3K	Single	ATB0 P205 R3 3K		0.950	13109	102	408

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking	Illuminance	Fc	2.19	3.9	0.6	3.65	6.50
property line	Illuminance	Fc	0.04	0.8	0.0	N.A.	N.A.
Winter Garden Road	Illuminance	Fc	1.34	2.8	0.3	4.47	9.33

NOTE: THIS PLAN IS INTENDED TO DEPICT PHOTOMETRICS, LIGHT POLE STYLE, AND FIXTURE TYPE ONLY. SEE ELECTRICAL PLANS FOR POWER SOURCE, WIRING, ETC...

SITE LIGHTING NOTES

- SITE LIGHTING SHALL BE PROVIDED IN ACCORDANCE WITH CITY OF WINTER GARDEN REGULATIONS.
- ANY SITE LIGHTING SHALL NOT INCORPORATE SPOT OR FLOOD-LIGHT FIXTURES MOUNTED ON BUILDINGS, WALLS, ROOFS OR POLES.
- MAXIMUM ILLUMINANCE IS NOT TO EXCEED 7 FOOT CANDLES. AVERAGE ILLUMINANCE TO BE 2 FOOT CANDLES.

ON-SITE BUILDING LIGHTING NOTES

- LIGHTING OF STAIRWAYS, ENTRANCE AREAS, ETC., SHALL BE PROVIDED IN ACCORDANCE WITH CITY OF WINTER GARDEN REGULATIONS.
- ON-SITE LIGHTING OF BUILDINGS ARE LIMITED TO SHIELDED WALL-WASHER TYPE FIXTURES OR DOWN LIGHTS. ALL LIGHTING FIXTURES SHALL BE EQUIPPED WITH SHIELDED OR FULL-CUTOFF LUMINAIRES INCORPORATING FLUSH-MOUNTED LENSES, ALL IN ACCORDANCE WITH CITY OF WINTER GARDEN REGULATIONS.
- ILLUMINANCE OF ON-SITE BUILDING AREAS SHALL MEET AVERAGE AND MAXIMUM FOOT CANDLE REQUIREMENTS AS PER CITY OF WINTER GARDEN REGULATIONS.

LEGEND

Prop. Light Fixture & Pole	☐
Prop. Foot-Candle Contour	—1.5 fc—



**Autobahn Series ATB0
Roadway Lighting**

PRODUCT OVERVIEW



Features:

OPTICAL

The Autobahn's new molded silicone optics provide exceptional performance. Silicone optics are superior to other polymeric materials in the areas of: optical efficiency, thermal performance, and reduction in dirt accumulation, all of which can lead to long term lumen degradation and a shift in optical distribution. Also, because silicone allows for the molding of fine details as well as thick sections, it produces the most crisp, clean and well-defined lighting distributions available. Silicone optics paired with modern LED's allow the Autobahn to take full advantage of both technologies.

Same Light: Performance is comparable to 100 - 400W HPS roadway luminaires.

White Light: Correlated color temperature - 4000K, or optional 2700K, 3000K or 5000K, all 70 CRI minimum.

Unique IP66 rated LED light engines provided 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing. Available in Type II, III, IV, and V roadway distributions.

ELECTRICAL

Expected Life: LED light engines are rated > 100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected of 40-60% over comparable HID luminaires.

Robust Surge Protection: Two different surge protection options provide a minimum of ANSI C136.2 10kV/5kA protection. 20kV/10kA protection is also available.

Luminaire ships with a 0-10v dimmable driver. Luminaire is continuous and step dimming capable via A0 option or controls installed on P7 photocontrol receptacle option.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 7 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Max arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. Provides a 3G vibration rating per ANSI C136.31

Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 7 pin receptacle optionally available.

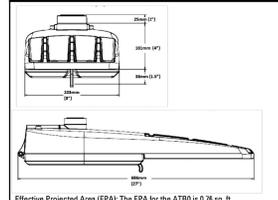
Premium solid state locking style photocontrol - PCSS (10 year rated life) Extreme long life solid state locking style photocontrol - PCLL (20 year rated life).

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

Applications:

- Roadways
- Off ramps
- Residential streets
- Parking lots

DIMENSIONS



STANDARDS

DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/DLC to confirm which versions are qualified.

Color temperatures of ≤ 3000K must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient
CSA Certified to U.S. and Canadian standards
Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

BUY AMERICAN ACT — Product with the BAA option is assembled in the USA and meets the Buy American (BA) government procurement requirements under FAR, DFARS and DOT regulations. Please refer to www.buyusa.gov/buy-american for additional information.

Note: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.



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SITE LIGHTING-PHOTOMETRIC PLAN
ADMINISTRATION BUILDING &
PARKING LOT EXPANSION FOR
LAKE APOPKA NATURAL GAS DISTRICT

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

JK
DESIGNED

JK
DRAWN

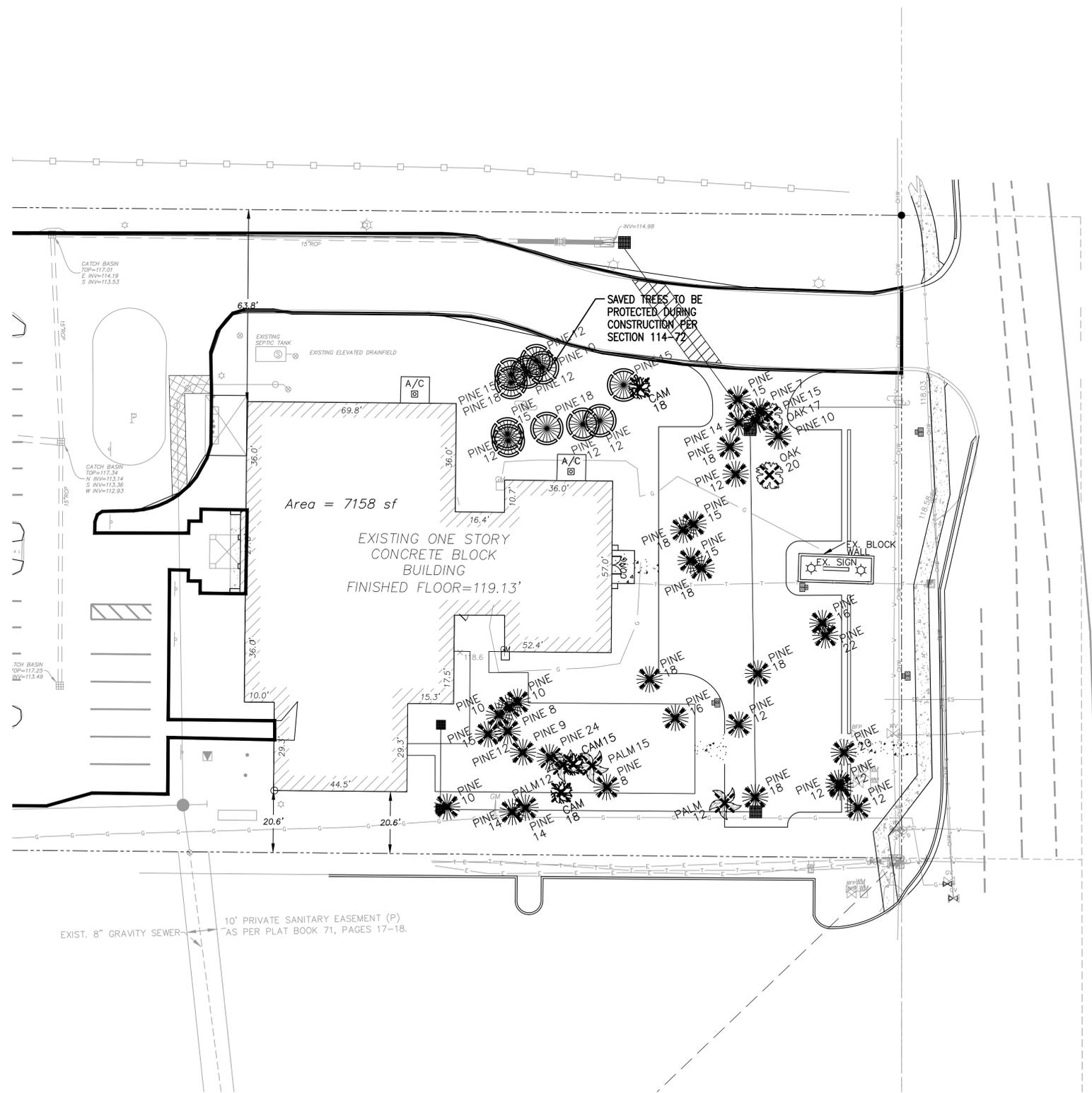
9/4/24
DATE

LT-1
SHEET

NO.	DATE	REVISIONS
1	11-22-24	Revised as per CWG-DRG Comments

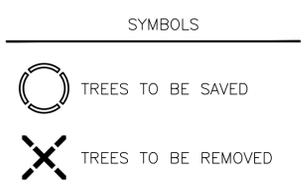
John R. Kirby, P.E.; Lic. No. 0041957

IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.

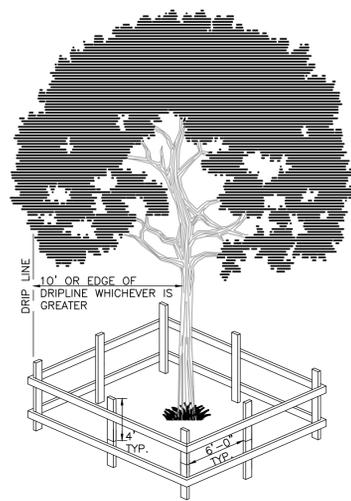


Existing Trees to be Saved			
TYPE	Count	SIZE	INCHES
PINE	5	12	60.0000
PINE	1	10	10.0000
PINE	2	18	36.0000
PINE	3	15	45.0000
	11		151.0000

Existing Protected Trees to be Removed			
TYPE	Count	SIZE	INCHES
OAK	1	20	20.0000
OAK	1	17	17.0000
PINE	1	20	20.0000
PINE	1	22	22.0000
PINE	2	16	32.0000
PINE	1	24	24.0000
PINE	1	9	9.0000
PINE	2	8	16.0000
PINE	1	7	7.0000
PINE	5	15	75.0000
PINE	3	14	42.0000
PINE	6	12	72.0000
PINE	6	18	108.0000
PINE	4	10	40.0000
	35		504.0000

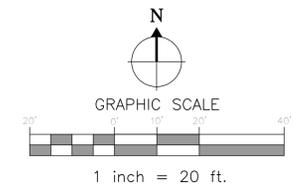


EXISTING TREE TOTALS	
TOTAL TREES REMOVED =	35
TOTAL CALIPER REMOVED =	504
TOTAL TREES PRESERVED =	11
TOTAL CALIPER PRESERVED =	151
REQUIRED REPLACEMENT =	35 TREES



NOTE:
Posts shall be used as protective barriers to the roots and trunk of every tree on the parcel being developed. The posts shall be placed at points not closer than three-quarters (3/4) the radius of the drip-line of the protected tree, unless the structure has been permitted by Planning, Zoning & Development Department to be erected within the drip-line of a tree with a wide canopy. Each section of the barrier shall be clearly visible (flagged with brightly colored plastic tape or other markers). No attachments or wires other than those with protective or non-damaging nature shall be attached to any tree.

1 TYPICAL TREE PROTECTION DETAIL
TM100 SCALE= N.T.S.



LANDSCAPE ARCHITECT:
Robert R. Buchanan LA0000932

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CALL SUNSHINE
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IT'S THE LAW IN FLORIDA

CONTRACTOR MUST REVIEW ALL GENERAL LANDSCAPE NOTES PRIOR TO BIDDING AND CONSTRUCTION

Mr. John Kirby, P.E.
Consulting Engineer
308 Dillard Street
Winter Garden, FL 34787

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P.O. BOX 2852 - Winter Park, Florida 32790-2852 - Phone 407-579-8111 - Email randy@landscapedynamics.com

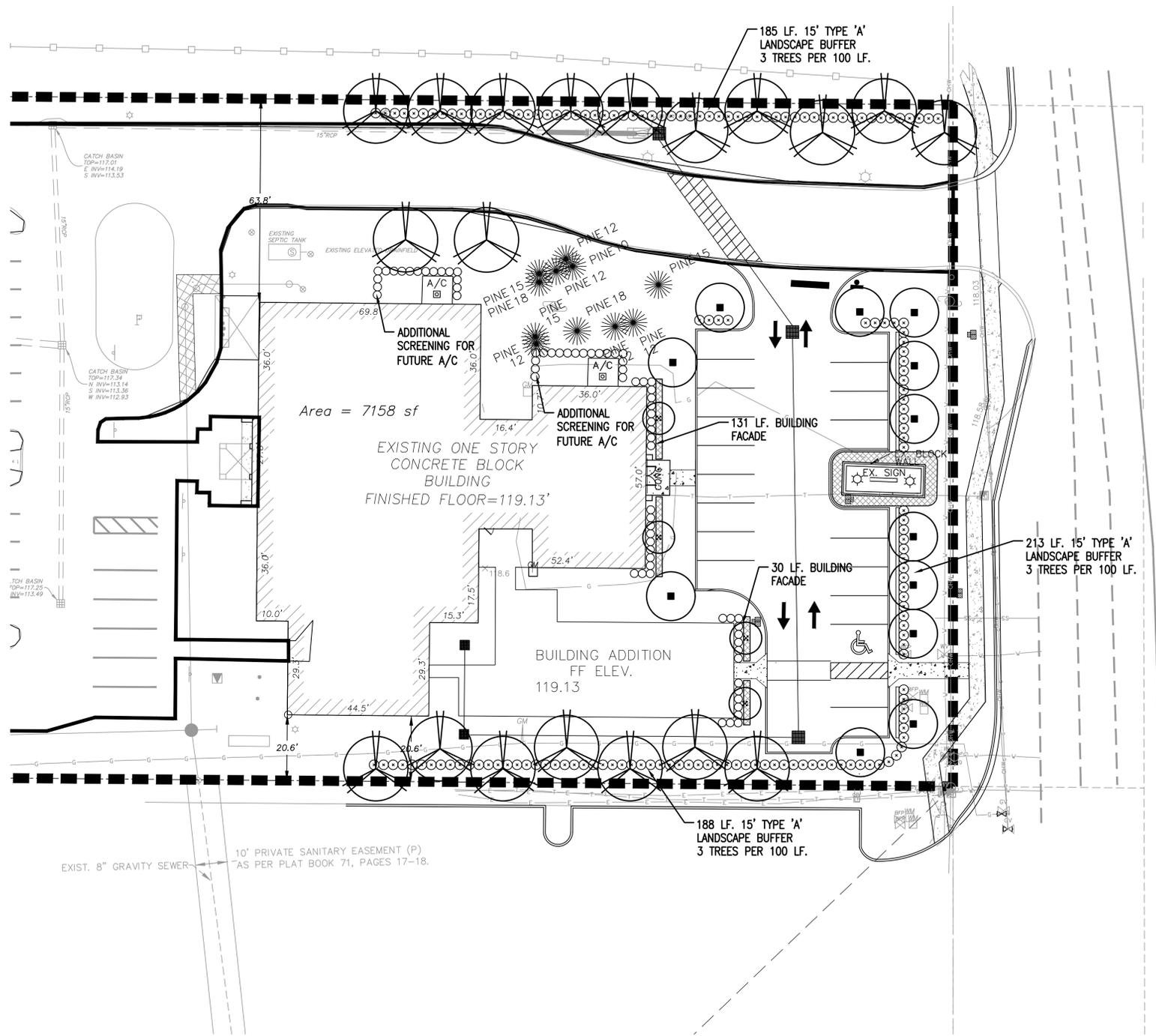
Tree Mitigation Plan
Apopka Natural Gas
Winter Garden, Florida

REVISIONS
1) 11/19/24 Comments
2) 11/19/24 Comments
3) 11/19/24 Comments
4) 11/19/24 Comments
5) 11/19/24 Comments
6) 11/19/24 Comments
7) 11/19/24 Comments
8) 11/19/24 Comments

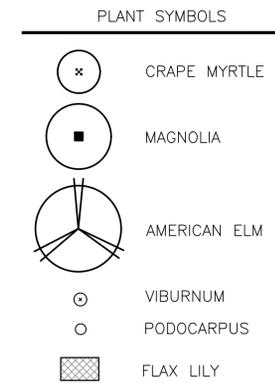
DATE: 08-20-24
JOB #: 2024-08
PERMIT #
DRAWN BY: BRB
FILE NAME: Tree Mitigation
SCALE: 1" = 20'

TM100

IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.

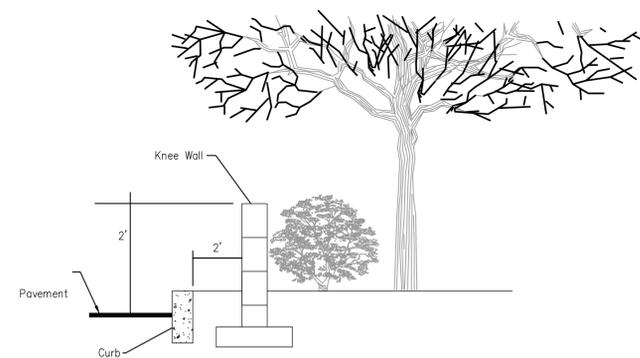


CNT	SYM	BOTANICAL	COMMON	SPECIFICATIONS
Plant List – Apopka Natural Gas				
Trees				
4	LI	Lagerstroemia indica	Crape Myrtle	7' ht., 2.5' spr., 2" cal., std.
12	MG	Magnolia grandiflora	DD Blanchard Magnolia	10' ht., 4' spr., 3" cal.
19	UA	Ulmus americana	American Elm	10' ht., 4' spr., 3" cal.
Shrubs & Groundcover				
161	VS	Viburnum suspensum	Sandankwa Viburnum	36" ht. x 24" spr., 36" o.c.
73	PM	Podocarpus macrophyllus	Podocarpus	30" ht. x 18" spr., 30" o.c.
109	DTV	Dianella tasmanica 'Variegata'	Flax Lily	1 gal., 24" o.c.
Sod & Mulch				
	MULCH		Mini Pine Bark	3" Depth
	SOD	Paspalum notatum	Bahia Sod	solid sod, weed free, count by contractor



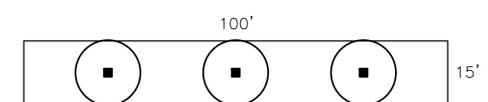
NOTES:

- 1) Irrigation system to be a permanent system.
- 2) The irrigation plan shall be designed and installed to conform to Code Section 114.39.
- 3) All plant material shall be FL. Grade #1 and "Florida Friendly".

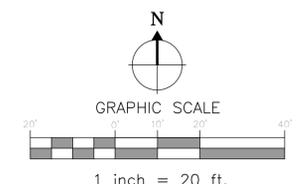


KNEE WALL DETAIL
N.T.S.

NOTE: REFER TO CIVIL PLANS FOR DETAILS



1 TYPICAL LANDSCAPE BUFFER
L100 SCALE= 1:20



LANDSCAPE ARCHITECT:
Robert R. Buchanan LA0000932

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REGULATED CONTRACTORS
TO OBTAIN A LICENSE
FACILITIES NO LARGER THAN TWO
INCHES FROM THE SURFACE

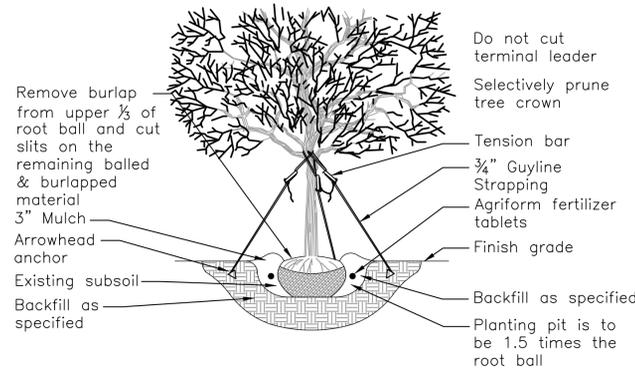
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Landscape Plan
Apopka Natural Gas
Winter Garden, Florida

DATE: 06-20-24
JOB #: 2024-08
PERMIT #
DRAWN BY: BRB
FILE NAME: LANDSCAPE
SCALE: 1:20
L100



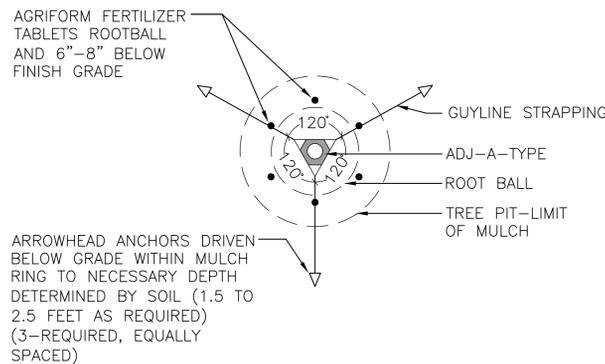
PRO20:

- For up to 2" Caliper Trees
- (3) ARBORGUY™ Guylines 3/4" x 12' = 600 lb test Black or Green, UV resistant, polypropylene strapping
- (3) "Tool-Free" Tension Bars™
- (3) Arrowhead *Anchors (4" x 3-3/4")

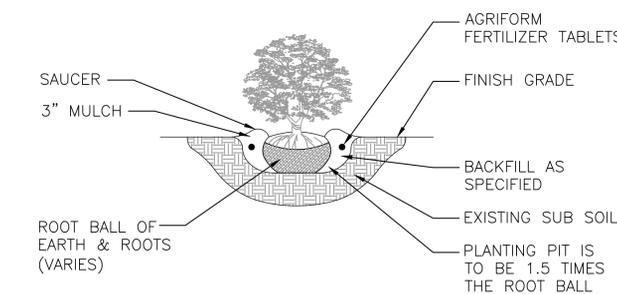
PRO40:

- For up to 4" Caliper Trees
- (3) ARBORGUY™ Guylines 1" x 12' = 600 lb test, Black or Green, UV resistant polypropylene strapping
- (3) "Tool-Free" Tension Bars™
- (3) Arrowhead Anchors (4-3/4" x 3-3/4")

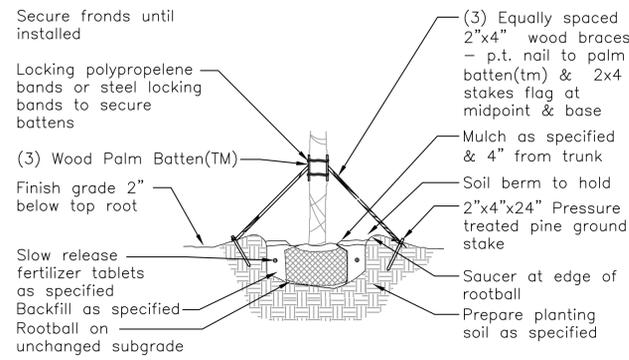
1 ARBORGUY PRO20/PRO40 STAKING AND PLANTING DETAIL
L200 SCALE= N.T.S.



3 TREE STAKING DETAIL
L200 SCALE= N.T.S.



5 TYPICAL SHRUB/GROUNDCOVER PLANTING DETAIL
L200 SCALE= N.T.S.



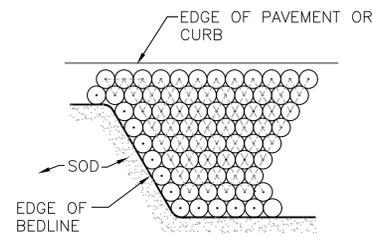
PBKM (Metal Bands)

- (3) 1 1/2"x3 1/2"x12" (2x4 wood) battens with 5 layers of burlap backing and (4) staple guides for banding, pre-notched (to accept 2"x4"x8' support braces)
- (2) 44" plated carbon steel bands with tensioning and locking screw / clamp

PBKC (Polypropylene Bands)

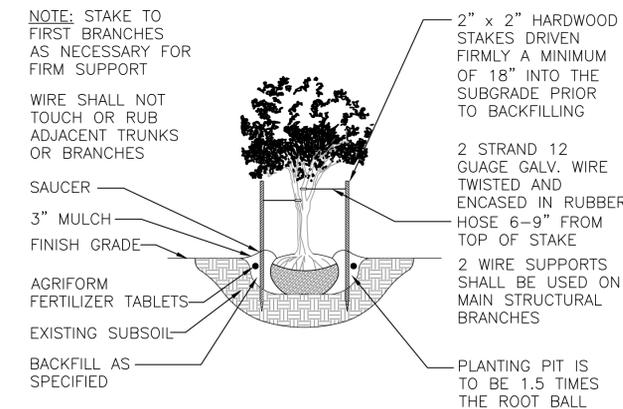
- (3) 1 1/2"x3 1/2"x12" (2x4 wood) battens with 5 layers of burlap backing and (4) staple guides for banding, pre-notched (to accept 2"x4"x8' support braces)
- (2) 8"x1", 600 lb test webbing bands with metal spring locking clamps

2 ARBORGUY PALM BATTEN DETAIL
L200 SCALE= N.T.S.



NOTE: FORM EDGE OF BED, THEN FILL IN BED AT TRIANGULAR SPACING AS SPECIFIED ON PLANT LIST.

4 TYPICAL SPACING DETAIL
L200 SCALE= N.T.S.



6 MULTI-TRUNK STAKING DETAIL
L200 SCALE= N.T.S.

GENERAL LANDSCAPE NOTES:

Failure to notify Landscape Architect of plan, detail, or specification discrepancies prior to construction, makes contractor responsible for all costs incurred for construction charges, not the owner or his representative (Landscape Dynamics) The Owner must maintain the height of all plants within the "Line-Of-Site" triangle area to a height of no greater than 24" above grade for shrubs and groundcover, and tree branching no lower than 72" above finish grade, to ensure clear site line views toward traffic at road and driveway intersections. Landscape Dynamics is not responsible for continued maintenance of such plant material. The owner, leasing company and/or the landscape maintenance company accepts full responsibility for these maintenance requirements.

- Landscape contractor (LC) shall be responsible for all materials and work called for on the landscape plans and in the landscape notes and legend. Plant specifications are minimum acceptable sizes. Plans shall rule if there are any quantity discrepancies between the legend and plans. Final quantity takeoffs are the responsibility of the LC. Notify the Landscape Architect of any discrepancies.
- LC shall comply with all local codes and ordinances and obtain all permits and bonds necessary to construct the project.
- LC shall coordinate their work with other contractors to assure efficient and timely completion of the work.
- LC shall be responsible for supplying all materials, labor, and equipment for the performance of their portion of the work.
- LC to verify all existing grades, dimensions, adequate drainage, suitable planting soil and field conditions and notify owner of discrepancies before proceeding with work. Per FL Statutes, LC to call Sunshine State One (811) 72 hours prior to digging to have all utilities located.
- LC to protect existing utilities, structures, surfaces, and vegetation noted to be saved and be responsible for repair/replacement.
- Protect trees to be saved per detail. Vehicle parking, material storage, or soil removal/addition is not permitted within driplines.
- Round-Up shall be applied twice at ten day intervals onto all existing vegetation, sod, and groundcover areas that are to be replanted. Extreme care shall be taken to prevent overspray and/or drift onto existing plant material to be saved. Mfr's recommendations shall be followed. Remaining weeds and their roots shall be removed by hand prior to installation of plants. Resprouting weeds and plants are the responsibility of the LC through the one year warranty period.
- All plant materials shall be graded Florida No. 1 or better as outlined under current Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted. All plants not listed shall conform to a Florida No. 1 or better as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species. LC to obtain written certification from nurseries that plant materials are Florida No. 1 or better. Trees up to 4" caliper measured at 6" above soil line and over 4" caliper at 12" above soil line unless otherwise noted. All specifications to be met or exceeded unless otherwise noted. All rootballs and containers to be free of weeds and their roots.
- Planting soil of Fla. peat mixed 1/2 with clean topsoil for the backfilling of plant pits and beds shall be required only if existing soil is unsuitable for planting and/or contains lime rock or construction debris (to be removed).
- Trees and palms shall be installed so their top main root at the trunk is visible and 2" above finished grade. If root is buried, remove soil from the top of the rootball prior to installation. Do not apply the 1 1/2" of mulch to the top of the rootball until after inspection of each tree or palm.
- Landscape Architect is not responsible for adverse soil or drainage conditions, determining sub-surface soil conditions, underground objects/utilities or the accuracy of property lines or information portrayed on surveys or on documents or plans provided by others. Owner or their agent is solely responsible for future maintenance of all plantings to maintain safe visibility within all visibility sight triangles and vehicular use and pedestrian areas within and immediately adjacent to the site.
- Finished grade prior to mulching or sodding to be 3" below top of adjacent surfaces such as walks, curbs and driveways extending perpendicularly from the surface edge for a minimum distance of 18". See detail.
- All palms, trees, shrubs, and groundcovers shall be fertilized with Agriform 20-10-5 or SierraTabs 16-8-12 planting tablets. One tablet/ 1 gal, 2 tablets/ 3 gal, 3 tablets/ 5 or 7 gal, 4 tablets/ 10 gal and one tablet/ each 1/2" of tree trunk diameter. Application shall be as per the details and mfr's recommendation.
- All planting beds (except for annuals) and trees to receive med. pine bark mulch. Due to environmental concerns, cypress mulch shall NOT be used. All tree rootballs (which require 4 foot wide mulch rings in turf areas) shall be mulched to a maximum 1 1/2" depth (to aid water penetration) following inspection. All other planting beds to receive a 3" depth. Mulch shall not touch trunks or stems or be applied within the crowns of groundcovers or over their branches or foliage. Mulch is to be applied by hand and shall not be "blown in".
- LC to maintain all plant material in a plumb, upright and stable condition. All trees/palms to be guyed/staked as per details.
- LC to remove all bags (unless biodegradable), tags, ties, wires, ropes, stakes and nursery attachments from all plant material.
- LC shall be responsible to keep plant material in a healthy, hand watered, insect/pest free condition until owner's final acceptance.
- LC to provide a one-year warranty for trees/palms, shrubs, groundcovers, and vines and thirty days for sod. Warranty period shall start with final acceptance by owner. All plant material shall be alive and in satisfactory growth at the end of the warranty period. Replacement plant material shall be warranted for ninety days (sod for thirty days) from replacement date. Warranty shall apply only to material that dies due to poor quality, improper handling, or installation practices. Generally, material transplanted on-site shall not be warranted. Adverse weather conditions shall not apply. Proper watering and maintenance are the owner's responsibility during the warranty period.
- Provide 100% coverage of all landscape areas using automatic underground irrigation system with rain sensor.

IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.

LANDSCAPE ARCHITECT:
Robert R. Buchanan LA0000932

Landscape Dynamics Construction Co. Inc. hereby reserves the right to accept or reject any and all proposals, plans, specifications, and drawings. These plans, specifications, and drawings are to be read and interpreted as a single entity. No part of any plan or drawing shall be construed to be a contract unless it is specifically identified as such in writing. The contractor shall be responsible for obtaining the appropriate permits from Landscape Dynamics Construction Co. Inc.

48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-447-7111 or 811
IT'S THE LAW IN FLORIDA
FLORIDA LAW REQUIRES
LOCAL GOVERNMENTS TO MAINTAIN
UNDERGROUND UTILITIES
FACILITIES NO LESS THAN TWO
CITY BLOCKS FROM THE LOCATION

CONTRACTOR MUST REVIEW
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LANDSCAPE
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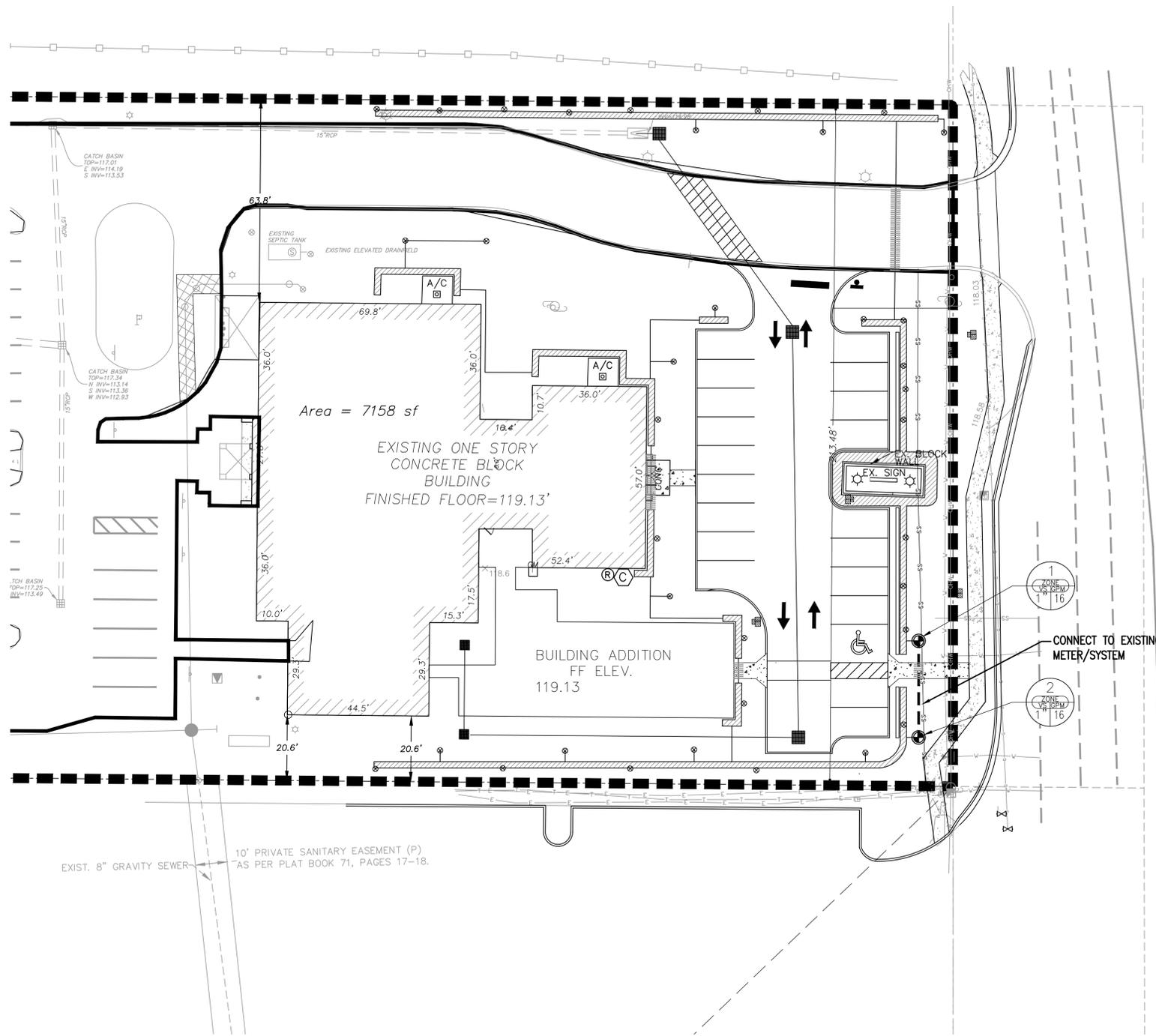
P.O. BOX 2852 - Winter Park, Florida 32790-2852 - Phone 407-579-6811 - Email randy@landscape-dynamics.com
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7. 11/19/24 Comments
8. 11/19/24 Comments

Landscape Details and Specs.
Apopka Natural Gas
Winter Garden, Florida

DATE: 06-20-24
JOB #: 2024-010
PERMIT #
DRAWN BY: BRB
FILE NAME: LANDSCAPE
SCALE: N.T.S.

L200

IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.

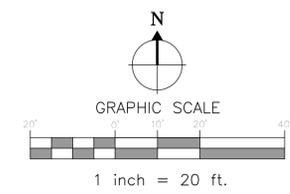
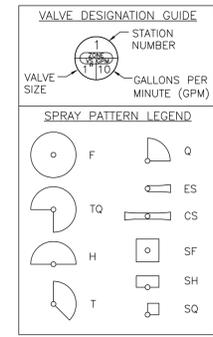


IRRIGATION SYMBOLS:

- RAINBIRD 1804-SAM-PRS (4" SPRAY) (PURPLE)
- RAINBIRD 1806-SAM-PRS (6" SPRAY) (PURPLE)
- RAINBIRD 1812-SAM-PRS (12" SPRAY) (PURPLE)
- ▲ RAINBIRD 1812-SAM-PRS (12" SPRAY ON RISER) (PURPLE)
- ⊗ (2) XERI-BUBBLER ON 1/4" TUBING (PURPLE)
- ⊕ (2) XERI-BUG EMITTER ON 1/4" TUBING (PURPLE)
- ⊙ RAINBIRD 3500 SERIES (ROTOR) (PURPLE)
- ⊚ RAINBIRD 5500 SERIES (ROTOR) (PURPLE)
- ⊛ PEB SERIES ELECTRIC REMOTE-CONTROL VALVE (PURPLE)
- ⊜ CONTROL ZONE KIT WITH PRESSURE REGULATING BACKFLUSH FILTER (PURPLE)
- ⊝ RAINBIRD ESP-MC PLASTIC WALL-MOUNT (CONTROLLER) (PURPLE)
- ⊞ RAINBIRD RSD-CeX ROOF CONDUIT (RAIN SENSOR) (PURPLE)
- ⊟ BACKFLOW PREVENTER
- Ⓜ EXISTING WATER METER (PURPLE)
- CLASS 200 PVC LATERAL LINE (PURPLE)
- - - CLASS 200 PVC LATERAL ROTOR LINE (PURPLE)
- · - · - POLYETHYLENE TUBING BUBBLER LINE (PURPLE)
- - - - LANDSCAPE DRIPLINE TUBING (PURPLE)
- ▨ LANDSCAPE DRIP AREA (PURPLE) (TUBING AND EMITTERS 12" O.C.)
- - - - 1/2" PVC LATERAL MAINLINE (PURPLE)
- ▨ PVC SCH 40 SOLVENT WELD SLEEVE PIPE (SL) - SIZE TO BE DOUBLE THAT OF THE LATERAL LINE (PURPLE)
- ◆ POINT OF CONNECTION - PVC TO DRIP TUBING

GENERAL IRRIGATION NOTES:

- 1) REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREES AND SHRUBS. HAND DIG AROUND ANY EXISTING TREES. DO NOT CUT ANY ROOTS OVER 2" IN DIAMETER.
- 2) ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER. ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.
- 3) ALL POP-UP ROTORS AND SPRAYS SHALL BE INSTALLED USING A PVC SWING PIPE CONNECTION. DO NOT USE POLYETHYLENE PIPE.
- 4) ADJUST ALL NOZZLES TO REDUCE WATER WASTE ON HARD SURFACES & BLDG. WALLS. THROTTLE ALL VALVES ON SHRUB LINES AS REQUIRED TO PREVENT FOGGING. USE ADJUSTABLE NOZZLES WHERE REQUIRED TO AVOID ANY WATER ON BUILDING WINDOWS.
- 5) ALL CONTROL WIRE SPLICES SHALL BE MADE IN VALVE BOXES USING KING "ONE STEP" CONNECTORS AND SEALANT WITH WIRE NUTS.
- 6) THE CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING SHOWING ALL IRRIGATION INSTALLATION. THE CONTRACTOR SHALL NEATLY MARK IN RED INK ON A WHITE BOND PAPER COPY OF THE IRRIGATION PLAN ANY INSTALLATION THAT DEVIATES FROM THE PLAN. THE AS-BUILT DRAWING SHALL ALSO LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES. MEASUREMENTS SHALL BE MARKED ON THE PLAN EVEN WHEN THE EQUIPMENT IS INSTALLED IN THE EXACT LOCATION AS THE PLAN.
- 7) ALL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES. THE VALVE BOXES SHALL BE PURPLE WHEN USING REUSE WATER.
- 8) ANY PIPING SHOWN OUTSIDE THE PROPERTY LINE OR RUNNING OUTSIDE A LANDSCAPE AREA IS SHOWN THERE FOR CLARITY ONLY. ALL LINES SHALL BE INSTALLED ON THE PROPERTY AND INSIDE THE LANDSCAPE AREAS OR INSIDE A SCH. 40 SLEEVE.
- 9) THE EXACT HEIGHT OF ANY 12" POP-UP THAT IS SHOWN IN A SHRUB BED SHALL BE DETERMINED BY THE OWNER'S REPRESENTATIVE IN THE FIELD.
- 10) THE CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE ANY EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIRS AND COST OF ANY DAMAGE CAUSED BY THEIR WORK.
- 11) ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP. (OR AS OUTLINED IN THE WRITTEN SPECIFICATIONS)
- 12) ELECTRICAL SERVICE TO LOCATION OF THE CONTROLLER, WELL OR PUMP SHALL BE PROVIDED TO A JUNCTION BOX OR DISCONNECT AT THE EQUIPMENT LOCATION BY THE ELECTRICAL CONTRACTOR OR BY OWNER WHEN IT IS NOT PART OF THE BID PACKAGE.
- 13) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SCALE THE PLAN AND CHECK NOZZLE TYPES TO DETERMINE THE CORRECT SPACING OF THE HEADS. THE CONTRACTOR SHALL NOT SPACE THE HEADS FURTHER APART OR USE LESS HEADS THAN SHOWN ON THE PLAN. ANY CHANGES TO THE HEAD SPACING OR LAYOUT, WITHOUT THE CONSENT OF THE LANDSCAPE ARCHITECT OR OWNER, SHALL HOLD THE IRRIGATION CONTRACTOR RESPONSIBLE FOR WARRANTY OF THE PLANTS AND OR SOD IN THESE AREAS.
- 14) IRRIGATION SYSTEM DESIGN REQUIREMENTS: 60 GPM @ A MINIMUM OF 60 PSI AT EACH POINT OF CONNECTION. THE IRRIGATION CONTRACTOR SHALL VERIFY THE AVAILABLE GPM AND PSI PRIOR TO INSTALLATION OF THE SYSTEM.
- 15) 48 HOURS BEFORE DIGGING, CALL 1-800-432-4770 (SUNSHINE STATE ONE CALL CENTER)



LANDSCAPE ARCHITECT:
Robert R. Buchanan LA0000932

48 HOURS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770 OR 811 IT'S THE LAW IN FLORIDA

CONTRACTOR MUST REVIEW ALL GENERAL LANDSCAPE NOTES PRIOR TO BIDDING AND CONSTRUCTION

Mr. John Kirby, P.E.
Consulting Engineer
308 Dillard Street
Winter Garden, FL 34787

LANDSCAPE
dynamics
LANDSCAPE ARCHITECTS AND PLANNERS, LLC

P.O. BOX 2852 - Winter Park, Florida 32790-2852 - Phone 407-579-8111 - Email randy@landscapedynamics.com

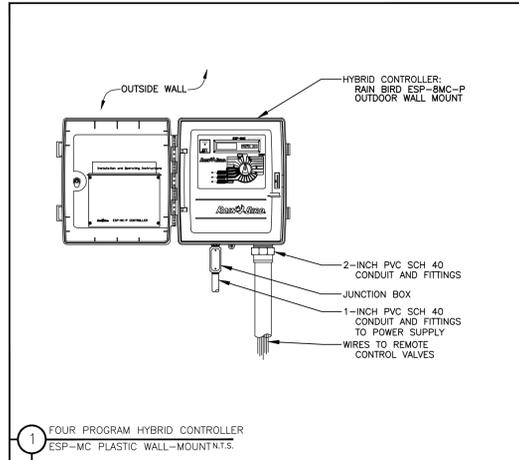
Irrigation Plan
Apopka Natural Gas
Winter Garden, Florida

REVISIONS	Comments
1	11/19/24
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8	

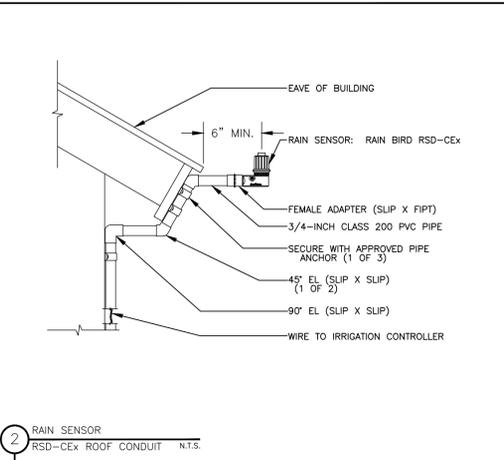
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JOB #: 2024-08
PERMIT #
DRAWN BY: BRB
FILE NAME: IRRIGATION
SCALE: 1" = 20'

IR100

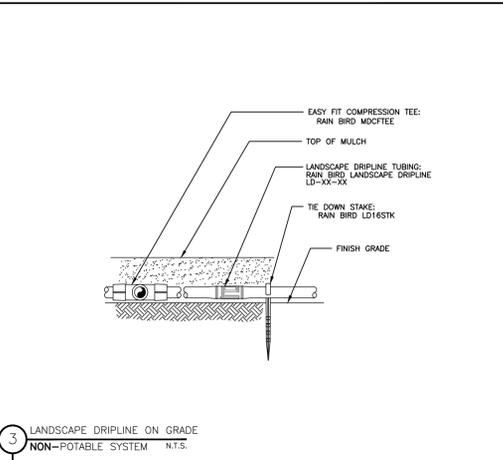
IF LESS THAN 24"x36" SHEET HAS BEEN REDUCED, ADJUST THE SCALE TO THE DRAWING ACCORDINGLY.



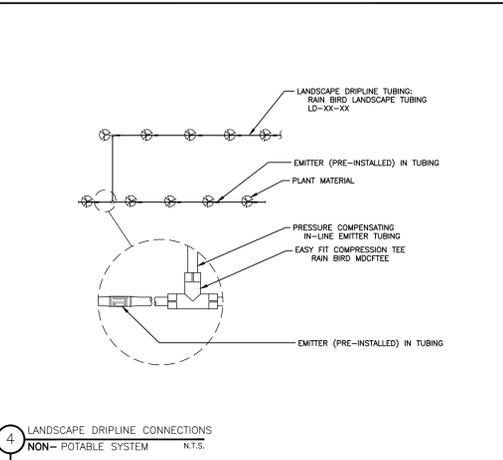
1 FOUR PROGRAM HYBRID CONTROLLER
ESP-MC PLASTIC WALL-MOUNT N.T.S.



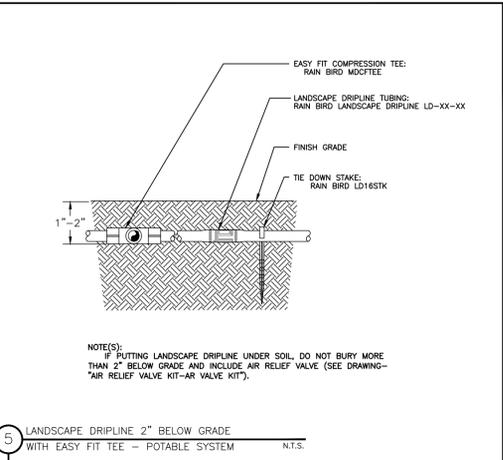
2 RAIN SENSOR
RSD-CEX ROOF CONDUIT N.T.S.



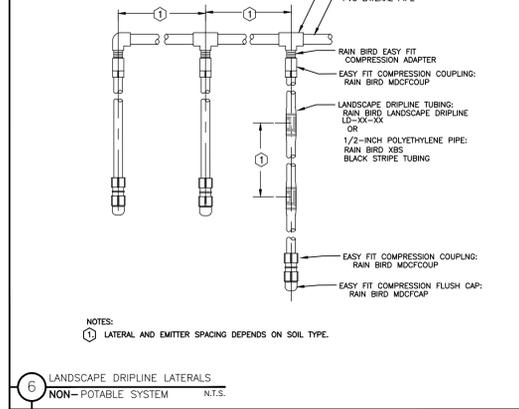
3 LANDSCAPE DRIPLINE ON GRADE
NON-POTABLE SYSTEM N.T.S.



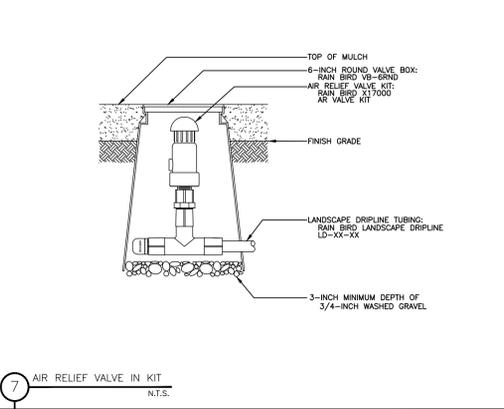
4 LANDSCAPE DRIPLINE CONNECTIONS
NON-POTABLE SYSTEM N.T.S.



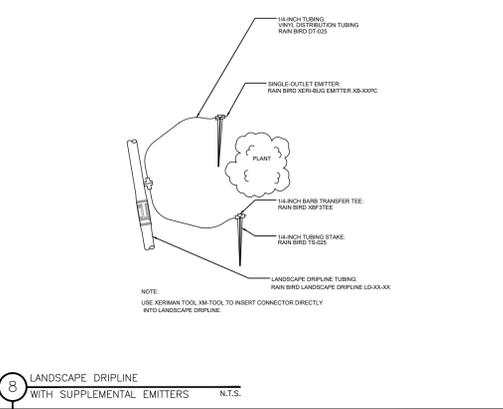
5 LANDSCAPE DRIPLINE 2" BELOW GRADE
WITH EASY FIT TEE - POTABLE SYSTEM N.T.S.



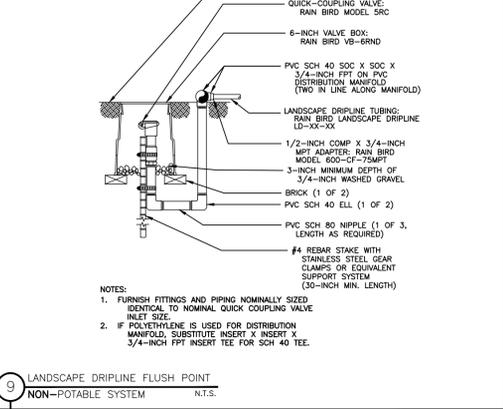
6 LANDSCAPE DRIPLINE LATERALS
NON-POTABLE SYSTEM N.T.S.



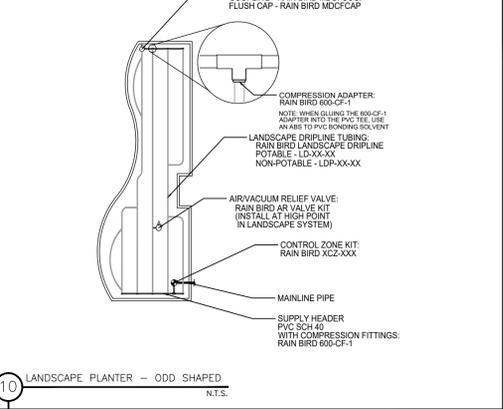
7 AIR RELIEF VALVE IN KIT
N.T.S.



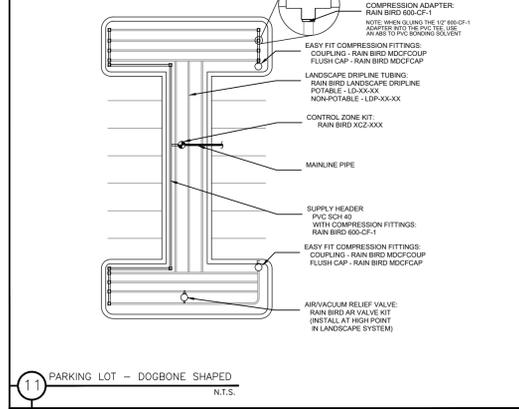
8 LANDSCAPE DRIPLINE
WITH SUPPLEMENTAL EMITTERS N.T.S.



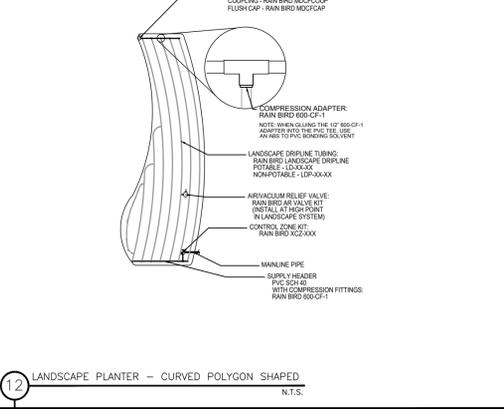
9 LANDSCAPE DRIPLINE FLUSH POINT
NON-POTABLE SYSTEM N.T.S.



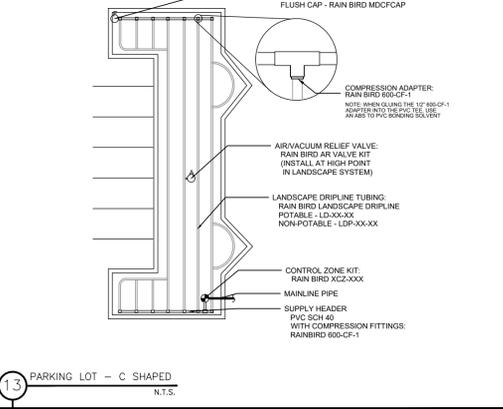
10 LANDSCAPE PLANTER - ODD SHAPED
N.T.S.



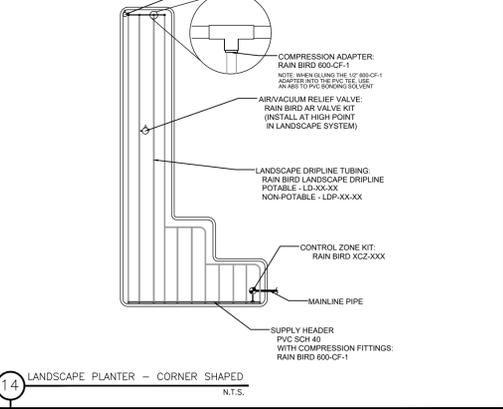
11 PARKING LOT - DOGBONE SHAPED
N.T.S.



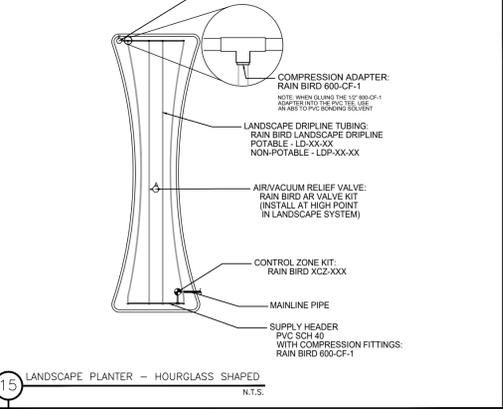
12 LANDSCAPE PLANTER - CURVED POLYGON SHAPED
N.T.S.



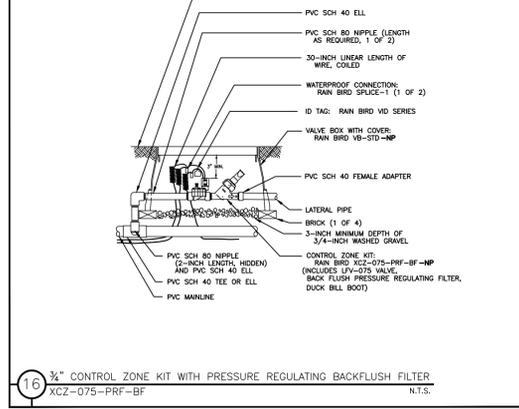
13 PARKING LOT - C SHAPED
N.T.S.



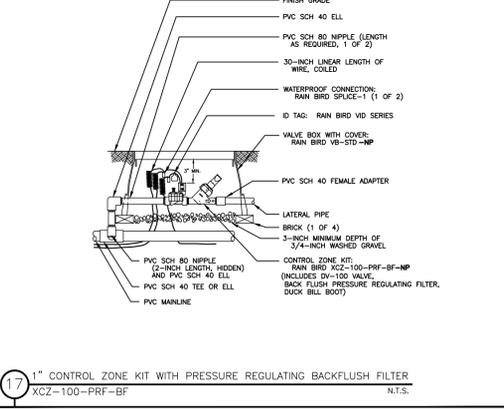
14 LANDSCAPE PLANTER - CORNER SHAPED
N.T.S.



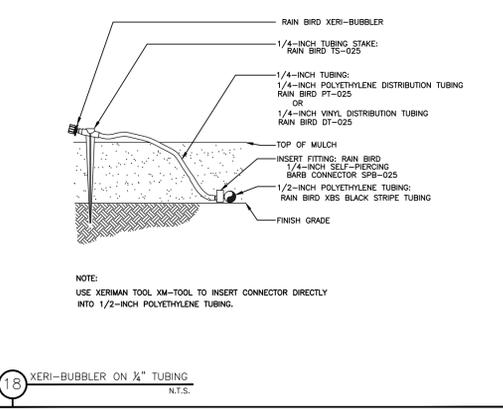
15 LANDSCAPE PLANTER - HOURGLASS SHAPED
N.T.S.



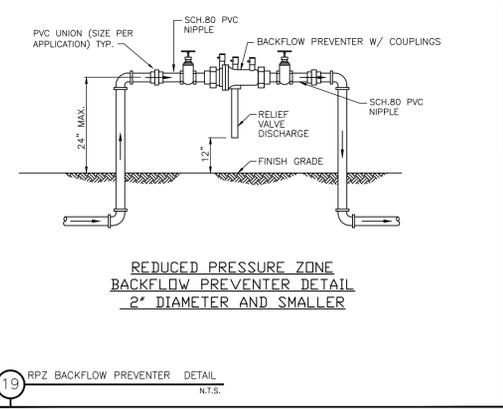
16 3/4" CONTROL ZONE KIT WITH PRESSURE REGULATING BACKFLUSH FILTER
XCZ-075-PRF-BF N.T.S.



17 1" CONTROL ZONE KIT WITH PRESSURE REGULATING BACKFLUSH FILTER
XCZ-100-PRF-BF N.T.S.



18 XERI-BUBBLER ON 1/2" TUBING
N.T.S.



19 RPZ BACKFLOW PREVENTER DETAIL
N.T.S.

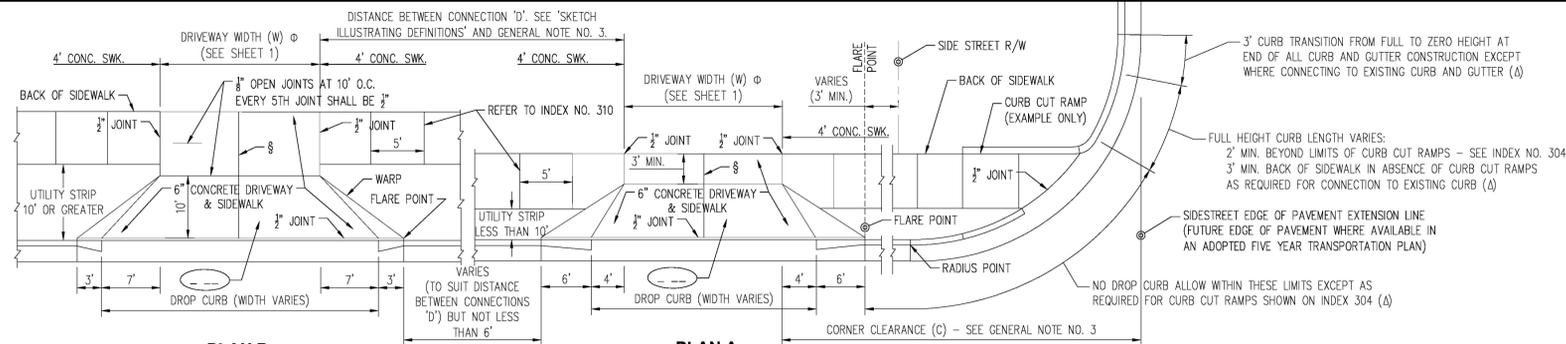
LANDSCAPE ARCHITECT
Robert R. Buchanan LA0000932
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18848478 or 811
IT'S THE LAW IN FLORIDA
FLORIDA LAW REQUIRES
LOCALITIES TO PROVIDE
FACILITIES NO LESS THAN TWO
COUNTRIES PRIOR TO CONSTRUCTION
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Mr. John Kirby, P.E.
Consulting Engineer
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LANDSCAPE ARCHITECTS AND PLANNERS, LLC

www.readytobid.com
Phone: 407-579-8111 - Email: readytobid@pennyc.com
Irrigation Details
Apopka Natural Gas
Winter Garden, Florida

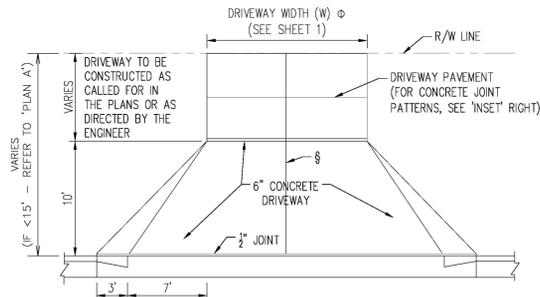
REVISIONS
1. 11/19/24 Comments
2. 11/19/24 Comments
3. 11/19/24 Comments
4. 11/19/24 Comments
5. 11/19/24 Comments
6. 11/19/24 Comments
7. 11/19/24 Comments
8. 11/19/24 Comments

DATE: 06-20-24
JOB #: 2024-010
PERMIT #
DRAWN BY: BRB
FILE NAME: IRRIGATION
SCALE: N.T.S.
IR200

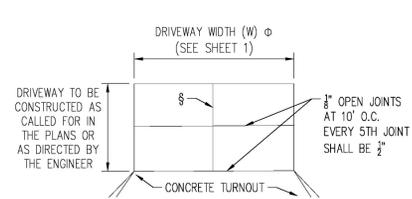


PLAN B
TURNOUT WITH SIDEWALK AND UTILITY STRIP (10' OR GREATER)

PLAN A
TURNOUT WITH SIDEWALK AND UTILITY STRIP (LESS THAN 10')



PLAN C
TURNOUT WITHOUT SIDEWALK



JOINT PATTERN WHEN CONCRETE DRIVEWAY IS CONSTRUCTED INSET

- FOOTNOTES:**
- ALL $\frac{1}{2}$ " JOINTS SHALL BE CONSTRUCTED WITH PREFORMED JOINT FILLER.
 - § OPEN JOINTS PLACED AT EQUAL (20' MAX.) INTERVALS FOR DRIVEWAYS OVER 20' WIDE. JOINTS IN CURB AND GUTTER TO MATCH JOINTS IN DRIVEWAYS.
 - Δ WHEN CONNECTING TO SIDESTREET CURB AND GUTTER, NO DROP CURB LIMITS SHOULD EXTEND BACK TO THE SIDESTREET RADIUS POINT. WITH OR WITHOUT CURB AND GUTTER, NO DRIVEWAY SHOULD ENCROACH ON THE CORNER RADIUS.
 - ⊙ DRIVEWAYS (6" CONCRETE) SHALL BE OF A UNIFORM WIDTH (W) TO THE RIGHT OF WAY LINE.
 - ⊖ ALPHA-NUMERIC IDENTIFICATION OF A FLARED DRIVEWAY TYPE SPECIFICALLY CALLED FOR IN THE PLANS, SEE SHEETS 3 AND 4.

SPECIAL NOTES FOR URBAN FLARED TURNOUTS

1. DRIVEWAY 6" CONCRETE PAVEMENT AND DROP CURB SHALL MEET THE MATERIAL AND CONSTRUCTION REQUIREMENTS OF SECTIONS 522 AND 520 RESPECTIVELY OF THE FDOT STANDARD SPECIFICATIONS. THE DRIVEWAY FOUNDATION SHALL MEET THE REQUIREMENT OF SUBARTICLE 522-4.
2. FOR DETAILS OF DROP CURB AND CURB CUT RAMPS REFER TO INDEXES NOS. 300 AND 304 RESPECTIVELY.
3. WHERE TURNOUTS ARE CONSTRUCTED WITHIN EXISTING CURB AND GUTTER, THE EXISTING CURB AND GUTTER SHALL BE REMOVED EITHER TO THE NEAREST JOINT BEYOND THE FLARE POINT OR TO THE EXTENT THAT NO REMAINING SECTION IS LESS THAN 5 FEET LONG; AND, DROP CURB CONSTRUCTED IN ACCORDANCE WITH NOTES NOS. 1 AND 2.
4. COST FOR PREFORMED JOINT FILLER SHALL BE INCLUDED IN THE COST FOR THE CONCRETE PAVEMENT (CONCRETE SIDEWALK, 6" THICK).
5. FOR TURNOUTS WITH RADIAL RETURNS SEE THE REQUIREMENTS UNDER THE "SUMMARY OF GEOMETRIC REQUIREMENTS FOR TURNOUTS", THE "GENERAL NOTES", THE DETAILS OF "RURAL TURNOUT CONSTRUCTION" AND THE DETAIL OF "LIMITS OF CLEARING & GRUBBING, STABILIZATION AND BASE AT INTERSECTIONS".
6. DEPARTMENT MAINTENANCE OF PAVEMENT SHALL EXTEND OUT TO THE RIGHT OF WAY OR 2 FEET BACK OF SIDEWALK, WHICHEVER DISTANCE IS LESS.
7. THE MAINTENANCE AND OPERATION OF HIGHWAY LIGHTING, TRAFFIC SIGNALS, ASSOCIATED EQUIPMENT, AND OTHER NECESSARY DEVICES SHALL BE THE RESPONSIBILITY OF A PUBLIC AGENCY.
8. ALL PAVEMENT MARKINGS ON THE STATE HIGHWAYS, INCLUDING ACCELERATION AND DECELERATION LANE MARKINGS, AND SIGNING INSTALLED FOR THE OPERATION OF THE STATE HIGHWAY SHALL BE MAINTAINED BY THE DEPARTMENT.
9. ALL SIGNING AND MARKING INSTALLED FOR THE OPERATION OF THE CONNECTION (SUCH AS STOP BARS AND STOP SIGNS FOR THE CONNECTION) SHALL BE THE RESPONSIBILITY OF THE PERMITTEE.
10. TURNOUTS WILL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR SIDEWALK CONCRETE (6" THICK), SY.

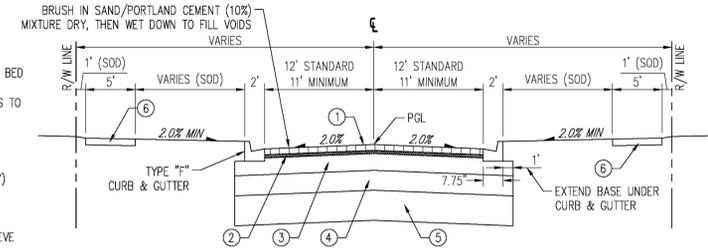
DESIGN NOTES FOR URBAN FLARED TURNOUTS

1. DRIVEWAYS INDICATED AS "ADVERSE APPLICATIONS" ARE THOSE WITH SLOPES THAT CAN CAUSE OVERHANG DRAG FOR REPRESENTATIVE STANDARD PASSENGER VEHICLES UNDER FULLY LOADED CONDITIONS; OR, THOSE WITH SLOPES THAT CAN CAUSE DRIVERS WHO ARE LEAVING THE ROADWAY TO SLOW OR PAUSE TO THE EXTENT THAT TRAFFIC DEMAND VOLUMES WILL BE IMPEDED.
 2. THE STANDARD FLARED DRIVEWAYS ON THIS INDEX MAY NOT ACCOMMODATE VEHICLES WITH LOW BEDS, LOW UNDERCARRIAGE OR LOW APPENDAGE FEATURES. WHERE SUCH VEHICLES ARE DESIGN VEHICLES DRIVEWAYS ARE TO HAVE SITE SPECIFIC FLARE DESIGNS OR CATEGORY ~~~~ DESIGNS.
 3. WHEN SPECIFIC FLARE TYPE DRIVEWAYS ARE TO BE CONSTRUCTED, THE TYPE SHALL BE DESIGNATED IN THE PLANS USING THE ASSIGNED ALPHA-NUMERIC DESIGNATION.
- DRIVEWAYS INDICATED AS "MARGINAL APPLICATIONS" ARE THOSE WITH SLOPES THAT CAN CAUSE OVERHANG DRAG FOR REPRESENTATIVE STANDARD PASSENGER VEHICLES UNDER FULLY LOADED CONDITIONS WHEN THE DRIVEWAY IS LOCATED ON THE LOW SIDE OF FULLY SUPERELEVATED ROADWAYS.
- DRIVEWAYS INDICATED AS "GENERAL APPLICATIONS" ARE THOSE WITH SLOPES THAT CAN READILY ACCOMMODATE REPRESENTATIVE STANDARD PASSENGER VEHICLES AND THOSE AND THOSE THAT CAN ACCOMMODATE REPRESENTATIVE STANDARD TRUCKS, VANS, BUSES AND RECREATIONAL VEHICLES OPERATING UNDER NORMAL CROWN AND SUPERELEVATION CONDITIONS.

Note: See sheet 1 for 'GENERAL NOTES'

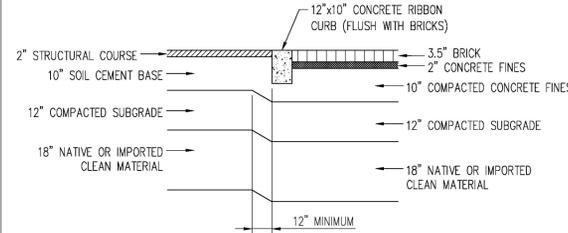
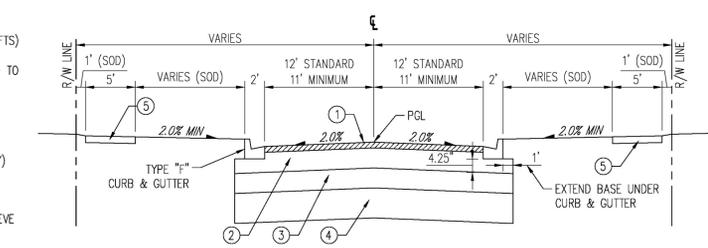
PAVEMENT DESIGN

1. 3.5" BRICKS
2. 1" - 2" LOOSE CONCRETE FINES LEVELING BED
3. 10" BASE - COMPACTED CONCRETE FINES TO 98% MAX. DENSITY (AASHTO T-134). ASPHALTIC PRIME COAT APPLIED AT 0.15 GAL./SF
4. 12" COMPACTED SUBGRADE (98% DENSITY) AASHTO T-180 AND LBR 40
5. 18" OF NATIVE OR IMPORTED MATERIAL HAVING LESS THAN 5% PASSING #200 SIEVE COMPACTED TO 98% PER AASHTO T-180
6. 4" THICK CONCRETE SIDEWALK

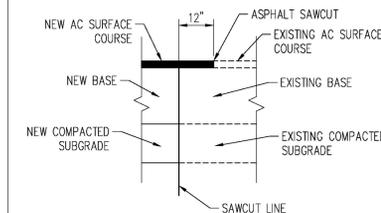


PAVEMENT DESIGN

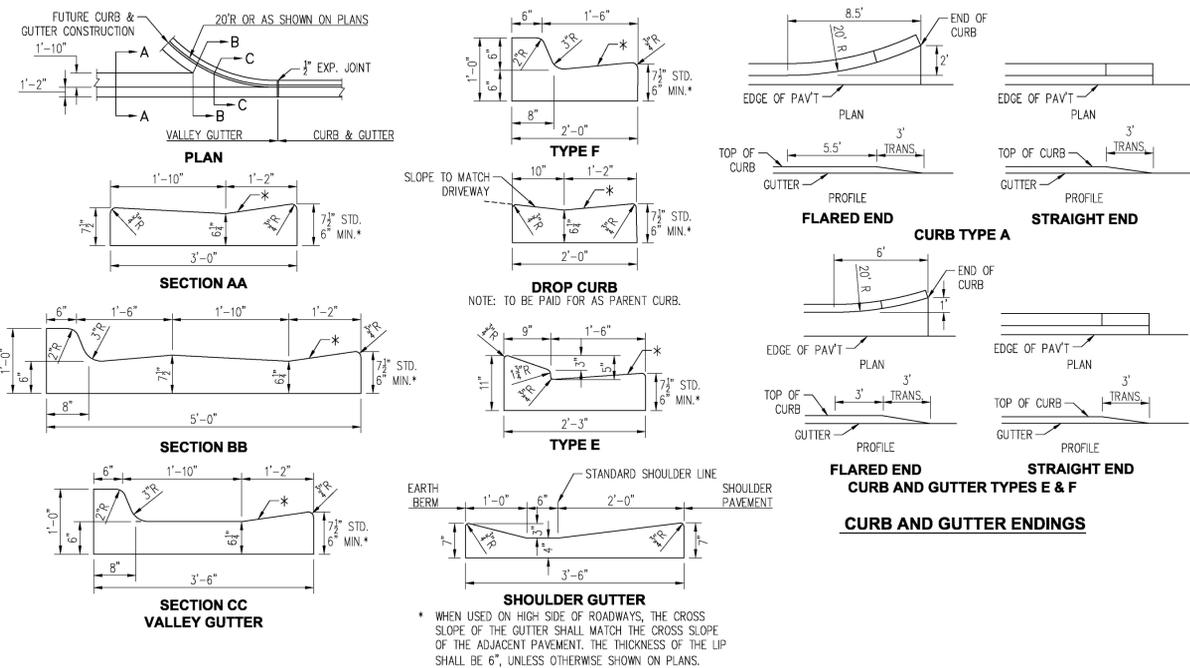
1. 2" TYPE S-1 STRUCTURAL COURSE (2 LIFTS)
2. 10" BASE TYPE SOIL CEMENT COMPACTED TO 98% MAX. DENSITY (AASHTO T-134). ASPHALTIC PRIME COAT APPLIED AT 0.15 GAL./SF 300 PSI 7-DAY COMPRESSIVE STRENGTH
3. 12" COMPACTED SUBGRADE (98% DENSITY) AASHTO T-180 AND LBR 40
4. 18" OF NATIVE OR IMPORTED MATERIAL HAVING LESS THAN 5% PASSING #200 SIEVE COMPACTED TO 98% PER AASHTO T-180
5. 4" THICK CONCRETE SIDEWALK



1 RIBBON CURB WITH BRICK PAVERS
N.T.S.

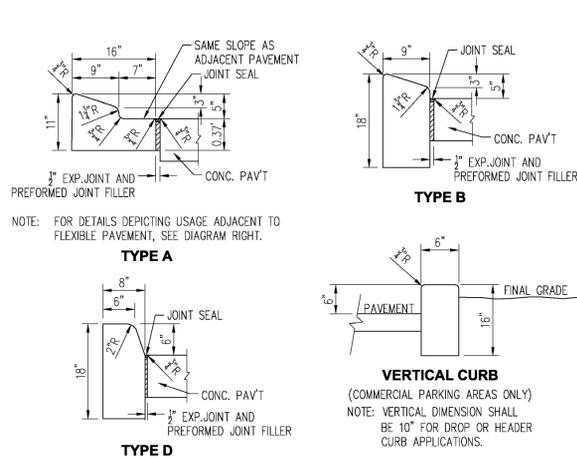


1 SAWCUT TYPICAL DETAIL
N.T.S.

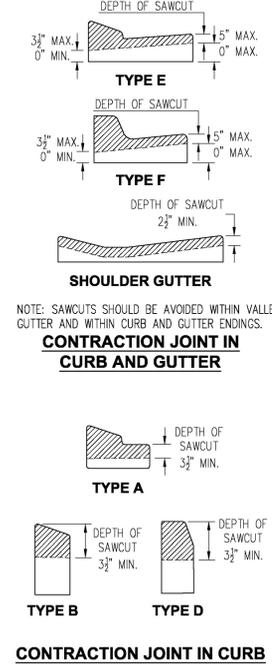


CONCRETE CURB AND GUTTER

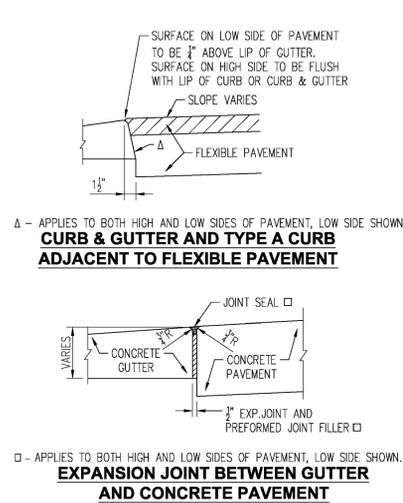
NOTE: FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT, CONCRETE SHOWN. FOR DETAILS DEPICTING USAGE ADJACENT TO FLEXIBLE PAVEMENT, SEE DIAGRAM RIGHT. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURB & GUTTER AND CONCRETE PAVEMENT ONLY, SEE DIAGRAM RIGHT.



ASPHALTIC CONCRETE CURB



CONTRACTION JOINT IN CURB



GENERAL NOTES

1. FOR CURB, GUTTER, AND CURB AND GUTTER PROVIDE $\frac{1}{2}$ " - $\frac{1}{2}$ " CONTRACTION JOINTS AT 10' CENTERS (MAX.). CONTRACTION JOINTS ADJACENT TO CONCRETE PAVEMENT ON TANGENTS AND FLAT CURVES ARE TO MATCH THE PAVEMENT JOINTS. WITH INTERMEDIATE JOINTS NOT TO EXCEED 10' CENTERS. CURB, GUTTER AND CURB & GUTTER EXPANSION JOINTS SHALL BE LOCATED IN ACCORDANCE WITH SECTION 520 OF THE STANDARD SPECIFICATIONS.
2. ENDS OF CURBS TYPES B AND D SHALL TRANSITION FROM FULL TO ZERO HEIGHTS IN 3 FEET.

DATE	4/4/14
ITEM	Brick Typical Section
No.	1
	RLW-S-020

CITY OF WINTER GARDEN, FLORIDA
STANDARDS AND SPECIFICATIONS
FOR ROADWAY & DRAINAGE CONSTRUCTION

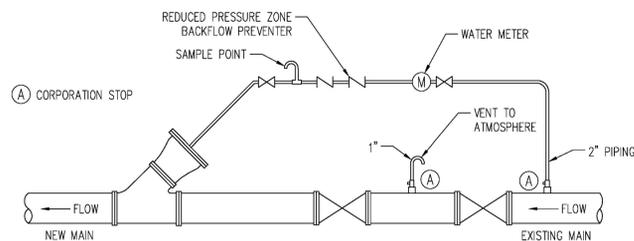


STANDARD DETAILS
FOR PUBLIC SERVICES

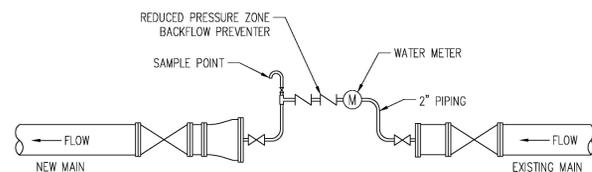
DATE
JANUARY 2024
SHEET

10

10 OF 11



OPTION "A"



OPTION "B"

EXCEPT AS INDICATED BELOW FOR SHORT LENGTHS, EACH SECTION OF PIPELINE SHALL BE THOROUGHLY CLEANED WITH ONE POLYURETHANE FOAM PIG EACH TIME.

A CITY REPRESENTATIVE SHALL BE PRESENT AT THE TIME OF INSERTION AND EXIT OF THE PIGS. LINES SHALL BE PIGGED AND/OR FLUSHED UNTIL THE WATER RUNS CLEAN AND IS APPROVED BY THE CITY REPRESENTATIVE. THE CITY REPRESENTATIVE SHALL BE GIVEN 48 HOURS MINIMUM NOTICE PRIOR TO PIGGING OR FLUSHING.

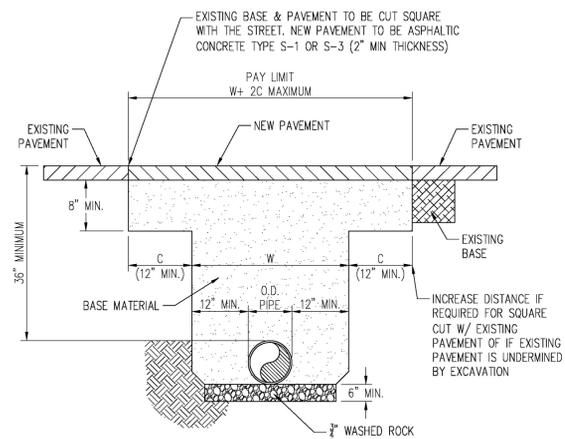
ON SHORT LENGTHS OF PIPELINE (100' MAX) CLEANING MAY BE ACCOMPLISHED BY FLUSHING WITH WATER AT A MINIMUM VELOCITY OF 2.5 FEET PER SECOND. WATER REQUIRED FOR TESTING AND CLEANING SHALL BE SUPPLIED BY THE CITY AT THE CONTRACTOR'S EXPENSE. WATER SHALL BE FROM A POTABLE SOURCE SATISFACTORY TO THE CITY.

NOTES:

- REDUCER TO BE NEW MAIN SIZE PLUS 2" LARGER.
- WYE TO BE PLUGGED AND RESTRAINED AT THE END OF PIGGING.
- AT THE END OF THE PROJECT, ALL CORPORATIONS TO BE REMOVED AND CORPORATION PLUGS TO BE INSTALLED.
- SAMPLE POINT TO BE LOCATED AFTER BACKFLOW PREVENTER.
- ALL MATERIALS, PIPE, AND FITTINGS SHALL CONFORM THE THE CITY OF WINTER GARDEN STANDARDS.
- INSTALL REDUCER WITH PIG INSIDE. ONLY ONE PIG WILL BE ALLOWED TO BE RUN THROUGH THE MAIN AT A TIME. PIPE EXTENSION CAP MAY BE REQUIRED.
- PIGGING PROCEDURE TO BE PERFORMED AT LEAST TWICE.

1 PIPE PIGGING DETAIL

N.T.S.



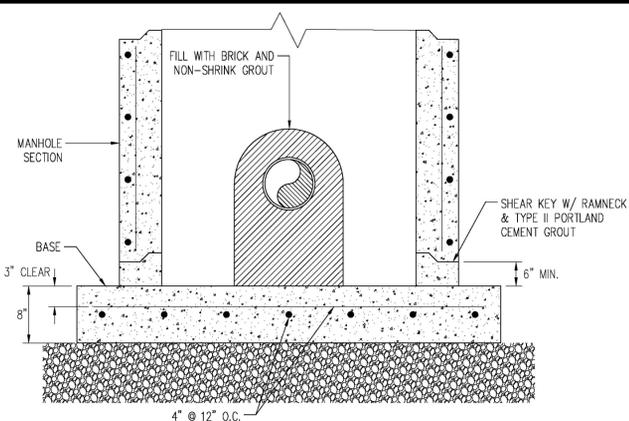
W = O.D. OF PIPE + 12" MIN. AT BOTH SIDES OF PIPE

C = VARIES W/ SOIL TYPE
(CONTACT ENGINEER OF RECORD FOR DETERMINATION IN THE FIELD)

NOTE:
ALL BACKFILL COMPACTION SHALL BE 98% OF MAXIMUM DENSITY.

5 PAVEMENT RESTORATION DETAIL

N.T.S.

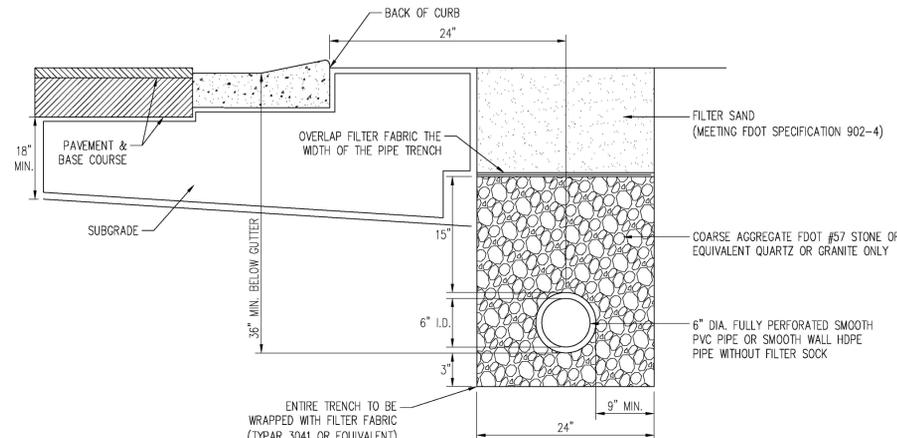


NOTES:

- TO CONSTRUCT NEW MANHOLE OVER EXISTING SEWER, SLIDE BASE UNDER PIPE AND SET MANHOLE SECTION ON TOP.
- FOR ADDITIONAL DETAILS NOT SHOWN, SEE "GRAVITY SEWER MANHOLE STANDARD."
- AT THE END OF THE PROJECT, ALL CORPORATIONS TO BE REMOVED AND CORPORATION PLUGS TO BE INSTALLED. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPORT OF EXISTING SEWER DURING INSTALLATION OF MANHOLE.

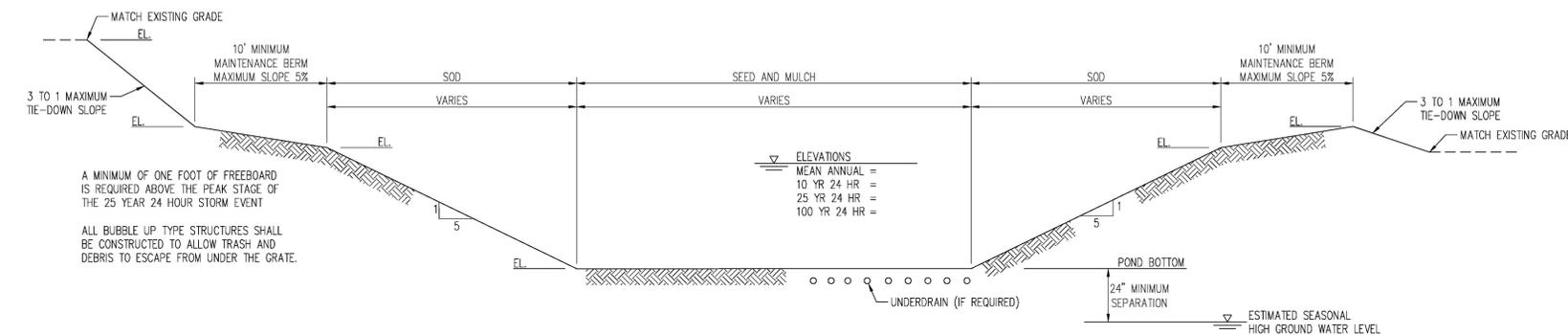
2 GRAVITY SEWER DOGHOUSE MANHOLE

N.T.S.

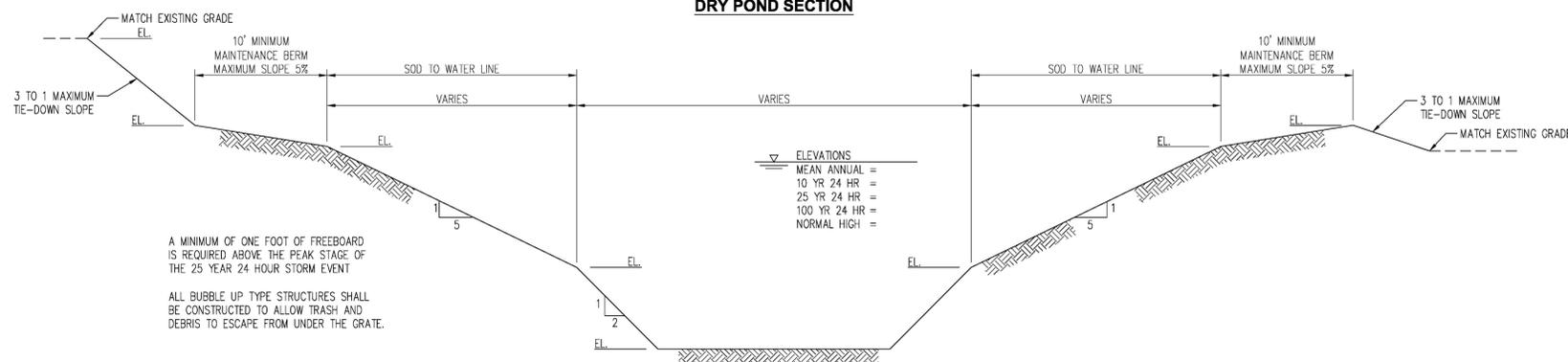


3 UNDERDRAIN DETAIL

N.T.S.



DRY POND SECTION



WET POND SECTION

4 POND SECTIONS

N.T.S.

WINTER GARDEN STANDARDS INCORPORATED WITH DESIGN ENGINEERS DOCUMENTS:

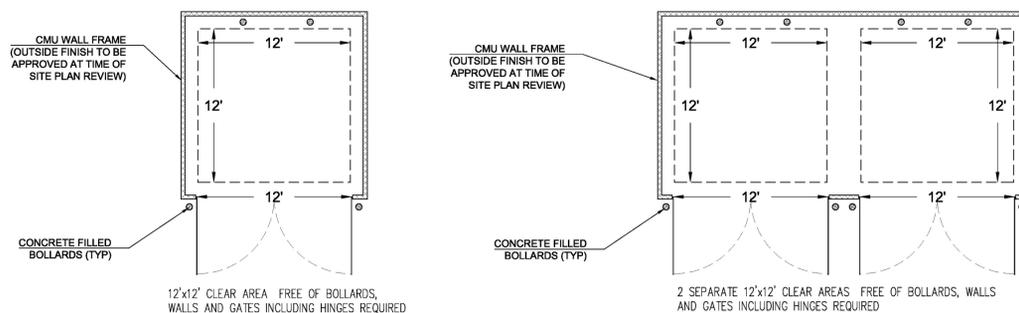
THE DETAILS, NOTES AND SPECIFICATIONS SHOWN ON THIS SHEET REPRESENT THE NOTED STANDARDS OF THE CITY OF WINTER GARDEN FOR CONSTRUCTION OF PUBLIC WORKS AND UTILITY INFRASTRUCTURE. BY INCLUDING THE STANDARDS, THE DESIGN ENGINEER HAS ACKNOWLEDGED THAT THEY ARE EFFECTIVE TO THE PROJECT AND THAT DETAILS, NOTES, OR SPECIFICATIONS ARE AS PROVIDED BY THE CITY AND HAVE NOT BEEN REVISED OR MODIFIED WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER OR UTILITY DIRECTOR.



THE BACKGROUND COLOR SHALL BE RETROREFLECTIVE GREEN AND THE LETTERING AND BORDER SHALL BE RETROREFLECTIVE WHITE.

6 STREET SIGN BLADE DETAIL

N.T.S.

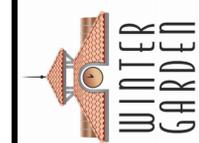


7 DUMPSTER LAYOUT DETAIL

N.T.S.

DATE	
ITEM	
No.	

CITY OF WINTER GARDEN, FLORIDA
STANDARDS AND SPECIFICATIONS
FOR UTILITY CONSTRUCTION



STANDARD DETAILS
FOR
MISCELLANEOUS DETAILS

AS-BUILT SURVEY

1320 WINTER GARDEN VINELAND RD
WINTER GARDEN, FL 34787

DESCRIPTION:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 213.48 FEET OF THE FOLLOWING TRACT OF LAND:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 27 EAST, RUN THENCE NORTH 0 DEGREES 06 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 26 A DISTANCE OF 885.77 FEET TO THE POINT OF BEGINNING, THENCE RUN NORTH 89 DEGREES 16 MINUTES 45 SECONDS WEST 1349.37 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 26 THAT IS 903.88 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 26, THENCE RUN SOUTH 89 DEGREES 16 MINUTES 45 SECONDS EAST 205.43 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 26, THENCE RUN NORTH 00 DEGREES 06 MINUTES 20 SECONDS EAST 433.02 FEET TO THE POINT OF BEGINNING.

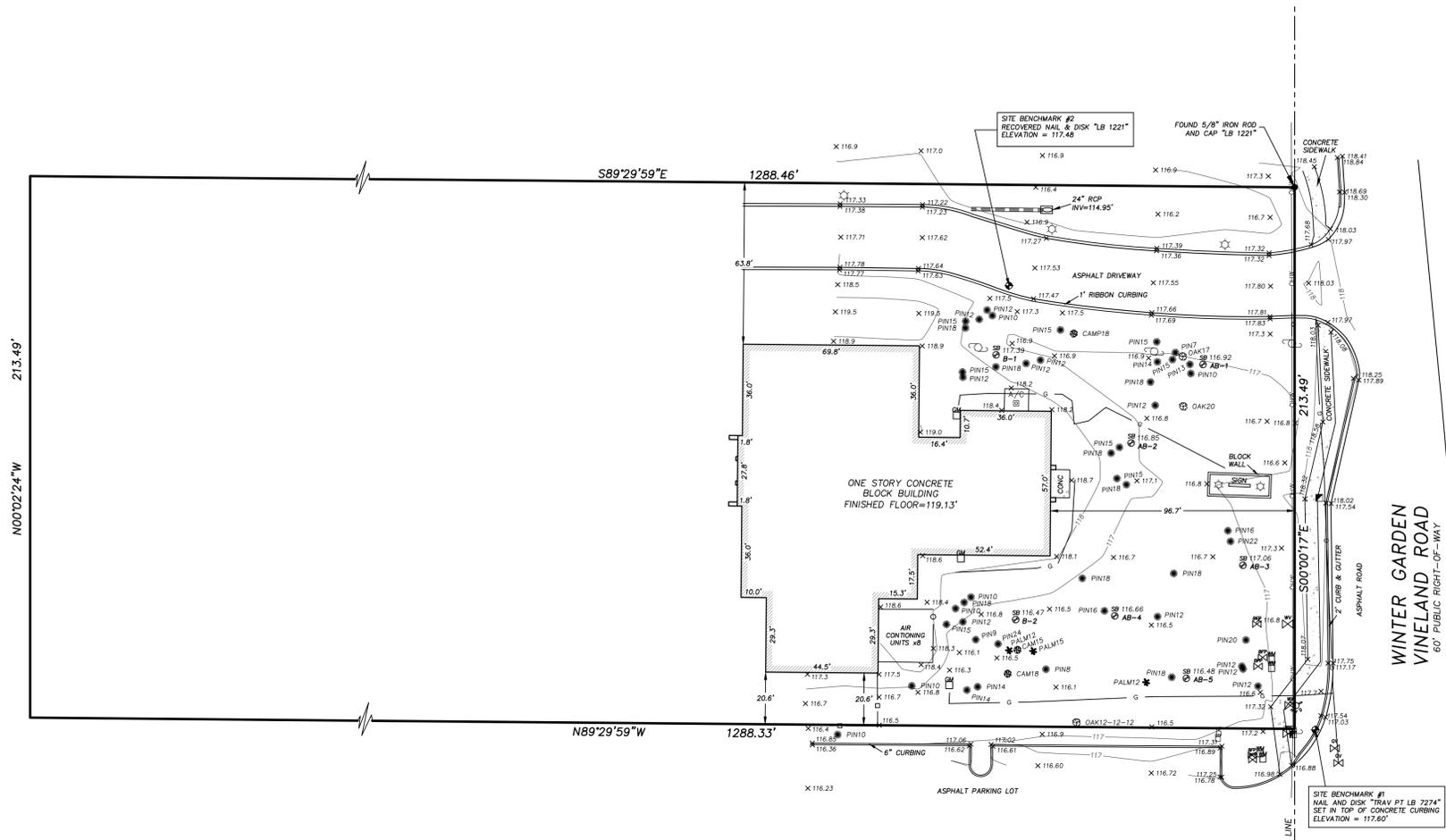
LESS AND EXCEPT THE FOLLOWING:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE RUN 0 DEGREES 06 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26 FOR 885.77 FEET TO THE POINT OF BEGINNING, THENCE RUN NORTH 89 DEGREES 16 MINUTES 45 SECONDS WEST FOR 9.71 FEET; THENCE RUN SOUTH 0 DEGREES 12 MINUTES 57 SECONDS WEST FOR 433.01 FEET; THENCE RUN SOUTH 89 DEGREES 16 MINUTES 45 SECONDS EAST FOR 10.54 FEET FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE RUN NORTH 0 DEGREES 06 MINUTES 20 SECONDS EAST FOR 433.02 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 30 FOOT MAINTAINED RIGHT-OF-WAY FOR STATE ROAD NO. 535.

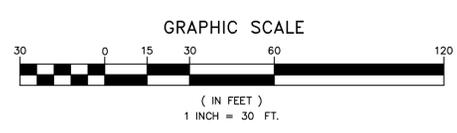
SURVEYORS NOTES:

- NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
- REVISIONS DO NOT CONSTITUTE A RE-CERTIFICATION OF THE EXISTING FIELD CONDITIONS OF THIS SURVEY.
- BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT-OF-WAY LINE OF WINTER GARDEN VINELAND ROAD AS BEING S00°00'17"E (ASSUMED).
- THE DESCRIPTION SHOWN HEREON WAS SUPPLIED BY THE CLIENT.
- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATIONS INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- THIS IS NOT A BOUNDARY SURVEY. THE PURPOSE OF THIS SURVEY IS TO SHOW THE CURRENT IMPROVEMENTS IN THE AREA SPECIFIED BY THE CLIENT.
- VERTICAL CONTROL WAS PROVIDED BY KIRBY ENGINEERING.
- SITE BENCHMARK IS SHOWN HEREON.
- THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.052 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.



LEGEND/ABBREVIATIONS:
NOT ALL SYMBOLS AND ABBREVIATIONS SHOWN HEREON MAY BE USED

- | | |
|-------------------------------------|----------------------------------|
| △ CENTRAL ANGLE | ⊙ SANITARY MANHOLE |
| R RADIUS | ⊕ DRAINAGE MANHOLE |
| L LENGTH | ⊙ TELEPHONE MANHOLE |
| CH CHORD | ⊕ GREASE TRAP MANHOLE |
| CB CHORD BEARING | ⊙ POWER MANHOLE |
| (M) MEASURED | ⊕ GAS VALVE |
| (P) PLAT | (C) CALCULATED |
| (D) DESCRIPTION | (V) IRRIGATION VALVE |
| POB POINT OF BEGINNING | ⊕ RECLAIMED WATER VALVE |
| POC POINT OF COMMENCEMENT | ⊕ SEWER VALVE |
| O.R. OFFICIAL RECORDS BOOK | ⊕ FIRE HYDRANT |
| PS PAGE | ⊕ BACK FLOW PREVENTOR |
| TPY TYPICAL | ⊕ WATER VALVE |
| P.T. POINT OF TANGENCY | ⊕ WATER METER |
| P.C. POINT OF CURVATURE | ⊕ MASTER WATER ASSEMBLY |
| ⊕ IRON ROD & CAP | ⊕ WATER BLOW-OFF VALVE |
| ⊕ NAIL & DISC | ⊕ WATER SHUT-OFF VALVE |
| ⊕ 4"x4" CONCRETE MONUMENT | ⊕ FIRE DEPARTMENT CONTROL VALVE |
| ⊕ IRON PIPE | ⊕ POST INDICATOR VALVE |
| --- BARBED WIRE FENCE | ⊕ GAS METER |
| --- CHAIN LINK FENCE | ⊕ POWER RISER |
| --- WOOD FENCE | ⊕ POWER TRANSFORMER |
| --- EDGE OF ASPHALT PAVEMENT | ⊕ POWER METER |
| CONC CONCRETE | ⊕ ELECTRICAL OUTLET |
| C CENTERLINE | ⊕ AIR CONDITIONER |
| LB LICENSED BUSINESS | ⊕ WRING PULL BOX |
| PSM PROFESSIONAL SURVEYOR & MAPPER | ⊕ CABLE TELEVISION RISER |
| PLS PROFESSIONAL LAND SURVEYOR | ⊕ TELEPHONE ACCESS CABINET |
| CMP CORRUGATED METAL PIPE | ⊕ TELEPHONE RISER |
| HDPE HIGH DENSITY POLYETHYLENE PIPE | ⊕ UTILITY VAULT |
| PVC POLYVINYL CHLORIDE PIPE | ⊕ LIGHT POLE |
| ROP REINFORCED CONCRETE PIPE | ⊕ CATCH BASIN |
| VOP VITRIFIED CLAY PIPE | ⊕ YARD DRAIN |
| --- OVERHEAD UTILITY WIRES | ⊕ CURB INLET |
| --- BEL BURIED ELECTRIC LINE | ⊕ CURB INLET WITHOUT MANHOLE |
| --- G BURIED GAS LINE | ⊕ MITERED END SECTION |
| --- T BURIED TELEPHONE LINE | ⊕ ISLAND |
| --- WL UNDERGROUND WATER LINE | ⊕ MONITORING WELL |
| --- BFO BURIED FIBER OPTIC CABLE | ⊕ CLEAN-OUT |
| ⊕ WOODEN UTILITY POLE | ⊕ WELL |
| ⊕ CONCRETE UTILITY POLE | ⊕ TRAFFIC FLOW ARROW |
| ⊕ GUY POLE | ⊕ SINGLE POST SIGN |
| ⊕ GUY ANCHOR | ⊕ OAK12 OAK TREE - SIZE(12") |
| ⊕ INVERT ELEVATION | ⊕ CAM12 CAMPHOR TREE - SIZE(12") |
| + 68.51 EXISTING GROUND ELEVATION | ⊕ PIN12 PINE TREE - SIZE(12") |
| - 60.00 EXISTING GROUND CONTOUR | ⊕ PALM12 PALM TREE - SIZE(12") |
| FF FINISHED FLOOR ELEVATION | |
| SB SOL BORING | |
| ⊕ SITE BENCH MARK (AS INDICATED) | |



BISHMAN
Surveying & Mapping, Inc.

CERTIFICATE OF AUTHORIZATION LB 7274
301 N. TUGB STREET, SUITE 106, OAKLAND, FLORIDA 34760
Phone No. 407.905.8677

REVISIONS:

ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668

JOB NUMBER: 16088.001

SURVEY DATE:	7-8-2024
FIELD BY:	T. CONARD
FIELD BOOK:	2403
PAGES:	27-28
FIELD FILE:	16088-1.MJF
DRAWING FILE:	16088-1.DWG



1 North Elevation
3/16" = 1'-0"



2 Front (Street) Elevation
3/16" = 1'-0"



3 South Elevation
3/16" = 1'-0"

- Field Split Face CMU to Match Existing
- Accent Band Scored Smooth Face CMU to Match Existing
- Trim White to Match Existing
- Roof Architectural Shingle to Match Existing

LIS EXPRESSLY RESERVES ITS COPYRIGHT AND ALL OTHER PROPERTY RIGHTS TO THESE DOCUMENTS AND THEIR DESIGN, HENCE, THEY ARE NOT TO BE REPRODUCED.

ARCHITECT/ENGINEER
LIS
ARCHITECTURE
ENGINEERING
LAND INVESTMENT SERVICES, LLC
CA NO: 28005
2572 West State Road 426
Suite 2054, Oviedo, FL 32765
Phone: (321) 953-9844
Facsimile: (321) 953-9828
CA NO: 6853
21430 Palm Beach Blvd
Ava, FL 32820
Phone: (321) 953-9844
Facsimile: (321) 953-9828

CLIENT NAME
LAKE APOPKA NATURAL GAS DISTRICT
1320 WINTER GARDEN / VINELAND ROAD
WINTER GARDEN, FLORIDA 34787

PROJECT NAME
OFFICE ADDITION
1320 WINTER GARDEN / VINELAND ROAD
WINTER GARDEN, FLORIDA 34787

SHEET TITLE
EXISTING FLOOR PLAN

SEAL
HAROLD DANIEL HUTTER III
FL LIC: AR58913
This item has been digitally signed and sealed by Harold Daniel Hutter III on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

RELEASE	DATE
PROJECT NO.	2024-066
ISSUE DATE	12-02-24
DRAWN	CHECKED
SHEET NO.	A200

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: KELLY CARSON, PLANNING DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: FEBRUARY 13, 2025
SUBJECT: 1320 WINTER GARDEN/VINELAND ROAD – 3rd SITE PLAN REVIEW – LAKE APOPKA NATURAL GAS DISTRICT BUILDING & PARKING EXPANSION

Pursuant to your request, we have reviewed the revised site plan dated 1/21/25 for compliance with the City's stormwater and site requirements. The plan proposes an addition of 2,713 s.f. to the existing office building and additional 20 paved parking spaces on the developed 6.31 acre C-2 zoned parcel. This was submitted in response to our comments of 12/03/24 and DRC meeting of 10/16/24 where it was referred to staff review only.

ENGINEERING

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

1. Planning Department shall review and comment on layout, setbacks, landscaping, buffering, lighting and signage, platting, including C-2 zoning requirements.
2. General Requirements (as noted on plans):
 - a. All gravity sanitary pipe and fittings shall be SDR 26.
 - b. All compaction shall be 98% of the modified proctor maximum density (AASHTO T-180).
 - c. As-built record drawings shall comply with City of Winter Garden requirements available on-line (note on plan).
 - d. All Storm (>12") and Sanitary lines (>6") shall be inspected by CCTV prior to completion.
 - e. Use City Standard Detail sheets for utilities and public works (see City website).
 - f. If Thermoplastic pipe is used it shall meet all City material and installation requirements as specified in the City's Standards & Specifications including Class I bedding, HP polypropylene pipe (**not HDPE or N-12**), laser profiling, installation per ASTM D2321, etc. (see under on-line forms on website).
 - g. All utilities shall be underground pursuant to Code (Sec. 18-33) including electrical power, cable, telephone, etc.
3. Tree removal shall adhere to the City's Tree Protection Ordinance – separate review, approval and permit is required. Coordinate with the Building Department on any tree removal and protection. Additional landscaping and tree replacement may be required with final plan.
4. 100% of the water/sewer impact fees shall be paid prior to site or building permit issuance or

execution of FDEP permit applications by the City. Sanitary laterals, fittings, and pipes shall be SDR 26 per City standards. Use City Standard Detail Sheets for utilities and public works.

5. All utilities shall conform to Chapter 78 of the City Code. Impact fees will be required for any utility connections and shall be paid prior to issuance of building permit and City execution of FDEP permit applications. The site shall be served by City water, sewer and reuse. All utilities required for the development shall be run to the site at the Developer's expense, including potable water, reclaimed water and sanitary sewer. 100% of all required water, irrigation and sewer impact fees shall be paid prior to City execution of FDEP permits and issuance of site or building permits.
6. Permit modification from SJRWMD is acknowledged. Permits or exemptions shall also be required from FDEP for water and sewer and FDEP NPDES NOI as may be applicable.
7. Any signs, screen walls or retaining walls shall require a separate permit from the Building Department.
8. Streetlighting both internally and on all street frontages is required pursuant to City Code – dark skies lighting is required. A photometric plan has been provided for review by Planning Department.

TRANSPORTATION

9. The applicant has demonstrated that the project will have minimal impact on the surrounding roadway network. Complete final comments dated February 4, 2025, attached.

STANDARD GENERAL CONDITIONS

10. All construction shall conform to City of Winter Garden Standards, Specifications and Ordinances.
11. Fencing, if approved, shall meet all City requirements for height, type, etc. Chain link fencing, if approved, shall be vinyl coated per Code.
12. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.
13. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
14. The Owner and Contractor are responsible for meeting all provisions of ADA and Florida Accessibility Code, including accessible route sidewalks that will connect to public sidewalks on S.R. 50.
15. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.

16. Approval by the City Commission (site plan) will be required prior to issuance of site or building permit(s).
17. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the site or building permit.
18. Additional comments will be generated at subsequent reviews.

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

MEMORANDUM

TO: Yvonne Powell Conatser, AICP, Senior Planner
FROM: Joseph T. Roviario
DATE: February 4, 2025
RE: Continuing Transportation Planning and Engineering Services –
Review of the 1320 Winter Garden/Vineland Road Lake Apopka Natural
Gas District Building & Parking Expansion – Limited Traffic Analysis
(LTEC № 23-0216)

The purpose of this memorandum is to provide a review of the proposed 1320 Winter Garden/Vineland Road Lake Apopka Natural Gas District Building & Parking Expansion – Limited Traffic Analysis. The proposed Lake Apopka Natural Gas District Building & Parking Expansion will be located at 1320 Winter Garden/Vineland Road. Specific comments and findings are provided below.

Project Description

The proposed land use as described in the memorandum will be a 2,713 square foot office building. The build-out date has been planned for 2025.

According to the provided site plan, access to the study site will be via the existing full access driveway connection onto Winter Garden/Vineland Road.

Study Area

The study roadway is correct.

Existing Conditions Analysis

As documented in the memorandum, Winter Garden/Vineland Road is currently operating at an acceptable level of service (LOS).

Project Traffic/Project Trip Distribution

The project trip generation calculation for the land use is correct.

The manual distribution of project trips on the study roadway is appropriate and acceptable.

Projected Conditions Analysis

As documented in the memorandum, Winter Garden/Vineland Road is projected to continue to operate at an acceptable level of service.

The Applicant has documented that the proposed office expansion traffic volumes are de-minimums.

Conclusions

The proposed land use will be a 2,713 square-foot office building. The build-out date has been planned for 2025.

Access to the study site will be via the existing full access driveway connection onto Winter Garden/Vineland Road.

The proposed development will generate during the week 32 total daily trips, of which 6 will occur in the AM peak hour and 7 will occur in the PM peak hour.

The analysis indicated that the impacted roadway segment currently operate within their adopted Levels of Service standard during the PM peak hour, and they are projected to continue to do so upon project buildout.

Therefore, as documented in the revised report, the Applicant has demonstrated that the proposed project will have minimal impact on the surrounding roadway network.

This concludes our review of the *1320 Winter Garden/Vineland Road Lake Apopka Natural Gas District Building & Parking Expansion – Limited Traffic Analysis*. If you have any questions, please call.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: February 19, 2025 **Meeting Date:** February 27, 2025

Subject: 3017 Daniels Road
Winter Garden Village Final Plat/Replat
PARCEL ID # 35-22-27-9398-03-010

Issue:
Applicant is requesting to record the Final Plat for 6 new commercial lots for the property located at 3017 Daniels Road.

Discussion:
The applicant is requesting Final Plat approval for the 55 ± acre property located at 3017 Daniels Road. This Final Plat, which is a replat of the Winter Garden Village at Fowler Groves commercial subdivision, is requesting to subdivide Lot 1 into six (6) separate parcels. The request would maintain the larger lot with interior buildings while separating the buildings that front Daniels Road into five (5) new lots becoming outparcels.

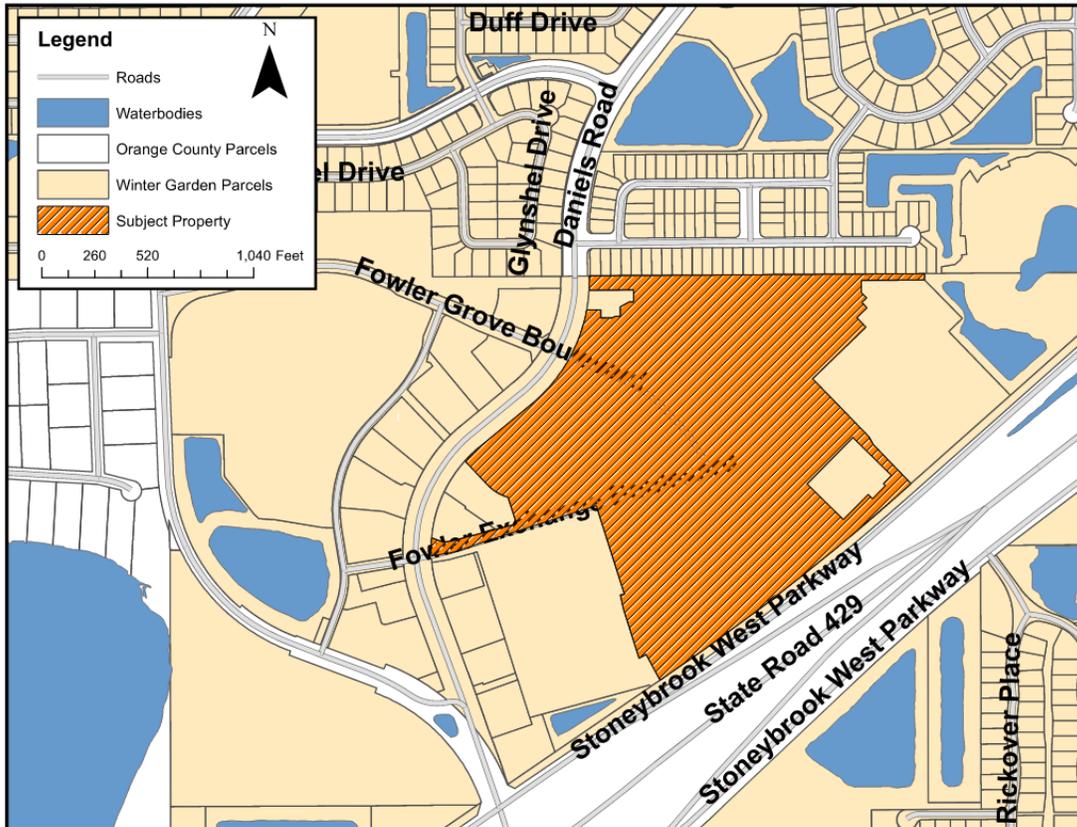
The property is zoned PUD and has a Future Land Use designation of BC (South Beltway Center) on the Future Land Use Map of the City's Comprehensive Plan.

Recommended Action:
Staff Recommends approval of the Final Plat subject to the conditions outlined in the attached DRC Report dated February 19, 2025.

Attachment(s)/References:
Location Map
DRC Memo
Final Plat

LOCATION MAP

3017 Daniels Road



WINTER GARDEN VILLAGE AT FOWLER GROVES REPLAT

BEING A REPLAT OF A PORTION OF LOT 1 – BLOCK 3, WINTER GARDEN VILLAGE AT FOWLER GROVES AS RECORDED IN P.B. 69, PAGES 82–86, LOCATED IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST AND SECTION 2, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST AND SECTION 2, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, BLOCK 3, WINTER GARDEN VILLAGE AT FOWLER GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 69, PAGES 82-86, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERNMOST CORNER OF LOT 2, BLOCK 3 OF SAID WINTER GARDEN VILLAGE AT FOWLER GROVES, SAID CORNER BEING ON A NON-TANGENT CURVE ON THE EASTERLY RIGHT-OF-WAY LINE OF DANIELS ROAD, A 140-FOOT PUBLIC RIGHT-OF-WAY, PER PLAT BOOK 69, PAGES 82-86, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) NORTHEASTERLY WITH THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 646.20 FEET, A CENTRAL ANGLE OF 08°34'15" AND A CHORD BEARING AND DISTANCE OF N46°17'55"E, 96.58 FEET) FOR AN ARC DISTANCE OF 96.67 FEET TO A POINT OF NON-TANGENCY; 2) N50°31'39"E, A DISTANCE OF 330.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; 3) NORTHEASTERLY WITH THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 786.20 FEET, A CENTRAL ANGLE OF 40°07'42" AND A CHORD BEARING AND DISTANCE OF N30°25'46"E, 539.45 FEET) FOR AN ARC DISTANCE OF 550.63 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF SAID DANIELS ROAD, N89°35'20"E, A DISTANCE OF 68.29 FEET; THENCE S00°19'13"E, A DISTANCE OF 39.95 FEET; THENCE S89°53'29"E, A DISTANCE OF 31.15 FEET; THENCE S75°08'18"E, A DISTANCE OF 5.06 FEET; THENCE N86°31'21"E, A DISTANCE OF 19.03 FEET; THENCE N69°06'26"E, A DISTANCE OF 20.48 FEET; THENCE N87°13'43"E, A DISTANCE OF 22.63 FEET; THENCE N00°16'15"W, A DISTANCE OF 45.50 FEET; THENCE N60°49'39"E, A DISTANCE OF 50.08 FEET; THENCE N89°34'33"E, A DISTANCE OF 21.75 FEET; THENCE N00°18'37"W, A DISTANCE OF 58.89 FEET; THENCE S89°37'29"W, A DISTANCE OF 218.59 FEET TO A NON-TANGENT POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DANIELS ROAD; THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID DANIELS ROAD, THE FOLLOWING TWO COURSES: 1) NORTHEASTERLY WITH THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 786.20 FEET, A CENTRAL ANGLE OF 03°41'37" AND A CHORD BEARING AND DISTANCE OF N01°31'48"E, 50.67 FEET) FOR AN ARC DISTANCE OF 50.68 FEET TO A POINT OF NON-TANGENCY; 2) N00°09'45"W, A DISTANCE OF 19.75 FEET TO A POINT ON THE SOUTH LINE OF GROVEHURST, A SUBDIVISION RECORDED IN PLAT BOOK 63, PAGES 108-112 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE SOUTH LINE OF SAID GROVEHURST AND THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 35, N89°37'58"E, A DISTANCE OF 573.67 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID GROVEHURST AND THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 35, N89°36'09"E, A DISTANCE OF 1072.70 FEET TO THE NORTHWEST CORNER OF TRACT D, BLOCK 3, OF SAID WINTER GARDEN VILLAGE AT FOWLER GROVES; THENCE ALONG THE WEST LINE OF SAID TRACT D, BLOCK 3, S00°23'31"E, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF LOT 10, BLOCK 3, OF SAID WINTER GARDEN VILLAGE AT FOWLER GROVES; THENCE ALONG THE NORTH AND WESTERLY LINES OF LOT 10, BLOCK 3, OF SAID WINTER GARDEN VILLAGE AT FOWLER GROVES, THE FOLLOWING ELEVEN (11) COURSES: 1) S89°36'22"W, A DISTANCE OF 310.39 FEET; 2) S00°26'39"E, A DISTANCE OF 61.41 FEET; 3) S44°12'20"E, A DISTANCE OF 35.09 FEET; 4) S45°51'25"W, A DISTANCE OF 31.91 FEET; 5) S44°11'12"E, A DISTANCE OF 35.86 FEET; 6) S45°48'51"W, A DISTANCE OF 70.07 FEET; 7) S44°07'24"E, A DISTANCE OF 64.24 FEET; 8) S45°48'37"W, A DISTANCE OF 365.21 FEET; 9) S44°11'59"E, A DISTANCE OF 397.64 FEET; 10) S29°27'54"E, A DISTANCE OF 42.89 FEET; 11) S44°09'22"E, A DISTANCE OF 266.81 FEET TO THE SOUTHERNMOST CORNER OF LOT 10, BLOCK 3, OF SAID WINTER GARDEN VILLAGE AT FOWLER GROVES, SAID CORNER BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 429, A VARIABLE-WIDTH LIMITED-ACCESS RIGHT OF WAY PER THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-654; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING THREE (3) COURSES: 1) S48°25'18"W, A DISTANCE OF 85.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; 2) SOUTHWESTERLY WITH THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 11378.16 FEET, A CENTRAL ANGLE OF 07°10'10" AND A CHORD BEARING AND DISTANCE OF S51°59'31"W, 1422.82 FEET) FOR AN ARC DISTANCE OF 1423.75 FEET TO A POINT OF NON-TANGENCY; 3) S55°52'23"W, A DISTANCE OF 57.42 FEET TO THE SOUTHEAST CORNER OF LOT 9, BLOCK 3, OF SAID WINTER GARDEN VILLAGE AT FOWLER GROVES; THENCE DEPARTING SAID NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE EASTERLY AND NORTHERLY LINES OF LOT 9, BLOCK 3, OF SAID WINTER GARDEN VILLAGE AT FOWLER GROVES, THE FOLLOWING ELEVEN (11) COURSES: 1) N27°58'19"W, A DISTANCE OF 143.49 FEET; 2) S62°11'27"W, A DISTANCE OF 39.73 FEET; 3) N17°41'40"W, A DISTANCE OF 252.96 FEET; 4) N12°50'01"W, A DISTANCE OF 69.85 FEET; 5) N77°41'55"E, A DISTANCE OF 21.10 FEET; 6) N17°42'01"W, A DISTANCE OF 455.67 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; 7) S72°18'34"W, A DISTANCE OF 588.02 FEET; 8) S69°41'47"W, A DISTANCE OF 102.37 FEET; 9) S73°19'01"W, A DISTANCE OF 35.17 FEET; 10) S76°49'01"W, A DISTANCE OF 33.78 FEET; 11) S80°48'27"W, A DISTANCE OF 88.72 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 3, OF SAID WINTER GARDEN VILLAGE AT FOWLER GROVES, SAID NORTHWEST CORNER BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DANIELS ROAD, ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE, WITH THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 646.20 FEET, A CENTRAL ANGLE OF 07°45'27" AND A CHORD BEARING AND DISTANCE OF N00°46'05"E, 87.42 FEET) FOR AN ARC DISTANCE OF 87.49 FEET TO THE SOUTHWEST CORNER OF LOT 3, BLOCK 3, OF SAID WINTER GARDEN VILLAGE AT FOWLER GROVES, SAID SOUTHWEST CORNER ALSO BEING A POINT OF NON-TANGENCY; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE SOUTHERLY LINES OF SAID LOTS 2 AND 3, BLOCK 3 OF SAID WINTER GARDEN VILLAGE AT FOWLER GROVES, THE FOLLOWING FOUR (4) COURSES: 1) S69°31'05"E, A DISTANCE OF 62.46 FEET; 2) N78°48'16"E, A DISTANCE OF 42.39 FEET; 3) N75°32'53"E, A DISTANCE OF 295.01 FEET; 4) N72°17'49"E, A DISTANCE OF 33.24 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2, BLOCK 3; THENCE ALONG THE EASTERLY LINE OF SAID LOT 2, BLOCK 3, THE FOLLOWING THREE COURSES: 1) N17°37'47"W, A DISTANCE OF 137.23 FEET TO A POINT ON A NON-TANGENT CURVE; 2) NORTHWESTERLY WITH THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 216.00 FEET, A CENTRAL ANGLE OF 30°50'25" AND A CHORD BEARING AND DISTANCE OF N59°15'18"W, 114.87 FEET) FOR AN ARC DISTANCE OF 116.26 FEET TO A POINT OF NON-TANGENCY; 3) N43°48'34"W, A DISTANCE OF 164.28 FEET TO THE POINT OF BEGINNING.

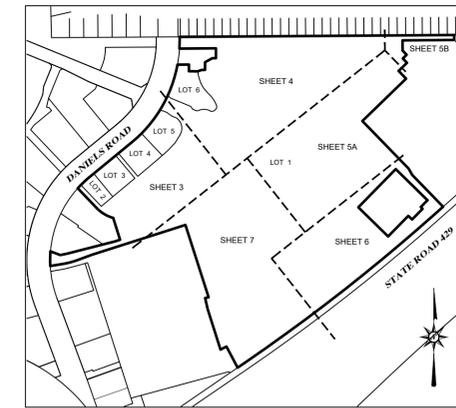
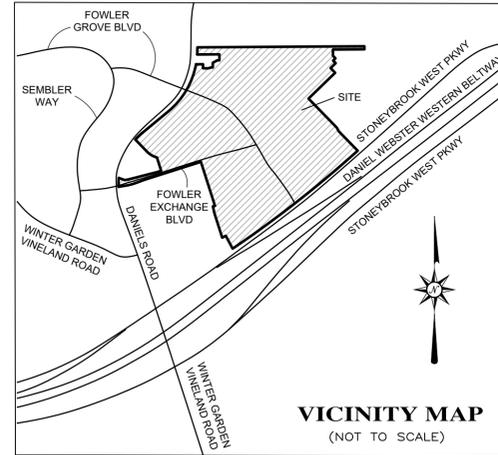
LESS AND EXCEPT

A PARCEL OF LAND LOCATED IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LOT 1, BLOCK 3, WINTER GARDEN VILLAGE AT FOWLER GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 69, PAGES 82-86, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERNMOST CORNER OF LOT 10, BLOCK 3 OF SAID WINTER GARDEN VILLAGE AT FOWLER GROVES; SAID CORNER BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 429, VARIABLE-WIDTH LIMITED-ACCESS RIGHT-OF-WAY PER ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-654; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S48°25'18"W, A DISTANCE OF 37.81 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, N45°36'55"W, A DISTANCE OF 91.72 FEET TO THE POINT OF BEGINNING;

THENCE S44°22'30"W, A DISTANCE OF 57.30 FEET; THENCE S45°37'30"E, A DISTANCE OF 15.00 FEET; THENCE S44°22'30"W, A DISTANCE OF 90.00 FEET; THENCE N45°37'30"W, A DISTANCE OF 31.70 FEET; THENCE S44°22'30"W, A DISTANCE OF 173.10 FEET; THENCE N45°37'30"W, A DISTANCE OF 250.00 FEET; THENCE N44°22'30"E, A DISTANCE OF 320.40 FEET; THENCE S45°37'30"E, A DISTANCE OF 266.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.980 ACRES (2394905.00 SQUARE FEET) OF LAND, MORE OR LESS.



SURVEYOR'S NOTES

- THE BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST, NAD 83, NGS ADJUSTMENT OF 2011. THE EAST RIGHT-OF-WAY LINE OF DANIELS ROAD BEARS N50°31'39"E.
- THE PROPERTY OWNERS ASSOCIATION, AS OWNER OF THE SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN, COMMON PROPERTIES, AND AMENITIES, AND THE INDIVIDUAL LOT OWNERS TO EXTENT OF THEIR INTEREST IN THE FOREGOING, SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY OF WINTER GARDEN, OTHER GOVERNMENTAL ENTITIES AND PUBLIC UTILITIES HARMLESS FROM ANY AND ALL COSTS, EXPENSES, SUITS, DEMANDS, LIABILITIES, DAMAGES, INJURIES (INCLUDING DEATH), OR OTHERWISE INCLUDING ATTORNEYS' 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 PROPERTY OWNERS ASSOCIATION, THIS PLAT, OR AS OTHERWISE PERMITTED BY LAW.
- THE LOTS WITHIN THIS SUBDIVISION ARE GOVERNED BY A MANDATORY PROPERTY OWNERS ASSOCIATION REQUIRING THE PAYMENT OF FEES AND WITH THE POWER TO ASSESS THE LOTS. THE PROPERTY OWNERS ASSOCIATION IS THE OWNER OF AND/OR RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN. EVERY LOT OWNER WITHIN THIS SUBDIVISION MUST BE A MEMBER OF THE PROPERTY OWNERS ASSOCIATION. 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 PROPERTY OWNERS ASSOCIATION, WHICH MAY RESULT IN THE FORECLOSURE OF SAID PROPERTY.
- THE CITY OF WINTER GARDEN SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE AND OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, ANY AND ALL PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN. IN THE EVENT ANY OR ALL OF THE SAID AREAS, SYSTEMS, IMPROVEMENTS, PROPERTIES OR AREAS 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 IN THE EVENT THE CITY OF WINTER GARDEN EXERCISES ITS AFOREMENTIONED RIGHT, EACH OF THE LOT OWNERS OF THE SUBDIVISION ARE HEREBY ULTIMATELY RESPONSIBLE FOR PAYMENT OF THE COST OF MAINTENANCE, REPAIR, REPLACEMENT AND CARE PROVIDED BY THE CITY OF WINTER GARDEN OR ITS CONTRACTORS AND AGENTS, PLUS ADMINISTRATIVE COSTS AND ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY OF WINTER GARDEN. IF SAID COSTS ARE NOT PAID WITHIN 15 DAYS OF INVOICING, THEN SAID COSTS SHALL CONSTITUTE A LIEN ON THE PROPERTY OF THE OWNERS WHICH FAIL TO PAY SUCH COSTS AND MAY BE ENFORCED, WITHOUT LIMITATION, BY FORECLOSURE, SPECIAL ASSESSMENTS, OR AS MAY OTHERWISE BE PERMITTED BY LAW. THIS RIGHT, AND THE CITY OF WINTER GARDEN'S EXERCISE OF SAID RIGHT, SHALL NOT IMPOSE ANY OBLIGATION ON THE CITY OF WINTER GARDEN TO MAINTAIN, REPAIR, REPLACE, OR OTHERWISE CARE FOR SAID PRIVATE AREAS, DRAINAGE SYSTEMS, INCLUDING WITHOUT LIMITATION, THE RETENTION/DETENTION AREAS AND UNDERDRAINS, COMMON PROPERTIES, PRIVATE ROADS, SCREENING WALLS, AND SUCH OTHER SUBDIVISION INFRASTRUCTURE NOT OTHERWISE DEDICATED TO THE PUBLIC USE OR THE CITY OF WINTER GARDEN.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS PARAGRAPH SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. FURTHER, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- NOTHING CONTAINED WITHIN THIS REPLAT RELEASES ANY PUBLIC RIGHT-OF-WAY OR EASEMENT DEDICATED BY THE WINTER GARDEN VILLAGE AT FOWLER GROVES PLAT RECORDED AT P.B. 69, PAGES 82-86.

(SURVEYOR'S NOTES CONTINUED ON SHEET 2 OF 7)

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.

LEADING EDGE
LAND SERVICES
INCORPORATED

8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809

PHONE:(407) 351-6730
FAX:(407) 351-9691
WEB:www.leadingedge.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

WINTER GARDEN VILLAGE
AT FOWLER GROVES REPLAT
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that DDR WINTER GARDEN LLC, A DELAWARE LIMITED LIABILITY COMPANY, being the owner in fee simple of the lands described in the foregoing caption to the plat, hereby dedicates said lands and plat for the uses and purposes therein expressed, including as set forth in the plat notes.

IN WITNESS THEREOF:

DDR WINTER GARDEN LLC, A DELAWARE LIMITED LIABILITY COMPANY has caused these presents to be executed and acknowledged by the undersigned officer on this _____ day of _____, 2025.

By: (signature) _____

By: (printed name and title) _____

Signed in the presence of: _____

Sign Name: _____ Sign Name: _____

Print Name: _____ Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this _____, 2025 by _____ of DDR WINTER GARDEN LLC, A DELAWARE LIMITED LIABILITY COMPANY, on behalf of the company, who is personally known to me or has produced _____ as identification.

Signature of Notary Public _____

Printed Name of Notary Public _____

Notary Public State of _____

My Commission Expires: _____

Commission Number: _____

CERTIFICATE OF REVIEW BY CITY SURVEYOR

I HEREBY CERTIFY that I have examined the foregoing plat and find it to comply in form with all requirements of Part 1 of Chapter 177, Florida Statutes.

City Surveyor _____ Date _____

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that on _____ 2025 the City Commission of the City of Winter Garden, Florida approved the foregoing plat.

Signature of Mayor _____

Printed Name of Mayor _____

ATTEST:

Signature of City Clerk _____

Printed Name of City Clerk _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and Registered Land Surveyor & Mapper, does hereby certify that I completed the survey of the lands therein described and this Plat was prepared under my direction and supervision; that permanent reference monuments have been placed as shown thereon and this plat complies with all of the survey requirements of Chapter 177, Florida Statutes; and that said land is located in Orange County, Florida.

Date: _____ Signed: _____
MIKE BAERHOLD, PSM,
Registration No. 5575

Leading Edge Land Services, Inc.
8802 Exchange Drive
Orlando, Florida 32809
Certificate No. LB 6846

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY that the foregoing plat was recorded in the Orange County Official Records

on _____ as DOC# _____

County Comptroller in and for Orange County, Florida

By: _____

WINTER GARDEN VILLAGE AT FOWLER GROVES REPLAT

BEING A REPLAT OF A PORTION OF LOT 1 – BLOCK 3, WINTER GARDEN VILLAGE
AT FOWLER GROVES AS RECORDED IN P.B. 69, PAGES 82–86,
LOCATED IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST AND
SECTION 2, TOWNSHIP 23 SOUTH, RANGE 27 EAST,
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

(SURVEYOR'S NOTES CONTINUED FROM SHEET 1 OF 7)

SURVEYOR'S NOTES

7. THE PROPERTY SHOWN HEREON IS SUBJECT TO:

A. PLAT OF WINTER GARDEN VILLAGE AT FOWLER GROVES, RECORDED IN PLAT BOOK 69, PAGE 82, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

B. CITY OF WINTER GARDEN DEVELOPMENT ORDER FOR WINTER GARDEN VILLAGE AT FOWLER GROVES, RECORDED IN OFFICIAL RECORDS BOOK 8425, PAGE 3752, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

C. TRANSPORTATION PROPORTIONATE SHARE AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 8437, PAGE 4276, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

D. NOTICE OF ESTABLISHMENT OF THE WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT, RECORDED IN OFFICIAL RECORDS BOOK 8501, PAGE 4509, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

E. FIRST AMENDMENT TO CITY OF WINTER GARDEN DEVELOPMENT ORDER FOR WINTER GARDEN VILLAGE AT FOWLER GROVES, RECORDED IN OFFICIAL RECORDS BOOK 8541, PAGE 4201, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

F. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 8557, PAGE 428, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

G. SURFACE WATER DRAINAGE EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 8559, PAGE 3457, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

H. OPERATION AND EASEMENT AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 8566, PAGE 2252, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

I. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (AS EVIDENCE OF UNRECORDED LEASE), RECORDED IN OFFICIAL RECORDS BOOK 8586, PAGE 2442, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

J. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 8599, PAGE 2372, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

M. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 8620, PAGE 2652, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

N. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 8631, PAGE 2826, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

O. MEMORANDUM OF SHOPPING CENTER LEASE, RECORDED IN OFFICIAL RECORDS BOOK 8648, PAGE 681, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

P. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 8697, PAGE 391, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

R. DECLARATION OF CONSENT TO JURISDICTION OF WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS, RECORDED IN OFFICIAL RECORDS BOOK 8800, PAGE 2749, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

S. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 8806, PAGE 2015, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

T. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 8900, PAGE 2836, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

U. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (AS EVIDENCE OF UNRECORDED LEASE), RECORDED IN OFFICIAL RECORDS BOOK 8943, PAGE 3154, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

V. MEMORANDUM OF UNDERSTANDING BETWEEN SEMBLER WINTER GARDEN PARTNERSHIP #1, LTD. AND CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR WINTER GARDEN VILLAGE AT FOWLER GROVES, RECORDED IN OFFICIAL RECORDS BOOK 8971, PAGE 1568, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

W. TRANSIT LICENSE AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 8971, PAGE 1631, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

X. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 8985, PAGE 622, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Y. ASSIGNMENT OF DEVELOPMENT RIGHTS, RECORDED IN OFFICIAL RECORDS BOOK 9132, PAGE 1104, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Z. ENCROACHMENT EASEMENT AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 9182, PAGE 713, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZA. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 9230, PAGE 1851, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZB. FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 9339, PAGE 2944, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZC. MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WINTER GARDEN VILLAGE AT FOWLER GROVES, RECORDED IN OFFICIAL RECORDS BOOK 9339, PAGE 2987, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZD. RIGHT-OF-WAY MAINTENANCE AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 9339, PAGE 3060, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZE. EASEMENT DEED - COMMUNICATION SYSTEM RIGHT-OF-WAY AND EASEMENT DEED, RECORDED IN OFFICIAL RECORDS BOOK 9365, PAGE 4080, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZF. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (AS EVIDENCE OF UNRECORDED LEASE), RECORDED IN OFFICIAL RECORDS BOOK 9428, PAGE 2031, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZG. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 9473, PAGE 620, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZH. FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WINTER GARDEN VILLAGE AT FOWLER GROVES, RECORDED IN OFFICIAL RECORDS BOOK 9556, PAGE 2777, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZI. BILL OF SALE, RECORDED IN OFFICIAL RECORDS BOOK 9587, PAGE 2482, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZJ. BILL OF SALE, RECORDED IN OFFICIAL RECORDS BOOK 9587, PAGE 2486, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZK. FIRST AMENDMENT TO RIGHT-OF-WAY MAINTENANCE AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 9596, PAGE 1889, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZL. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 9602, PAGE 4963, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZM. DISTRIBUTION EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 9620, PAGE 4186, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZN. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 9631, PAGE 1393, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZO. DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT, RECORDED IN OFFICIAL RECORDS BOOK 9680, PAGE 4767, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZP. CORRECTIVE MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 9699, PAGE 411, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZR. AGREEMENT BETWEEN THE WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT AND SEMBLER WINTER GARDEN PARTNERSHIP #1, LTD., REGARDING DEVELOPER CONTRIBUTION AND THE PAYMENT OF DEFERRED COSTS FOR CERTAIN IMPROVEMENTS, RECORDED IN OFFICIAL RECORDS BOOK 9771, PAGE 948, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZS. MEMORANDUM OF AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 9771, PAGE 1067, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZT. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (AS EVIDENCE OF UNRECORDED LEASE), RECORDED IN OFFICIAL RECORDS BOOK 9771, PAGE 1130, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZU. ASSIGNMENT OF DEVELOPMENT RIGHTS, RECORDED IN OFFICIAL RECORDS BOOK 9782, PAGE 987, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZV. DECLARATION REGARDING OUTPARCELS, RECORDED IN OFFICIAL RECORDS BOOK 9786, PAGE 4966, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZW. NOTICE, RECORDED IN OFFICIAL RECORDS BOOK 9789, PAGE 4952, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZX. MEMORANDUM OF LEASE AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 9844, PAGE 4955, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZY. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 10090, PAGE 8616, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZ. NON-DISTURBANCE AND ATTORNMENT AGREEMENT (AS EVIDENCE OF UNRECORDED LEASE), RECORDED IN OFFICIAL RECORDS BOOK 10192, PAGE 1365, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZB. SECOND AMENDMENT TO CITY OF WINTER GARDEN DEVELOPMENT ORDER FOR WINTER GARDEN VILLAGE AT FOWLER GROVES, RECORDED IN OFFICIAL RECORDS BOOK 10504, PAGE 4636, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZC. ASSIGNMENT AND ASSUMPTION OF OPERATION AND EASEMENT AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 10604, PAGE 7039, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZD. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 10632, PAGE 4504, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZE. MEMORANDUM OF LEASE AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 10988, PAGE 8689, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZF. SATISFACTION OF DEFERRED PAYMENT OBLIGATION, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20160621554, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZG. AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20170387614, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZH. WINTER GARDEN VILLAGE AT FOWLER GROVES COMMUNITY DEVELOPMENT DISTRICT NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2016, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20170387615, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZI. MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20180203388, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZJ. GENERATOR EASEMENT AGREEMENT, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20200119889, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZK. AMENDED MEMORANDUM OF LEASE AGREEMENT, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20210092053, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZM. NOTICE OF COMMENCEMENT (10/17/2023), RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20230601915, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZN. NOTICE OF COMMENCEMENT (01/23/2024), RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240043068, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZP. NOTICE OF COMMENCEMENT (05/03/2024), RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240258314, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZQ. MEMORANDUM OF GROUND LEASE, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240262941, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZR. MEMORANDUM OF GROUND LEASE, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240263067, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZS. MEMORANDUM OF GROUND LEASE, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240263070, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZT. MEMORANDUM OF GROUND LEASE, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240263106, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZU. MEMORANDUM OF GROUND LEASE, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240263144, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZV. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240265125, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZW. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240265320, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZX. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240265348, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZY. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240265650, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZZ. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240266160, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZZA. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240266218, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZZB. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240266239, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZZC. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240266354, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZZD. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240266361, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZZE. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240266833, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZZF. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240266981, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZZG. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240266988, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZZH. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240267030, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZZI. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240267096, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ZZZJ. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 20240267125, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LEGEND

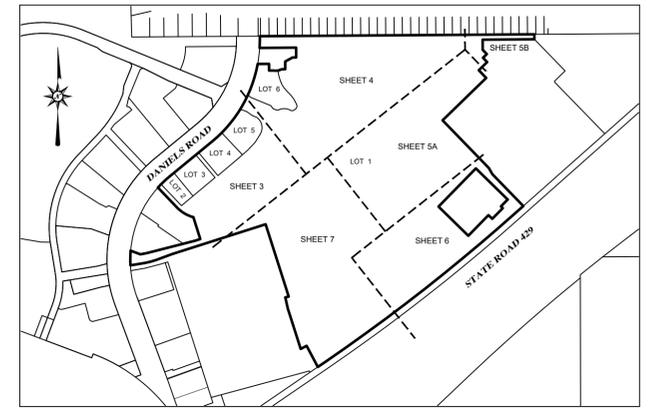
■ SET 4"x4" CONCRETE MONUMENT "PRM LB 6846" UNLESS NOTED	PRM	PERMANENT REFERENCE MONUMENT
▲ SET NAIL AND DISK "PRM LB 6846"	PSM	PROFESSIONAL SURVEYOR & MAPPER
■ FOUND 4"x4" CONCRETE MONUMENT	LB	LICENSED BUSINESS
△ SET NAIL AND DISK "LB 6846"	NT	NON-TANGENT / POINT OF NON-TANGENCY
⊙ SET WITNESS NAIL AND DISK "PRM LB 6846"	NO	NUMBER
	HWY.	HIGHWAY
P.O.B. POINT OF BEGINNING	F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
P.B. PLAT BOOK	RLS	REGISTERED LICENSED SURVEYOR
O.R. OFFICIAL RECORDS BOOK	O/A	OVERALL
PG./PGS. PAGE/PAGES	NR	NOT RADIAL
R/W RIGHT OF WAY		



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WINTER GARDEN VILLAGE AT FOWLER GROVES REPLAT

BEING A REPLAT OF A PORTION OF LOT 1 - BLOCK 3, WINTER GARDEN VILLAGE AT FOWLER GROVES AS RECORDED IN P.B. 69, PAGES 82-86, LOCATED IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST AND SECTION 2, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

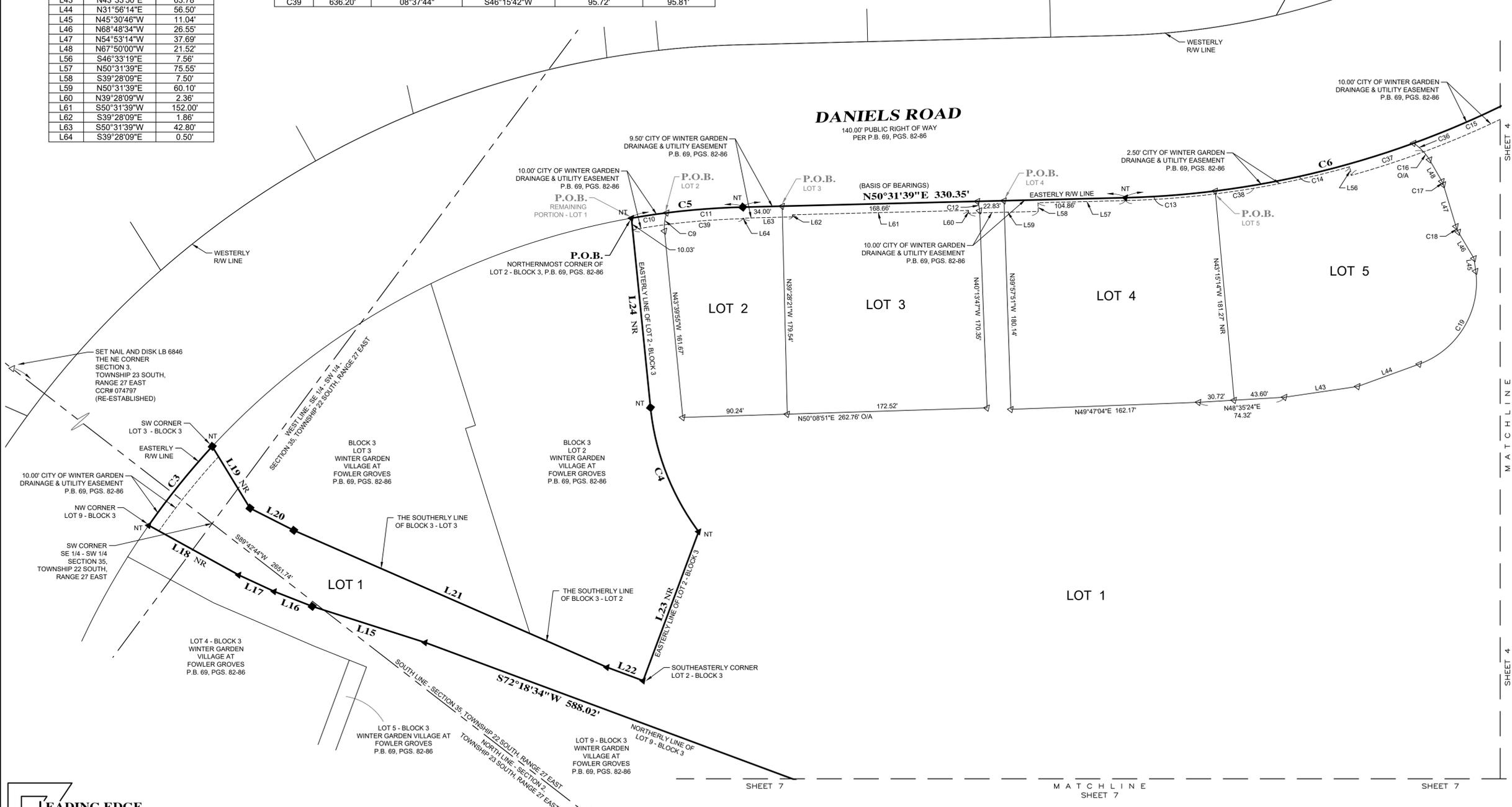
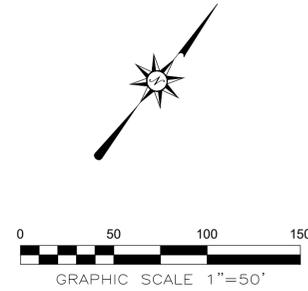


KEY MAP
(NOT TO SCALE)

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C3	646.20'	07°45'27"	N00°46'05"E	87.42'	87.49'
C4	216.00'	30°50'25"	N59°15'18"W	114.87'	116.26'
C5	646.20'	08°34'15"	N48°17'55"E	96.58'	96.67'
C6	786.20'	40°07'42"	N30°25'48"E	539.45'	550.63'
C9	37.69'	24°10'23"	S30°58'51"E	15.78'	15.90'
C10	646.20'	02°44'00"	S43°22'47"W	30.82'	30.83'
C11	646.20'	05°50'15"	S47°39'54"W	65.81'	65.84'
C12	29.88'	15°48'22"	N50°43'51"W	8.22'	8.24'
C13	786.20'	05°39'49"	N47°39'43"E	77.68'	77.72'
C14	786.20'	12°52'05"	N38°23'45"E	176.20'	176.57'
C15	786.20'	07°31'52"	N28°11'46"E	103.27'	103.34'
C16	50.29'	22°41'34"	N81°52'59"W	19.79'	19.92'
C17	28.23'	06°13'08"	N61°52'50"W	3.06'	3.06'
C18	28.76'	10°25'21"	S60°33'12"E	5.22'	5.23'
C19	75.00'	77°27'00"	N06°47'16"W	93.84'	101.38'
C36	50.29'	12°59'25"	N86°44'03"W	11.38'	11.40'
C37	796.20'	04°43'50"	N33°56'02"E	65.72'	65.74'
C38	788.70'	14°15'46"	N43°21'45"E	195.83'	196.33'
C39	636.20'	08°37'44"	S46°15'42"W	95.72'	95.81'

LINE TABLE

LINE	BEARING	DISTANCE
L15	S69°41'47"W	102.37'
L16	S73°19'01"W	35.17'
L17	S76°49'01"W	33.78'
L18	S80°48'27"W	88.72'
L19	S69°31'05"E	62.46'
L20	N78°48'16"E	42.39'
L21	N75°32'53"E	295.01'
L22	N72°17'49"E	33.24'
L23	N17°37'47"W	137.23'
L24	N43°48'34"W	164.28'
L43	N43°33'50"E	63.78'
L44	N31°56'14"E	56.50'
L45	N45°30'46"W	11.04'
L46	N68°48'34"W	26.55'
L47	N54°53'14"W	37.69'
L48	N67°50'00"W	21.52'
L56	S46°33'19"E	7.56'
L57	N50°31'39"E	75.55'
L58	S39°28'09"E	7.50'
L59	N50°31'39"E	60.10'
L60	N39°28'09"W	2.36'
L61	S50°31'39"W	152.00'
L62	S39°28'09"E	1.86'
L63	S50°31'39"W	42.80'
L64	S39°28'09"E	0.50'



**LEADING EDGE
LAND SERVICES**
INCORPORATED

8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809

PHONE:(407) 351-6730
FAX:(407) 351-9691
WEB:www.leadingedgeils.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

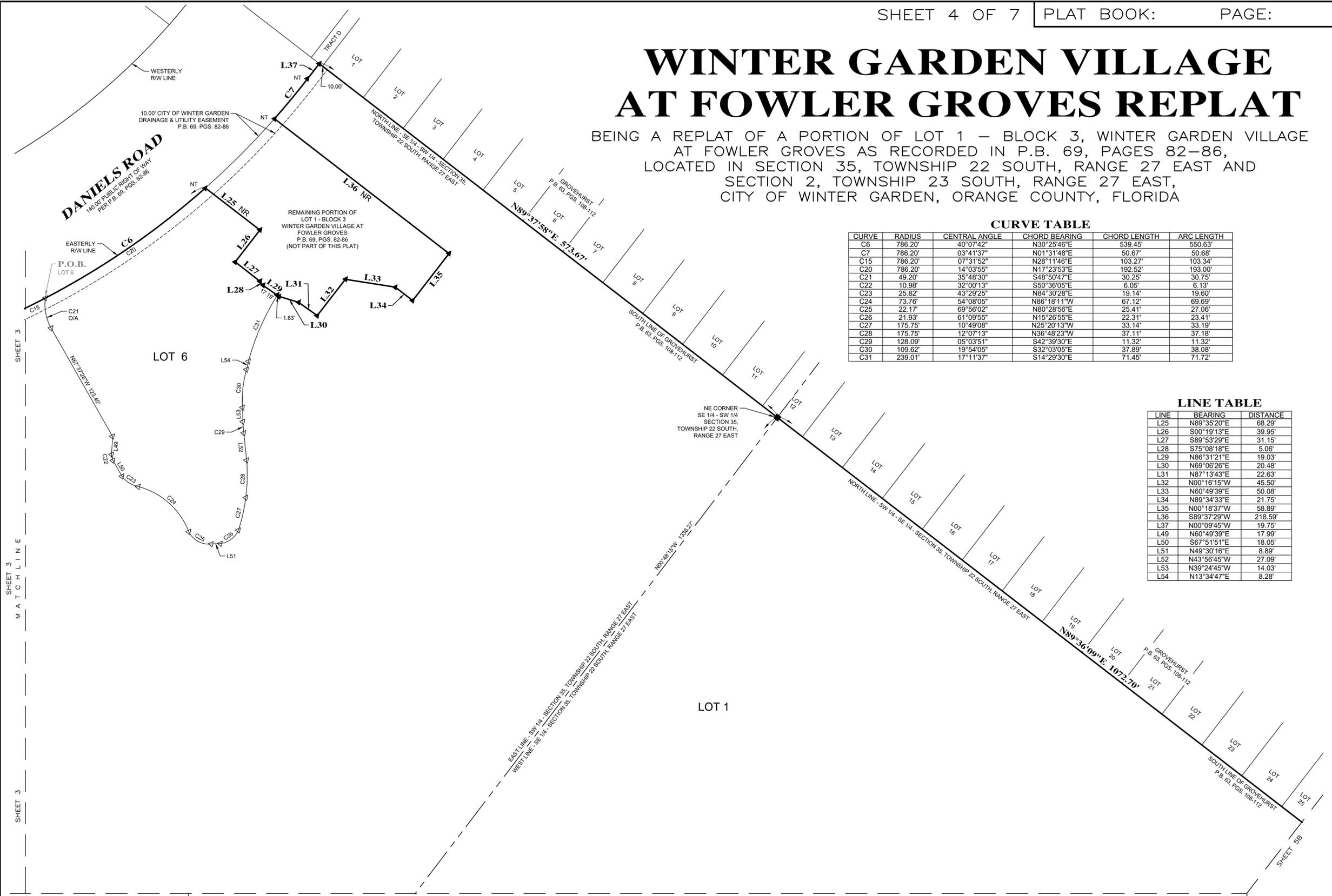
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SHEET 4
MATCHLINE
SHEET 4
SHEET 4

SHEET 7 MATCHLINE SHEET 7 SHEET 7

WINTER GARDEN VILLAGE AT FOWLER GROVES REPLAT

BEING A REPLAT OF A PORTION OF LOT 1 – BLOCK 3, WINTER GARDEN VILLAGE AT FOWLER GROVES AS RECORDED IN P.B. 69, PAGES 82–86, LOCATED IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST AND SECTION 2, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA



CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C6	786.20'	40°07'42"	N30°25'46"E	539.45'	550.63'
C7	786.20'	03°41'37"	N01°31'48"E	50.67'	50.68'
C15	786.20'	07°31'52"	N28°11'46"E	103.27'	103.34'
C20	786.20'	14°03'55"	N17°23'53"E	192.52'	193.00'
C21	49.20'	35°48'30"	S48°50'47"E	30.25'	30.75'
C22	10.98'	32°00'13"	S50°36'05"E	6.05'	6.13'
C23	25.82'	43°29'25"	N84°30'28"E	19.14'	19.60'
C24	73.76'	54°08'05"	N86°18'11"W	67.12'	69.69'
C25	22.17'	69°56'02"	N80°28'56"E	25.41'	27.06'
C26	21.93'	61°09'55"	N15°26'55"E	22.31'	23.41'
C27	175.75'	10°49'08"	N25°20'13"W	33.14'	33.19'
C28	175.75'	12°07'13"	N36°48'23"W	37.11'	37.18'
C29	128.09'	05°03'51"	S42°39'30"E	11.32'	11.32'
C30	109.62'	19°54'05"	S32°03'05"E	37.89'	38.08'
C31	239.01'	17°11'37"	S14°29'30"E	71.45'	71.72'

LINE TABLE

LINE	BEARING	DISTANCE
L25	N89°35'20"E	68.29'
L26	S00°19'13"E	39.95'
L27	S89°53'29"E	31.15'
L28	S75°08'18"E	5.06'
L29	N86°31'21"E	19.03'
L30	N69°06'26"E	20.48'
L31	N87°13'43"E	22.63'
L32	N00°16'15"W	45.50'
L33	N60°49'39"E	50.08'
L34	N89°34'33"E	21.75'
L35	N00°18'37"W	58.89'
L36	S89°37'29"W	218.59'
L37	N00°09'45"W	19.75'
L49	N60°49'39"E	17.99'
L50	S67°51'51"E	18.05'
L51	N49°30'16"E	8.89'
L52	N43°56'45"W	27.09'
L53	N39°24'45"W	14.03'
L54	N13°34'47"E	8.28'

**LEADING EDGE
LAND SERVICES
INCORPORATED**

8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809

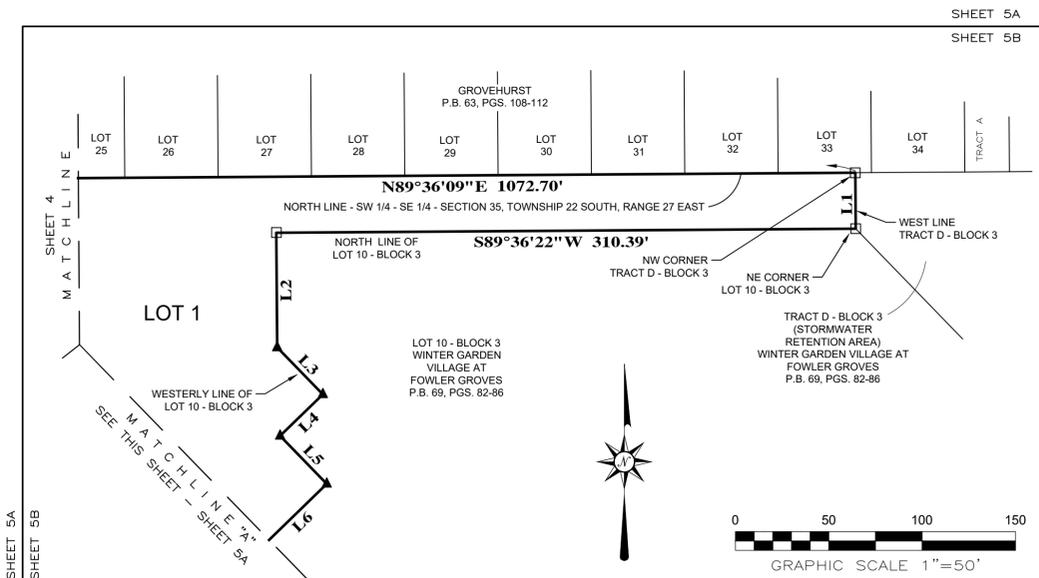
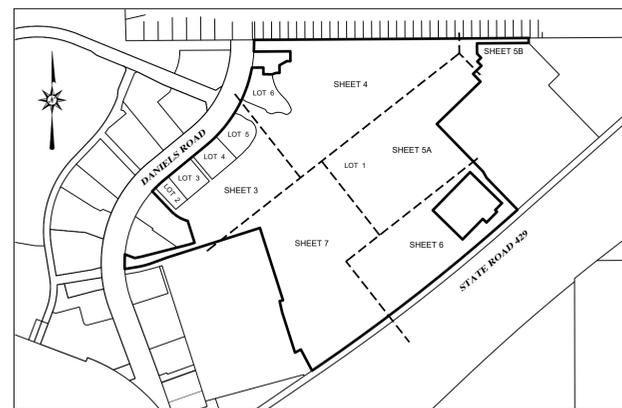
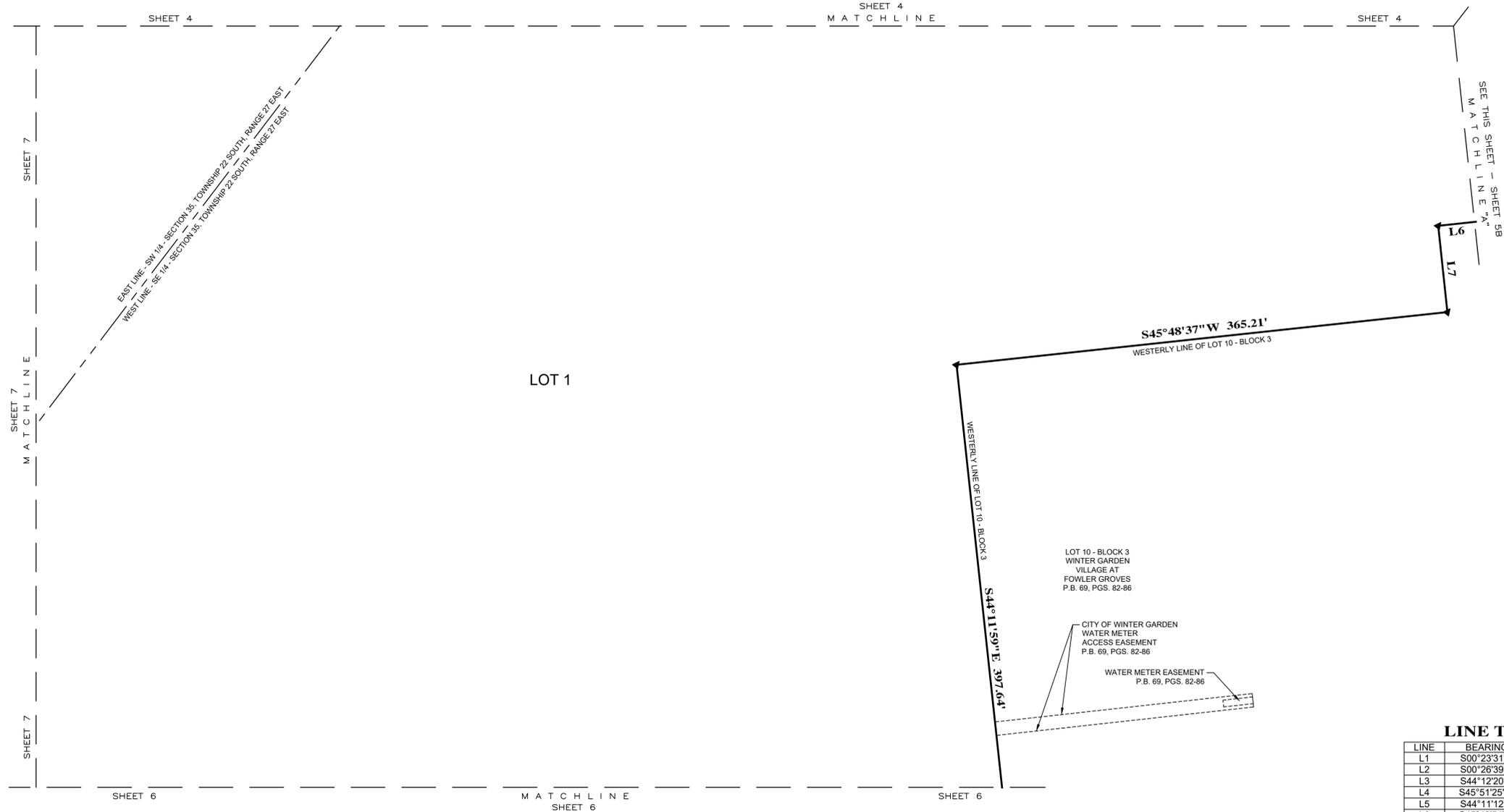
PHONE: (407) 351-6730
FAX: (407) 351-9691
WEB: www.leadingedgeels.com

**KEY MAP
(NOT TO SCALE)**

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WINTER GARDEN VILLAGE AT FOWLER GROVES REPLAT

BEING A REPLAT OF A PORTION OF LOT 1 — BLOCK 3, WINTER GARDEN VILLAGE
AT FOWLER GROVES AS RECORDED IN P.B. 69, PAGES 82-86,
LOCATED IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST AND
SECTION 2, TOWNSHIP 23 SOUTH, RANGE 27 EAST,
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA



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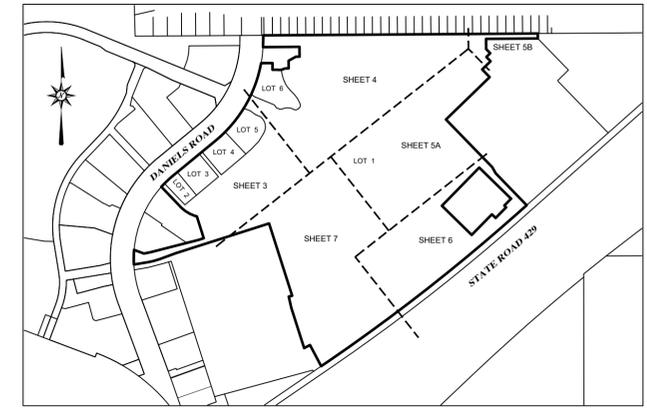
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FLORIDA LICENSED BUSINESS NUMBER LB 6846

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WINTER GARDEN VILLAGE AT FOWLER GROVES REPLAT

BEING A REPLAT OF A PORTION OF LOT 1 — BLOCK 3, WINTER GARDEN VILLAGE
AT FOWLER GROVES AS RECORDED IN P.B. 69, PAGES 82-86,
LOCATED IN SECTION 35, TOWNSHIP 22 SOUTH, RANGE 27 EAST AND
SECTION 2, TOWNSHIP 23 SOUTH, RANGE 27 EAST,
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

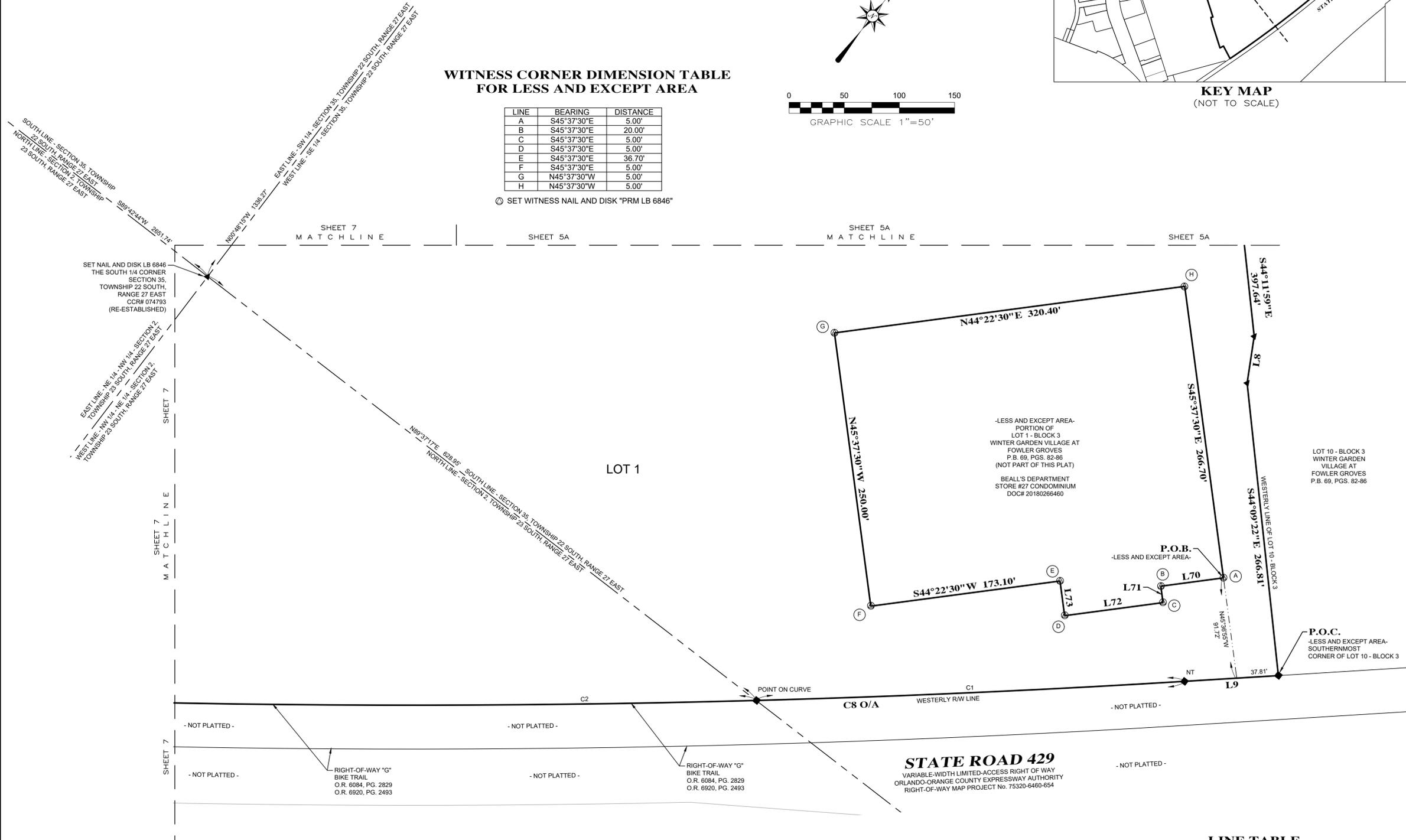


KEY MAP
(NOT TO SCALE)

**WITNESS CORNER DIMENSION TABLE
FOR LESS AND EXCEPT AREA**

LINE	BEARING	DISTANCE
A	S45°37'30"E	5.00'
B	S45°37'30"E	20.00'
C	S45°37'30"E	5.00'
D	S45°37'30"E	5.00'
E	S45°37'30"E	36.70'
F	S45°37'30"E	5.00'
G	N45°37'30"W	5.00'
H	N45°37'30"W	5.00'

Ⓢ SET WITNESS NAIL AND DISK "PRM LB 6846"



-LESS AND EXCEPT AREA-
PORTION OF
LOT 1 - BLOCK 3
WINTER GARDEN VILLAGE AT
FOWLER GROVES
P.B. 69, PGS. 82-86
(NOT PART OF THIS PLAT)
BEALL'S DEPARTMENT
STORE #27 CONDOMINIUM
DOC# 20180266460

LOT 10 - BLOCK 3
WINTER GARDEN
VILLAGE AT
FOWLER GROVES
P.B. 69, PGS. 82-86

P.O.C.
-LESS AND EXCEPT AREA-
SOUTHERNMOST
CORNER OF LOT 10 - BLOCK 3

STATE ROAD 429
VARIABLE-WIDTH LIMITED-ACCESS RIGHT OF WAY
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
RIGHT-OF-WAY MAP PROJECT No. 75320-6460-654

LINE TABLE

LINE	BEARING	DISTANCE
L8	S29°27'54"E	42.89'
L9	S48°25'18"W	85.27'
L70	S44°22'30"W	57.30'
L71	S45°37'30"E	15.00'
L72	S44°22'30"W	90.00'
L73	N45°37'30"W	31.70'

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	11378.16'	01°57'21"	S49°23'09"W	388.41'	388.43'
C2	11378.16'	05°12'48"	S52°58'10"W	1034.97'	1035.32'
C8	11378.16'	07°10'10"	S51°59'31"W	1422.82'	1423.75'

**LEADING EDGE
LAND SERVICES**
INCORPORATED
8802 EXCHANGE DRIVE
ORLANDO, FLORIDA 32809
PHONE:(407) 351-6730
FAX:(407) 351-9691
WEB:www.leadingedge.com

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BY 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.

WINTER GARDEN VILLAGE AT FOWLER GROVES REPLAT

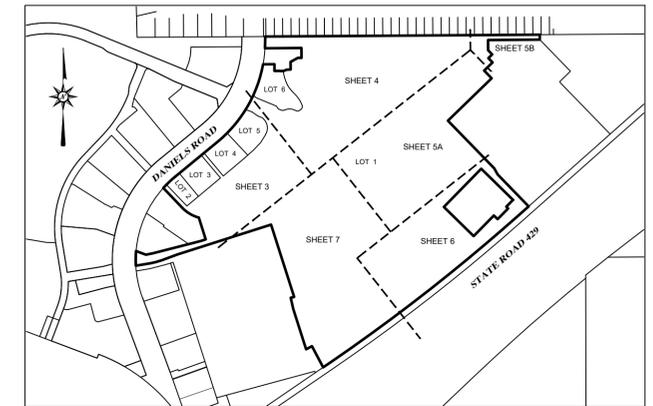
BEING A REPLAT OF A PORTION OF LOT 1 -
BLOCK 3, WINTER GARDEN VILLAGE AT FOWLER GROVES
AS RECORDED IN P.B. 69, PAGES 82-86,
LOCATED IN SECTION 35,
TOWNSHIP 22 SOUTH, RANGE 27 EAST AND
SECTION 2, TOWNSHIP 23 SOUTH, RANGE 27 EAST,
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA

LINE TABLE

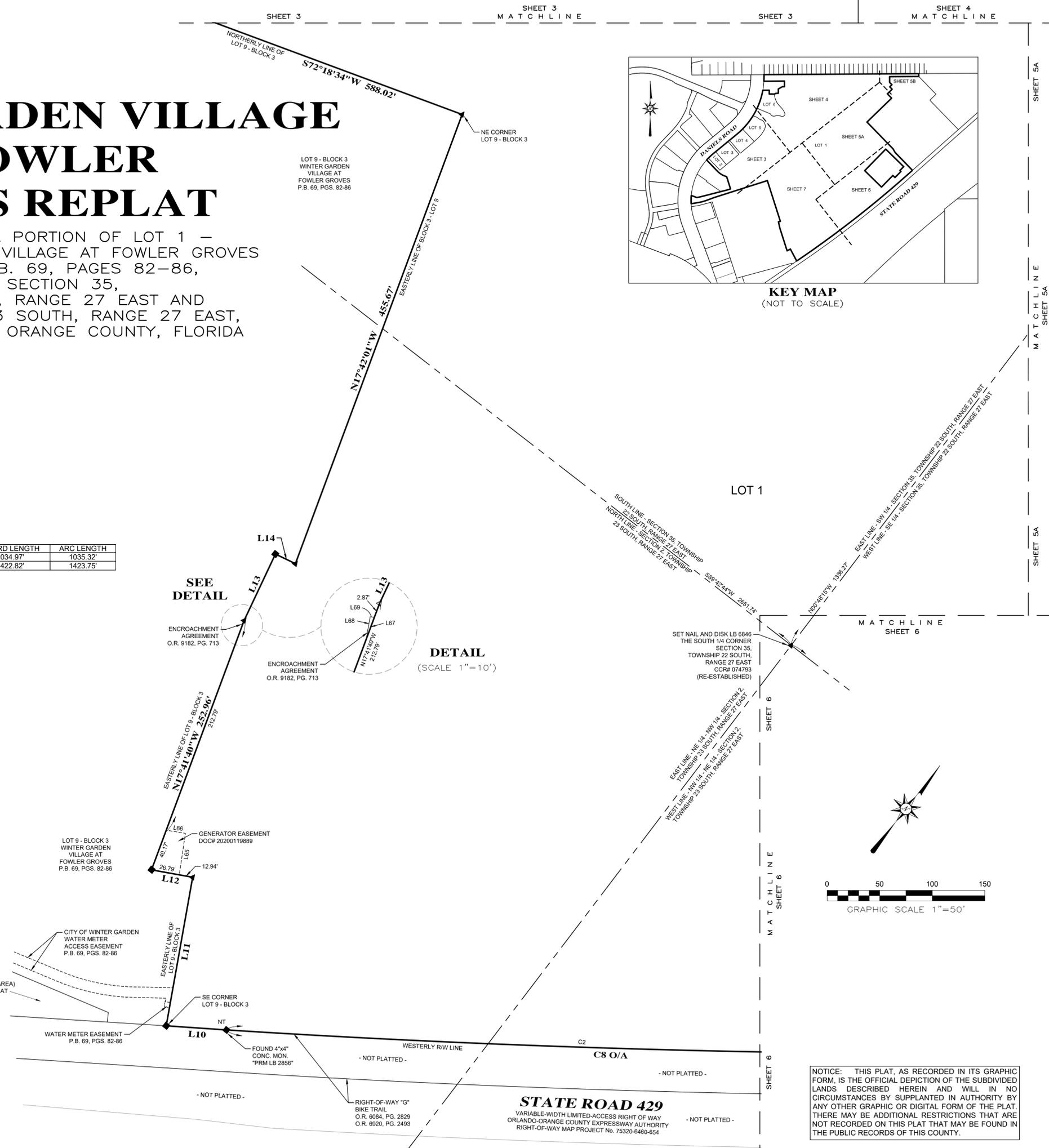
LINE	BEARING	DISTANCE
L10	S55°52'23"W	57.42'
L11	N27°58'19"W	143.49'
L12	S62°11'27"W	39.73'
L13	N12°50'01"W	69.85'
L14	N77°41'55"E	21.10'
L65	S29°37'38"E	39.87'
L66	N61°14'53"E	18.47'
L67	S17°41'40"E	4.47'
L68	N27°58'05"W	4.40'
L69	N62°01'55"E	0.80'

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C2	11378.16'	05°12'48"	S52°58'10"W	1034.97'	1035.32'
C8	11378.16'	07°10'10"	S51°59'31"W	1422.82'	1423.75'

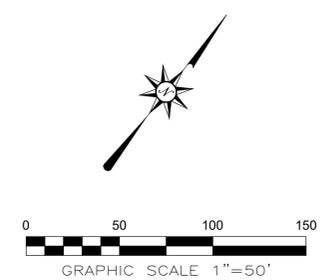


KEY MAP
(NOT TO SCALE)



SEE
DETAIL

DETAIL
(SCALE 1"=10')



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.

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FLORIDA LICENSED BUSINESS NUMBER LB 6846

STATE ROAD 429
VARIABLE-WIDTH LIMITED-ACCESS RIGHT OF WAY
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
RIGHT-OF-WAY MAP PROJECT No. 75320-6460-654

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: KELLY CARSON, PLANNING DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: FEBRUARY 19, 2025
SUBJECT: REVIEW OF REVISED FINAL PLAT – WG VILLAGE RE-PLAT
3017 DANIELS ROAD – 5th Review after Sufficiency

Pursuant to your request, we have reviewed the revised final plat information received from Planning 2/18/25 for compliance with the City's subdivision and site 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. This was submitted in response to our comments of 1/14/25 and DRC meeting of 8/14/24 where it was referred to staff review only.

ENGINEERING

Please have the Applicant address the following underlined comments in future submittals; non-underlined comments will become conditions of approval:

1. Planning Department shall review plat for compliance with the PCD zoning, including minimum buildable lot sizes, lighting, signage, landscaping, buffering, etc.
2. Certificates of Occupancy for any future building affected by this re-plat will not be issued until the site improvements have been approved by the City Engineer and the final plat has been approved and recorded.
3. See City Attorney and City Reviewing Surveyor comments – not available at the time of this review.
4. All recording information needs to be inserted where appropriate once available.
5. Transfer of all common areas, tracts, and easements to the POA and the City shall take place prior to, or with final plat recording (via deed). Draft deeds shall be submitted for the City Attorney and City's Reviewing Surveyor to review.
6. City Attorney shall review and approve the Dedication, POA/CCR's, and Surveyors Notes for maintenance responsibilities and City's ability to lien individual lot owners if City performs maintenance, etc.
7. Performance and Maintenance Bonds will not be required at this time as all improvements have been completed for some time. If additional improvements are to be included this requirement could change.
8. Lot numbering shall meet the requirements of Chapter 177 F.S.
9. The Declaration, if amended, shall provide easements for access, drainage, and utilities, as well as provisions for maintenance of common facilities (driveways, ponds, etc.). City Attorney shall review and approve the Dedication/CCR's, and Surveyors Notes for maintenance responsibilities and City's ability to lien individual lot owners if City performs maintenance, etc.
10. Tracts that contain required landscape buffers, drainage, walls (retaining or screen), common signage, etc. (i.e. Wall, landscape, and drainage easement), shall be maintained by the POA.
11. Design Engineer shall provide certification that he has reviewed the plat and, along with the Declaration, it provides all necessary easements for drainage, access and utilities.

12. Documentation (by Finance Department) that all outstanding fees owed the City for review by legal, surveying and engineering consultants shall be provided prior to final plat recording.

13. Additional comments may be generated at subsequent reviews.

CITY ATTORNEY

14. No further comments.

CITY SURVEYOR

15. No further comments.

PLANNING

16. All fees must be paid prior to final plat recording.

STANDARD GENERAL CONDITIONS

17. The Owner is responsible for meeting all provisions of ADA and Florida Accessibility Code.

18. All work shall conform to City of Winter Garden standards and specifications.

19. Fencing, shall meet all City requirements for height, type, etc. Chain link fencing, if used, shall be vinyl coated per Code.

20. 5' wide concrete sidewalks shall be constructed along all street frontages pursuant to City Code.

21. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.

22. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.

23. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.

24. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the building permit.

25. Additional comments will 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: Kelly Carson, Planning Director

Via: City Manager, Jon C. Williams

Date: February 20, 2025 **Meeting Date:** February 27, 2025

Subject: 426 West Plant Street.
Crooked Can Brewery – Celtic Fest 2025
PARCEL ID# 23-22-27-2888-05-021

Issue: Special Event approval for Plant Street Market to close South Central Avenue from Plant Street to Smith Street to proceed with their event, Celtic Fest, to be held at the Plant Street Market and on South Central Avenue on March 14, 15, and 16, 2025.

Discussion:
The owner of the property is requesting approval to hold the annual Crooked Can Celtic Fest event on March 14, 15, and 16, 2025. The event is proposed to be from 4:00 PM to 10:00 PM on Friday, 12:00 PM to 10:00 PM on Saturday, and from 12:00 PM to 6:00 PM on Sunday. This event proposes to close South Central Avenue, have several tents with food, a stage with live music on South Central Avenue, and would allow the sale and consumption of alcohol on the closed street.

Recommended Action:
Staff recommends approval of the event with conditions outlined in the attachment.

Attachment(s)/References:
Permit Application
Site Plan
Conditions of Approval

WINTER GARDEN – SPECIAL EVENT CONDITIONS OF APPROVAL

Event: Crooked Can – Celtic Fest 2025

Location: 426 West Plant Street
Crooked Can Brewery
PARCEL ID# 23-22-27-2888-05-021

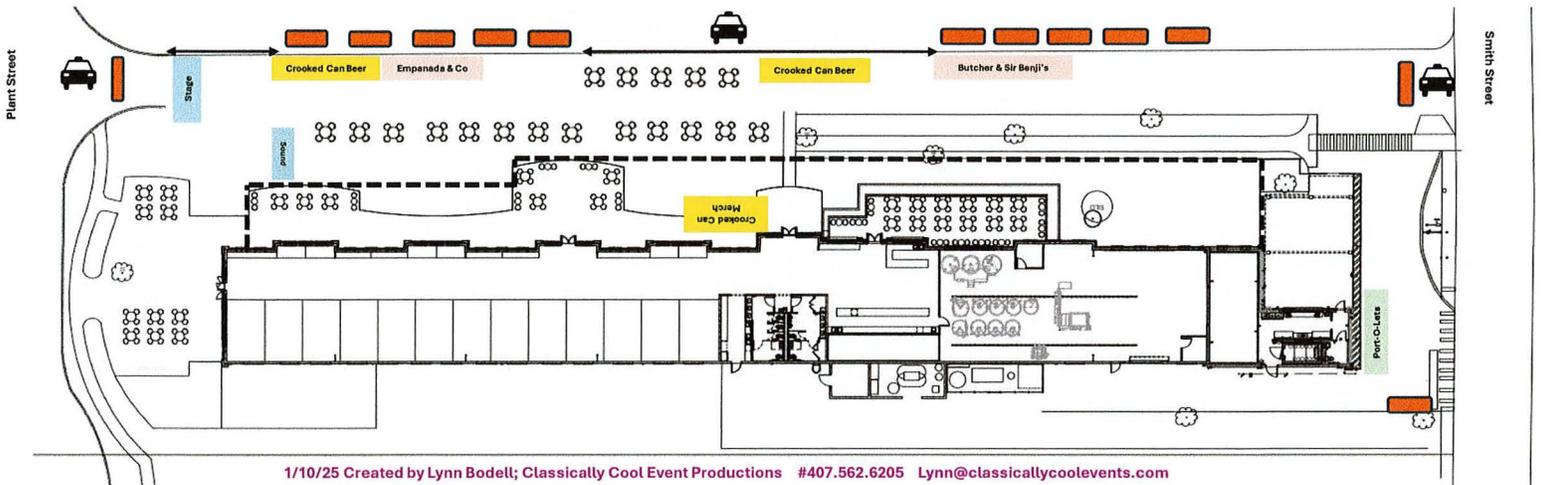
Date of Event: Friday, March 14, 2025 4:00 PM to 10:00 PM
Saturday, March 15, 2025 12:00 PM to 10:00 PM
Sunday, March 16, 2025 12:00 PM to 6:00 PM

Conditions of Approval:

- The Celtic Fest events cannot begin until after 12:00 pm daily.
- All live music shall end by 9:00 PM daily.
- All alcohol sales and service within the temporary outdoor areas and public rights-of-way shall end by 10:00 PM.
- A sound check shall be done in coordination with adjacent resident Phil Baker prior to the event.
- A temporary accessible parking stall shall be located in front of the BurgerFi building to account for the loss of accessible parking along Central Ave.
- Only two locations of any outdoor sales of alcohol are allowed and the locations need to be approved by the City.
- No glass is allowed in the street, alcohol must be served in opaque cups.
- Barricade fencing shall contain signage at all entrances stating “no alcohol beyond this point”
- All landscaping shall be protected from pedestrian traffic. All damaged landscaping shall be replaced within one week of this event.
- Crooked Can shall hire three off-duty police officers to work at the event to ensure state and local laws are followed.
- No waivers from the noise ordinance are being granted as part of this approval, the event is subject to all conditions outlined in Chapter 38, Article IV of the City Code.
- The owner is responsible for supplying bathroom facilities to accommodate the guests.
- Parking – this event cannot impact downtown parking.
- 50% of the total tent area shall be dedicated to food and non-alcohol vendors.
- Certificate of Insurance shall be provided prior to the event.
- A \$1,000.00 special event permit fee is required for this event.

Crooked Can Brewing Company Celtic Fest Festival Map

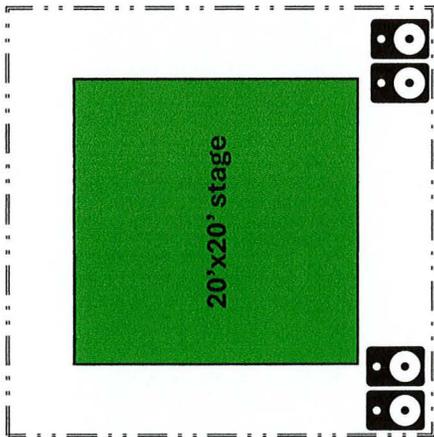
March 14-16, 2025



1/10/25 Created by Lynn Bodell; Classically Cool Event Productions #407.562.6205 Lynn@classicallycoolevents.com

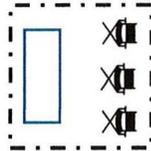
**Crooked Can Brewing Company
Celtic Fest 2025 Tent & Stage Rentals**

30' x 30' Gable Main Stage Tent



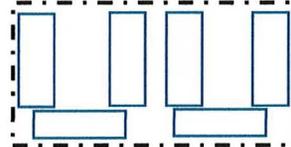
Equipment under the tent:
Musicians and their instruments
Sound & Light production equipment; speakers, microphones

10' x 10' Sound Tent



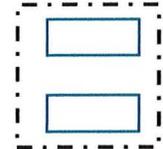
Equipment under the tent:
6' table with Sound
equipment
Chairs

10'x20' Butcher & Sir Benji's Tent



Equipment under the tent:
6' tables for food vendors
Market lights

10'x10' Empanada Tent



Equipment under the tent:
6' tables for food vendor
Market lights



RECEIVED

JAN 13 2025

CITY OF WINTER GARDEN BUILDING DEPARTMENT

COMMUNITY DEVELOPMENT DEPARTMENT BUILDING DIVISION 300 WEST PLANT STREET WINTER GARDEN, FLORIDA 34787

P: 407.877.5136 F: 407.656.0839 WWW.WINTERGARDEN-FL.GOV

OPEN-AIR SPECIAL EVENT PERMIT APPLICATION FOR PRIVATE PROPERTY

PLEASE BRING ALL OF THE FOLLOWING ITEMS THAT APPLY WHEN SUBMITTING YOUR APPLICATION.

- USE OF PROPERTY - PROOF OF REAL PROPERTY OWNER'S OR LESSEE'S PERMISSION IF REGULATED BY THE STATE OF FLORIDA, A COPY OF THE STATE LICENSE, AND INSURANCE. SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES. NON-PROFIT ORGANIZATIONS/BUSINESSES (501/3(c))- MUST PROVIDE PROOF OF NON-PROFIT STATUS. COPY OF APPLICANT'S INSURANCE CERTIFICATE. IF THE EVENT USES PUBLIC RIGHTS-OF-WAY OR CITY PROPERTY TO SUPPORT THE EVENT THE APPLICANT NEEDS TO NAME THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.

LIMITS WILL IN MOST INSTANCES BE REQUIRED IN THE FOLLOWING AMOUNTS:

- GENERAL AGGREGATE 1,000,000
PRODUCTS AGGREGATE 1,000,000
PERSONAL & ADVERTISING INJURY 250,000 EACH OCCURRENCE 250,000
FIRE LEGAL LIABILITY 50,000
MEDICAL PAYMENTS 2,000

CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS AND GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

- PROMOTIONAL EVENT: \$0.00 APPLICATION / PERMIT FEE
APPLICATION FEE: \$25.00 (NON-REFUNDABLE - WILL APPLY TO PERMIT FEE UPON APPROVAL)
PERMIT FEE: IF <= 15 DAYS \$50.00; IF >15 DAYS \$100.00 (NO PRO-RATIONS)

REQUIREMENTS

PLEASE NOTE: IT SHALL BE UNLAWFUL FOR ANY OPEN AIR VENDOR TO OPERATE WITHOUT VALID OPEN AIR VENDOR PERMIT GRANTED BY THE CITY MANAGER, AND ANY SUCH INFRACTION SHALL BE PUNISHED AS SET FORTH IN CHAPTER 2, ARTICLE II OF THE CITY CODE. (REFERENCE ORDINANCE 09-25)

- 1. PERMIT: APPLICATION FOR PERMIT MUST BE SUBMITTED A MINIMUM OF TWO (2) WEEKS PRIOR TO SPECIAL EVENT.
2. BUSINESS TAX RECEIPT IF THE SALE OR EVENT IS PART OF AN OWNER OCCUPIED EVENT OR SALE, ONLY THE EVENT PERMIT WILL BE CHARGED. HOWEVER; IF THE EVENT OR SALE IS A NON-OWNER OR ON-SITE BUSINESS, THE VENDOR WILL BE REQUIRED TO PAY A BUSINESS TAX FEE. CHARITABLE ORGANIZATIONS OR 501/3(S) AGENCIES CAN REQUEST A WAIVER OF THE APPLICATION FEE, PERMIT FEE, AND BUSINESS TAX RECEIPT. THIS REQUEST MUST BE SUBMITTED IN WRITING TO THE CITY MANAGER.
3. FOOD VENDING: THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS OFFICE NO LATER THAN THREE DAYS TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR WWW.MYFLORIDA.COM/DBPR FOR MORE INFORMATION.
4. ELECTRIC: IF ELECTRIC IS BEING USED AN ELECTRICAL PERMIT WILL BE REQUIRED.
5. NO ATTENTION GETTING DEVICES ALLOWED. (I.E. INFLATABLE BALLOONS, SEARCHLIGHTS, STREAMERS, AND FLAGS)



COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING DIVISION
 300 WEST PLANT STREET
 WINTER GARDEN, FLORIDA 34787

P: 407.877.5136
 F: 407.656.0839
 WWW.WINTERGARDEN-FL.GOV

OPEN-AIR SPECIAL EVENT PERMIT APPLICATION FOR PRIVATE PROPERTY

APPLICANT NAME: Crooked Can Brewing Company
ORGANIZATION/GROUP NAME: Crooked Can Brewing Company LLC
NAME OF EVENT: Crooked Can - Celtic fest
BUSINESS ADDRESS: 426 West Plant Street
CITY: Winter Garden **STATE:** FL **ZIP:** 34787
BUSINESS PHONE: 407-267-2860 **BUSINESS FACSIMILE:** _____
EMAIL: calvin@crookedcan.com
MAILING ADDRESS (IF DIFFERENT FROM ABOVE): _____
CITY: _____ **STATE:** _____ **ZIP:** _____
FEIN: 46-5093645 **NON PROFIT** **CORPORATION** **INDIVIDUAL**
EVENT LOCATION: Plant Street & Central Ave
(MAP MUST BE ATTACHED)
CITY: Winter Garden **STATE:** FL **ZIP:** 34787

TYPE OF EVENT	EVENT DETAILS	EVENT EQUIPMENT
<input checked="" type="checkbox"/> FESTIVAL	<input type="checkbox"/> ADMISSION CHARGE/TICKET SALES	<input checked="" type="checkbox"/> AMPLIFIED SPEAKING/MUSIC
<input type="checkbox"/> EXHIBIT(S)	<input checked="" type="checkbox"/> ALCOHOL SERVED	<input checked="" type="checkbox"/> PORTABLE RESTROOMS
<input type="checkbox"/> CARNIVAL/CIRCUS/FAIR	<input checked="" type="checkbox"/> ALCOHOL SALES	<input type="checkbox"/> SPORTS EQUIPMENT
<input type="checkbox"/> GENERAL MEETING	<input type="checkbox"/> FIREWORKS/PYROTECHNICS	<input checked="" type="checkbox"/> STAGE/PROPS/PRODUCTION
<input type="checkbox"/> PARADE	<input checked="" type="checkbox"/> FOOD VENDORS: # OF _____	<input type="checkbox"/> INFLATABLE DEVICES
<input type="checkbox"/> SPORTING EVENT/COMPETITION	<input checked="" type="checkbox"/> MERCHANDISE VENDORS: # OF _____	<input type="checkbox"/> DUMPSTERS/RECEPTACLES
<input type="checkbox"/> WEDDING/RECEPTION	<input checked="" type="checkbox"/> OPEN TO PUBLIC	<input checked="" type="checkbox"/> COOKING EQUIPMENT USED
<input type="checkbox"/> REVIVAL	<input checked="" type="checkbox"/> STREET / SIDEWALK CLOSURE	<input type="checkbox"/> GAS <input type="checkbox"/> OPEN FLAME
<input type="checkbox"/> OTHER: (EXPLAIN)	<input type="checkbox"/> CITY WATER USED	<input checked="" type="checkbox"/> *TEMPORARY EVENT SIGNAGE
_____	<input type="checkbox"/> ELECTRIC USED	# OF: <u>10</u>
_____	<input checked="" type="checkbox"/> PREVIOUSLY HELD EVENT	SIZE(S): <u>Small</u>
_____	<input type="checkbox"/> OTHER: (EXPLAIN)	LOCATION: <u>Central Ave</u>
_____	_____	<input type="checkbox"/> TENTS - #OF: <u>6</u>
_____	_____	SIZE(S): <u>See Attached</u>
_____	_____	<input type="checkbox"/> OTHER: (EXPLAIN)
_____	_____	_____

*TEMPORARY EVENT SIGNAGE: COMMERCIAL/INDUSTRIAL ZONING DISTRICT (MAX SIGN COPY AREA = 75 SQ.FT.)
 RESIDENTIAL ZONING DISTRICT (MAX SIGN COPY AREA = 48 SQ.FT.)
 ALL EVENT SIGNAGE (MAX HEIGHT OF INDIVIDUAL SIGN = 8'; SETBACK = 15' FROM PROPERTY LINE)
 NO STREAMERS, PENNANTS, FLAGS, RIBBONS, SPINNERS, OR OTHER PROHIBITED DEVICES SHALL BE INCLUDED OR INCORPORATED WITH THE
 DISPLAY OF A BANNER. NO ATTENTION-GETTING DEVICES.



COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING DIVISION
 300 WEST PLANT STREET
 WINTER GARDEN, FLORIDA 34787

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 WWW.WINTERGARDEN-FL.GOV

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY OF THE ABOVE CHECKED ITEMS IF NECESSARY (USE BACK OF APPLICATION IF NECESSARY):

Replica of Oktoberfest 2024 - Previously Approved

DAYS AND HOURS OF EVENT:

START DATE: 3/14/25 END DATE: 3/16/2025

EVENT HOURS:

SUN	MON	TUE	WED	THU	FRI	SAT
					<u>4-10</u>	<u>12-10</u>

ESTIMATED DAILY ATTENDANCE:

SUN	MON	TUE	WED	THU	FRI	SAT
<u>12-6</u>						

HOURS OF AMPLIFIED SPEAKING/MUSIC: (IF DIFFERENT FROM ABOVE)

SUN	MON	TUE	WED	THU	FRI	SAT

HOURS OF STREET/SIDEWALK CLOSURE: (IF DIFFERENT FROM ABOVE)

SUN	MON	TUE	WED	THU	FRI	SAT

CONTACT PERSON: Alan DeKuyper
 ADDRESS: 426 West Plant Street
 CITY: Winter Garden STATE: FL ZIP: 34787
 PHONE: 407-267-2860 CELLULAR: /
 EMAIL: alan@ccoked.com

PROPERTY OWNER: Plant Street Market LLC
 ADDRESS: 426 West Plant Street
 CITY: Winter Garden STATE: FL ZIP: 34787
 PHONE: 407-267-2860 CELLULAR: /
 EMAIL: alan@ccoked.com



I, [Signature], CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IF ANY INFORMATION IS FOUND TO BE FALSE OR MISREPRESENTED, SUCH FACT MAY BE JUST CAUSE FOR IMMEDIATE REVOCATION OF ANY PERMIT ISSUED TO ME. IT IS FURTHER UNDERSTOOD THAT THIS PERMIT IS FOR THE PRIVILEGE OF ENGAGING IN THE BUSINESS PROFESSION OR OCCUPATION SHOWN AND ONLY AT THE LOCATION SHOWN HEREIN AND THAT I WILL COMPLY WITH THE CODE OF THE CITY OF WINTER GARDEN. FAILURE TO CORRECT CONDITIONS ON THE PREMISES THAT ARE IN VIOLATION OF THE CITY CODE WILL RESULT IN REVOCATION OF SAID PERMIT. I UNDERSTAND THAT CONDUCTING BUSINESS WITHOUT A PERMIT SHALL BE PUNISHED AS SET FORTH IN CHAPTER 2, ARTICLE II OF THE CITY CODE.

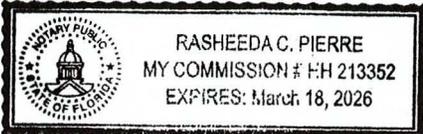
[Signature]
APPLICANT'S SIGNATURE

SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME THIS 13 DAY OF January, 20 25 BY Alan Delahunt, WHO DID NOT TAKE AN OATH.

- PERSONALLY KNOWN OR
- PRODUCED IDENTIFICATION / TYPE OF ID PRODUCED _____

Notary Seal

[Signature]
SIGNATURE OF NOTARY



NOTE: ANY PERMITTEE WHOSE OPEN AIR VENDOR PERMIT IS SUSPENDED OR REVOKED, OR ANY APPLICANT WHOSE APPLICATION FOR AN OPEN AIR VENDOR PERMIT IS DENIED PURSUANT TO CITY CODE SHALL RECEIVE A STATEMENT, IN WRITING, OUTLINING THE REASONS FOR SUCH SUSPENSION, REVOCATION, OR DENIAL OF THE PERMIT. AN APPLICANT MAY APPEAL SUCH SUSPENSION, REVOCATION OR DENIAL OF THE PERMIT TO THE CITY COMMISSION BY FILING A WRITTEN REQUEST FOR APPEAL WITH THE CITY CLERK, ACCOMPANIED BY THE ADMINISTRATIVE APPELLATE FEE AS PERIODICALLY DETERMINED BY THE CLERK'S OFFICE, WITHIN TEN (10) DAYS AFTER THE DATE OF THE WRITTEN SUSPENSION, REVOCATION OR DENIAL. APPEALS FROM DECISIONS OF THE CITY MANAGER'S OFFICE, INCLUDING DECISIONS OF REVOCATION OR SUSPENSION, MADE PURSUANT TO THIS ARTICLE SHALL BE ADDRESSED BY THE CITY COMMISSION. WHEN TIMELY FILED, AN APPEAL SHALL BE HEARD AT THE NEXT REGULARLY SCHEDULED CITY COMMISSION MEETING, WHICH MEETING IS SCHEDULED AT LEAST FOURTEEN (14) DAYS AFTER THE FILING OF SUCH APPEAL. APPEALS FROM THE DECISIONS OF THE CITY COMMISSION SHALL BE AS PROVIDED IN STATE STATUTE 98-32 OF THIS CODE.

FOR OFFICE USE ONLY
APPLICATION

TECHNICIAN INITIALS DRK DATE RECEIVED 01/13/25 FEES PAID

DATA CLERK INITIALS DRH DATE SCANNED 01/13/25

P & Z APPROVAL _____ DATE APPROVED _____

CITY MANAGER/DESIGNEE _____ DATE _____ APPROVAL YES NO

CONDITIONS _____

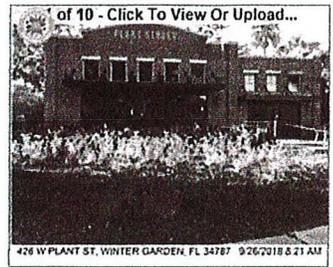


ORANGE COUNTY PROPERTY APPRAISER

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[Sign up for e-Notify...](#)

426 W Plant St < 23-22-27-2888-05-021 >



Name(s)	Physical Street Address
Plant Street Market LLC	426 W Plant St
Property Name	Postal City and Zipcode
Plant Street Market	Winter Garden, FL 34787
Mailing Address On File	Property Use
2218 Ridgewind Way	1105 - Retail Multi-Tenant
Windermere, FL 34786-5827	Municipality
Incorrect Mailing Address?	Winter Garden

View 2020 Property Record Card

- [Property Features](#)
- [Values, Exemptions and Taxes](#)
- [Sales Analysis](#)
- [Location Info](#)
- [Market Stats](#)
- [Update Information](#)

2021 values will be available in August of 2021.

Property Description

[View Plat](#)

FRIES PLAT OF WINTER GARDEN E/16 LOT 2 (LESS W 105 FT) BLK E

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
1105 - Retail Multi-Tenant	R-NC	40126.15 SQUARE FEET	working...	working...	working...	working...

Page 1 of 1 (1 total records)

Buildings

Important Information		Structure				
	Model Code:	04 - Commercial	Actual Year Built:	2015	Gross Area:	14083 sqft
	Type Code:	1105 - Retail Multi-Tenant	Beds:		Living Area:	13402 sqft
	Building Value:	working...	Baths:		Exterior Wall:	Common Brick
	Estimated New Cost:	working...	Floors:	1	Interior Wall:	Inexpensive, Minimal Materials

Page 1 of 1 (1 total records)

Extra Features

Description	Date Built	Units	XFOB Value
5481 - Medium Open Storage Bin	03/16/2015	1 Unit(s)	working...
6030 - Paved Asphalt	03/16/2015	8592 Unit(s)	working...
6141 - Patio 2	03/16/2015	1 Unit(s)	working...
6220 - Parking Space	03/16/2015	4 Unit(s)	working...
6141 - Patio 2	03/16/2015	1 Unit(s)	working...

Page 1 of 1 (5 total records)

What are you looking to do today? You can also type your question below.

Crooked Can Brewing Company
426 W. Plant Street
Winter Garden, Florida 34787



Festival map layout is the same direction as this Google map photo.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIV OF ALCOHOLIC BEVERAGES & TOBACCO

THE MANUFACTURER OF MALT BEVERAGES HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 563, FLORIDA STATUTES
SERIES: CMB

CROOKED CAN BREWING COMPANY LLC

CROOKED CAN BREWING COMPANY LLC
426 W PLANT STREET
WINTER GARDEN FL 34787

LICENSE NUMBER: WSL5808773

EXPIRATION DATE: SEPTEMBER 30, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/20/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: Jon C. Williams, City Manager

Date: February 20, 2025

Meeting Date: February 27, 2025

Subject: Request to approve Rotary Club “Evening at the Pops” concert event

Background Summary and Discussion:

The Rotary Club of Winter Garden is requesting approval to hold their annual Evening at the Pops event at Newton Park on Saturday, March 29, 2025 at 6:30 pm. Event set up and activities will be the similar to previous years. The Plant Street Pops Orchestra will be the musicians; they are a 31-piece orchestra (violins, woodwinds, horns, a vocalist, etc.).

Recommendation:

City Staff recommend approval of this event with the following condition:

- No outside alcohol is permitted for this event. Signage shall be placed prominently at the entry gates noting there is no outside alcohol allowed inside the event perimeter.



24-2893

CITY OF WINTER GARDEN
Community Development
300 West Plant Street
WINTER GARDEN, FL 34787

(407) 656-4111

WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENT APPLICATION

OFFICIAL USE ONLY

DATE RECEIVED: 11/06/24
PERMIT FEE Pd. ON: _____ INIT. _____

PER CITY CODE 27.1.3 "SPECIAL EVENTS" ARE DEFINED AS ANY PUBLIC ASSEMBLY OF 100 OR MORE PEOPLE IN ANY PARK, SIDEWALK, ALLEY, LAKE OR OTHER PUBLICALLY OWNED AREA. COMPLETED APPLICATIONS SHOULD BE SUBMITTED NO LESS THAN 30 DAYS PRIOR TO THE FIRST DATE OF THE PROPOSED EVENT. EVENTS THAT REQUIRE CLOSURE OF ANY CITY STREET OR ARE ANTICIPATED HAVING MORE THAN 500 PEOPLE IN ATTENDANCE WILL REQUIRE APPROVAL OF THE CITY COMMISSION.

SPECIAL EVENTS ON CITY PROPERTY WHERE 500 OR MORE PEOPLE ARE REASONABLY ANTICIPATED TO BE IN ATTENDANCE OR WHERE THERE ARE REQUESTS FOR STREET CLOSURES WILL REQUIRE PRIOR APPROVAL BY THE CITY COMMISSION, AT LEAST FOUR WEEKS PRIOR TO THE SCHEDULED EVENT. THE APPLICANT MUST COMPLETE ALL OF THE FOLLOWING INFORMATION.

DATE OF APPLICATION: November 1, 2024

ORGANIZATION/GROUP: Rotary Club of Winter Garden NON-PROFIT CORP INDIV.

NAME OF EVENT: EVENING AT THE POPS - Annual Charity Concert in the Park. Co-sponsored by the City of Winter Garden

CONTACT/REPRESENTATIVE: Matt McGrew, Fire Chief (Ret.), Rotary Club President PHONE # (407) 832-7915

ALT. PHONE #: Immediate Past President John Riordan (407) 761-3787 EMAIL: matt.mcgreg@hotmai.com

EVENT LOCATION: Newton Park & Tanner Hall, 29 W. Garden Ave. WG. PROPOSED DATES: 03-29-25, w/ rain date of 03-30-25

HOURS: Gate / Venue opens at 5PM - 10 PM, Music at 7PM ESTIMATED DAILY ATTENDANCE: 2,500

DATES & TIMES OF EVENT SETUP & BREAKDOWN:

SET UP: 7AM Saturday 03-30-25 BREAKDOWN: 1PM Monday 03-31-25

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT

- FESTIVAL
- EXHIBIT(S)
- CARNIVAL/CIRCUS/FAIR
- GENERAL MEETING
- PARADE
- BLOCK PARTY OR PICNIC
- SPORTING EVENT/COMPETITION
- WEDDING/RECEPTION
- REVIVAL
- OTHER (EXPLAIN)

Annual Charity Outdoor Concert

EVENT DETAILS

- ADMISSION CHARGE/TICKET SALES
- ALCOHOL SERVED
- ALCOHOL SALES
- FIREWORKS/PYROTECHNICS
- FOOD TRUCKS
- MERCH. VENDORS # OF: _____
- OPEN TO PUBLIC
- STREET/SIDEWALK CLOSURE
- HOURS OF: 06:30PM - 09:30PM
- CITY WATER USED
- EVENT HELP PREVIOUSLY
- CITY ELECTRIC USED

EQUIPMENT AT EVENT

- AMPLIFIED SPEAKING/MUSIC
- HOURS OF: 06:30PM - 09:30PM
- PORTABLE RESTROOMS
- SPORTS EQUIPMENT
- STAGE/PROPS/PRODUCTION
- TENTS # & SIZE OF: 40' x 60'
- TEMPORARY EVENT SIGNAGE
- DUMPSTERS/RECEPTACLES
- COOKING EQUIPMENT USED
- GAS OPEN FLAME
- OTHER (EXPLAIN): _____

May opt for an approved food vendor in lieu of any

food trucks.



CITY OF WINTER GARDEN
 Community Development
 300 West Plant Street
 WINTER GARDEN, FL 34787

(407) 656-4111
 WWW.WINTERGARDEN-FL.GOV

SPECIAL EVENTS

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

Rotary Club of Winter Garden's Annual Evening at the Pops Charity Concert in partnership with the City of Winter Garden (Co-Sponsor) & supported by City services.
 Newton Park & Tanner Hall secured for the entire day 7AM through 10PM day of the event. A temporary 40' x 60' concert tent will be erected on site to house the musicians.
 2/3 of Newton Park will be secured with a temporary perimeter fence with handicap entrance and egress points. Tanner Hall will be utilized as a VIP venue for the day.
 General Admission for the public on the fenced lawn will again be only \$10 per person. VIP Admission for Tanner Hall will be \$85 per person this year.
 Concert music will be provided by a 30-40 member Pops Orchestra (TBD). Announcements begin at 7PM, Music begins at 7:15PM and will conclude around 9:15PM
 Proposed: General parking would be Dr. Bradford Park, two overflow lots east of Trailer City, Health Central Park & Jessie Brock. Shuttle busses will be hired for the event.
 Proposed: VIP & Musician Parking would be in the Tanner Hall Lot. Rotarian Parking at the Boat Ramp & Golf Cart parking at the roundabout east of Little Hall.

No Application will be accepted unless the following items are included.

(APPROVAL PROCESS WILL NOT BEGIN UNTIL THE FOLLOWING IS SUBMITTED):

- COPY OF 501C-3 FORM SIGNIFYING NON-PROFIT STATUS (IF APPLICABLE)
- SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, VENDOR PLACEMENT, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES.
- COPY OF APPLICANT'S INSURANCE CERTIFICATE NAMING THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.
- IF ATTENDANCE IS REASONABLY ANTICIPATED TO BE GREATER THAN 100 PEOPLE, YOU SHOULD ALSO INCLUDE A PLAN FOR :
 - SANITATION – RESTROOM, PORT-O-LET PLACEMENT, POTABLE WATER, TRASH RECEPTACLES & COLLECTION PLAN, ETC.
 - PARKING AND TRAFFIC – REROUTING TRAFFIC AROUND BLOCKED STREETS, PARKING FOR EVENT PATRONS, ETC.
 - MEDICAL CARE – FIRST AID STATIONS, EMS SERVICES, AMBULANCE ON SITE, ETC.
 - SECURITY – OFF-DUTY OFFICERS SCHEDULES, SECURITY SERVICE UTILIZED, # OF EVENT STAFF IN ATTENDANCE, ETC.
- IF YOU WANT TO HAVE ANY SIGNAGE, PLEASE PROVIDE A SITE PLAN SHOWING WHERE SIGNS ARE PROPOSED (THE CITY PROHIBITS SNIPE SIGNS).

FOR OFFICIAL USE ONLY			
TECHNICIAN INITIAL: _____	DATE RECEIVED: _____	<input type="checkbox"/> FEE PAID	
CITY MANAGER/DESIGNEE: _____	DATE: _____	APPROVED: <input type="checkbox"/> YES / <input type="checkbox"/> NO	
CONDITIONS:			



Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8017002060C-1	04/25/2021	04/30/2026	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WINTER GARDEN ROTARY FOUNDATION INC
29 W GARDEN AVE
WINTER GARDEN FL 34787-2355

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

RECEIVED NOV 09 2014
2015

DEPARTMENT OF THE TREASURY

Date: **OCT 27 2015**

WINTER GARDEN ROTARY FOUNDATION INC
29 GARDEN AVE
WINTER GARDEN, FL 34787-0000

Employer Identification Number:
47-5277550
DLN:
26053696001595
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 6, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

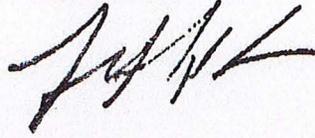
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

WINTER GARDEN ROTARY FOUNDATION INC

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey I. Cooper". The signature is stylized with a large initial "J" and a long horizontal stroke at the end.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements



+

Find address or place

Q

-

□

□

□





Rotary  PRESENTS
Club of Winter Garden



EVENING POPS

AT THE

featuring

THE
Plant Street Pops
ORCHESTRA



General Admission
\$10

FREE FOR CHILDREN
8 AND UNDER

MARCH 29

6:30 PM | NEWTON PARK

31 West Garden Avenue, Winter Garden

VIP TICKET **\$85**

Includes dinner, drinks, and
pre-show entertainment at
Tanner Hall, 6:00 PM. Advance
online purchase only.

NO OUTSIDE ALCOHOL

BEER, WINE & SELTZER AVAILABLE FOR PURCHASE
BRING A BLANKET • COME DANCE THROUGH THE DECADES!



More info at www.rotaryclubwintergarden.org

VOCALIST



SUZY PARK

GRAMMY NOMINATED



STEVE MORETTI

GRAMMY AWARD-WINNING



MATT CATTINGUB



TICKETS AVAILABLE AT:

bit.ly/4jt5K2q

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: Jon C. Williams, City Manager

Date: February 20, 2025 **Meeting Date:** February 27, 2025

Subject: **West Orange High – Sen’ya Later School Parade**

Issue: West Orange High School is requesting to hold a walking parade on Plant Street through downtown Winter Garden on Wednesday, May 14, 2025.

Discussion:
West Orange High School has submitted an application to hold their Sen’ya Later Parade on Wednesday, May 14, 2025 from 5:30 – 6:30 PM. They will stage everything in the parking lot at the southwest corner of East Plant Street and South Dillard Street and then the parade will follow the same route as usual west on Plant Street and turn around at Central Avenue to go back to the parking lot. This event will be students walking down Plant Street and will not include any vehicles other than one permitted golf cart.

Recommended Action:
Staff recommends approval of the walking parade.

Attachment(s)/References:
Permit Application and Parade Map
Conditions of Approval



25-0253

OPEN-AIR SPECIAL EVENT PERMIT APPLICATION FOR PRIVATE PROPERTY

APPLICANT NAME: Katherine Cramer-WOHS Senior Committee
ORGANIZATION/GROUP NAME: West Orange High School PTSO
NAME OF EVENT: Sen'ya Later Parade
BUSINESS ADDRESS: 1625 Beulah Avenue
CITY: Winter Garden STATE: FL ZIP: 34787
BUSINESS PHONE: 407-905-2400 BUSINESS FACSIMILE:
EMAIL: seniors@wohsptso.org

MAILING ADDRESS (IF DIFFERENT FROM ABOVE):
CITY: STATE: ZIP:
FEIN: NON PROFIT CORPORATION INDIVIDUAL
EVENT LOCATION: Walking parade down Plant Street, starting at 126 E. Plant St.
CITY: Winter Garden STATE: FL ZIP: 34787

Table with 3 columns: TYPE OF EVENT, EVENT DETAILS, EVENT EQUIPMENT. Includes checkboxes for various event types and equipment needs.

*TEMPORARY EVENT SIGNAGE: COMMERCIAL/INDUSTRIAL ZONING DISTRICT (MAX SIGN COPY AREA = 75 sq.ft.)
RESIDENTIAL ZONING DISTRICT (MAX SIGN COPY AREA = 48 sq.ft.)
ALL EVENT SIGNAGE (MAX HEIGHT OF INDIVIDUAL SIGN = 8'; SETBACK = 15' FROM PROPERTY LINE)
NO STREAMERS, PENNANTS, FLAGS, RIBBONS, SPINNERS, OR OTHER PROHIBITED DEVICES SHALL BE INCLUDED OR INCORPORATED WITH THE DISPLAY OF A BANNER. NO ATTENTION-GETTING DEVICES.



25-0253

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY OF THE ABOVE CHECKED ITEMS IF NECESSARY (USE BACK OF APPLICATION IF NECESSARY):

The WOHS PTSO is proposing that the City of Winter Garden help us celebrate the class of 2025.
We are requesting that the city block Plant St. from 5:30-6:30 (or whenever the last student clears and the city deems it safe to do so) so seniors can walk down Plant St. wearing their senior class shirts while waving farewell to family and friends. Those watching the students parade down Plant St. will line up along the parade route cheering, holding posters, etc. to celebrate their special senior. The gathering (beginning and ending point) to students will be the parking lot across from the First Baptist Church of Winter Garden. This event will allow family, friends and community members to attend a celebration in honor of the accomplishments of the class of 2025 while supporting downtown area in which they live. This will be our 5th year having this event and it has become a highly anticipated event and revered tradition for the school.

DAYS AND HOURS OF EVENT:

START DATE: 5-14-25 END DATE: 5-14-25

EVENT HOURS: _____

SUN	MON	TUE	WED	THU	FRI	SAT
_____	_____	_____	5:30-6:30pm	_____	_____	_____

ESTIMATED DAILY ATTENDANCE:

SUN	MON	TUE	WED	THU	FRI	SAT
_____	_____	_____	_____	_____	_____	_____

HOURS OF AMPLIFIED SPEAKING/MUSIC: (IF DIFFERENT FROM ABOVE)

SUN	MON	TUE	WED	THU	FRI	SAT
_____	_____	_____	_____	_____	_____	_____

HOURS OF STREET/SIDEWALK CLOSURE: (IF DIFFERENT FROM ABOVE)

SUN	MON	TUE	WED	THU	FRI	SAT
_____	_____	_____	_____	_____	_____	_____

CONTACT PERSON: Katherine Cramer

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ CELLULAR: 407-962-9611

EMAIL: seniors@wohsptso.org

PROPERTY OWNER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ CELLULAR: _____

EMAIL: _____



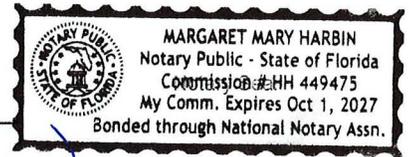
25-0253

I, Katherine Cramer, CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IF ANY INFORMATION IS FOUND TO BE FALSE OR MISREPRESENTED, SUCH FACT MAY BE JUST CAUSE FOR IMMEDIATE REVOCATION OF ANY PERMIT ISSUED TO ME. IT IS FURTHER UNDERSTOOD THAT THIS PERMIT IS FOR THE PRIVILEGE OF ENGAGING IN THE BUSINESS PROFESSION OR OCCUPATION SHOWN AND ONLY AT THE LOCATION SHOWN HEREIN AND THAT I WILL COMPLY WITH THE CODE OF THE CITY OF WINTER GARDEN. FAILURE TO CORRECT CONDITIONS ON THE PREMISES THAT ARE IN VIOLATION OF THE CITY CODE WILL RESULT IN REVOCATION OF SAID PERMIT. I UNDERSTAND THAT CONDUCTING BUSINESS WITHOUT A PERMIT SHALL BE PUNISHED AS SET FORTH IN CHAPTER 2, ARTICLE II OF THE CITY CODE.

Katherine Cramer
APPLICANT'S SIGNATURE

SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME THIS 21st DAY OF January, 2025 BY Katherine Cramer, WHO DID NOT TAKE AN OATH.

- PERSONALLY KNOWN OR
- PRODUCED IDENTIFICATION / TYPE OF ID PRODUCED _____



Margaret Harbin
SIGNATURE OF NOTARY

NOTE: ANY PERMITTEE WHOSE OPEN AIR VENDOR PERMIT IS SUSPENDED OR REVOKED, OR ANY APPLICANT WHOSE APPLICATION FOR AN OPEN AIR VENDOR PERMIT IS DENIED PURSUANT TO CITY CODE SHALL RECEIVE A STATEMENT, IN WRITING, OUTLINING THE REASONS FOR SUCH SUSPENSION, REVOCATION, OR DENIAL OF THE PERMIT. AN APPLICANT MAY APPEAL SUCH SUSPENSION, REVOCATION OR DENIAL OF THE PERMIT TO THE CITY COMMISSION BY FILING A WRITTEN REQUEST FOR APPEAL WITH THE CITY CLERK, ACCOMPANIED BY THE ADMINISTRATIVE APPELLATE FEE AS PERIODICALLY DETERMINED BY THE CLERK'S OFFICE, WITHIN TEN (10) DAYS AFTER THE DATE OF THE WRITTEN SUSPENSION, REVOCATION OR DENIAL. APPEALS FROM DECISIONS OF THE CITY MANAGER'S OFFICE, INCLUDING DECISIONS OF REVOCATION OR SUSPENSION, MADE PURSUANT TO THIS ARTICLE SHALL BE ADDRESSED BY THE CITY COMMISSION. WHEN TIMELY FILED, AN APPEAL SHALL BE HEARD AT THE NEXT REGULARLY SCHEDULED CITY COMMISSION MEETING, WHICH MEETING IS SCHEDULED AT LEAST FOURTEEN (14) DAYS AFTER THE FILING OF SUCH APPEAL. APPEALS FROM THE DECISIONS OF THE CITY COMMISSION SHALL BE AS PROVIDED IN STATE STATUTE 98-32 OF THIS CODE.

FOR OFFICE USE ONLY			
APPLICATION			
TECHNICIAN INITIALS _____	DATE RECEIVED _____	<input type="checkbox"/> FEES PAID	
DATA CLERK INITIALS _____	DATE SCANNED _____		
P & Z APPROVAL _____	DATE APPROVED _____		
CITY MANAGER/DESIGNEE _____	DATE _____	APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	
CONDITIONS _____			

25-0253

West Orange High School Senior March- Wednesday, May 15

Step Off 5:30 pm

Streets close at 2 pm

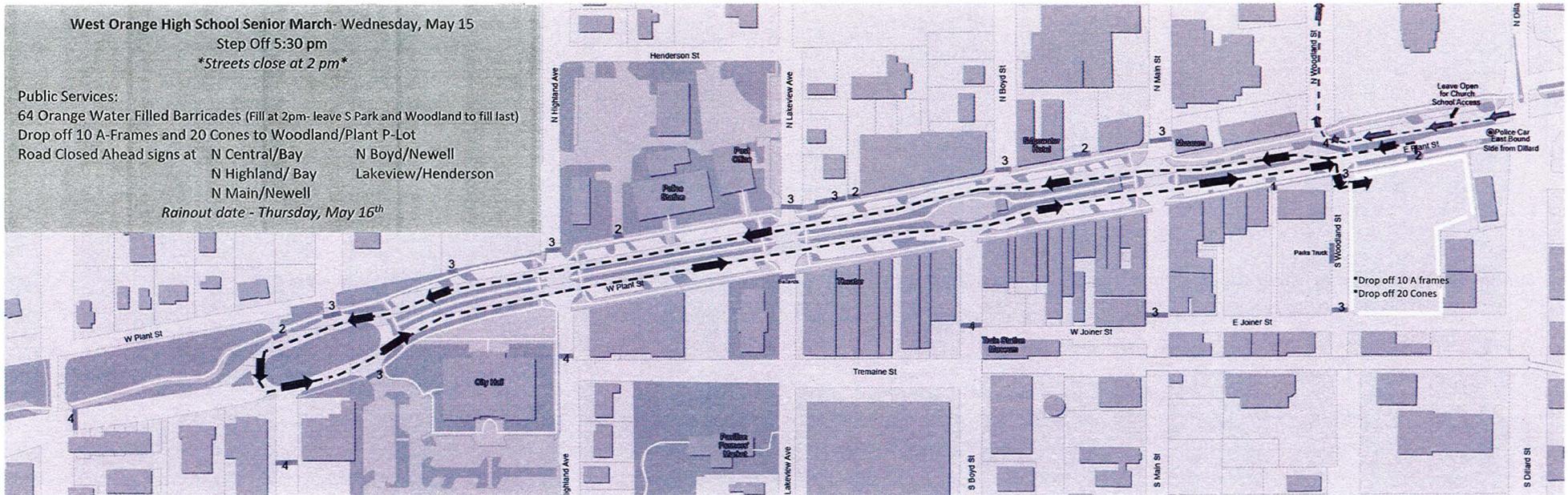
Public Services:

64 Orange Water Filled Barricades (Fill at 2pm- leave S Park and Woodland to fill last)

Drop off 10 A-Frames and 20 Cones to Woodland/Plant P-Lot

Road Closed Ahead signs at N Central/Bay N Boyd/Newell
 N Highland/ Bay Lakeview/Henderson
 N Main/Newell

Rainout date - Thursday, May 16th



Parade route leaves Parking Lot at Woodland and Plant Street and travels West on Plant Street around the roundabout at Central and then continues East on Plant Street back to starting location

Parks & Recreation

Monday, May 13

- Put out road closure notice A-Frames along Plant Street
- Parking lot at Plant/Woodland – Put out A-frame notice of Lot closed Tuesday 1pm

Tuesday, May 14

- Block Rainbow lot at 2 pm
- Block/Close Plant St. at 2 pm
- Assist Police in Towing remaining cars in Lot and along Plant Street at 2 pm.
- 4:30-5 pm students begin to arrive. No vehicles allowed in Lot except WOHS golf cart (Principal).
- All cars should park in garage parking lot.
- WOHS volunteers will organize March participants.
- 5 pm all Parks and Rec to assigned locations.
- Rec Staff monitor Lot and release March at 5:30 pm.
- Open streets once given the all clear from Police.
- Remove all parking signs along Plant Street.

Public Services

Monday, May 13

- Drop off orange water filled tpyle barricades to locations.

Tuesday, May 14

- 2 pm - Please barricades in position and water fill.
- Once given the all clear open streets back up approximately 6:30 pm.

Police

Tuesday, May 13

- 2 pm - Assist with clearing streets and towing of vehicles.
- 5:30 pm – Assist with start of March
- 6:30 pm – Assist with clearing the streets of pedestrians and giving the all clear to open streets back up.
- Staff as deemed nessesary.

Fire Department

Tuesday, May 13

- Staff as deemed nessesary.



**ASSOCIATION
INSURANCE
MANAGEMENT INC**

MEMBER CERTIFICATE OF INSURANCE

11/26/2024

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Named Insured Member (mailing address):

West Orange HS PTSO
Lize Landis or Current Officer
1625 S. Beulah Rd
Winter Garden, FL 34787

Named Insured & Mailing Address

Education Support Purchasing Group
c/o AIM
P.O. Box 742946
Dallas, TX 75374-2946

Producer Name

AIM Association Insurance
Management, Inc.
P.O. Box 742946
Dallas, TX 75374-2946

Named Insured Member (physical address):

Insured #: FL520876

1625 S. Beulah Rd
Winter Garden, FL 34787

Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance
General Liability Concert Specialty Insurance Company	GL2024AIM22129	11/26/24 - 11/26/25	\$0	Per Occurrence \$1,000,000
		11/26/24 - 11/26/25		Damage to Rented Premises \$50,000
		11/26/24 - 11/26/25		Extended Medical \$10,000
		11/26/24 - 11/26/25		Personal & Advertising Injury \$1,000,000
Directors and Officers Concert Specialty Insurance Company	DO2024AIM18452	11/26/24 - 11/26/25	\$0	General Aggregate \$2,000,000
				Products - Comp/Ops \$2,000,000
				Per Occurrence / Aggregate \$1,000,000

Retroactive Date: 11/26/2024

Certificate Holder:

Proof of Insurance

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any complete the above numbered policy. Copies of the Master Policies are available upon request.

AUTHORIZED REPRESENTATIVE



Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8016410448C-1	03/17/2024	03/31/2029	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WEST ORANGE HIGH SCHOOL PTSO INC
1625 BEULAH RD
WINTER GARDEN FL 34787-4407

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

WINTER GARDEN – SPECIAL EVENT CONDITIONS OF APPROVAL

Event: Sen'ya Later Parade

Location: Downtown Winter Garden – Plant Street
PARCEL ID# 23-22-27-2888-01-013

Date of Event: Wednesday, May 14, 2025 5:30 PM to 6:30 PM

Conditions of Approval:

- Absolutely no confetti or glitter of any kind.
- Only one golf cart will be allowed in the parade.
- The school is responsible for providing volunteers at the entrance of staging lot directing parade participants in and making sure people are parking in the appropriate areas.
- The school is responsible for providing volunteers at the conclusion of the parade to ensure all trash has been picked up in the staging area, streets, and parade path.
- Streets must be open immediately after parade concludes and participants/spectators shall be mindful of staying on walking paths and not in streets.
- All music must be family friendly.
- No amplified speakers are allowed.
- Applicant must reach out to the WG Police Department to make accommodations for officers to be present during the event and also available in case the rain date is needed.



THE CITY OF WINTER GARDEN

CRA AGENDA ITEM

From: Marc Hutchinson, Economic Development Director

Via: Jon C. Williams, City Manager

Date: February 20th, 2025

Meeting Date: February 28th, 2025

Subject: Property Acquisition in the Amount of \$150,000

Property: 186 North Street / Tax ID 13-22-27-5260-00-111

Issue: The City has an opportunity to purchase undeveloped property (zoned RNC-2) in an important location at 186 North Street within the Historic East Winter Garden Neighborhood. This key parcel will help with the streetscape improvement plans along North Street and with the overall goals of the revitalization effort that aligns with the East Winter Garden Plan (adopted in 2018 and updated in 2022). The plan for North Street includes on-street parking, sidewalks and commercial/residential redevelopment.

Recommended Action: Motion to approve authorizing City Manager to execute the purchase sale agreement for property located at 186 North Street, Winter Garden, FL in the amount of \$150,000.

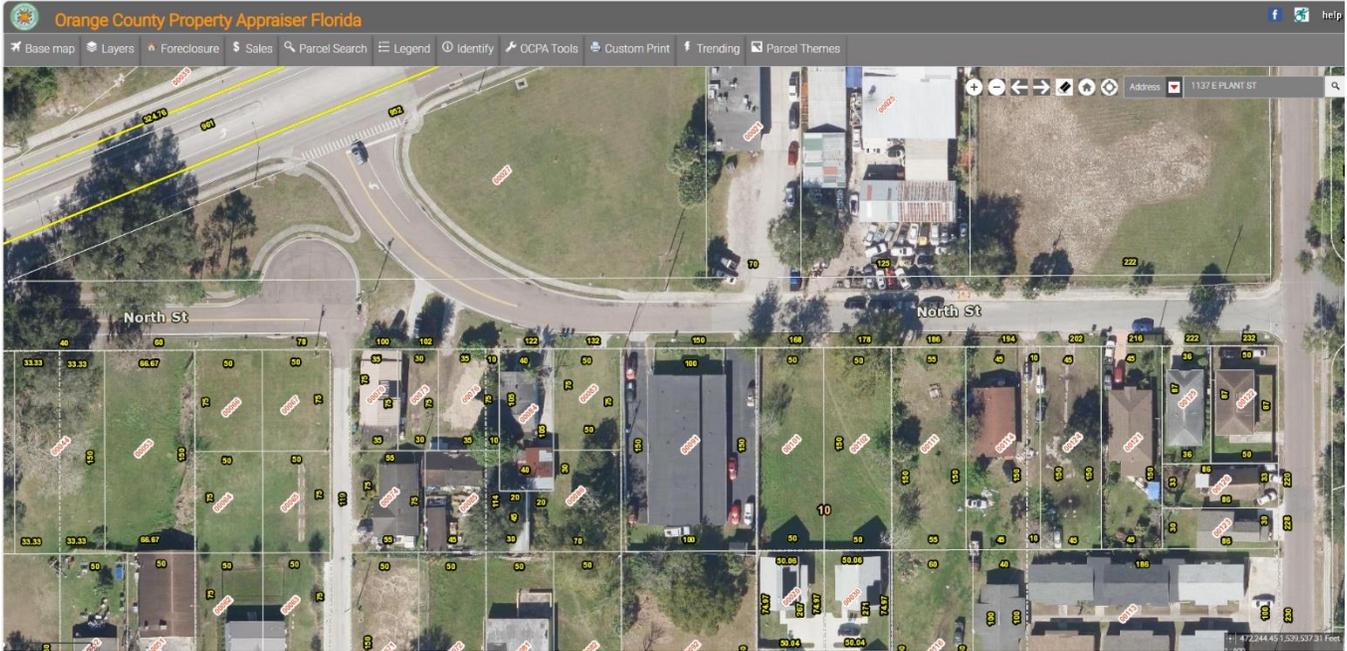
Attachments/References:

Property Purchase Sale Agreement

Streetscape Improvement Plan Map

186 North Street, Winter Garden FL 34787

Parcel ID# 13-22-27-5260-00-111



Parcel 13-22-27-5260-00-111 X

Print Date: 02/07/2025 System Refresh Date: 02/06/2025

Navigation: Previous, Next, Print, Map, Street, Birdseye, Trim, Port, Estimate, Taxes, FEMA, Plat, Sketch, Share, Favorite

186 North St 13-22-27-5260-00-111

Name(s): 186 NORTH ST LLC	Physical Street Address: 186 North St	Property Use: 0001 - Vacant Residential
Mailing Address On File: 16723 Wingspread Loop Winter Garden, FL 34787-9497 Incorrect Mailing Address?	Postal City and Zip: Winter Garden, FL 34787	Municipality: Winter Garden

[View 2024 Property Record Card](#)

[User uploaded content on 12/25/2024](#)

[Upload Photos](#)

- PROPERTY FEATURES**
- VALUES, EXEMPTIONS AND TAXES
- SALES
- MARKET STATS
- LOCATION

2025 Values will be available in August of 2025. To see the certified values, go to the Values, Exemptions and Taxes Tab.

[View Plat](#)

Property Description

J S LOVELESS ADDITION TO WINTER GARDEN D/90 W 55 FT OF N1/2 OF LOT 11

Total Land Area GIS Calculated Notice

8,249 sqft (+/-) | 0.19 acres (+/-)

Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
0001 - Vacant Residential	WG-RNC-2	4125 Code Undefined	Working Value...	Working Value...	Working Value...	Working Value...
0001 - Vacant Residential	WG-RNC-2	4125 Code Undefined	Working Value...	Working Value...	Working Value...	Working Value...



1 **PARTIES:** 186 North St, LLC, a Florida limited liability company ("Seller"),
2 and City of Winter Garden, a Florida municipal corporation ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

6 **1. PROPERTY DESCRIPTION:**
7 (a) Street address, city, zip: 186 North St, Winter Garden, Florida 34787
8 (b) Located in: Orange County, Florida. Property Tax ID #: 13-22-27-5260-00-011
9 (c) Real Property: The legal description is The West 55 feet of the North 1/2 of Lot 11, J.S. Loveless Addition
10 to Winter Garden, according to the plat thereof, as recorded in Plat Book D, Page 90, of the Public Records
11 of Orange County, Florida.
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.
15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
18 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),
19 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox
20 keys, and storm shutters/storm protection items and hardware ("Personal Property").
21 Other Personal Property items included in this purchase are: N/A
22
23 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
24 (e) The following items are excluded from the purchase: N/A
25

26 **PURCHASE PRICE AND CLOSING**

27 **2. PURCHASE PRICE** (U.S. currency):..... \$ 150,000.00
28 (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ 5,000.00
29 The initial deposit made payable and delivered to "Escrow Agent" named below
30 **(CHECK ONE):** (i) accompanies offer or (ii) is to be made within 7 (if left blank,
31 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
32 SHALL BE DEEMED SELECTED.
33 Escrow Agent Name: Daniel W. Langley, Fishback Dominick LLP
34 Address: 1947 Lee Road, Winter Park, FL 32789 Phone: 4072628400
35 Email: dlangley@fishbacklaw.com Fax: 4072628402
36 (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
37 days after Effective Date \$ _____
38 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
39 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....
40 (d) Other: \$ _____
41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
42 transfer or other Collected funds (See STANDARD S) \$ 145,000.00

43 **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**
44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45 February 12, 2025, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 the counter-offer is delivered.
48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are
51 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
52 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

53 this Contract, the Closing shall occur on or before April 11, 2025 ("Closing Date"), at the time
54 established by the Closing Agent.

55 **5. EXTENSION OF CLOSING DATE:**

- 56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial
57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is
58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7
60 days.
61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

- 65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property
66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all
67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and
68 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss
69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and
70 shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-
71 CLOSING OCCUPANCY BY BUYER.
72 (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
73 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after
74 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof
75 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all
76 within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of
77 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such
78 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the
79 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)
80 and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not
81 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after
82 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 83 **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
84 this Contract; may assign but not be released from liability under this Contract; or may not assign this Contract.
85 IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

86 **FINANCING**

87 **8. FINANCING:**

- 88 (a) This is a cash transaction with no financing contingency.
89 (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan
90 Approval Period"): (1) Buyer obtaining approval of a conventional FHA VA or other _____
91 (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** fixed, adjustable, fixed or
92 adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left
93 blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30)
94 years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation
95 of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required
96 for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

97 (i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date
98 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of
99 Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this
100 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval
101 unless Rider V is attached.

102 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall
103 be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,
104 but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender
105 and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's
107 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions
108 of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

Buyer's Initials GMW

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Seller's Initials A.P.

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see Rider D for terms).

(d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- ~~Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)~~
- ~~Title search charges (if Paragraph 9(c)(iii) is checked)~~
- ~~Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)~~
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- ~~Taxes and recording fees on notes and mortgages~~
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- ~~Lender's title policy and endorsements~~
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: Title search, title insurance premium, closing doc preparation
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least 20 (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

Buyer's Initials

Seller's Initials

means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.

(CHECK ONE):

- (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or
- (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or
- (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed \$ _____ (if left blank, then \$200.00); (B) tax search; and (C) municipal lien search.
- (d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$ _____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
- (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**
- (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
- (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).
- IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
- This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

Buyer's Initials

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Seller's Initials

or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- ~~(e) ENERGY BROCHURE: Buyer acknowledges receipt of Florida Energy Efficiency Rating Information Brochure required by Section 553.996, F.S.~~
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 5 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

Buyer's Initials 

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Seller's Initials 

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- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
282 written documentation or other information in Seller's possession, knowledge, or control relating to
283 improvements to the Property which are the subject of such open or needed permits, and shall promptly
284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,
286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
291 to Buyer.

292
293 **ESCROW AGENT AND BROKER**

293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this
296 Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands
297 for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such
298 actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities
299 under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties
300 agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of
301 the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An
302 attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all
303 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of
304 accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with
305 provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation,
306 arbitration, interpleader or an escrow disbursement order.

307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent
310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to
311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or
312 termination of this Contract.

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
319 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
320 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
321 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

Buyer's Initials 

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Seller's Initials 

331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and
332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

335 **DEFAULT AND DISPUTE RESOLUTION**

336 **15. DEFAULT:**

337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit
339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and
340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under
341 this Contract, ~~or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's~~
342 ~~rights under this Contract.~~

343 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
344 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
345 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
346 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
347 performance.

348 This Paragraph 15 shall survive Closing or termination of this Contract.

349 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and 350 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled 351 as follows:

352 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
353 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
354 16(b).

355 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
356 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
357 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
358 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
359 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
360 16 shall survive Closing or termination of this Contract.

361 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted 362 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in 363 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover 364 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the 365 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

366 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

367 **18. STANDARDS:**

368 **A. TITLE:**

369 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
370 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
371 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
372 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
373 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
374 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
375 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
376 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
377 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
378 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
379 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
380 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
381 any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall
382 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
383 with law.

Buyer's Initials 

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Seller's Initials 

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

384 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
385 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
386 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
387 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
388 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
389 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
390 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
391 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
392 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,
393 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
394 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
395 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
396 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
397 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
398 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
399 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
400 thereby releasing Buyer and Seller from all further obligations under this Contract.

401 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
402 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
403 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
404 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later
405 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
406 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
407 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
408 preparation of such prior survey, to the extent the affirmations therein are true and correct.

409 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
410 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

411 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
412 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
413 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
414 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
415 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
416 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
417 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
418 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
419 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
420 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
421 thereunder.

422 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
423 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
424 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
425 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
426 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth
427 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges
428 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been
429 paid or will be paid at Closing.

430 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall
431 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,
432 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
433 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5
434 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or
435 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a
436 day on which a national legal public holiday is observed.

437 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under
438 this Contract or be liable to each other for damages so long as performance or non-performance of the right or
439 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

- 554 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
- 555 from the IRS authorizing a reduced amount of withholding.
- 556 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
- 557 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
- 558 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
- 559 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
- 560 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
- 561 to the IRS.
- 562 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
- 563 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
- 564 reduced sum required, if any, and timely remit said funds to the IRS.
- 565 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
- 566 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
- 567 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
- 568 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
- 569 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the
- 570 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
- 571 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
- 572 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
- 573 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the
- 574 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
- 575 disbursement in accordance with the final determination of the IRS, as applicable.
- 576 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
- 577 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

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| <input type="checkbox"/> A. Condominium Rider
<input type="checkbox"/> B. Homeowners' Assn.
<input type="checkbox"/> C. Seller Financing
<input type="checkbox"/> D. Mortgage Assumption
<input type="checkbox"/> E. FHAVA Financing
<input type="checkbox"/> F. Appraisal Contingency
<input type="checkbox"/> G. Short Sale
<input type="checkbox"/> H. Homeowners'/Flood Ins
<input type="checkbox"/> I. RESERVED
<input type="checkbox"/> J. Interest-Bearing Acct.
<input type="checkbox"/> K. RESERVED
<input type="checkbox"/> L. RESERVED
<input type="checkbox"/> M. Defective Drywall
<input type="checkbox"/> N. Coastal Construction Control Line | <input type="checkbox"/> O. Insulation Disclosure
<input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978)
<input type="checkbox"/> Q. Housing for Older Persons
<input type="checkbox"/> R. Rezoning
<input type="checkbox"/> S. Lease Purchase/ Lease Option
<input type="checkbox"/> T. Pre-Closing Occupancy
<input type="checkbox"/> U. Post-Closing Occupancy
<input type="checkbox"/> V. Sale of Buyer's Property
<input type="checkbox"/> W. Back-up Contract
<input type="checkbox"/> X. Kick-out Clause
<input type="checkbox"/> Y. Seller's Attorney Approval
<input type="checkbox"/> Z. Buyer's Attorney Approval | <input type="checkbox"/> AA. Licensee Property Interest
<input type="checkbox"/> BB. Binding Arbitration
<input type="checkbox"/> CC. Miami-Dade County Special Taxing District Disclosure
<input type="checkbox"/> DD. Seasonal/Vacation Rentals
<input type="checkbox"/> EE. PACE Disclosure
<input type="checkbox"/> FF. Credit Related to Buyers Broker Compensation
<input type="checkbox"/> GG. Sellers Agreement with Respect to Buyers Broker Compensation
<input type="checkbox"/> Other: _____

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20. ADDITIONAL TERMS:

(a) As a municipality, Buyer is exempt from paying ad valorem taxes. Seller is responsible for paying all ad valorem taxes through the date of closing and previous years ad valorem taxes, if any. Pro-rated ad valorem taxes will be withheld from Seller's closing proceeds and paid directly to the Orange County Tax Collector in accordance with general law. (b) Buyer's attorney, Fishback Dominick LLP will perform the closing and be the title insurance agent. (c) This Agreement is contingent on Winter Garden City Commission approval at the public meeting regardless if it is executed by the City Manager. Seller agrees that its signature on this Agreement represents an irrevocable binding offer until at least February 21, 2024 to give the City Commission time to consider approval of this Agreement. (d) Seller, at its cost, shall obtain payoff estoppel letter from any mortgage lien holder and provide them to Fishback Dominick LLP at least 15 days before the closing date; Buyer shall have the right to extend the closing date one business day for each day such payoff estoppel letter(s) is late if Seller fails to meet this requirement. (e) Seller agrees to cooperate and sign any affidavits and instruments needed for the Buyer to secure title insurance, including a Seller's affidavit and LLC affidavit. (f) Seller will provide Fishback Dominick with a copy of Seller's LLC Operating Agreement. (g) Seller agrees to execute a beneficial interest disclosure affidavit required by general law for selling real property to a municipality. (h) At Closing, Buyer will pay Seller \$10,000 for Seller's cost for surveying and obtaining a lot combination of the subject property.

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COUNTER-OFFER

Seller counters Buyer's offer.

608
609

[The remainder of this page is intentionally left blank.
This Contract continues with Line 610 on Page 13 of 13.]

Buyer's Initials

Page 12 of 13

Seller's Initials

610 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
611 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

612 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

613 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the
614 terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and
615 conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all
616 interested persons.

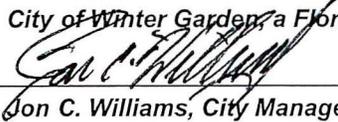
617 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
618 TO BE COMPLETED.

619 **ATTENTION: SELLER AND BUYER**

620 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes,
621 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by
622 certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the
623 Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of
624 Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly
625 sell property in violation of the Act.**

626 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the**
627 **Act.** Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under
628 the Act.

629 *City of Winter Garden, a Florida municipal corporation*

629 Buyer: 
Jon C. Williams, City Manager

Date: 2/5/25

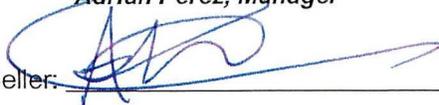
630 Buyer: _____

Date: _____

631 *186 North St, LLC, a Florida limited liability company*

631 Seller: _____
Adrian Perez, Manager

Date: _____

632 Seller: 

Date: 2/3/25

633 Buyer's address for purposes of notice
634 300 West Plant Street
635 Winter Garden, FL 34787
636 Attn: Jon C. Williams, City Manager

Seller's address for purposes of notice
16723 WINGSPREAD LOOP
Winter Garden, FL 34787

637 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers
638 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct
639 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
640 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
641 retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by
642 Seller or Listing Broker to Cooperating Brokers.

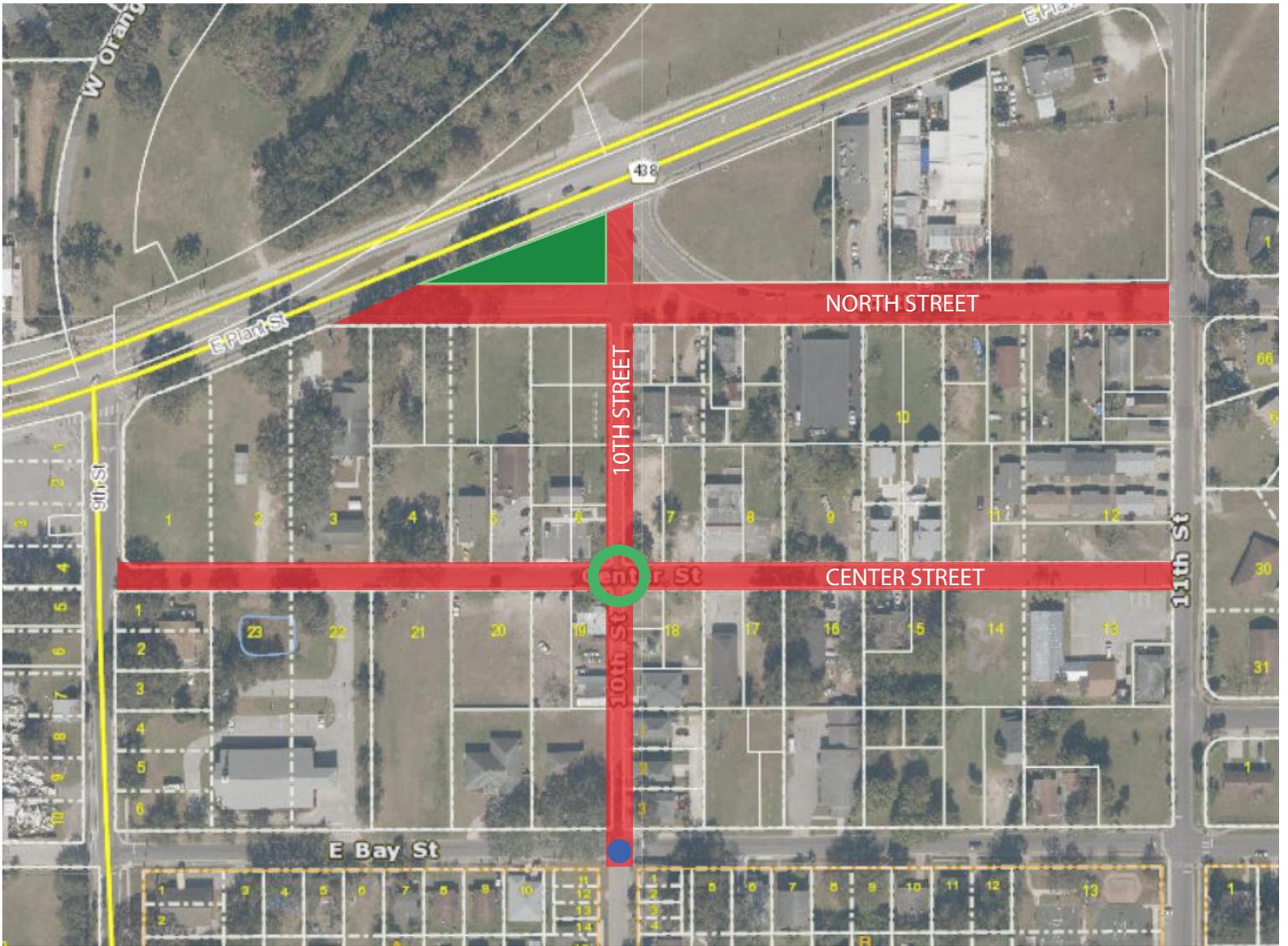
643 _____
644 **Cooperating Sales Associate, if any**

Listing Sales Associate

645 _____
646 **Cooperating Broker, if any**

Listing Broker

Design Area



-  Streetscape Redesign Areas
-  New Community Park
-  New Circular Park
-  New Roundell